

SERFF Tracking Number: NCMA-125752731 State: Arkansas
Filing Company: NCMIC Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 2008 CHIRO REV FORM
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0003 Chiropractic
Made/Occurrence
Product Name: Chiropractic Malpractice
Project Name/Number: 2008 Chiropractic Revisions/2008 Chiro Rev Form

Filing at a Glance

Company: NCMIC Insurance Company
Product Name: Chiropractic Malpractice
TOI: 11.0 Medical Malpractice - Claims
Made/Occurrence
Sub-TOI: 11.0003 Chiropractic
Filing Type: Form

SERFF Tr Num: NCMA-125752731 State: Arkansas
SERFF Status: Closed State Tr Num: EFT \$50
Co Tr Num: 2008 CHIRO REV FORM
Co Status: State Status: Fees verified and received
Reviewers: Betty Montesi, Edith Roberts
Disposition Date: 08/28/2008
Authors: Jacquie Anderson, Juli Frank, Terry Hopkins
Date Submitted: 08/01/2008 Disposition Status: Approved
Effective Date Requested (New): 11/01/2008 Effective Date (New):
Effective Date Requested (Renewal): 11/01/2008 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: 2008 Chiropractic Revisions
Project Number: 2008 Chiro Rev Form
Reference Organization: N/A
Reference Title: N/A
Filing Status Changed: 08/28/2008
State Status Changed: 08/12/2008
Corresponding Filing Tracking Number: 2008 Chiro Rev Rule
Filing Description:
NCMIC Insurance Company would like to submit for your review and approval 2 revised endorsements and 2 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.

Status of Filing in Domicile: Not Filed
Domicile Status Comments: Filing has not yet been submitted to Iowa.
Reference Number: N/A
Advisory Org. Circular: N/A
Deemer Date:

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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 a form filing.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
NCMIC Insurance Company	\$50.00	08/01/2008	21730341

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/28/2008	08/28/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	08/12/2008	08/12/2008	Juli Frank	08/18/2008	08/18/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Supplemental Legal Defense Endorsement CM	Approved	Yes
Form	Supplemental Legal Defense Endorsement Occ	Approved	Yes
Form	Chiropractic Treatment of Animals Endorsement	Approved	Yes
Form	Persons Insured Amendatory Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/12/2008
Submitted Date 08/12/2008
Respond By Date
Dear Juli Frank,

This will acknowledge receipt of the captioned filing.

Please reference Form 06-2015, first paragraph with states "before the termination of the policy." This endorsement is subject to the requirements of AR Code Anno. 23-79-306 regarding Claims Made Extended Reporting Period requirements. Please remove this language and amend.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/18/2008
Submitted Date 08/18/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Pursuant to our phone conversation on 8/18/08, form 06-2015 07/08 does not need to be amended. Supplemental Legal Defense Coverage is covered under the Extended Reporting Period. Claims may be reported during the Extended Reporting Period as long as the initial act resulting in the covered proceeding occurs prior to the termination of the policy.

Changed Items:

No Supporting Documents changed.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Supplemental Legal Defense Endorsement CM	06-2015	07/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 06-2015 05/06 Previous Filing #: AR-PC-06-020483		Supplemental Legal Defense CM 2008 07-08.pdf
Approved	Supplemental Legal Defense Endorsement Occ	06-2016	07/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 06-2016 05/06 Previous Filing #: AR-PC-06-020483		Supplemental Legal Defense MP 2008 07-08.pdf
Approved	Chiropractic Treatment of Animals Endorsement	06-2029	07/08	Endorsement/Amendment/Conditions		0.00	Treatment of Animals 2008 07-08.pdf
Approved	Persons Insured Amendatory Endorsement	06-2030	07/08	Endorsement/Amendment/Conditions		0.00	Persons Insured Amendatory Endorsement 2008 07-08.pdf



Supplemental Legal Defense Endorsement (Claims Made)

Scope and Commencement of Coverage

This endorsement provides supplemental coverage for **defense costs** incurred by the **insured** in certain **covered proceedings**. There is coverage under this endorsement only when the initial act resulting in a **covered proceeding** occurs on or after the inception date for this endorsement which is stated on the declarations page and before the termination of this policy. **We** will pay up to the limit of liability stated below for **defense costs** incurred on behalf of the **insured**. **Our** obligation shall commence with respect to a **covered proceeding** at such time that **we** receive written notification from the **insured** that a **covered proceeding** has been instituted. **We** shall have no obligation with respect to any **defense costs** incurred by the **insured** prior to such notification.

Defense of Covered Proceedings

Upon receipt of written notification that a **covered proceeding** has been initiated against an **insured**, **we** will appoint counsel of our choice, and pay **defense costs** incurred through retained counsel during the investigation and defense of the **covered proceeding** up to the **defense costs** limits provided by this endorsement.

Exclusions

The legal defense cost coverage provided by this endorsement exclusively applies to the payment of the **defense costs** incurred in the investigation and defense of a **covered proceeding**. The coverage available under this endorsement does not apply to:

1. any sanctions, penalties, fines, damages, amounts paid in settlement, costs of investigations incurred by **governmental authorities**, restitution, return or refund of fees, disgorgement of profits, costs of instituting compliance or integrity programs, or interest on any of the foregoing, which an **insured** becomes legally obligated to pay as a result of a **covered proceeding**;
2. any criminal action or proceeding against an **insured**;
3. any proceedings instituted by a federal, state, county, or city tax authority for the purpose of conducting an examination of any of your tax returns;
4. any investigation into your business practices by anyone other than the state department of health services or the federal Department of Health and Human Services;
5. any claim or action under any state or federal Unfair Trade Practices Act, Unfair Business Practices, or Unfair Competition Act, including any claim or action under sections 1962 to 1964 of Title 18 of the United States Code (RICO);
6. any civil action filed in state or federal court. However, this exclusion will not apply to a **civil proceeding for alleged sexual misconduct** which would not otherwise be subject to a defense under the terms of the attached professional liability policy;

7. any **defense costs** incurred for an appeal after a final decision has been rendered in a **State Disciplinary Proceeding**;
8. any matter other than a **covered proceeding**;
9. any **covered proceeding** instituted or threatened against an **insured** prior to the inception date for this endorsement which is stated on the declarations page;
10. any **defense costs** including investigation expenses incurred before the initiation of a **covered proceeding** against an **insured**;
11. any **defense costs** including investigation expenses incurred by any licensed massage therapist, any registered or licensed practical nurse or any licensed chiropractic assistant insured under the policy;
12. any investigation or **covered proceeding** arising from or attributable to the supplying of **professional services** to animals.

Limits of Liability

Our liability for **defense costs** with respect to any act or series of acts by an **insured** resulting in one or more **covered proceedings** is limited to twenty-five thousand dollars (\$25,000) regardless of the number of acts alleged in any and all such **covered proceedings**. A series of acts by an **insured** that span more than one policy period, and results in one or more **covered proceedings**, shall be subject solely to the limits of liability of the Supplemental Legal Defense Endorsement in force at the time the earliest act occurred.

Definitions

The following definitions apply specifically to this Coverage:

Throughout this endorsement, **you** means the **insured** on the Declarations. **We** and **our** mean NCMIC Insurance Company.

Insured – means any person or entity listed under the “Persons Insured” section of the policy, except licensed massage therapists, registered or licensed practical nurses or licensed chiropractic nurses.

Defense costs – means reasonable fees and expenses of legal counsel and expert consultants, appointed by NCMIC Insurance Company, including their costs and expenses of investigation and travel, costs of transcripts, court filing fees and other reasonable costs and expenses incurred in the defense of a **covered proceeding**, but shall not include:

1. any salary, wage, overhead or benefit expenses or other payments to the **insured** or an employee of the **insured** or his or her professional partnership, association or corporation for services rendered in connection with such defense or investigation;
2. any amounts incurred in defense of any **covered proceeding** for which any other insurer has a duty to pay, regardless of whether such other insurer undertakes such duty; or
3. any settlement, judgment, or any other parties’ costs assessed against an **insured**.

Covered proceeding – which means and is limited to the following:

1. **State Disciplinary Proceedings** – means a proceeding instituted by a state chiropractic licensing authority;

2. **Federal Professional Review Organization Sanctions** – means a proceeding instituted against an **insured** by a professional review organization pursuant to Parts 1004 and 1005 of Title 42, Chapter V, Code of Federal Regulations to impose sanctions on an **insured** (a “PRO Sanction Proceeding”);
3. **Wrongful Billing and Related Proceedings** – means a proceeding or investigation instituted against an **insured** by any state department of health services or the federal Department of Health and Human Services involving:
 - a. allegations of a **wrongful billing act**; or
 - b. allegations of fraud or non-compliance with Medicare or Medicaid regulations or procedures; or
 - c. a violation of state utilization or similar government imposed professional guidelines; or
 - d. efforts to exclude or bar an **insured** from the Medicare or Medicaid programs pursuant to Parts 1001-1003 of Title 42, Chapter V, Code of Federal Regulations (a “Wrongful Billing and Related Proceeding”);
4. **HIPAA and Privacy Related Proceedings** – means a proceeding instituted against an **insured** by a state department of health services or the federal Department of Health and Human Services involving
 - a. allegations of a violation of the Health Insurance Portability and Accountability Act
 - b. allegations of a violation of any other state or federal privacy regulation;
5. **Civil Proceeding for Alleged Sexual Misconduct** - means a civil action in state or federal court where the insured is alleged to have committed acts of sexual misconduct in the course of providing **professional services** to a patient. Sexual misconduct includes, but is not limited to, allegations of sexual impropriety, sexual intimacy, sexual assault, sexual battery, sexual harassment or sexual molestation that is not otherwise subject to defense under the attached professional liability policy.

Government authorities – means any federal, state, local or municipal department, agency, task force, organization or other entity, or any official thereof, of the government created by any federal, state or municipal law, executive order, ordinance or rule, or operated, funded or staffed, in whole or in part, by the federal, any state or municipal government for the purpose of regulating any part of the professional practice of the **insured**, including without limitation state professional licensing and disciplinary authorities, state departments of health services, the federal Department of Health and Human Services, and professional review organizations authorized or directed to be established pursuant to federal or state law.

Wrongful billing act – means presenting, or causing or allowing to be presented, any actual or alleged erroneous or fraudulent submission by the **insured** to a government health benefit payor or government program from which the **insured** seeks payment or reimbursement for professional service provided or prescribed by the **insured** or other health provider for whom the **insured** is legally responsible. All similar erroneous billing submissions shall be deemed to be a single **wrongful billing act** and to have happened at the time of the first similar erroneous submission.

Unless specifically noted herein, no other changes are made to the professional liability policy to which this endorsement is attached. Please refer to the definitions section of the basic policy for terms not defined in this endorsement. **You** or any other **insured** may not incur any expense of any kind, or incur any obligation on our behalf without our express written consent. Any defense cost incurred without our consent will not be subject to coverage under this endorsement.

Appeals shall be considered to be part of the initial **covered proceeding** instituted against the **insured**, and all **covered proceedings** arising out of the same act or series of acts shall be considered as a single **covered proceeding**.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

Named Insured _____
Endorsement Inception Date _____ Policy No. _____
Dated at Clive, IA this day of _____, 20____

NCMIC INSURANCE CO.



 Authorized Representative



Supplemental Legal Defense Endorsement (Occurrence)

Scope and Commencement of Coverage

This endorsement provides supplemental coverage for **defense costs** incurred by the **insured** in certain **covered proceedings**. There is coverage under this endorsement only when the initial act resulting in a **covered proceeding** occurs during the policy period stated on the Declarations of the policy. **We** will pay up to the limit of liability stated below for **defense costs** incurred on behalf of the **insured**. **Our** obligation shall commence with respect to a **covered proceeding** at such time that **we** receive written notification from the **insured** that a **covered proceeding** has been instituted. **We** shall have no obligation with respect to any **defense costs** incurred by the **insured** prior to such notification.

Defense of Covered Proceedings

Upon receipt of written notification that a **covered proceeding** has been initiated against an **insured**, **we** will appoint counsel of our choice, and pay **defense costs** incurred through retained counsel during the investigation and defense of the **covered proceeding** up to the **defense costs** limits provided by this endorsement.

Exclusions

The legal defense cost coverage provided by this endorsement exclusively applies to the payment of the **defense costs** incurred in the investigation and defense of a **covered proceeding**. The coverage available under this endorsement does not apply to:

1. any sanctions, penalties, fines, damages, amounts paid in settlement, costs of investigations incurred by **governmental authorities**, restitution, return or refund of fees, disgorgement of profits, costs of instituting compliance or integrity programs, or interest on any of the foregoing, which an **insured** becomes legally obligated to pay as a result of a **covered proceeding**;
2. any criminal action or proceeding against an **insured**;
3. any proceedings instituted by a federal, state, county or city tax authority for the purpose of conducting an examination of any of your tax returns;
4. any investigation into your business practices by anyone other than the state department of health services or the federal Department of Health and Human Services;
5. any claim or action under any state or federal Unfair Trade Practices Act, Unfair Business Practices, or Unfair Competition Act, including any claim or action under sections 1962 to 1964 of Title 18 of the United States Code (RICO);
6. any civil action filed in state or federal court. However, this exclusion will not apply to a **civil proceeding for alleged sexual misconduct** which would not otherwise be subject to a defense under the terms of the attached professional liability policy;
7. any **defense costs** incurred for an appeal after a final decision has been rendered in a **State Disciplinary Proceeding**;

8. any matter other than a **covered proceeding**;
9. any **covered proceeding** instituted or threatened against an **insured** prior to the initial inception date of this endorsement;
10. any **defense costs** including investigation expenses incurred before the initiation of a **covered proceeding** against an **insured**;
11. any **defense costs** including investigation expenses incurred by any licensed massage therapist, any registered or licensed practical nurse or any licensed chiropractic assistant insured under the policy;
12. any investigation or **covered proceeding** arising from or attributable to the supplying of **professional services** to animals.

Limits of Liability

Our liability for **defense costs** with respect to any act or series of acts by an **insured** resulting in one or more **covered proceedings** is limited to twenty-five thousand dollars (\$25,000) regardless of the number of acts alleged in any and all such **covered proceedings**. A series of acts by an **insured** that span more than one policy period, and results in one or more **covered proceedings**, shall be subject solely to the limits of liability of the Supplemental Legal Defense Endorsement in force at the time the earliest act occurred.

Definitions

The following definitions apply specifically to this Coverage:

Throughout this endorsement, **you** means the **insured** on the Declarations. **We** and **our** mean NCMIC Insurance Company.

Insured – means any person or entity listed under the “Persons Insured” section of the policy, except licensed massage therapists, registered or licensed practical nurses or licensed chiropractic nurses.

Defense costs – means reasonable fees and expenses of legal counsel and expert consultants, appointed by NCMIC Insurance Company, including their costs and expenses of investigation and travel, costs of transcripts, court filing fees and other reasonable costs and expenses incurred in the defense of a **covered proceeding**, but shall not include:

1. any salary, wage, overhead or benefit expenses or other payments to the **insured** or an employee of the **insured** or his or her professional partnership, association or corporation for services rendered in connection with such defense or investigation;
2. any amounts incurred in defense of any **covered proceeding** for which any other insurer has a duty to pay, regardless of whether such other insurer undertakes such duty; or
3. any settlement, judgment, or any other parties’ costs assessed against an insured.

Covered proceeding – which means and is limited to the following:

1. **State Disciplinary Proceedings** – means a proceeding instituted by a state chiropractic licensing authority;

2. **Federal Professional Review Organization Sanctions** – means a proceeding instituted against an **insured** by a professional review organization pursuant to Parts 1004 and 1005 of Title 42, Chapter V, Code of Federal Regulations to impose sanctions on an **insured** (a “PRO Sanction Proceeding”);
3. **Wrongful Billing and Related Proceedings** – means a proceeding or investigation instituted against an **insured** by any state department of health services or the federal Department of Health and Human Services involving:
 - a. allegations of a **wrongful billing act**; or
 - b. allegations of fraud or non-compliance with Medicare or Medicaid regulations or procedures; or
 - c. a violation of state utilization or similar government imposed professional guidelines; or
 - d. efforts to exclude or bar an **insured** from the Medicare or Medicaid programs pursuant to Parts 1001-1003 of Title 42, Chapter V, Code of Federal Regulations (a “Wrongful Billing and Related Proceeding”);
4. **HIPAA and Privacy Related Proceedings** – means a proceeding instituted against an **insured** by a state department of health services or the federal Department of Health and Human Services involving
 - a. allegations of a violation of the Health Insurance Portability and Accountability Act
 - b. allegations of a violation of any other state or federal privacy regulation;
5. **Civil Proceeding for Alleged Sexual Misconduct** - means a civil action in state or federal court where the insured is alleged to have committed acts of sexual misconduct in the course of providing **professional services** to a patient. Sexual misconduct includes, but is not limited to, allegations of sexual impropriety, sexual intimacy, sexual assault, sexual battery, sexual harassment or sexual molestation, that is not otherwise subject to defense under the attached professional liability policy.

Government authorities – means any federal, state, local or municipal department, agency, task force, organization or other entity, or any official thereof, of the government created by any federal, state or municipal law, executive order, ordinance or rule, or operated, funded or staffed, in whole or in part, by the federal, any state or municipal government for the purpose of regulating any part of the professional practice of the **insured**, including without limitation state professional licensing and disciplinary authorities, state departments of health services, the federal Department of Health and Human Services, and professional review organizations authorized or directed to be established pursuant to federal or state law.

Wrongful billing act – means presenting, or causing or allowing to be presented, any actual or alleged erroneous or fraudulent submission by the **insured** to a government health benefit payor or government program from which the **insured** seeks payment or reimbursement for professional service provided or prescribed by the **insured** or other health provider for whom the **insured** is legally responsible. All similar erroneous billing submissions shall be deemed to be a single **wrongful billing act** and to have happened at the time of the first similar erroneous submission.

Unless specifically noted herein, no other changes are made to the professional liability policy to which this endorsement is attached. Please refer to the definitions section of the basic policy for terms not defined in this endorsement. **You** or any other **insured** may not incur any expense of any kind, or incur any obligation on our behalf without our express written consent. Any defense cost incurred without our consent will not be subject to coverage under this endorsement.

Appeals shall be considered to be part of the initial **covered proceeding** instituted against the **insured**, and all **covered proceedings** arising out of the same act or series of acts shall be considered as a single **covered proceeding**.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

Named Insured _____ Endorsement Inception Date _____ Policy No. _____ Dated at Clive, IA this day of _____, 20____
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NCMIC INSURANCE CO.



 Authorized Representative



CHIROPRACTIC TREATMENT OF ANIMALS ENDORSEMENT

In consideration of the additional premium paid, and subject to the following conditions, the following exclusion is deleted in its entirety:

L. The supplying of **professional services** to animals.

This endorsement provides the **insured** coverage not to exceed \$40,000 per animal chiropractic treatment **claim** and \$80,000 aggregate total liability for all animal chiropractic treatment **claims per policy period**, regardless of the number of (a) **insureds**; (b) **claims** or suits brought; (c) animals who sustain **damages**; (d) policies issued by **us**, or; (e) the number of **policy periods** during which treatment was rendered.

The following definition applies specifically to this coverage:

Injury means bodily injury, sickness, disease or death sustained by any one animal.

The Exclusion section of the policy is amended to add the following exclusions:

Artificial insemination, including possession or storage of semen and embryos.

Any act or omission arising from any professional services other than chiropractic treatment of animals, including but not limited to traditional veterinary care and diagnosis.

Number 8. of the Supplementary Payments section of the policy is deleted in its entirety and replaced with the following:

8. Legal fees and expenses to defend **you** in a revocation, suspension or disciplinary action before the State Chiropractic Licensing Board, the State Veterinary Board, or both, commencing during the **policy period**. Supplementary payments under this section shall be limited to \$5,000 per Board action and \$10,000 total per **policy period** to defend **you** before either or both Boards. Further, no payments will be made for any appeal after the State Chiropractic Licensing Board or the State Veterinary Board, or both, have rendered a final decision.

The following is added to the Supplementary Payments section of the policy:

9. Losses incurred while animals are in the care of the **insured**, up to \$5,000 per animal or \$10,000 aggregate total liability, based on fair market value, for **injury** or death due to fire and lightning, windstorm and water, and from other animals, but excludes losses arising from or attributable to auto accidents, theft, escape and mysterious disappearances.

This endorsement 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



Persons Insured Amendatory Endorsement

Item 3 of the "Persons Insured" section of the policy is deleted in its entirety and replaced as follows:

- 3. Each registered, certified, licensed or unlicensed chiropractic assistant; each licensed or unlicensed massage therapist; each registered or licensed practical nurse or unlicensed ancillary personnel employed by **you**, but only if they are acting within the scope and course of their employment duties in the providing of **professional services**. Also, they must be under the supervision of a licensed chiropractor.

The last paragraph of the "Persons Insured" section of the policy is deleted in its entirety and replaced as follows:

"Persons Insured" does not include any other licensed health care providers including but not limited to other licensed chiropractors, except the **insured** and those licensed health care providers listed it Item 3 above.

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

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 08/28/2008

Comments:

Attachment:

P&C Transmittal Document Forms.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 08/28/2008

Comments:

Attachments:

Forms Explanatory Memo 7-08.pdf
Side by Side Comparison - Forms.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #

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

5. Company Tracking Number	
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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 type="text"/> Renewal: <input 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.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
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
2008 Forms Explanatory Memorandum

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

- **Supplemental Legal Defense Endorsement, forms 06-2015 07/08 and 06-2016 07/08**

This endorsement has been revised to clarify that coverage under the endorsement does not apply to any defense costs including investigation expenses incurred by any licensed massage therapists, registered or licensed practical nurses or licensed chiropractic assistants or covered proceedings arising from or attributable to the supplying of professional services to animals.

- **Chiropractic Treatment of Animals Endorsement, form 06-2029 07/08**

This is a new, optional endorsement that adds treatment of animals to the list of professional services covered by the policy. Coverage is limited to \$40,000 per claim and \$80,000 aggregate. The charge for this endorsement is \$200.

- **Persons Insured Amendatory Endorsement, form 06-2030 07/08**

This is a new, mandatory endorsement that amends the Persons Insured section of the policy by clarifying that coverage is provided for specific ancillary medical personnel regardless of their license, registration or certification status.

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 06-2015 05/06 and Form 06-2015 07/08, the Supplemental Legal Defense Endorsement (Claims Made).
2. Form 06-2016 05/06 and Form 06-2016 07/08, the Supplemental Legal Defense Endorsement (Occurrence).
3. The Persons Insured Section (page 6) of the Claims Made Policy CM2006 05/06, and form 06-2030 07/08, the Persons Insured Amendatory Endorsement.
4. The Persons Insured Section (page 5) of the Occurrence Policy MP2006 05/06, and form 06-2030 07/08, the Persons Insured Amendatory Endorsement.

The following form is new and is **not** included in the Side by Side Comparison:

Form Name	Form Number
Chiropractic Treatment of Animals Endorsement	06-2029 06/08

To see where the changes are, please scroll down.



Supplemental Legal Defense Endorsement (Claims Made)

Scope and Commencement of Coverage

This endorsement provides supplemental coverage for **defense costs** incurred by the **insured** in certain **covered proceedings**. There is coverage under this endorsement only when the initial act resulting in a **covered proceeding** occurs on or after the inception date for this endorsement which is stated on the declarations page and before the termination of this policy. **We** will pay up to the limit of liability stated below for **defense costs** incurred on behalf of the **insured**. **Our** obligation shall commence with respect to a **covered proceeding** at such time that **we** receive written notification from the **insured** that a **covered proceeding** has been instituted. **We** shall have no obligation with respect to any **defense costs** incurred by the **insured** prior to such notification.

Defense of Covered Proceedings

Upon receipt of written notification that a **covered proceeding** has been initiated against an **insured**, **we** will appoint counsel of our choice, and pay **defense costs** incurred through retained counsel during the investigation and defense of the **covered proceeding** up to the **defense costs** limits provided by this endorsement.

Exclusions

The legal defense cost coverage provided by this endorsement exclusively applies to the payment of the **defense costs** incurred in the investigation and defense of a **covered proceeding**. The coverage available under this endorsement does not apply to:

1. any sanctions, penalties, fines, damages, amounts paid in settlement, costs of investigations incurred by **governmental authorities**, restitution, return or refund of fees, disgorgement of profits, costs of instituting compliance or integrity programs, or interest on any of the foregoing, which an **insured** becomes legally obligated to pay as a result of a **covered proceeding**;
2. any criminal action or proceeding against an **insured**;
3. any proceedings instituted by a federal, state, county, or city tax authority for the purpose of conducting an examination of any of your tax returns;
4. any investigation into your business practices by anyone other than the state department of health services or the federal Department of Health and Human Services;
5. any claim or action under any state or federal Unfair Trade Practices Act, Unfair Business Practices, or Unfair Competition Act, including any claim or action under sections 1962 to 1964 of Title 18 of the United States Code (RICO);
6. any civil action filed in state or federal court. However, this exclusion will not apply to a **civil proceeding for alleged sexual misconduct** which would not otherwise be subject to a defense under the terms of the attached professional liability policy;



Supplemental Legal Defense Endorsement (Claims Made)

Scope and Commencement of Coverage

This endorsement provides supplemental coverage for **defense costs** incurred by the **insured** in certain **covered proceedings**. There is coverage under this endorsement only when the initial act resulting in a **covered proceeding** occurs on or after the inception date for this endorsement which is stated on the declarations page and before the termination of this policy. **We** will pay up to the limit of liability stated below for **defense costs** incurred on behalf of the **insured**. **Our** obligation shall commence with respect to a **covered proceeding** at such time that **we** receive written notification from the **insured** that a **covered proceeding** has been instituted. **We** shall have no obligation with respect to any **defense costs** incurred by the **insured** prior to such notification.

Defense of Covered Proceedings

Upon receipt of written notification that a **covered proceeding** has been initiated against an **insured**, **we** will appoint counsel of our choice, and pay **defense costs** incurred through retained counsel during the investigation and defense of the **covered proceeding** up to the **defense costs** limits provided by this endorsement.

Exclusions

The legal defense cost coverage provided by this endorsement exclusively applies to the payment of the **defense costs** incurred in the investigation and defense of a **covered proceeding**. The coverage available under this endorsement does not apply to:

1. any sanctions, penalties, fines, damages, amounts paid in settlement, costs of investigations incurred by **governmental authorities**, restitution, return or refund of fees, disgorgement of profits, costs of instituting compliance or integrity programs, or interest on any of the foregoing, which an **insured** becomes legally obligated to pay as a result of a **covered proceeding**;
2. any criminal action or proceeding against an **insured**;
3. any proceedings instituted by a federal, state, county, or city tax authority for the purpose of conducting an examination of any of your tax returns;
4. any investigation into your business practices by anyone other than the state department of health services or the federal Department of Health and Human Services;
5. any claim or action under any state or federal Unfair Trade Practices Act, Unfair Business Practices, or Unfair Competition Act, including any claim or action under sections 1962 to 1964 of Title 18 of the United States Code (RICO);
6. any civil action filed in state or federal court. However, this exclusion will not apply to a **civil proceeding for alleged sexual misconduct** which would not otherwise be subject to a defense under the terms of the attached professional liability policy;

7. any **defense costs** incurred for an appeal after a final decision has been rendered in a **State Disciplinary Proceeding**;
8. any matter other than a **covered proceeding**;
9. any **covered proceeding** instituted or threatened against an **insured** prior to the inception date for this endorsement which is stated on the declarations page;
10. any **defense costs** including investigation expenses incurred before the initiation of a **covered proceeding** against an **insured**.

Limits of Liability

Our liability for **defense costs** with respect to any act or series of acts by an **insured** resulting in one or more **covered proceedings** is limited to twenty-five thousand dollars (\$25,000) regardless of the number of acts alleged in any and all such **covered proceedings**. A series of acts by an **insured** that span more than one policy period, and results in one or more **covered proceedings**, shall be subject solely to the limits of liability of the Supplemental Legal Defense Endorsement in force at the time the earliest act occurred.

Definitions

The following definitions apply specifically to this Coverage:

Throughout this endorsement, **you** means the **insured** on the Declarations. **We** and **our** mean NCMIC Insurance Company.

Insured – means any person or entity listed under the “Persons Insured” section of the ~~policy~~.

Defense costs – means reasonable fees and expenses of legal counsel and expert consultants, appointed by NCMIC Insurance Company, including their costs and expenses of investigation and travel, costs of transcripts, court filing fees and other reasonable costs and expenses incurred in the defense of a **covered proceeding**, but shall not include:

1. any salary, wage, overhead or benefit expenses or other payments to the **insured** or an employee of the **insured** or his or her professional partnership, association or corporation for services rendered in connection with such defense or investigation;
2. any amounts incurred in defense of any **covered proceeding** for which any other insurer has a duty to pay, regardless of whether such other insurer undertakes such duty; or
3. any settlement, judgment, or any other parties’ costs assessed against an **insured**.

Covered proceeding – which means and is limited to the following:

1. **State Disciplinary Proceedings** – means a proceeding instituted by a state chiropractic licensing authority;
2. **Federal Professional Review Organization Sanctions** – means a proceeding instituted against an **insured** by a professional review organization pursuant to Parts 1004 and 1005 of Title 42, Chapter V, Code of Federal Regulations to impose sanctions on an **insured** (a “PRO Sanction Proceeding”);
3. **Wrongful Billing and Related Proceedings** – means a proceeding or investigation instituted against an **insured** by any state department of health services or the federal Department of Health and Human Services involving:

7. any **defense costs** incurred for an appeal after a final decision has been rendered in a **State Disciplinary Proceeding**;
8. any matter other than a **covered proceeding**;
9. any **covered proceeding** instituted or threatened against an **insured** prior to the inception date for this endorsement which is stated on the declarations page;
10. any **defense costs** including investigation expenses incurred before the initiation of a **covered proceeding** against an **insured**;
- ~~11. any **defense costs** including investigation expenses incurred by any licensed massage therapist, any registered or licensed practical nurse or any licensed chiropractic assistant insured under the policy;~~
- ~~12. any investigation or **covered proceeding** arising from or attributable to the supplying of **professional services to animals**.~~

Limits of Liability

Our liability for **defense costs** with respect to any act or series of acts by an **insured** resulting in one or more **covered proceedings** is limited to twenty-five thousand dollars (\$25,000) regardless of the number of acts alleged in any and all such **covered proceedings**. A series of acts by an **insured** that span more than one policy period, and results in one or more **covered proceedings**, shall be subject solely to the limits of liability of the Supplemental Legal Defense Endorsement in force at the time the earliest act occurred.

Definitions

The following definitions apply specifically to this Coverage:

Throughout this endorsement, **you** means the **insured** on the Declarations. **We** and **our** mean NCMIC Insurance Company.

Insured – means any person or entity listed under the “Persons Insured” section of the policy, except licensed massage therapists, registered or licensed practical nurses or licensed chiropractic nurses.

Defense costs – means reasonable fees and expenses of legal counsel and expert consultants, appointed by NCMIC Insurance Company, including their costs and expenses of investigation and travel, costs of transcripts, court filing fees and other reasonable costs and expenses incurred in the defense of a **covered proceeding**, but shall not include:

1. any salary, wage, overhead or benefit expenses or other payments to the **insured** or an employee of the **insured** or his or her professional partnership, association or corporation for services rendered in connection with such defense or investigation;
2. any amounts incurred in defense of any **covered proceeding** for which any other insurer has a duty to pay, regardless of whether such other insurer undertakes such duty; or
3. any settlement, judgment, or any other parties’ costs assessed against an **insured**.

Covered proceeding – which means and is limited to the following:

1. **State Disciplinary Proceedings** – means a proceeding instituted by a state chiropractic licensing authority;

- a. allegations of a **wrongful billing act**; or
 - b. allegations of fraud or non-compliance with Medicare or Medicaid regulations or procedures; or
 - c. a violation of state utilization or similar government imposed professional guidelines; or
 - d. efforts to exclude or bar an **insured** from the Medicare or Medicaid programs pursuant to Parts 1001-1003 of Title 42, Chapter V, Code of Federal Regulations (a “Wrongful Billing and Related Proceeding”);
4. **HIPAA and Privacy Related Proceedings** – means a proceeding instituted against an **insured** by a state department of health services or the federal Department of Health and Human Services involving
- a. allegations of a violation of the Health Insurance Portability and Accountability Act
 - b. allegations of a violation of any other state or federal privacy regulation;
5. **Civil Proceeding for Alleged Sexual Misconduct** - means a civil action in state or federal court where the insured is alleged to have committed acts of sexual misconduct in the course of providing **professional services** to a patient. Sexual misconduct includes, but is not limited to, allegations of sexual impropriety, sexual intimacy, sexual assault, sexual battery, sexual harassment or sexual molestation that is not otherwise subject to defense under the attached professional liability policy.

Government authorities – means any federal, state, local or municipal department, agency, task force, organization or other entity, or any official thereof, of the government created by any federal, state or municipal law, executive order, ordinance or rule, or operated, funded or staffed, in whole or in part, by the federal, any state or municipal government for the purpose of regulating any part of the professional practice of the **insured**, including without limitation state professional licensing and disciplinary authorities, state departments of health services, the federal Department of Health and Human Services, and professional review organizations authorized or directed to be established pursuant to federal or state law.

Wrongful billing act – means presenting, or causing or allowing to be presented, any actual or alleged erroneous or fraudulent submission by the **insured** to a government health benefit payor or government program from which the **insured** seeks payment or reimbursement for professional service provided or prescribed by the **insured** or other health provider for whom the **insured** is legally responsible. All similar erroneous billing submissions shall be deemed to be a single **wrongful billing act** and to have happened at the time of the first similar erroneous submission.

Unless specifically noted herein, no other changes are made to the professional liability policy to which this endorsement is attached. Please refer to the definitions section of the basic policy for terms not defined in this endorsement. **You** or any other **insured** may not incur any expense of any kind, or incur any obligation on our behalf without our express written consent. Any defense cost incurred without our consent will not be subject to coverage under this endorsement.

Appeals shall be considered to be part of the initial **covered proceeding** instituted against the **insured**, and all **covered proceedings** arising out of the same act or series of acts shall be considered as a single **covered proceeding**.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

Named Insured _____ Endorsement Inception Date _____ Policy No. _____ Dated at Clive, IA this day of _____, 20____
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NCMIC INSURANCE CO.



Authorized Representative

- 2. **Federal Professional Review Organization Sanctions** – means a proceeding instituted against an **insured** by a professional review organization pursuant to Parts 1004 and 1005 of Title 42, Chapter V, Code of Federal Regulations to impose sanctions on an **insured** (a “PRO Sanction Proceeding”);
- 3. **Wrongful Billing and Related Proceedings** – means a proceeding or investigation instituted against an **insured** by any state department of health services or the federal Department of Health and Human Services involving:
 - a. allegations of a **wrongful billing act**; or
 - b. allegations of fraud or non-compliance with Medicare or Medicaid regulations or procedures; or
 - c. a violation of state utilization or similar government imposed professional guidelines; or
 - d. efforts to exclude or bar an **insured** from the Medicare or Medicaid programs pursuant to Parts 1001-1003 of Title 42, Chapter V, Code of Federal Regulations (a “Wrongful Billing and Related Proceeding”);
- 4. **HIPAA and Privacy Related Proceedings** – means a proceeding instituted against an **insured** by a state department of health services or the federal Department of Health and Human Services involving
 - a. allegations of a violation of the Health Insurance Portability and Accountability Act
 - b. allegations of a violation of any other state or federal privacy regulation;
- 5. **Civil Proceeding for Alleged Sexual Misconduct** - means a civil action in state or federal court where the insured is alleged to have committed acts of sexual misconduct in the course of providing **professional services** to a patient. Sexual misconduct includes, but is not limited to, allegations of sexual impropriety, sexual intimacy, sexual assault, sexual battery, sexual harassment or sexual molestation that is not otherwise subject to defense under the attached professional liability policy.

Government authorities – means any federal, state, local or municipal department, agency, task force, organization or other entity, or any official thereof, of the government created by any federal, state or municipal law, executive order, ordinance or rule, or operated, funded or staffed, in whole or in part, by the federal, any state or municipal government for the purpose of regulating any part of the professional practice of the **insured**, including without limitation state professional licensing and disciplinary authorities, state departments of health services, the federal Department of Health and Human Services, and professional review organizations authorized or directed to be established pursuant to federal or state law.

Wrongful billing act – means presenting, or causing or allowing to be presented, any actual or alleged erroneous or fraudulent submission by the **insured** to a government health benefit payor or government program from which the **insured** seeks payment or reimbursement for professional service provided or prescribed by the **insured** or other health provider for whom the **insured** is legally responsible. All similar erroneous billing submissions shall be deemed to be a single **wrongful billing act** and to have happened at the time of the first similar erroneous submission.

Unless specifically noted herein, no other changes are made to the professional liability policy to which this endorsement is attached. Please refer to the definitions section of the basic policy for terms not defined in this endorsement. **You** or any other **insured** may not incur any expense of any kind, or incur any obligation on our behalf without our express written consent. Any defense cost incurred without our consent will not be subject to coverage under this endorsement.

Appeals shall be considered to be part of the initial **covered proceeding** instituted against the **insured**, and all **covered proceedings** arising out of the same act or series of acts shall be considered as a single **covered proceeding**.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

Named Insured _____ Endorsement Inception Date _____ Policy No. _____ Dated at Clive, IA this day of _____, 20____
--

NCMIC INSURANCE CO.



 Authorized Representative



Supplemental Legal Defense Endorsement (Occurrence)

Scope and Commencement of Coverage

This endorsement provides supplemental coverage for **defense costs** incurred by the **insured** in certain **covered proceedings**. There is coverage under this endorsement only when the initial act resulting in a **covered proceeding** occurs during the policy period stated on the Declarations of the policy. **We** will pay up to the limit of liability stated below for **defense costs** incurred on behalf of the **insured**. **Our** obligation shall commence with respect to a **covered proceeding** at such time that **we** receive written notification from the **insured** that a **covered proceeding** has been instituted. **We** shall have no obligation with respect to any **defense costs** incurred by the **insured** prior to such notification.

Defense of Covered Proceedings

Upon receipt of written notification that a **covered proceeding** has been initiated against an **insured**, **we** will appoint counsel of our choice, and pay **defense costs** incurred through retained counsel during the investigation and defense of the **covered proceeding** up to the **defense costs** limits provided by this endorsement.

Exclusions

The legal defense cost coverage provided by this endorsement exclusively applies to the payment of the **defense costs** incurred in the investigation and defense of a **covered proceeding**. The coverage available under this endorsement does not apply to:

1. any sanctions, penalties, fines, damages, amounts paid in settlement, costs of investigations incurred by **governmental authorities**, restitution, return or refund of fees, disgorgement of profits, costs of instituting compliance or integrity programs, or interest on any of the foregoing, which an **insured** becomes legally obligated to pay as a result of a **covered proceeding**;
2. any criminal action or proceeding against an **insured**;
3. any proceedings instituted by a federal, state, county or city tax authority for the purpose of conducting an examination of any of your tax returns;
4. any investigation into your business practices by anyone other than the state department of health services or the federal Department of Health and Human Services;
5. any claim or action under any state or federal Unfair Trade Practices Act, Unfair Business Practices, or Unfair Competition Act, including any claim or action under sections 1962 to 1964 of Title 18 of the United States Code (RICO);
6. any civil action filed in state or federal court. However, this exclusion will not apply to a **civil proceeding for alleged sexual misconduct** which would not otherwise be subject to a defense under the terms of the attached professional liability policy;
7. any **defense costs** incurred for an appeal after a final decision has been rendered in a **State Disciplinary Proceeding**;



Supplemental Legal Defense Endorsement (Occurrence)

Scope and Commencement of Coverage

This endorsement provides supplemental coverage for **defense costs** incurred by the **insured** in certain **covered proceedings**. There is coverage under this endorsement only when the initial act resulting in a **covered proceeding** occurs during the policy period stated on the Declarations of the policy. **We** will pay up to the limit of liability stated below for **defense costs** incurred on behalf of the **insured**. **Our** obligation shall commence with respect to a **covered proceeding** at such time that **we** receive written notification from the **insured** that a **covered proceeding** has been instituted. **We** shall have no obligation with respect to any **defense costs** incurred by the **insured** prior to such notification.

Defense of Covered Proceedings

Upon receipt of written notification that a **covered proceeding** has been initiated against an **insured**, **we** will appoint counsel of our choice, and pay **defense costs** incurred through retained counsel during the investigation and defense of the **covered proceeding** up to the **defense costs** limits provided by this endorsement.

Exclusions

The legal defense cost coverage provided by this endorsement exclusively applies to the payment of the **defense costs** incurred in the investigation and defense of a **covered proceeding**. The coverage available under this endorsement does not apply to:

1. any sanctions, penalties, fines, damages, amounts paid in settlement, costs of investigations incurred by **governmental authorities**, restitution, return or refund of fees, disgorgement of profits, costs of instituting compliance or integrity programs, or interest on any of the foregoing, which an **insured** becomes legally obligated to pay as a result of a **covered proceeding**;
2. any criminal action or proceeding against an **insured**;
3. any proceedings instituted by a federal, state, county or city tax authority for the purpose of conducting an examination of any of your tax returns;
4. any investigation into your business practices by anyone other than the state department of health services or the federal Department of Health and Human Services;
5. any claim or action under any state or federal Unfair Trade Practices Act, Unfair Business Practices, or Unfair Competition Act, including any claim or action under sections 1962 to 1964 of Title 18 of the United States Code (RICO);
6. any civil action filed in state or federal court. However, this exclusion will not apply to a **civil proceeding for alleged sexual misconduct** which would not otherwise be subject to a defense under the terms of the attached professional liability policy;
7. any **defense costs** incurred for an appeal after a final decision has been rendered in a **State Disciplinary Proceeding**;

8. any matter other than a **covered proceeding**;
9. any **covered proceeding** instituted or threatened against an **insured** prior to the initial inception date of this endorsement;
10. any **defense costs** including investigation expenses incurred before the initiation of a **covered proceeding** against an **insured**.

Limits of Liability

Our liability for **defense costs** with respect to any act or series of acts by an **insured** resulting in one or more **covered proceedings** is limited to twenty-five thousand dollars (\$25,000) regardless of the number of acts alleged in any and all such **covered proceedings**. A series of acts by an **insured** that span more than one policy period, and results in one or more **covered proceedings**, shall be subject solely to the limits of liability of the Supplemental Legal Defense Endorsement in force at the time the earliest act occurred.

Definitions

The following definitions apply specifically to this Coverage:

Throughout this endorsement, **you** means the **insured** on the Declarations. **We** and **our** mean NCMIC Insurance Company.

Insured – means any person or entity listed under the “Persons Insured” section of the ~~policy~~.

Defense costs – means reasonable fees and expenses of legal counsel and expert consultants, appointed by NCMIC Insurance Company, including their costs and expenses of investigation and travel, costs of transcripts, court filing fees and other reasonable costs and expenses incurred in the defense of a **covered proceeding**, but shall not include:

1. any salary, wage, overhead or benefit expenses or other payments to the **insured** or an employee of the **insured** or his or her professional partnership, association or corporation for services rendered in connection with such defense or investigation;
2. any amounts incurred in defense of any **covered proceeding** for which any other insurer has a duty to pay, regardless of whether such other insurer undertakes such duty; or
3. any settlement, judgment, or any other parties’ costs assessed against an insured.

Covered proceeding – which means and is limited to the following:

1. **State Disciplinary Proceedings** – means a proceeding instituted by a state chiropractic licensing authority;
2. **Federal Professional Review Organization Sanctions** – means a proceeding instituted against an **insured** by a professional review organization pursuant to Parts 1004 and 1005 of Title 42, Chapter V, Code of Federal Regulations to impose sanctions on an **insured** (a “PRO Sanction Proceeding”);
3. **Wrongful Billing and Related Proceedings** – means a proceeding or investigation instituted against an **insured** by any state department of health services or the federal Department of Health and Human Services involving:
 - a. allegations of a **wrongful billing act**; or
 - b. allegations of fraud or non-compliance with Medicare or Medicaid regulations or procedures; or

8. any matter other than a **covered proceeding**;
9. any **covered proceeding** instituted or threatened against an **insured** prior to the initial inception date of this endorsement;
10. any **defense costs** including investigation expenses incurred before the initiation of a **covered proceeding** against an **insured**;
- ~~11. any **defense costs** including investigation expenses incurred by any licensed massage therapist, any registered or licensed practical nurse or any licensed chiropractic assistant insured under the policy;~~
- ~~12. any investigation or **covered proceeding** arising from or attributable to the supplying of **professional services to animals**.~~

Limits of Liability

Our liability for **defense costs** with respect to any act or series of acts by an **insured** resulting in one or more **covered proceedings** is limited to twenty-five thousand dollars (\$25,000) regardless of the number of acts alleged in any and all such **covered proceedings**. A series of acts by an **insured** that span more than one policy period, and results in one or more **covered proceedings**, shall be subject solely to the limits of liability of the Supplemental Legal Defense Endorsement in force at the time the earliest act occurred.

Definitions

The following definitions apply specifically to this Coverage:

Throughout this endorsement, **you** means the **insured** on the Declarations. **We** and **our** mean NCMIC Insurance Company.

Insured – means any person or entity listed under the “Persons Insured” section of the policy, except licensed massage therapists, registered or licensed practical nurses or licensed chiropractic nurses.

Defense costs – means reasonable fees and expenses of legal counsel and expert consultants, appointed by NCMIC Insurance Company, including their costs and expenses of investigation and travel, costs of transcripts, court filing fees and other reasonable costs and expenses incurred in the defense of a **covered proceeding**, but shall not include:

1. any salary, wage, overhead or benefit expenses or other payments to the **insured** or an employee of the **insured** or his or her professional partnership, association or corporation for services rendered in connection with such defense or investigation;
2. any amounts incurred in defense of any **covered proceeding** for which any other insurer has a duty to pay, regardless of whether such other insurer undertakes such duty; or
3. any settlement, judgment, or any other parties’ costs assessed against an insured.

Covered proceeding – which means and is limited to the following:

1. **State Disciplinary Proceedings** – means a proceeding instituted by a state chiropractic licensing authority;

- c. a violation of state utilization or similar government imposed professional guidelines; or
 - d. efforts to exclude or bar an **insured** from the Medicare or Medicaid programs pursuant to Parts 1001-1003 of Title 42, Chapter V, Code of Federal Regulations (a “Wrongful Billing and Related Proceeding”);
4. **HIPAA and Privacy Related Proceedings** – means a proceeding instituted against an **insured** by a state department of health services or the federal Department of Health and Human Services involving
 - a. allegations of a violation of the Health Insurance Portability and Accountability Act
 - b. allegations of a violation of any other state or federal privacy regulation;
 5. **Civil Proceeding for Alleged Sexual Misconduct** - means a civil action in state or federal court where the insured is alleged to have committed acts of sexual misconduct in the course of providing **professional services** to a patient. Sexual misconduct includes, but is not limited to, allegations of sexual impropriety, sexual intimacy, sexual assault, sexual battery, sexual harassment or sexual molestation, that is not otherwise subject to defense under the attached professional liability policy.

Government authorities – means any federal, state, local or municipal department, agency, task force, organization or other entity, or any official thereof, of the government created by any federal, state or municipal law, executive order, ordinance or rule, or operated, funded or staffed, in whole or in part, by the federal, any state or municipal government for the purpose of regulating any part of the professional practice of the **insured**, including without limitation state professional licensing and disciplinary authorities, state departments of health services, the federal Department of Health and Human Services, and professional review organizations authorized or directed to be established pursuant to federal or state law.

Wrongful billing act – means presenting, or causing or allowing to be presented, any actual or alleged erroneous or fraudulent submission by the **insured** to a government health benefit payor or government program from which the **insured** seeks payment or reimbursement for professional service provided or prescribed by the **insured** or other health provider for whom the **insured** is legally responsible. All similar erroneous billing submissions shall be deemed to be a single **wrongful billing act** and to have happened at the time of the first similar erroneous submission.

Unless specifically noted herein, no other changes are made to the professional liability policy to which this endorsement is attached. Please refer to the definitions section of the basic policy for terms not defined in this endorsement. **You** or any other **insured** may not incur any expense of any kind, or incur any obligation on our behalf without our express written consent. Any defense cost incurred without our consent will not be subject to coverage under this endorsement.

Appeals shall be considered to be part of the initial **covered proceeding** instituted against the **insured**, and all **covered proceedings** arising out of the same act or series of acts shall be considered as a single **covered proceeding**.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

Named Insured _____
Endorsement Inception Date _____ Policy No. _____
Dated at Clive, IA this day of _____, 20____

NCMIC INSURANCE CO.



Authorized Representative

- 2. **Federal Professional Review Organization Sanctions** – means a proceeding instituted against an **insured** by a professional review organization pursuant to Parts 1004 and 1005 of Title 42, Chapter V, Code of Federal Regulations to impose sanctions on an **insured** (a “PRO Sanction Proceeding”);
- 3. **Wrongful Billing and Related Proceedings** – means a proceeding or investigation instituted against an **insured** by any state department of health services or the federal Department of Health and Human Services involving:
 - a. allegations of a **wrongful billing act**; or
 - b. allegations of fraud or non-compliance with Medicare or Medicaid regulations or procedures; or
 - c. a violation of state utilization or similar government imposed professional guidelines; or
 - d. efforts to exclude or bar an **insured** from the Medicare or Medicaid programs pursuant to Parts 1001-1003 of Title 42, Chapter V, Code of Federal Regulations (a “Wrongful Billing and Related Proceeding”);
- 4. **HIPAA and Privacy Related Proceedings** – means a proceeding instituted against an **insured** by a state department of health services or the federal Department of Health and Human Services involving
 - a. allegations of a violation of the Health Insurance Portability and Accountability Act
 - b. allegations of a violation of any other state or federal privacy regulation;
- 5. **Civil Proceeding for Alleged Sexual Misconduct** - means a civil action in state or federal court where the insured is alleged to have committed acts of sexual misconduct in the course of providing **professional services** to a patient. Sexual misconduct includes, but is not limited to, allegations of sexual impropriety, sexual intimacy, sexual assault, sexual battery, sexual harassment or sexual molestation, that is not otherwise subject to defense under the attached professional liability policy.

Government authorities – means any federal, state, local or municipal department, agency, task force, organization or other entity, or any official thereof, of the government created by any federal, state or municipal law, executive order, ordinance or rule, or operated, funded or staffed, in whole or in part, by the federal, any state or municipal government for the purpose of regulating any part of the professional practice of the **insured**, including without limitation state professional licensing and disciplinary authorities, state departments of health services, the federal Department of Health and Human Services, and professional review organizations authorized or directed to be established pursuant to federal or state law.

Wrongful billing act – means presenting, or causing or allowing to be presented, any actual or alleged erroneous or fraudulent submission by the **insured** to a government health benefit payor or government program from which the **insured** seeks payment or reimbursement for professional service provided or prescribed by the **insured** or other health provider for whom the **insured** is legally responsible. All similar erroneous billing submissions shall be deemed to be a single **wrongful billing act** and to have happened at the time of the first similar erroneous submission.

Unless specifically noted herein, no other changes are made to the professional liability policy to which this endorsement is attached. Please refer to the definitions section of the basic policy for terms not defined in this endorsement. **You** or any other **insured** may not incur any expense of any kind, or incur any obligation on our behalf without our express written consent. Any defense cost incurred without our consent will not be subject to coverage under this endorsement.

Appeals shall be considered to be part of the initial **covered proceeding** instituted against the **insured**, and all **covered proceedings** arising out of the same act or series of acts shall be considered as a single **covered proceeding**.

TO BE COMPLETED IF NOT ATTACHED WHEN POLICY IS ISSUED.

Named Insured _____ Endorsement Inception Date _____ Policy No. _____ Dated at Clive, IA this day of _____, 20____
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NCMIC INSURANCE CO.



 Authorized Representative

Persons Insured

The persons insured under this policy are:

1. The **insured** listed on the Declarations.
2. Any professional entity utilized for delivery of **professional services** as listed on the Declarations.
3. Each chiropractic assistant, nurse or unlicensed ancillary personnel employed by **you**, but only if they are acting within the scope and course of their duties ~~as such~~ in the providing of **professional services**. Also, they must be under the supervision, ~~if required by state law~~, of a licensed chiropractor.
4. **Locum Tenens** temporarily employed by and serving in the place of an **insured**. Coverage for **locum tenens** for any one **insured** shall not exceed 60 days per policy period. An **insured** must submit an application for the **locum tenens** and obtain **our** underwriting approval before coverage for any **locum tenens** will be provided.

“Persons Insured” do not include any other licensed health care providers, including but not limited to other licensed chiropractors, except the **insured**.

Territory

This policy applies to the providing of or failure to provide **professional services** anywhere in the world, provided the **claim** or suit is brought within the United States of America, its territories or possessions, or Canada.

Exclusions

Despite any other provision of this policy, this policy does not apply to any **claim** arising out of, based upon or attributable to any of the following:

- A. An act or omission violating any federal or state statute, or any county or municipal ordinance governing the commission of a crime.
- B. The providing of or failure to provide **professional services** while **you**, or any other **insured** for whose acts or omission **you** are legally responsible, is under the influence of intoxicants or drugs.
- C. The providing of **professional services** for which **you** are not licensed to practice or the providing of **professional services** in any state in which **you** do not hold an active license.
- D. Any liability for the acts of another assumed by an **insured** under any contract or agreement. However, this exclusion does not exclude liability under contracts or agreements with any managed care organization (MCO) whose members or subscribers are patients who are furnished **professional services** by **you** under such contract or agreement, but only to the extent of the MCO’s liability for **damages** because of an **injury** caused by an **incident** arising out of the providing or failure to provide **professional services** by **you**.
- E. False imprisonment; false arrest; libel; slander; defamation; invasion of privacy or discrimination.



Persons Insured Amendatory Endorsement

Item 3 of the "Persons Insured" section of the policy is deleted in its entirety and replaced as follows:

- 3. Each registered, certified, licensed or unlicensed chiropractic assistant; each licensed or unlicensed massage therapist; each registered or licensed practical nurse or unlicensed ancillary personnel employed by **you**, but only if they are acting within the scope and course of their employment duties in the providing of **professional services**. Also, they must be under the supervision of a licensed chiropractor.

The last paragraph of the "Persons Insured" section of the policy is deleted in its entirety and replaced as follows:

"Persons Insured" does not include any other licensed health care providers including but not limited to other licensed chiropractors, except the **insured** and those licensed health care providers listed in Item 3 above.

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

6. Legal fees and **damages** incurred in the defense or investigation of a **claim** or suit that arises out of **your** chiropractic utilization review services, including the rendering of an opinion on the adequacy, necessity or reasonableness of care furnished by another chiropractor 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 occurrence and \$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 related only to chiropractic. Peer review means the evaluation of the **professional services** rendered by another chiropractor for the purpose of determining the qualifications and/or the competency of the chiropractor. Supplementary payments for legal fees and **damages** under this section will be limited to \$25,000 per occurrence and \$50,000 aggregate for all actions arising during the **policy period**.
8. Legal fees and expenses to defend **you** in a revocation, suspension or disciplinary action before the State Licensing Board commencing during the **policy period**. Supplementary payments under this section shall be limited to \$5,000 per action and \$10,000 per **policy period**. Further, no payments will be made for any appeal after the State Licensing Board has rendered a final decision.

Your consent is not needed to make any payment under the "Supplementary Payments" section of this policy. Further, this section does not change any other terms or conditions of this policy.

Persons Insured

The persons insured under this policy are:

1. The **insured** listed on the Declarations.
2. Any professional entity utilized for delivery of **professional services** as listed on the Declarations.
3. Each chiropractic assistant, nurse or unlicensed ancillary personnel employed by **you**, but only if they are acting within the scope and course of their duties ~~as such~~ in the providing of **professional services**. Also, they must be under the supervision, ~~if required by state law~~, of a licensed chiropractor.
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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