

SERFF Tracking Number: MDPC-125747466 State: Arkansas  
 Filing Company: The Medical Protective Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-DDR-001  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations  
 Made/Occurrence  
 Product Name: Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Coverage for Healthcare Providers  
 Project Name/Number: DDR form only filing/08-DDR-001

## Filing at a Glance

Company: The Medical Protective Company

Product Name: Physicians & Surgeons,  
 Dentists, Allieds and Comprehensive Liability  
 Coverage for Healthcare Providers

TOI: 11.0 Medical Malpractice - Claims  
 Made/Occurrence

Sub-TOI: 11.0000 Med Mal Sub-TOI  
 Combinations

Filing Type: Form

SERFF Tr Num: MDPC-125747466 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: 08-DDR-001

State Status: Fees verified and  
 received

Co Status:  
 Author: Melissa Coker

Reviewer(s): Edith Roberts  
 Disposition Date: 09/30/2008

Date Submitted: 07/26/2008

Disposition Status: Withdrawn

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: DDR form only filing

Project Number: 08-DDR-001

Reference Organization: n/a

Reference Title: n/a

Filing Status Changed: 09/30/2008

State Status Changed: 09/30/2008

Corresponding Filing Tracking Number:

Filing Description:

The Medical Protective Company hereby submits for your review and consideration the enclosed form filing applicable to our Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Health Care Providers Programs. We request an effective date for this submission upon approval.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number: n/a

Advisory Org. Circular: n/a

Deemer Date:

SERFF Tracking Number: MDPC-125747466 State: Arkansas  
 Filing Company: The Medical Protective Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-DDR-001  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations  
 Made/Occurrence  
 Product Name: Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Coverage for Healthcare Providers  
 Project Name/Number: DDR form only filing/08-DDR-001

The attached explanatory memorandum identifies the changes for each of the attached forms.

## Company and Contact

### Filing Contact Information

Melissa Coker, Paralegal melissa.coker@medpro.com  
 5814 Reed Road (260) 486-0838 [Phone]  
 Fort Wayne, IN 46835 (260) 486-0733[FAX]

### Filing Company Information

The Medical Protective Company CoCode: 11843 State of Domicile: Indiana  
 5814 Reed Road Group Code: Company Type:  
 Fort Wayne, IN 46835 Group Name: State ID Number:  
 (260) 486-0838 ext. [Phone] FEIN Number: 35-0506406  
 -----

## Filing Fees

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

| COMPANY                        | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|--------------------------------|---------|----------------|---------------|
| The Medical Protective Company | \$50.00 | 07/26/2008     | 21615114      |

SERFF Tracking Number: MDPC-125747466 State: Arkansas  
 Filing Company: The Medical Protective Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-DDR-001  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations  
 Made/Occurrence  
 Product Name: Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Coverage for Healthcare Providers  
 Project Name/Number: DDR form only filing/08-DDR-001

## Correspondence Summary

### Dispositions

| Status    | Created By    | Created On | Date Submitted |
|-----------|---------------|------------|----------------|
| Withdrawn | Edith Roberts | 09/30/2008 | 09/30/2008     |

### Objection Letters and Response Letters

| Objection Letters               |               |            |                | Response Letters |            |                |
|---------------------------------|---------------|------------|----------------|------------------|------------|----------------|
| Status                          | Created By    | Created On | Date Submitted | Responded By     | Created On | Date Submitted |
| Pending<br>Industry<br>Response | Edith Roberts | 08/21/2008 | 08/21/2008     | Melissa Coker    | 08/21/2008 | 08/21/2008     |



SERFF Tracking Number: MDPC-125747466 State: Arkansas  
 Filing Company: The Medical Protective Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-DDR-001  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations  
 Made/Occurrence  
 Product Name: Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Coverage for Healthcare Providers  
 Project Name/Number: DDR form only filing/08-DDR-001

| Item Type           | Item Name  | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty   | Withdrawn   | Yes           |
| Supporting Document | explanatory memo   | Withdrawn   | Yes           |
| Form                | Extension Contract Endorsement   | Withdrawn   | Yes           |
| Form                | Death, Disability or Retirement Claims Made Endt.  | Withdrawn   | Yes           |
| Form                | Death, Disability or Retirement Claims Made Endorsement  | Withdrawn   | Yes           |
| Form                | Death, Disability or Retirement Healthcare Providers Professional Liability Insuring Agreement | Withdrawn   | Yes           |
| Form                | Death, Disability or Retirement Healthcare Providers Professional Liability Insuring Agreement | Withdrawn   | Yes           |
| Form                | Death, Disability or Retirement Physicians Professional Liability Insuring Agreement           | Withdrawn   | Yes           |
| Form                | Death, Disability or Retirement Physicians Professional Liability Insuring Agreement           | Withdrawn   | Yes           |

SERFF Tracking Number: MDPC-125747466 State: Arkansas  
Filing Company: The Medical Protective Company State Tracking Number: EFT \$50  
Company Tracking Number: 08-DDR-001  
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations  
Made/Occurrence  
Product Name: Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Coverage for Healthcare Providers  
Project Name/Number: DDR form only filing/08-DDR-001

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 08/21/2008  
Submitted Date 08/21/2008

Respond By Date

Dear Melissa Coker,

This will acknowledge receipt of the captioned filing.

Each of these endorsements contain the language "the limits of liability provided will be the lowest limits purchased from the company by the insured physician during the five policy years immediately preceding death, total disability or permanent retirement."

AR Code Anno. 23-79-306 (3) requires that the minimum limits of liability be the greater of "the limit remaining or reinstatement to 50% of the expiring policy aggregate." Please 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 08/21/2008  
Submitted Date 08/21/2008

Dear Edith Roberts,

### Comments:

### Response 1

Comments: Ms. Roberts,

It has come to our attention the filing needs additional modification. At this time we wish to withdraw the filing and will resubmit at a later time that will reflect the modifications you requested as well.

Thank you for your time,

Melissa Coker



SERFF Tracking Number: MDPC-125747466 State: Arkansas  
 Filing Company: The Medical Protective Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-DDR-001  
 TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations  
 Made/Occurrence  
 Product Name: Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Coverage for Healthcare Providers  
 Project Name/Number: DDR form only filing/08-DDR-001

## Form Schedule

| Review Status | Form Name  | Form #      | Edition Date | Form Type Action                 | Action Specific Data | Readability | Attachment                                  |
|---------------|--|-------------|--------------|----------------------------------|----------------------|-------------|---|
| Withdrawn     | Extension Contract Endorsement   | 780         | 7/08         | Endorsement/Amendment/Conditions |                      | 32.50       | end. 780 Extension Contract Endorsement.pdf |
| Withdrawn     | Death, Disability or Retirement Claims Made Endt.  | 809         | 7/08         | Endorsement/Amendment/Conditions |                      | 27.60       | End. 809 DDR.pdf                            |
| Withdrawn     | Death, Disability or Retirement Claims Made Endorsement  | 839         | 07/08        | Endorsement/Amendment/Conditions |                      | 27.70       | End. 839 DDR.pdf                            |
| Withdrawn     | Death, Disability or Retirement Healthcare Providers Professional Liability Insuring Agreement | PAE-0900-00 | 07/08        | Endorsement/Amendment/Conditions |                      | 24.80       | pae-0900-00.pdf                             |
| Withdrawn     | Death, Disability or Retirement Healthcare Providers Professional Liability Insuring Agreement | PAE-0901-00 | 07/08        | Endorsement/Amendment/Conditions |                      | 24.70       | pae-0901-00.pdf                             |
| Withdrawn     | Death, Disability or Retirement Physicians Professional Liability Insuring                     | PPE-0900-00 | 07/08        | Endorsement/Amendment/Conditions |                      | 24.80       | ppe 0900 00.pdf                             |





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

***EXTENSION CONTRACT ENDORSEMENT***

This endorsement is attached to and made part of Policy No. \_\_\_\_\_ which has a policy term from \_\_\_\_\_ to \_\_\_\_\_.

In consideration of an additional premium of \$ \_\_\_\_\_, it is hereby understood and agreed that the period for the filing of a claim in accordance with Section A of this policy is extended but only for the filing of those claims covered by the policy to which this endorsement is attached for professional services rendered or which should have been rendered on or after the policy retroactive date of \_\_\_\_\_ and prior to the policy expiration date of \_\_\_\_\_. The limits of coverage which shall apply to claims reported under this endorsement are \$ \_\_\_\_\_ per claim filed and \$ \_\_\_\_\_ as an aggregate amount for all claims reported under this endorsement.

It is further agreed that this endorsement may not be canceled or restricted in any way, other than for non-payment of premium when due.

\_\_\_\_\_  
*Countersigned*

\_\_\_\_\_  
*Vice President – Underwriting*

E-780

ed: 07/08

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

**DEATH, DISABILITY OR RETIREMENT  
CLAIMS-MADE ENDORSEMENT**

1. Paragraph G, H and J are deleted.
  2. The following is added:
- G. Should the insured die or become totally disabled as a result of accident or sickness, the Company further agrees to waive any premium that would normally be due for the "Extension Contract" guaranteed to be offered in the Insuring Agreement "F".

The term "totally disabled" shall mean that the Insured is permanently, wholly, and continuously disabled and prevented from performing any and every duty pertaining to his or her profession and is under the regular care and attendance of a legally qualified physician and other than himself or herself. Disability resulting from drug or alcohol abuse shall not qualify towards "totally disabled".

- H. If at any time after being continuously insured on a claims-made basis for a minimum of 1 year with the Company, the Insured elects to permanently retire from the practice of medicine, the Company will offer the "extension contract" described above, and will waive any and all premium charges normally associated with such extension. However, such a waiver would only apply if the retroactive date as shown on the policy is at least 48 months prior to the date of retirement.

As used in this endorsement, the term "permanently retire" shall mean that the insured has completely and permanently ceased any practice of medicine for compensation.

The company may require periodic proof that the Insured remains retired from the practice of medicine. By accepting the waiver of the "extension contract" premium, the Insured agrees that upon the resumption of the practice of medicine, the Insured has the duty to inform the company in writing within 15 days following the resumption of practice and has the obligation to pay the premium that would have been due but for the waiver of the "extension contract" premium. In addition, the Insured will be responsible to reimburse the Company for the cost of collections and reasonable attorney fees.

If the Insured fails to purchase the "extension contract" within 45 days following the resumption of practice of medicine, the Insured acknowledges the Company may void the extension contract and that he/she will have no coverage for any claims that would have been reportable under the "extension contract".

- J. In any event, the limits of coverage offered in G, H and I above may not exceed the lowest limits purchased by the insured during the five policy years immediately proceeding death disability or retirement.

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

**DEATH, DISABILITY OR RETIREMENT  
CLAIMS-MADE ENDORSEMENT**

1. Paragraph G, H and J are deleted.
2. The following is added:
  - G. Should the insured die or become totally disabled as a result of accident or sickness, the Company further agrees to waive any premium that would normally be due for the "Extension Contract" guaranteed to be offered in the Insuring Agreement "F".

The term "totally disabled" shall mean that the Insured is permanently, wholly, and continuously disabled and prevented from performing any and every duty pertaining to his or her profession and is under the regular care and attendance of a legally qualified physician and other than himself or herself. Disability resulting from drug or alcohol abuse shall not qualify towards "totally disabled".

- H. If at any time after being continuously insured on a claims-made basis for a minimum of \_\_\_\_ year(s) with the Company, the Insured elects to permanently retire from the practice of medicine, the Company will offer the "extension contract" described above, and will waive any and all premium charges normally associated with such extension. However, such a waiver would only apply if the retroactive date as shown on the policy is at least \_\_\_\_ months prior to the date of retirement.

As used in this endorsement, the term "permanently retire" shall mean that the insured has completely and permanently ceased any practice of medicine for compensation.

The company may require periodic proof that the Insured remains retired from the practice of medicine. By accepting the waiver of the "extension contract" premium, the Insured agrees that upon the resumption of the practice of medicine, the Insured has the duty to inform the company in writing within 15 days following the resumption of practice and has the obligation to pay the premium that would have been due but for the waiver of the "extension contract" premium. In addition, the Insured will be responsible to reimburse the Company for the cost of collections and reasonable attorney fees.

If the Insured fails to purchase the "extension contract" within 45 days following the resumption of practice of medicine, the Insured acknowledges the Company may void the extension contract and that he/she will have no coverage for any claims that would have been reportable under the "extension contract".

- J. In any event, the limits of coverage offered in G, H and I above may not exceed the lowest limits purchased by the insured during the five policy years immediately preceding death disability or retirement.

# The Medical Protective Company®

Professional Protection Since 1899

Any space preceded by an asterisk (\*) need not be completed if the effective date of this endorsement is the first day of the policy period. All effective dates are 12:01 a.m. Standard Time at the address of the First Named Insured.

|                                |                            |                     |
|--------------------------------|----------------------------|---------------------|
| Endorsement No.                | Forming Part of Policy No. | First Named Insured |
| *Effective Date of Endorsement | *Authorized Representative |                     |

## DEATH, DISABILITY, OR RETIREMENT HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY INSURING AGREEMENT

In consideration of the payment of the premium charged and in reliance upon the representations of all insureds, the company and the insureds agree to amend the policy as follows:

### HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY INSURING AGREEMENT

The following provision is hereby deleted from the Extended Reporting Period Option section:

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured provider**:
  - i. has been continuously insured by the **company** on a claims made basis for 20 years.
  - ii. has died or become **totally disabled** as a result of accident or sickness.
  - iii. has elected to **permanently retire** from his or her profession.

The **insured provider** must submit an affidavit confirming his or her intention to **permanently retire**. The affidavit must also include the **insured provider's** agreement to pay the applicable premium for the **extended reporting period** if he or she returns to the practice of medicine after delivering such affidavit.

- b. This waiver of premium will be effective as soon as the **company** verifies the application and receives acceptable proof of death, **total disability**, or **permanent retirement**. In addition, any premium owed for the **insured provider's** coverage under this policy at the time of cancellation must be paid. The limits of liability provided will be the lowest limits purchased from the **company** by the **insured provider** during the five policy years immediately preceding death, **total disability**, or **permanent retirement**.

The following provision is hereby added to the Extended Reporting Period Option section.

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured provider** dies or becomes **totally disabled** as a result of accident or sickness.
  - i. The term "totally disabled" shall mean that the **insured provider** is permanently, wholly, and continuously disabled and prevented from performing any and every duty pertaining to his or her profession, is under the regular care and attendance of a legally qualified provider other than himself or herself.
  - ii. Disability resulting from drug or alcohol abuse shall not qualify towards "totally disabled".
- b. the **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured provider**:
  - i. elects **permanently retire** from the practice of medicine;
  - ii. has been continuously insured on a claims-made basis for a minimum of \_\_\_\_\_ year(s) with the **company**; and,
  - iii. has a retroactive date, as shown on the policy, that is at least \_\_\_\_\_ months prior to the date of retirement.

As used in this endorsement, the term "**permanently retire**" shall mean that the insured has completely and permanently ceased any practice of medicine for compensation.

- c. The **company** may require periodic proof that the insured remains **totally disabled** or **permanently retired** from the practice of medicine.
- d. By accepting the waiver of premium normally due for the extended reporting period, the **insured provider** understands the **company** may require periodic proof that the **insured provider** remains **totally disabled** or **permanently retired** from the practice of medicine. The **insured provider** agrees that if he or she resumes the practice of medicine, the **insured provider** shall:
  - i. provide written notification to the **company** within fifteen (15) days following the resumption of the practice of medicine;
  - ii. pay to the **company** the premium that would have been due but for the waiver of premium; and,
  - iii. pay any necessary costs of collection and reasonable attorney fees.

If the **insured provider** fails to purchase the **extended reporting period** within 45 days following the resumption of practice of medicine, the **insured provider** acknowledges the **company** may void the **extended reporting period** and that he or she will have no coverage for any claims that would have been reportable under the **extended reporting period**.

- e. The limits of liability for the **extended reporting period** provided under this endorsement may not exceed the lowest limits purchased by the **insured provider** during the five policy years immediately preceding death, disability, or retirement.

All other terms and conditions of the policy remain unchanged.

# The Medical Protective Company®

Professional Protection Since 1899

Any space preceded by an asterisk (\*) need not be completed if the effective date of this endorsement is the first day of the policy period. All effective dates are 12:01 a.m. Standard Time at the address of the First Named Insured.

|                                |                            |                     |
|--------------------------------|----------------------------|---------------------|
| Endorsement No.                | Forming Part of Policy No. | First Named Insured |
| *Effective Date of Endorsement | *Authorized Representative |                     |

## DEATH, DISABILITY, OR RETIREMENT HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY INSURING AGREEMENT

In consideration of the payment of the premium charged and in reliance upon the representations of all insureds, the company and the insureds agree to amend the policy as follows:

### HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY INSURING AGREEMENT

The following provision is hereby deleted from the Extended Reporting Period Option section:

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured provider**:
  - i. has been continuously insured by the **company** on a claims made basis for 20 years.
  - ii. has died or become **totally disabled** as a result of accident or sickness.
  - iii. has elected to **permanently retire** from his or her profession.

The **insured provider** must submit an affidavit confirming his or her intention to **permanently retire**. The affidavit must also include the **insured provider's** agreement to pay the applicable premium for the **extended reporting period** if he or she returns to the practice of medicine after delivering such affidavit.

- b. This waiver of premium will be effective as soon as the **company** verifies the application and receives acceptable proof of death, **total disability**, or **permanent retirement**. In addition, any premium owed for the **insured provider's** coverage under this policy at the time of cancellation must be paid. The limits of liability provided will be the lowest limits purchased from the **company** by the **insured provider** during the five policy years immediately preceding death, **total disability**, or **permanent retirement**.

The following provision is hereby added to the Extended Reporting Period Option section.

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured provider** dies or becomes **totally disabled** as a result of accident or sickness.
  - i. The term "totally disabled" shall mean that the **insured provider** is permanently, wholly, and continuously disabled and prevented from performing any and every duty pertaining to his or her profession, is under the regular care and attendance of a legally qualified provider other than himself or herself.
  - ii. Disability resulting from drug or alcohol abuse shall not qualify towards "totally disabled".
- b. the **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured provider**:
  - i. elects **permanently retire** from the practice of medicine;
  - ii. has been continuously insured on a claims-made basis for a minimum of one (1) year with the **company**; and,
  - iii. has a retroactive date, as shown on the policy, that is at least 48 months prior to the date of retirement.

As used in this endorsement, the term "**permanently retire**" shall mean that the insured has completely and permanently ceased any practice of medicine for compensation.

- c. The **company** may require periodic proof that the insured remains **totally disabled** or **permanently retired** from the practice of medicine.
- d. By accepting the waiver of premium normally due for the extended reporting period, the **insured provider** understands the **company** may require periodic proof that the **insured provider** remains **totally disabled** or **permanently retired** from the practice of medicine. The **insured provider** agrees that if he or she resumes the practice of medicine, the **insured provider** shall:
  - i. provide written notification to the **company** within fifteen (15) days following the resumption of the practice of medicine;
  - ii. pay to the **company** the premium that would have been due but for the waiver of premium; and,
  - iii. pay any necessary costs of collection and reasonable attorney fees.

If the **insured provider** fails to purchase the **extended reporting period** within 45 days following the resumption of practice of medicine, the **insured provider** acknowledges the **company** may void the **extended reporting period** and that he or she will have no coverage for any claims that would have been reportable under the **extended reporting period**.

- e. The limits of liability for the **extended reporting period** provided under this endorsement may not exceed the lowest limits purchased by the **insured provider** during the five policy years immediately preceding death, disability, or retirement.

All other terms and conditions of the policy remain unchanged.

# The Medical Protective Company®

Professional Protection Since 1899

Any space preceded by an asterisk (\*) need not be completed if the effective date of this endorsement is the first day of the policy period. All effective dates are 12:01 a.m. Standard Time at the address of the First Named Insured.

|                                |                            |                            |
|--------------------------------|----------------------------|----------------------------|
| Endorsement No.                | Forming Part of Policy No. | First Named Insured        |
| *Effective Date of Endorsement |                            | *Authorized Representative |

## DEATH, DISABILITY, OR RETIREMENT PHYSICIANS PROFESSIONAL LIABILITY INSURING AGREEMENT

In consideration of the payment of the premium charged and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

### PHYSICIANS PROFESSIONAL LIABILITY INSURING AGREEMENT

The following provision is hereby deleted from the Extended Reporting Period Option section:

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured physician**:
  - i. has been continuously insured by the **company** on a claims made basis for 20 years.
  - ii. has died or become **totally disabled** as a result of accident or sickness.
  - iii. has elected to **permanently retire** from his or her profession.

The **insured physician** must submit an affidavit confirming his or her intention to **permanently retire**. The affidavit must also include the **insured physician's** agreement to pay the applicable premium for the **extended reporting period** if he or she returns to the practice of medicine after delivering such affidavit.

- b. This waiver of premium will be effective as soon as the **company** verifies the application and receives acceptable proof of death, **total disability**, or **permanent retirement**. In addition, any premium owed for the **insured physician's** coverage under this policy at the time of cancellation must be paid. The limits of liability provided will be the lowest limits purchased from the **company** by the **insured physician** during the five policy years immediately preceding death, **total disability**, or **permanent retirement**.

The following provision is hereby added to the Extended Reporting Period Option section.

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured physician** dies or becomes **totally disabled** as a result of accident or sickness.
  - i. The term “totally disabled” shall mean that the **insured physician** is permanently, wholly, and continuously disabled and prevented from performing any and every duty pertaining to his or her profession, is under the regular care and attendance of a legally qualified physician other than himself or herself.
  - ii. Disability resulting from drug or alcohol abuse shall not qualify towards “totally disabled”.
- b. the **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured physician**:
  - i. elects **permanently retire** from the practice of medicine;
  - ii. has been continuously insured on a claims-made basis for a minimum of \_\_\_\_\_ year(s) with the **company**; and,
  - iii. has a retroactive date, as shown on the policy, that is at least \_\_\_\_\_ months prior to the date of retirement.

As used in this endorsement, the term “**permanently retire**” shall mean that the insured has completely and permanently ceased any practice of medicine for compensation.

- c. The **company** may require periodic proof that the insured remains **totally disabled** or **permanently retired** from the practice of medicine.
- d. By accepting the waiver of premium normally due for the extended reporting period, the **insured physician** understands the **company** may require periodic proof that the **insured physician** remains **totally disabled** or **permanently retired** from the practice of medicine. The **insured physician** agrees that if he or she resumes the practice of medicine, the **insured physician** shall:
  - i. provide written notification to the **company** within fifteen (15) days following the resumption of the practice of medicine;
  - ii. pay to the **company** the premium that would have been due but for the waiver of premium; and,
  - iii. pay any necessary costs of collection and reasonable attorney fees.

If the **insured physician** fails to purchase the **extended reporting period** within 45 days following the resumption of practice of medicine, the **insured physician** acknowledges the **company** may void the **extended reporting period** and that he or she will have no coverage for any claims that would have been reportable under the **extended reporting period**.

- e. The limits of liability for the **extended reporting period** provided under this endorsement may not exceed the lowest limits purchased by the **insured physician** during the five policy years immediately proceeding death, disability, or retirement.

All other terms and conditions of the policy remain unchanged.

# The Medical Protective Company®

Professional Protection Since 1899

Any space preceded by an asterisk (\*) need not be completed if the effective date of this endorsement is the first day of the policy period. All effective dates are 12:01 a.m. Standard Time at the address of the First Named Insured.

|                                |                            |                            |
|--------------------------------|----------------------------|----------------------------|
| Endorsement No.                | Forming Part of Policy No. | First Named Insured        |
| *Effective Date of Endorsement |                            | *Authorized Representative |

## DEATH, DISABILITY, OR RETIREMENT PHYSICIANS PROFESSIONAL LIABILITY INSURING AGREEMENT

In consideration of the payment of the premium charged and in reliance upon the representations of all **insureds**, the **company** and the **insureds** agree to amend the policy as follows:

### PHYSICIANS PROFESSIONAL LIABILITY INSURING AGREEMENT

The following provision is hereby deleted from the Extended Reporting Period Option section:

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured physician**:
  - i. has been continuously insured by the **company** on a claims made basis for 20 years.
  - ii. has died or become **totally disabled** as a result of accident or sickness.
  - iii. has elected to **permanently retire** from his or her profession.

The **insured physician** must submit an affidavit confirming his or her intention to **permanently retire**. The affidavit must also include the **insured physician's** agreement to pay the applicable premium for the **extended reporting period** if he or she returns to the practice of medicine after delivering such affidavit.

- b. This waiver of premium will be effective as soon as the **company** verifies the application and receives acceptable proof of death, **total disability**, or **permanent retirement**. In addition, any premium owed for the **insured physician's** coverage under this policy at the time of cancellation must be paid. The limits of liability provided will be the lowest limits purchased from the **company** by the **insured physician** during the five policy years immediately preceding death, **total disability**, or **permanent retirement**.

The following provision is hereby added to the Extended Reporting Period Option section.

Waiver of premium for **extended reporting period**:

- a. The **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured physician** dies or becomes **totally disabled** as a result of accident or sickness.
  - i. The term “totally disabled” shall mean that the **insured physician** is permanently, wholly, and continuously disabled and prevented from performing any and every duty pertaining to his or her profession, is under the regular care and attendance of a legally qualified physician other than himself or herself.
  - ii. Disability resulting from drug or alcohol abuse shall not qualify towards “totally disabled”.
- b. the **company** agrees to waive any premium normally due for the **extended reporting period** if the **insured physician**:
  - i. elects **permanently retire** from the practice of medicine;
  - ii. has been continuously insured on a claims-made basis for a minimum of one (1) year with the **company**; and,
  - iii. has a retroactive date, as shown on the policy, that is at least 48 months prior to the date of retirement.

As used in this endorsement, the term “**permanently retire**” shall mean that the insured has completely and permanently ceased any practice of medicine for compensation.

- c. The **company** may require periodic proof that the insured remains **totally disabled** or **permanently retired** from the practice of medicine.
- d. By accepting the waiver of premium normally due for the extended reporting period, the **insured physician** understands the **company** may require periodic proof that the **insured physician** remains **totally disabled** or **permanently retired** from the practice of medicine. The **insured physician** agrees that if he or she resumes the practice of medicine, the **insured physician** shall:
  - i. provide written notification to the **company** within fifteen (15) days following the resumption of the practice of medicine;
  - ii. pay to the **company** the premium that would have been due but for the waiver of premium; and,
  - iii. pay any necessary costs of collection and reasonable attorney fees.

If the **insured physician** fails to purchase the **extended reporting period** within 45 days following the resumption of practice of medicine, the **insured physician** acknowledges the **company** may void the **extended reporting period** and that he or she will have no coverage for any claims that would have been reportable under the **extended reporting period**.

- e. The limits of liability for the **extended reporting period** provided under this endorsement may not exceed the lowest limits purchased by the **insured physician** during the five policy years immediately proceeding death, disability, or retirement.

All other terms and conditions of the policy remain unchanged.



SERFF Tracking Number: MDPC-125747466 State: Arkansas  
Filing Company: The Medical Protective Company State Tracking Number: EFT \$50  
Company Tracking Number: 08-DDR-001  
TOI: 11.0 Medical Malpractice - Claims Sub-TOI: 11.0000 Med Mal Sub-TOI Combinations  
Made/Occurrence  
Product Name: Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Coverage for Healthcare Providers  
Project Name/Number: DDR form only filing/08-DDR-001

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Withdrawn 09/30/2008

**Comments:**

attached

**Attachment:**

4902\_001.pdf

**Satisfied -Name:** explanatory memo **Review Status:** Withdrawn 09/30/2008

**Comments:**

attached

**Attachment:**

ar.pdf

**Property & Casualty Transmittal Document**

**Reset Form**

**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

|                                |                 |               |               |                |                     |
|--------------------------------|-----------------|---------------|---------------|----------------|---------------------|
| <b>3. Group Name</b>           |                 |               |               |                | <b>Group NAIC #</b> |
|                                |                 |               |               |                |                     |
| <b>4. Company Name(s)</b>      | <b>Domicile</b> | <b>NAIC #</b> | <b>FEIN #</b> | <b>State #</b> |                     |
| The Medical Protective Company | Indiana         | 11843         | 35-0506406    |                |                     |
|                                |                 |               |               |                |                     |
|                                |                 |               |               |                |                     |
|                                |                 |               |               |                |                     |
|                                |                 |               |               |                |                     |

**5. Company Tracking Number** 08-DDR-001 AR

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

|   |              |                          |              |                          |
|---|--------------|--------------------------|--------------|--------------------------|
| <b>6. Name and address</b>                          | <b>Title</b> | <b>Telephone #s</b>      | <b>FAX #</b> | <b>e-mail</b>            |
| Melissa Coker<br>5814 Reed Rd, Fort Wayne, IN 46835 | Paralegal    | 260-486-0838             | 260-486-0733 | melissa.coker@medpro.com |
|   |              |                          |              |                          |
| <b>7. Signature of authorized filer</b>             |              | <i>Melissa Coker</i>     |              |                          |
| <b>8. Please print name of authorized filer</b>     |              | Melissa Coker, Paralegal |              |                          |

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

|   |  |
|---|--|
| <b>9. Type of Insurance (TOI)</b>   | 11.0 Med Mal-Claims Made and Occurrence  |
| <b>10. Sub-Type of Insurance (Sub-TOI)</b>  | 11.0029 Other  |
| <b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b> |  |
| <b>12. Company Program Title (Marketing title)</b>  | Physicians & Surgeons, Dentists, Allies and Comprehensive Prog.  |
| <b>13. Filing Type</b>  | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| <b>14. Effective Date(s) Requested</b>  | New: Upon Approval      Renewal: Upon Approval   |
| <b>15. Reference Filing?</b>  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| <b>16. Reference Organization (if applicable)</b>   | n/a  |
| <b>17. Reference Organization # &amp; Title</b>   | n/a  |
| <b>18. Company's Date of Filing</b>   | n/a  |
| <b>19. Status of filing in domicile</b>   | <input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved  |

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 08-DDR-001 AR

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

Medical Protective Company hereby submits for your review and consideration the enclosed form filing applicable to our Physicians & Surgeons, Dentists, Allieds and Comprehensive Liability Health Care Providers Programs. We request an effective date for this submission upon approval.

The attached explanatory memorandum identifies the changes for each of the attached forms.

[View Complete Filing Description](#)

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 #: left submission

Amount: \$50.00

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>   | 08-DDR-001 AR                      |   |  |   |
| <b>2.</b> | <b>This filing corresponds to rate/rule filing number</b><br><small>(Company tracking number of rate/rule filing, if applicable)</small> | 08-DDR-002 AR                      |   |  |   |
| <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        | Extension Contract Endt.   | 780; 07/08 edt                     | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 02        | Death, Disability or Retirement CM Endt.   | 809; 07/08 edt                     | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 03        | Death, Disability or Retirement CM Endt.   | 839; 07/08 edt                     | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 04        | Death, Disability or Retirement CM Endt. Health Care Providers PL Insuring Agreement   | PAE-0900-00; 07/08 edt             | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 05        | Death, Disability or Retirement CM Endt. Health Care Providers PL Insuring Agreement   | PAE-0901-00; 07/08 edt             | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 06        | Death, Disability or Retirement CM Endt. Physiicans Providers PL Insuring Agreement  | PPE-0900-00; 07/08 edt             | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 07        | Death, Disability or Retirement CM Endt. Physicians Providers PL Insuring Agreement  | PPE-0901-00; 07/08 edt             | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 08        |  |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 09        |  |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 10        |  |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |

PC FFS-1

# THE MEDICAL PROTECTIVE COMPANY

## ARKANSAS

### PHYSICIANS AND SURGEONS DENTISTS ALLIED HEALTHCARE PROVIDERS

#### EXPLANATORY MEMORANDUM

The Medical Protective Company (MedPro) submits for your review and consideration the attached form filing. The Company respectfully requests an effective date commensurate with the approval of the filing.

**E 780 (07/08) – Extension Contract Endorsement** – This endorsement is added to a Claims Made policy to extend the insureds ability to file a claim but only for claims covered by the policy for which it attaches to. The endorsement is being revised to state that only for non-payment of premium can the endorsement be canceled. This endorsement is optional and the changes do not result in a rate impact.

**E 809 (07/08) Death, Disability or Retirement Claims Made Endorsement** – This endorsement is attached to a claims made policy and outlines the terms for which the Company will provide the insured a free extended reporting period endorsement. The changes to this endorsement include reducing the amount of time the insured has been insured with the Company and removing the age requirement. Additionally, the endorsement add a requirement that the insured must have a retroactive date at least 48 months prior to the date of retirement. This endorsement is mandatory and has no rate impact.

**E 839 (07/08) Death, Disability or Retirement Claims Made Endorsement** – This endorsement is attached to a claims made policy and outlines the terms for which the Company will provide the insured a free extended reporting period endorsement. This endorsement varies from the proposed E809 in that it will provide a variable amount of years for which the insured must be with the Company as well as a variable month's field for which the retroactive date must be in order for a free tail to be issued. This endorsement is optional and has no rate impact.

**PEA-0900-00 (07/2008) – Death, Disability or Retirement – Physicians Professional Liability Insuring Agreement** – This endorsement is attached to the Comprehensive Program for Healthcare Providers coverage form, specifically the Physicians insuring agreement and outlines the terms for which the Company will provide the insured a free extended reporting period endorsement. This endorsement is mandatory and the changes do not have a rate impact.

**PEA-0901-00 (07/2008) – Death, Disability or Retirement – Physicians Professional Liability Insuring Agreement** – This endorsement is attached to the Comprehensive Program for Healthcare Providers coverage form, specifically the Physicians insuring agreement and outlines the terms for which the Company will provide the insured a free extended reporting period endorsement. This endorsement is mandatory and the changes do not have a rate impact.

**PAE-0900-00 (07/2008) – Death, Disability or Retirement – Health Care Providers Professional Liability Insuring Agreement** – This endorsement is attached to the Comprehensive Program for Healthcare Providers coverage form, specifically the Health Care Providers insuring agreement and outlines the terms for which the Company will provide the insured a free extended reporting period endorsement. This endorsement is mandatory and the changes do not have a rate impact.

**PAE-0901-00 (07/2008) – Death, Disability or Retirement – Health Care Providers Professional Liability Insuring Agreement** – This endorsement is attached to the Comprehensive Program for Healthcare Providers coverage form, specifically the Health Care Providers insuring agreement and outlines the terms for which the Company will provide the insured a free extended reporting period endorsement. This endorsement is mandatory and the changes do not have a rate impact.