

# CHIROSECURE™

MALPRACTICE INSURANCE • RISK MANAGEMENT SERVICES

*We appreciate the confidence and trust you have placed in us! Enclosed, please find your Chiropractic Malpractice Insurance Policy.*

## **Important Things to Note on your Malpractice Policy:**

- Please check your policy to verify your Name, Address and any Corporate Entity that should be listed. (If you own a corporation and it is not listed, there would be no coverage for that corporation)
- Please notify us of any change of address, updated email, business name change, change of payment, or anything else you might have updated since your original application, to ensure proper coverage if needed.
- If you have ***notice of a Lawsuit or Potential Claim, a Board Complaint, HIPAA Violation, Insurance Audit Demand, or EPLI or Cyber issue***, you must report it to us **as soon as possible** so you DO NOT risk voiding your coverage for that incident.
- Always keep your Declarations page readily available. Many times during the year it may be requested from managed care groups.
- For a copy of our Informed Consent Packet to utilize in your office, please visit our website to download: [www.chirosecure.com](http://www.chirosecure.com)

**Please like us on Facebook.** You will receive notifications of our Risk Management Tips, Live Shows, and anything else we are up to!

Please also download our **FREE** ChiroSecure App on your Apple or Android device.

**We appreciate referrals!** If we exceeded your expectations, please refer your colleagues over to us. You can be confident that we will give them the same level of service, support, and coverage that we offer to you.

If you have any questions or concerns, please feel free to call us at (866) 802-4476.

**8501 E Princess Dr. Suite 130**

**Scottsdale, AZ 85255**

**Phone: (866) 802-4476 Fax: (480) 657-8505**

**[www.chirosecure.com](http://www.chirosecure.com)**

## CERTIFICATE OF INSURANCE

NOTICE: AS INDICATED IN ITEM III, BELOW, SOME, OR ALL COVERAGE UNDER YOUR RISK PURCHASING GROUP MASTER POLICY IS PROVIDED ON A CLAIMS MADE BASIS. CLAIMS-MADE COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO US DURING THE CERTIFICATE PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE POLICY WITH YOUR INSURANCE REPRESENTATIVE.

**CERTIFICATE NUMBER:** COVC-313283-02

**MASTER POLICY NUMBER:** COVC2020-01

**PRODUCER:** ChiroSecure

**PHONE NUMBER:** 866-802-4476

**ITEM I**  
**NAMED CERTIFICATE HOLDER / AND ADDRESS:** Stephanie Nieves Torres, D.C.  
 8910 Miramar Pkwy  
 Miramar, FL 33025  
**NAMED INSURED ENTITY:**

**ITEM II.** **CERTIFICATE PERIOD:** (12:01 A.M.) 3/25/2023 to (12:01 A.M.) 3/25/2024

ITEM III. ITEM IV.	RETROACTIVE DATES LIMITS OF LIABILITY	Claims Reporting Type	Retroactive Date	Per Occurrence Limit	Aggregate Policy Limit
	Professional Liability	Claims Made	03/25/2022	\$100,000	\$300,000
	Premises Liability	Claims Made	03/25/2022	\$100,000	\$300,000
	Cyber Liability	Claims Made	03/25/2022	\$10,000	\$10,000
	Employment Practices Liability	Claims Made	03/25/2022	\$10,000	\$10,000

ITEM V.	DEFENSE COSTS AND OTHER EXPENSES	Per Occurrence Limit	Aggregate Policy Limit
	Health Plan and/or Medicare/Medicaid Billing Error	\$10,000	\$10,000
	Loss of Earnings for Defense	\$3,500	\$25,000
	Information Privacy Wrongful Act Defense Only Coverage (HIPAA)	\$10,000	\$10,000
	Administrative Hearings Defense Costs	\$10,000	\$10,000
	First Aid Reimbursement	\$15,000	\$15,000
	Medical Payment to Others- Reimbursement	\$5,000	\$100,000
	Deposition Fees and Expenses Reimbursement	\$10,000	\$10,000

**ITEM VI.** **DEDUCTIBLE:** \$0.00

**ITEM VII.** **ENDORSEMENTS FORMING PART OF THIS CERTIFICATE AT ISSUANCE:**

Chiropractor Master Professional Liability Policy Form; Chiropractor Master Professional Liability Declarations; 2001, 2008, 2009, 4207

**CERTIFICATE PREMIUM:**

**Premium:** \$877.00

**Other Costs:** \$175.10 (Includes \$150.00 RPG Fee, \$23.68 Surplus Lines Tax, \$1.42 Stamping Fee)

**Total:** \$1,052.10

**ITEM VIII.**

**NOTICE OF CLAIM:**

The Insured must give the Company written notice of any Claim, Suit, Employment Practices Claim (if applicable), cyber related Claims Expenses, or Notification Costs (if applicable) claim(s) or potential claim(s) made against the Insured as soon as practicable but not later than sixty (60) days after expiration of the Certificate Period or an extended reporting period, if applicable. In the event suit is brought against the Insured, the Insured must immediately forward to the Company every demand, notice, summons, complaint or other process received directly or by the Insured's representatives. Written notice of any claim against the Insured, as well as of each demand on or action against the Company, must be delivered to the Company addressed as follows:

Coverys Specialty Insurance Company  
One Financial Center  
Boston, MA 02111

Attention: Claims Division  
or email to: [chiroclaims@coverys.com](mailto:chiroclaims@coverys.com)

All notices to the Company must be in writing. Notice given by or on behalf of the Insured, or written notice by or on behalf of any claimant, to the Company's appointed agent, shall be considered notice to the Company.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NAMED CERTIFICATE HOLDER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE MASTER POLICY.

This Certificate, together with the Application, Supplements, attachments, exhibits, statements and representations, the attached Professional Liability Master Policy Form, and all endorsements thereto, shall constitute the contract between the Insurer and the Named Certificate Holder. This Policy is valid only if signed below by a duly authorized representative of the Company.

Surplus Lines Broker:



Authorized Representative

Allied Professionals Insurance Services, License Number: 0D79602



Please see below payment schedule for your malpractice policy. Note that payment may be taken a day early or late based on weekends and holidays.

SCHEDULED PAYMENTS	
	6/25/2023
	9/25/2023
	12/25/2023

Notice: Please be aware that you will need to have sufficient funds in your account prior to these dates of withdrawal. If you need to update your account with us at any point, please contact us prior to payment date.

**CALIFORNIA SURPLUS LINES NOTICE**

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the state of California. These companies are called "non-admitted" or "surplus line" insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the following toll-free telephone number: 1-800-927-4357. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also contact the NAIC's internet web site at [www.naic.org](http://www.naic.org).**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer.**
- 6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's international insurers department (Ild) listing of approved non-admitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.**
- 7. California maintains a list of approved surplus line insurers. Ask your agent or broker if the insurer is on that list, or view that list at the internet web site of the California department of insurance: [www.insurance.ca.gov](http://www.insurance.ca.gov).**
- 8. If you, as the applicant, required that the insurance policy you have purchased be bound immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker fee charged for this insurance will be returned to you.**

# Office of Foreign Asset Control

## US Economic and Trade Sanctions Clause Endorsement

<b>Issuing Company:</b>	Coverys Specialty Insurance Company
<b>Named Certificate Holder:</b>	Stephanie Nieves Torres, D.C.
<b>Certificate Number:</b>	COVC-313283-02
<b>Master Policy Number:</b>	COVC2020-01
<b>Certificate Effective:</b>	3/25/2023
<b>Producer:</b>	ChiroSecure

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies the insurance provided by the Certificate of Insurance issued under the Master Policy as indicated above, and is effective on the date indicated, at 12:01 AM, at the address of record of the Certificate Holder.

### US ECONOMIC AND TRADE SANCTIONS CLAUSE

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

All other terms and conditions of the **Policy** remain the same.



## CHIROPRACTIC PROFESSIONAL LIABILITY MASTER POLICY CLAIMS MADE COVERAGE FORM

**NOTICE: THIS POLICY PROVIDES CLAIMS MADE COVERAGE ONLY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO US DURING THE CERTIFICATE PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE POLICY WITH YOUR INSURANCE REPRESENTATIVE.**

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is covered.

Throughout this Policy the words **You** and **Your** mean the **Named Certificate Holder** as shown in Item I of the **Certificate of Insurance**, as further defined in Section III, WHO IS AN INSURED, subject to the "Master Policy" Declarations issued to the **Master Policy Holder**. The words **We**, **Us** and **Our** means the Company providing insurance under this Policy. Other words and phrases that appear in boldface type have special meaning, refer to Section IX. DEFINITIONS.

In consideration for the payment of the premium and upon the Declarations and subject to the Certificate of Insurance, the Company and the **Named Certificate Holder** agree as follows:

### INSURING AGREEMENT I AND II

#### I. PROFESSIONAL LIABILITY

**We** will pay those sums the **Insured** becomes legally obligated to pay others as damages resulting from a **Chiropractic Incident**. The amount **We** will pay for damages is limited as described in Section VI. LIMITS OF LIABILITY. The **Chiropractic Incident** must take place within the coverage territory and on or after the retroactive date and before the end of the **Certificate Period**. A **Claim** for a **Chiropractic Incident** must be first made against the **Insured** and reported to **Us** in writing during the **Certificate Period** or the extended reporting period, if applicable.

#### II. PREMISES AND PERSONAL INJURY LIABILITY

- A. Premises Liability. **We** will pay those sums an **Insured** becomes legally obligated to pay **Patients** as damages because of **Bodily Injury** or **Property Damage** arising out of an **Occurrence** to which this insurance applies. The amount **We** will pay for damages is limited as described in Section VI. LIMITS OF LIABILITY. The **Occurrence** must take place within the coverage territory and on or after the retroactive date and before the end of the **Certificate Period**. A **Claim** for an **Occurrence** must be first made against an **Insured** and reported to **Us** in writing during the **Certificate Period** or the extended reporting period, if applicable.
- B. Personal Injury Liability. **We** will pay those sums an **Insured** becomes legally obligated to pay others as damages sustained from **Personal Injury arising out of an Occurrence** caused by an **Insured**. The **Personal Injury** must arise solely out of the performance of an **Insured's Professional Services**. The amount **We** will pay for damages is limited as described in Section VI. LIMITS OF LIABILITY. The **Occurrence** must take place within the coverage territory and on or after the retroactive date and before the end of the **Certificate Period**. A **Claim** for an **Occurrence** must be first made against an **Insured** and reported to **Us** in writing during the **Certificate Period** or the extended reporting period, if applicable.

#### III. WHO IS AN INSURED

The following are **Insureds** under this Policy:

- A. The **Named Certificate Holder** in Item I of the **Certificate of Insurance**.

**Employees**, other than any licensed provider of any healing or treating art, but only for acts within the scope of their employment by **You** or by the **Named Insured Entity** or while performing duties related to the conduct of the **Named Insured Entity's** business. **Your Employee(s)**, students and volunteers are **Insureds**, but only

while acting within the course and scope of their duties with respect to the conduct of **Your Professional Services**.

Any **Named Insured Entity** or **Additional Named Certificate Holder** listed in the **Certificate of Insurance** issued with this **Policy** or added by endorsement to the **Policy**.

B. If the Named Certificate Holder is an entity, then, the partners, officers, directors and medical directors of such Named Certificate Holder, but only when acting within the scope of their nonclinical administrative duties as such.

C. **If the Named Certificate Holder is an individual, Your spouse is Insured**, but only with respect to the conduct of **Your Professional Services** as indicated in the **Certificate of Insurance**. Spouse shall include a person of the same sex if such person is legally recognized as such under federal law or state law, or under the laws of the District of Columbia.

#### IV. DEFENSE COSTS AND OTHER EXPENSES

##### A. DEFENSE OF CLAIMS OR SUITS UNDER SECTIONS I AND II -.

1. **We** have the duty to defend any **Claim** or **Suit**, and **We** will defend such **Claim** or **Suit** against an **Insured** for a covered **Claim** or **Suit** to which this insurance applies seeking damages on account of a **Chiropractic Incident** or **Occurrence**, even if such **Claim** or **Suit** is groundless, false or fraudulent. However, **We** have no duty to defend any **Claim** or **Suit** seeking damages to which this insurance does not apply. **We** have the right to investigate, defend, and appoint an attorney to defend any **Claim** or **Suit** as **We** deem necessary. However, **We** will not settle any **Claim** or **Suit** without **Your** consent or the consent of **Your** designated representative.

2. The following payments, which apply to the defense of **Claims** or **Suits** covered under INSURING AGREEMENT I AND II, are in addition to the Limits of Liability described in Section VI. LIMITS OF LIABILITY. These payments end after the applicable Limit of Liability has been exhausted in paying judgments, settlements or awards, including pre-judgment interest **We** shall pay, with respect to any **Claim** or **Suit** **We** defend:

- a. All expenses **We** incur including **Defense Costs**.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Liability. **We** do not have to furnish these bonds.
- c. Pre-judgment interest awarded against the **Insured** on that part of any judgment **We** pay. If prior to judgment, **We** make an offer to pay an amount within the applicable Limit of Liability, **We** will not pay any pre-judgment interest based on that period of time after the offer was refused by **You**.
- d. All interest on the full amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability.
- e. All costs taxed against the **Insured** in the **Suit**.
- f. Premiums on appeal bonds required by law to appeal any **Suit** **We** defend, but only for bond amounts within the applicable Limits of Liability. **We** are not obligated to apply for or furnish any such bond.

3. **Our** duty to defend any **Claim** or **Suit** ends, and **We** may withdraw from the defense, after the applicable Limit of Liability has been exhausted by the payment of settlements, judgments or awards including pre-judgment interest.

B. DEFENSE COSTS AND OTHER EXPENSES WITH SEPARATE LIMITS: The types of **Defense Costs** and other expenses described in Paragraphs C. – I. of this Section IV. and shown in Item V of the Master Policy Declarations and of the **Certificate of Insurance** are not part of and are in addition to the Limits of Liability as described in Section VI. LIMITS OF LIABILITY. The Aggregate shown in Item V of the Master Policy Declarations and of the



**Certificate of Insurance** for each type of **Defense Cost** or other expense shall be the maximum amount **We** shall pay all such **Defense Costs** or other expenses for the **Certificate Period**. Subject to each Aggregate, the amount shown Per Occurrence is the most **We** shall pay for each event for such type of **Defense Cost** or other expense. All other general policy exclusions listed in Section V. General Policy Exclusions Applicable to all Coverages and Benefits apply except where specifically noted below.

C. HEALTH PLAN AND/OR MEDICARE/MEDICAID BILLING ERROR DEFENSE ONLY COVERAGE -

1. **We** will pay for reasonable legal expenses incurred by **Us** to defend **You**, as a result of a **Claim**, alleged erroneous billing, or billing audit or post payment review or investigation brought by a Health Plan and/or a Federal or State government healthcare benefit payer and **Initiated** against **You** during the **Certificate Period** or **Extended Reporting Period**, if applicable.
2. **Our** duty to defend ends once the applicable Health Plan and/or Medicare/Medicaid Billing Error Defense Only Coverage Per Occurrence or Aggregate Limit has been exhausted.
3. Coverage is not provided for the return or restitution of fees, profits, charges or benefit payments to any Health Plan payer or governmental health benefit payer or program.

D. LOSS OF EARNINGS FOR DEFENSE ASSIST. With respect to defense of **Claims** or **Suits** covered under INSURING AGREEMENT I and II, **We** will pay all reasonable expenses incurred by **You** at **Our** request to assist **Us** in the investigation or defense of the **Claim** or **Suit**, including actual loss of earnings because of time off from work, up to the amounts for Loss of Earnings for Defense Assist shown in the Declarations in Item V of the **Certificate of Insurance**.

The Aggregate Limit for the **Certificate Period** shown in the Declarations for Loss of Earnings for Defense Assist is not cumulative, even if a **Claim** or **Suit** resulting from a common nexus of facts or circumstances spans more than one **Certificate Period**. Only coverage for damages resulting from such **Claim** or **Suit** shall apply to the Limit for the Loss of Earnings for Defense Assistance coverage.

E. INFORMATION PRIVACY WRONGFUL ACT DEFENSE ONLY COVERAGE.

1. We will pay for reasonable legal expenses incurred by **Us** to defend **You** and amounts **You** are legally obligated to pay as a result of a **Claim** brought by a state or federal regulator for an **Information Privacy Wrongful Act Initiated** against **You** during the **Certificate Period** or **Extended Reporting Period**, if applicable.

In connection with an **Information Privacy Wrongful Act**, **We** will also pay notification costs incurred by **You** in connection with a statutory mandate requiring notification to Patients, in compliance with federal and state privacy protection laws, even if there is no **Claim** arising out of an **Information Privacy Wrongful Act**; provided that **You** shall obtain **Our** prior approval before incurring such costs.

2. **Our** duty to defend ends once the applicable **Information Privacy Wrongful Act** Coverage Per Occurrence or Aggregate Limit as shown in the Declarations has been exhausted
3. Exclusion N. Violation of Statutes does not apply to this Information Privacy Wrongful Act Defense Only Coverage. In addition this Information Privacy Wrongful Act Defense Coverage does not apply to:
  - a. Intentional, Willful, or Deliberate Violations. Any willful, intentional, or deliberate violation(s) of any law, statute or regulation by an **Insured**.
  - b. Criminal Acts. Any violation of any law, statute, or regulation which results in any penalties under the Wrongful Disclosure of Individually Identifiable Health Information (42 USC §1320d-6), the General Administrative Requirements (45 CFR §160 et seq.), the Administrative Requirements (45 CFR §162 et seq.), or the Security and Privacy (45 CFR §164 et seq.), including any amendments thereto.
  - c. Other Remedies. Any remedy other than monetary damages for penalties assessed pursuant to the General Administrative Regulations (45 CFR §160 et seq.), and the General Penalty for Failure to Comply with Requirements and Standards (42 USC §1320d-5) including any amendments thereto.

- d. Compliance Reviews or Audits. Any compliance reviews by HHS pursuant to 45 CFR §160.308, including any amendments thereto, or any audits, whether or not requested by HHS.

F. ADMINISTRATIVE HEARINGS DEFENSE COSTS

1. License Protection Defense Coverage

- a. **We** will pay for reasonable legal expenses incurred by **Us** to defend **You** in a proceeding or allegation brought by a state licensing board or governmental body charged by an attorney **We** agree to.
- b. **Our** duty to defend any proceeding ends once the applicable License Protection Defense Coverage Per Occurrence or Aggregate Limit as shown in Item V of the Master Policy Declarations and of the **Certificate of Insurance** has been exhausted.

2. Peer Review Committee Defense Coverage

- a. **We** will pay for reasonable legal expenses incurred by **Us** to investigate and defend a legal action brought against **You** arising out of **Your** service on a peer review committee, utilization review committee, or similar committee.
- b. **Our** duty to defend any legal action ends once the applicable Peer Review Committee Coverage Per Occurrence or Aggregate Limit as shown in Item V of the Master Policy Declarations and of the **Certificate of Insurance**

3. The Aggregate Limit of Liability applies regardless of the number of **Administrative Hearings** brought against **You**. In addition, the following conditions apply:

- a. The **Administrative Hearing** must arise from allegations of unprofessional conduct in the course of **Your Chiropractic** practice within the coverage territory;
- b. Written notice of the **Administrative Hearing** must first be made against **You** during the **Certificate Period** and reported to **Us** in writing during the **Certificate Period** or any Automatic Extended Reporting Period, if applicable, identifying the specifics of the **Administrative Hearing** and the date received. To the extent possible, notice to **Us** should include information regarding the alleged unprofessional conduct resulting in an **Administrative Hearing**. This notice shall include how, when, and where the alleged unprofessional conduct took place; the names and addresses of any injured persons and witnesses; the nature and location of any Injury or Damage arising out of a **Chiropractic Incident**; the facts or circumstances giving rise to the **Administrative Hearing**; and the reason(s) for the **Administrative Hearing** brought against **You**; and
- c. The amount(s) shown in Declarations in Item V of the Master Policy Declarations and of the **Certificate of Insurance** are not cumulative, even if an **Administrative Hearing(s)** resulting from a common nexus of facts or circumstances spans more than one **Certificate Period**. Only the policy in effect when the first written notice of such **Administrative Hearing** is made shall apply to any such **Administrative Hearings**.

4. Exclusion N. Violation of Statutes does not apply to this Administrative Hearing Defense Cost Coverage. All other General Policy Exclusions listed under Section V apply to this Coverage. In addition, the **Administrative Hearings** Defense Costs coverage does not apply to any **Administrative Hearing** and **We** will not pay any of **Your Defense Costs** charged by an attorney, or other fees and expenses charged by an attorney in connection with the defense or an appeal of an **Administrative Hearing** arising out of:

- a. ERISA. Any violation of the Employee Retirement Income Security Act (ERISA) of 1974 or amendments thereto, or any similar state law and any other health insurance law.
- b. Application for Licensure, Membership or Privileges. Any matter involving the initial application for licensure, clinical staff membership or clinical privileges, or initial application for participation as a provider under any managed care contract.

- c. Educational or Training Programs. Any medical, psychiatric or psychological Professional care **You** undergo as required by any Professional impairment committee or like body, or any educational or training program, whether or not such Professional care or program is mandated by an **Administrative Entity**.
  - d. Implementation of Compliance Program or Policies or Procedures. The implementation of any compliance program or any policies, procedures or practices relating to participation as a provider of those **Professional Services** as indicated in the Declarations, to a managed care organization, whether **Initiated** voluntarily or pursuant to direction by, order of, or in settlement with an **Administrative Entity**.
  - e. Actions for Disability Benefits, Unemployment Compensation, Workers' Compensation. Any action by any agency responsible for regulating disability benefits, unemployment compensation, workers' compensation or any similar law.
  - f. Actions under Occupational Safety Act 1970. Any action under the Occupational Safety Act 1970 or any amendments thereto, or any similar provisions of any federal, state or local law
  - g. Violations of Lawful Orders. Any violation of any lawful order from an Administrative Entity.
  - h. HIPAA Violation(s). Any **HIPAA Violation** as defined in Section IX, DEFINITIONS.
- G. **FIRST AID REIMBURSEMENT.** **We** will reimburse **You** up to the amount shown in the Declarations for **Your** Personal expenses **You** incur for **Your Bodily Injury** or **Your Property Damage** arising from rendering first aid to others within the Coverage Territory, on or after the retroactive date, and before the end of the **Certificate Period**. Written notice of the facts or circumstances resulting in **Your Bodily Injury** or **Your Property Damage** must first be provided to **Us** during the **Certificate Period** or the extended reporting period, if applicable. To the extent possible, notice to **Us** should include copies of all personal expenses for which **You** are seeking reimbursement, information regarding the details resulting in the **Bodily Injury** or **Your Property Damage**, and the names and addresses of any witnesses.
- The amount(s) shown in Item V of the Master Policy Declarations and of the **Certificate of Insurance** are not cumulative; even if **Your** Personal expenses **You** incur resulting from a common nexus of facts or circumstances spans more than one **Certificate Period**. Only the policy in effect when the first written notice of **Your** Personal expenses **You** incur is made shall apply to all such Personal expenses **You** incur.
- H. **MEDICAL PAYMENTS TO OTHERS – REIMBURSEMENT.** **We** will reimburse **You** up to the amount shown in Item V of the Master Policy Declarations and of the **Certificate of Insurance** per **Chiropractic Incident** or **Occurrence**, and up to the Aggregate Limit of Liability shown in the Item V of the Declarations of the **Certificate of Insurance** for necessary medical expenses, regardless of fault, causing **Bodily Injury** to a **Patient** on premises **You** principally use in providing **Your Professional Services**, on ways immediately adjoining these premises or because of a condition on these premises.
- The **Chiropractic Incident** or **Occurrence** must take place within the coverage territory, on or after the retroactive date and before the end of the **Certificate Period**. A **Claim** for such expenses must be first made against **You** and reported to **Us** in writing during the **Certificate Period**, or the extended reporting period if applicable. Written notice to **Us** of the facts or circumstances resulting in a **Claim** should include how, when, and where the **Chiropractic Incident** or **Occurrence** took place; the names and addresses of any injured persons and witnesses; the nature and location of any injured or Damage arising out of the **Chiropractic Incident** or **Occurrence**; the facts or circumstances giving rise to the **Claim**; and the reason(s) for the **Claim** being brought against **You**. **Our** obligation to reimburse such expenses is dependent on the injured person submitting to examination, at **Our** expense, by a physician(s) of **Our** choice as often as **We** reasonably require.
- I. **DEPOSITION FEES AND EXPENSES REIMBURSEMENT WHEN NOT A NAMED PARTY TO A CLAIM OR SUIT -** **We** will reimburse **You** up to the amount shown in Item V of the Master Policy Declarations and of the **Certificate of Insurance** for reasonable fees, costs and expenses necessary to represent **You** at a deposition involving a **Chiropractic Incident** or professional liability claim for which **You** are required to attend but are not named as a party to the underlying **Claim** or **Suit**.

No other obligation to pay sums or perform acts or services is covered unless explicitly provided for under Section I. PROFESSIONAL LIABILITY, Section II. PREMISES LIABILITY, and Section IV. DEFENSE COSTS AND OTHER EXPENSES.

V. GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS

The coverage afforded under this insurance does not apply to any **Chiropractic Incident, Occurrence, Defense Cost, charge, expense, Claim or Suit** arising out of:

- A. Contractual Liability - Any liability an **Insured** assumes under any contract or agreement; provided that this exclusion does not apply to:
1. Liability that an **Insured** would have in the absence of a contract or agreement;
  2. Liability an **Insured** assumes in a written contract with:
    - a. A Health Maintenance Organization;
    - b. A Preferred Provider Organization;
    - c. An Independent Practice Association; or
    - d. Any other similar organization.

As identified in Paragraph 1. and Paragraph 2. a. through d. above, coverage is only provided for such liability as is attributable to an **Insured's** alleged negligence arising out of **Professional Services**.

- B. Unfair Trade Practices - Any allegations of price fixing, unfair competition or trade practices; a dispute over fees, income or revenue; the inducement to enter into, the interference with or the dissolution or termination of any business or economic relationship; or violations of any federal, state or local law (including, but not limited to, Title 15 of the United States Code or any similar state statute) that prohibits the unlawful restraint of trade, business or profession.
- C. U.S. Department of Health & Human Services (HHS) - Any Administrative or judicial Hearings **Initiated** against an **Insured** by HHS or by any utilization or quality review organization under contract with HHS. However, this exclusion does not apply to coverage provided in Section IV.E. Administrative Hearing Defense Costs and Section IV. D. Information Privacy Wrongful Act Defense Only Coverage
- D. Medicare/Medicaid Fraud - Any administrative or judicial hearings pertaining to Medicare/Medicaid fraud.
- E. War - War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- F. Dishonest Practices - Dishonest, fraudulent, criminal or malicious acts, errors, or omissions; however, **We** will defend civil **Claims** alleging such acts, errors or omissions until final adjudication.
- G. Pollution
1. The actual, alleged, or threatened, discharge, dispersal, seepage, migration, release, or escape of **Pollutants**;
  2. Any direction, request, demand, order or statutory or regulatory requirement to test for, monitor, investigate, cleanup, remove, contain, treat, detoxify or neutralize **Pollutants** or in any way respond to or assess the effects of **Pollutants**; or
  3. Any cost, charge, expense or request for reimbursement arising out of 1 or 2 above.
- H. Nuclear Hazards - Nuclear fission, nuclear fusion or radioactive contamination
- I. Asbestos - Use, installation, removal, abatement, clean-up, distribution or exposure to asbestos, asbestos containing waste materials, asbestos waste, asbestos fibers, asbestos products and asbestos dust.

- J. Sexual Misconduct - Any sexual act, including without limitation sexual intimacy (even if consensual), sexual contact, sexual advances, requests for sexual favors, sexual molestation, sexual assault, sexual abuse, sexual harassment, sexual exploitation or other verbal or physical conduct of a sexual nature. However, this exclusion does not apply to: **Insured(s)**, who allegedly committed such sexual misconduct, unless it is judicially determined that the **Insured(s)** committed the sexual misconduct. If it is judicially determined the **Insured(s)** committed the sexual misconduct **We** will not pay any **Defense Costs** or damages. **We** will defend **Claims** alleging sexual misconduct until final adjudication.
- K. Discrimination/Humiliation - **Discrimination** based on, but not limited to, race, color, creed, sex, religion, age, national origin, physical impairment, sexual orientation, nor any **Claims** involving humiliation or mental anguish, arising out of such **Discrimination** whether or not for alleged violation of any federal, state or local government law or regulation prohibiting such **Discrimination**.
- L. Expected or Intended Injury - Damages or harm expected or intended by an **Insured**.
- M. Penalties - Any fines, penalties, punitive, exemplary, multiplied damages or the multiple portion of multiplied damages.
- N. Violation of Statutes - The violation of any statute, ordinance, rule or regulation.
- O. Workers' Compensation and Similar Laws - Any obligation of an **Insured** under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.
- P. Aircraft, Automobile, or Watercraft - The ownership, maintenance, use or entrustment to others of an aircraft, **Automobile**, or watercraft owned or operated by or rented, loaned or entrusted to an **Insured** unless while the **Insured** is providing **Professional Services**.
- Q. Property Damage - **Property Damage** to:
1. Property owned, rented, occupied or used by an **Insured**;
  2. Property in the care, custody or control of an **Insured** unless such **Property Damage** occurs while the **Insured** is providing **Professional Services**; or
  3. Premises sold, given away or abandoned by an **Insured**.
- However, this exclusion does not apply to **You** for incurring **Property Damage** as covered under Section IV. F, First Aid Reimbursement.
- R. Intoxicant - Any act while an **Insured** is under the influence of a drug or intoxicant.
- S. Insured v. Insured - Any **Claims** or **Suits** made or brought by one **Insured** against another **Insured**.
- This exclusion does not apply to **Chiropractic Incidents** or **occurrences** which occur while an **Insured** is registered as a **Patient**. However, this exception does not apply to any **Insured** for which any workers' compensation law applies.
- T. Prior Acts/Pending and Prior Litigation
1. Acts, errors or omissions of which an **Insured** had knowledge prior to the inception date of the **Certificate Period**, if, as of such date, the **Insured** could reasonably foresee a **Claim** might result. For the purposes of this exclusion, if this policy is a renewal policy with **Us** the inception date is that of the earliest preceding policy for which **We** have continuously provided the same coverage as provided by this policy.
  2. Any litigation or arbitration pending prior to the retroactive date as shown in Item III (A) of the **Certificate of Insurance**.
- U. Professional Liability - There is no coverage under Insuring Agreement II, Premises and Personal Injury Liability, for Professional Liability. Coverage for Professional Liability is extended under Insuring Agreement I, Professional Liability.

V. Professional Practice

1. Physicians - Any **Claim** against any person practicing any other healing or treating art other than that listed on the Declarations or by endorsement, including, but not limited to, any physician, including any resident, intern, extern, or fellow.
2. Any Professional Services in any way related to:
  - a. Acupuncture and Oriental Medicine performed by anyone other than the **Named Certificate Holder** or if outside of **Named Certificate Holder's** scope of practice; or
  - b. Gynecological procedures, including breast examinations; or
  - c. Obstetrics related to the birthing process; or,
  - d. Colon irrigation; or
  - e. **Surgery**, provided that this exclusion does not apply to the **Named Certificate Holder** providing needle penetration:
    - i. of the skin or blood vessels to withdraw blood from a patient for diagnostic purposes;
    - ii. for acupuncture and Oriental Medicine by the **Named Certificate Holder**; or
    - iii. for providing injection therapy, when such injection therapy: 1) is within the **Named Certificate Holder's** scope of practice for providing **Professional Services** in the state in which they hold their license(s); 2) the **Named Certificate Holder** has completed such training and certification as required to provide injection therapy; and 3) the injectable substances used are approved for injection therapy and do not include drugs or pharmaceuticals.
3. Animal Adjusting - The providing of **Professional Services** to an animal.
4. Drugs and Pharmaceuticals - The use, administration or prescription of any drug or pharmaceutical by an **Insured**. However, this exclusion does not apply to a **Named Certificate Holder** who is authorized to prescribe medications under their license as a chiropractor.
5. Manipulation Under Anesthesia - Any **Professional Services** while a person is under anesthesia.

VI. LIMITS OF LIABILITY

The Limits of Liability shown in Item IV of the Master Policy Declarations and of the **Certificate of Insurance** apply as follows:

- A. The Limits of Liability shown in the Item IV of the Master Policy Declarations and of the **Certificate of Insurance** are the most **We** will pay under INSURING AGREEMENT I AND II regardless of the number of **Claims** made, **Suits** brought, or persons or organizations making **Claims** or bringing **Suits**.
- B. The Professional Liability and Premises Liability Aggregate Limit shown in the Item IV of the Master Policy Declarations and of the **Certificate of Insurance** is the most **We** will pay for the sum of all damages for all **Chiropractic incidents** and **occurrences** for the **Certificate Period**.
- C. Subject to Paragraph B, above, the most **We** will pay for a single **Chiropractic Incident** is the Per Occurrence Limit shown in the Item IV of the Master Policy Declarations and of the **Certificate of Insurance**.
- D. Subject to Paragraphs B and C above, all **Claims** or **Suits** arising from one **Chiropractic Incident** or a series of related **Chiropractic incidents** to any one **Patient** shall be deemed to be a single **Chiropractic Incident** and shall be deemed to have occurred at the time of the first **Chiropractic Incident** within the **Policy Period**, regardless of the number of **Insureds** or claimants.
- E. Subject to Paragraph B, above, the Per Occurrence Limit is the most **We** will pay for damages arising out of any one **Occurrence**. With respect to **Bodily Injury** and **Property Damage**, all continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence**. With respect to **Personal Injury**, all damages because of all **Personal Injury** sustained by one person or organization shall be

considered as arising out of one **Occurrence**.

- F. If the **Certificate Period** is extended for an additional period of less than twelve (12) months, the additional period will be deemed part of the **Certificate Period** for purposes of determining the Limits of Liability.

VII. CONDITIONS

A. Duties in the event of a Claim, Suit, Chiropractic Incident or Occurrence

1. If during the **Certificate Period**, or the extended reporting period, if applicable, an **Insured** shall become aware of a **Chiropractic Incident** or **Occurrence** which may reasonably be considered or be expected to give rise to a **Claim** or **Suit** being made against an **Insured**, then **You** should notify **Us**, or our designated representative, in writing as soon as practicable. To the extent possible, notice should include:
  - a. How, when and where the **Chiropractic Incident** or **Occurrence** took place which may be considered or be expected to give rise to a **Claim** or **Suit**;
  - b. The names and addresses of any injured persons or witnesses to the potential **Chiropractic Incident** or **Occurrence**; and
  - c. The nature and location of any injury or damage arising out of the **Chiropractic Incident** or **Occurrence**; and
  - d. whether the **Claim** or **Suit** or **Insured** is subject to any binding arbitration clause or agreement which may govern such **Claim** or **Suit**.

Any **Claim** or **Suit** arising out of such **Chiropractic Incident** or **Occurrence** which is subsequently made against an **Insured** and reported to **Us**, shall be considered first made at the time such notice was given to **Us**.

Receipt by **Us** of an incident report giving notice of facts that could reasonably serve as a basis for a possible **Claim** will be considered a **Claim** to **Us**. Receipt by **Us** of an incident report or a variance report that does not contain facts that could reasonably serve as a basis for a possible **Claim** will not be considered a **Claim** to **Us**.

2. If a **Claim** or **Suit** is brought against an **Insured** arising out of a **Chiropractic Incident** or **Occurrence**, **You** must:
  - a. Immediately record the specifics of the **Claim** or **Suit** and the date received;
  - b. Provide **Us** with written notice of the **Claim** or **Suit** as soon as practicable;
  - c. Immediately send **Us** copies of any demands, notices, summonses, or legal papers received in connection with the **Claim** or **Suit**; and
  - d. Advise us whether the **Claim** or **Suit** or **Insured** is subject to any binding arbitration clause or agreement which may govern such **Claim** or **Suit**.

B. Assistance and Cooperation - The **Insured** shall:

1. Cooperate with **Us** in the investigation, settlement or defense of the **Claim** or **Suit**; and
2. Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply.

The **Insured** shall not, except at the **Insured's** own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without **Our** consent.

- C. Audit - **We** may audit and examine an **Insured's** books and records as they relate to this Policy at any time during the **Certificate Period** and for up to three (3) years after the expiration or termination of this Policy.
- D. Changes - Notice to any agent or knowledge possessed by any agent or any other person will not affect a waiver or a change in any part of this Policy. This Policy can only be changed by a written endorsement that becomes



a part of this Policy and that is signed by one of **Our** authorized representatives.

- E. Coverage Territory - The coverage in this policy applies worldwide except where coverage provided by this Policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control.

- F. Legal Action Against Us - No person or organization has a right under this Policy:

1. To join **Us** as a party or otherwise bring **Us** into a **Suit** asking for damages from an **Insured**; or
2. To sue **Us** under this Policy, unless all this Policy's terms have been complied with in full.

A person or organization may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **We** will not be liable for damages that are not payable under the terms of any Insuring Agreement or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by **Us**, the **Insured** and the claimant or the claimant's legal representative.

- G. Other Insurance - The insurance provided under this Policy shall be excess over other valid insurance or self-insurance, whether collectible or not, and whether provided on a primary, excess, contingent or any other basis, unless such other insurance is written specifically to be excess over this Policy.

- H. Representations - By accepting this Policy, **You** agree that:

1. The statements in the Declarations and/or Applications are accurate and complete;
2. Those statements are based upon representations made to **Us** by **You**; and
3. **We** have issued this Policy in reliance upon **Your** representations.

- I. Subrogation - If the **Insured** has rights to recover all or part of any payment **We** have made under this Policy, those rights are transferred to **Us**. The **Insured** shall do nothing to impair these rights after a loss. At **Our** request, the **Insured** will bring **Suit** or transfer those rights to **Us** and fully cooperate with **Us** with respect to enforcing them.

Any recoveries will be applied in accordance with the following priorities:

1. Any person or organization, including the **Insured**, that have paid an amount in excess of **Our** payment under this Policy will be reimbursed first;
2. **We** then will be reimbursed up to the amount **We** have paid; and
3. Any interests, including the **Insured's**, over which **Our** insurance is excess, are entitled to the residual.

- J. Conformance to Statute - To the extent that this Policy conflicts with any law, statute, or regulation applicable to this Policy, this Policy shall conform to the minimum requirements of that law, statute or regulation.

- K. Transfer of Your Rights and Duties - **Your** rights and duties under this Policy may not be transferred without **Our** written consent.

If **You** die or are legally declared bankrupt, **Your** rights and duties will be transferred to **Your** legal representative, but only while acting within the scope of duties as **Your** legal representative. However, notice of cancellation sent to **You** as designated in the Item I of the Master Policy Declarations and of the **Certificate of Insurance** and mailed to the address shown in this Policy will be sufficient notice to effect cancellation of this Policy.

- L. Your Special Rights and Duties - It is agreed **You** will:

1. Give and receive notice of cancellation;
2. Pay premiums and receive return premiums;
3. Accept any endorsements to this Policy;



4. Make changes in this Policy with **Our** prior written consent.
5. Make representations with respect to the issuance by **Us** of this Policy.

This Policy can only be changed by a written endorsement that becomes a part of this Policy and that is signed by one of **Our** authorized representatives.

M. Inspections and Surveys -

1. **We** have the right, but are not obligated to:
  - a. Make inspections and surveys at any time;
  - b. Give **You** reports on the conditions **We** find; and
  - c. Recommend changes.
2. Any inspections, surveys, reports, or recommendations are related only to insurability and the premiums to be charged.
3. **We** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.
4. **We** do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

This condition applies not only to **Us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- N. Omnibus Reconciliation Act - **We** will comply with the requirements of section 952 of the Omnibus Reconciliation Act of 1980. Upon written request, **We** will allow the secretary of health and human resources and the comptroller general access to the Policy and necessary books, documents and records to verify the cost of the Policy, to the extent required by law. Access will also be allowed to subcontract between **Us** and any affiliated organization of **Ours** and to its books, documents and records. Such access will be provided up to four (4) years after the services furnished under this Policy end.

- O. Titles of Paragraphs - Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

- P. Multiple Policies - Two or more insurance policies may be issued by **Us** or any company that controls, is controlled by, or is under common control with **Us**. These policies may provide coverage for:

1. **Claims** or **Suits** arising from the same **Chiropractic Incident** or **Occurrence**; or
2. Persons or organizations covered in those policies that are jointly and severally liable.

In such a case, **We** shall not be liable under this Policy for an amount greater than the proportion of the loss that this Policy's applicable Limit of Liability bears to the total applicable Limits of Liability under all such policies.

In addition, the total amount payable under all such policies is the highest, single applicable Limit of Liability among all such policies.

Q. Automatic Extended Reporting Period -

1. If **We** cancel or non-renew this Policy for any reason other than non-payment of premium, and if the Optional Extended Reporting Period Endorsement is not purchased, then **We** will provide an Automatic Extended Reporting Period of sixty (60) days, starting with the end of the **Certificate Period**, during which **Claims** arising out of **Chiropractic incidents**, or **occurrences** which take place on or after the retroactive date stated in the Declarations but before the end of the **Certificate Period** may be first made. This Automatic Extended Reporting Period also applies to the coverages in Paragraphs C. through H. of Section

IV. DEFENSE COSTS AND OTHER EXPENSES as expressed therein.

2. The Automatic Extended Reporting Period does not extend the **Certificate Period** or change the scope of coverage provided. Any **Claim** first made during the Automatic Extended Reporting Period shall be deemed to have been made on the last day of the **Certificate Period**.
3. The Automatic Extended Reporting Period, however, will not apply to **Claims** if other insurance purchased by **You** covers them or would have covered them had the limits of liability of such policy not been exhausted.
4. The Aggregate Limits of Liability applicable to this Policy shall not be increased or reinstated for the Automatic Extended Reporting Period.
5. **Our** offer of terms, conditions or premium different from the expiring Policy shall not be considered a refusal or failure to renew this insurance.

R. Optional Extended Reporting Period

1. If **You** or **We** cancel or do not renew this insurance, **You** shall have the option to purchase an Optional Extended Reporting Period Endorsement, beginning with the end of the **Certificate Period**. The additional premium for and the term of the Optional Extended Reporting Period Endorsement shall be computed in accordance with the Company's rules and rating plans. **You** cannot purchase this Endorsement if **We** cancel for non-payment of premium.
2. The Optional Extended Reporting Period Endorsement applies to **Claims** first made against an **Insured** during the Optional Extended Reporting Period and arising from **Chiropractic incidents**, or **occurrences** which take place on or after the retroactive date stated in the Declarations and before the end of the **Certificate Period**. The Optional Extended Reporting Period Endorsement also applies to the coverages in Paragraphs B. through G. of Section IV. DEFENSE COSTS AND OTHER EXPENSES as expressed therein. The Aggregate Limits of Liability applicable to this Policy shall not be increased or reinstated for **Claims** under this Endorsement. **Claims** first made during the Optional Extended Reporting Period Endorsement shall be deemed to have been made on the last day of the **Certificate Period**.
3. To obtain an Optional Extended Reporting Period Endorsement **You** must request so in writing within sixty (60) days after the **Certificate Period** ends and pay the premium due, including any outstanding premium due. If **You** do so, the premium shall be fully earned and the Optional Extended Reporting Period Endorsement cannot be canceled. If **We** do not receive the written request and payment within sixty (60) days after the **Certificate Period** ends, **You** may not exercise this option at a later date.
4. The insurance provided under the Optional Extended Reporting Period Endorsement is excess over any other valid and collectible insurance that begins or continues in effect after the Optional Extended Reporting Period Endorsement becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.
5. **Our** offer of terms, conditions or premium different from the expiring policy shall not be considered a refusal or failure to renew this insurance.
6. An Unlimited Duration Optional Extended Reporting Period Endorsement for **You** is available after seven (7) years of continuous claims-made coverage subject to **Your** written request for this endorsement, and **Our** validation of seven (7) years of continuous claims- made coverage in accordance with standard underwriting practices and state regulations.
  - a. The Limits of Liability under this Policy at the time of the election of the Unlimited Duration Optional Extended Reporting Period Endorsement for seven (7) years of continuous claims-made coverage, will be the Limits of Liability that apply to this Optional Extended Reporting Period.
7. An Unlimited Duration Optional Extended Reporting Period Endorsement for **You** is applicable in the event of death, disability, or retirement with the following terms and conditions:
  - a. Death or Disability: An Unlimited Duration Optional Extended Reporting Period Endorsement will

be issued to **You** or to **Your** estate at no Charge if **You** die or become permanently disabled during the Certificate Period. The first **Named Certificate Holder** or **Your** estate must, within sixty (60) days after the end of this Certificate Period, write to tell Us the coverage is desired. **We** also require:

- (1) Written proof of **Your** death; or
  - (2) Written proof of **Your** permanent disability, including the date it happened, certified by Your attending physician. **You** must agree to submit to medical examination(s) by any physician(s) **We** designate if requested.
- b. Retirement: Upon written request, **We** shall offer **You** an Unlimited Duration Optional Extended Reporting Period Endorsement for no Charge using the standard underwriting practices in accordance with state requirements if:
- i. **You** have been insured consecutively for at least five (5) years at the time of **Your** request; and
  - ii. **You** retire during the Certificate Period after reaching the age of fifty (50) years old.
- c. The Limits of Liability under this Policy at the time of termination, death, disability or retirement will be the Limits of Liability applying to the Optional Extended Reporting Period.
8. Further, any Unlimited Duration Optional Extended Reporting Period Endorsement will not be applicable to **You** for termination of the claims made policy due to **Your** nonpayment of premium.

#### VIII. CANCELLATION/NON-RENEWAL

- A. Non-Renewal. If **We** decide not to renew this Policy, **We** will mail or deliver to **You** at the address designated in Item I of the Master Policy Declarations and of the **Certificate of Insurance**, written notice of the non-renewal not less than sixty (60) days before the expiration date. If such notice is mailed, proof of mailing will be sufficient proof of notice. **You** can terminate the extension at any time, but not retroactively.
- B. Cancellation. This Policy may be canceled by **You** or **Your** authorized legal representative with power of attorney, by mailing or delivering to **Us** advance written notice of cancellation stating when thereafter the cancellation shall be effective.

**We** may cancel this Policy by mailing or delivering to the **Named Certificate Holder** written notice of cancellation at least ten (10) days before the effective date of cancellation if **We** cancel for nonpayment of premium or sixty (60) days before the effective date of cancellation if **We** cancel for any other reason. **We** will mail or deliver **Our** notice to the **Named Certificate Holder** last mailing address known to **Us**. Notice of cancellation will state the effective date of cancellation. The **Certificate Period** will end on that date. If this Policy is canceled, **We** will send the **Named Certificate Holder** any premium refund due. If **We** cancel, the refund will be pro rata. If the **Named Certificate Holder** cancels, the refund may be less than pro rata. The cancellation will be effective even if **We** have not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice. **Named Certificate Holder** shall have the ability, within the first thirty (30) days [ten (10) days for non-payment of premium] of the sixty (60) day notice period stated above, to cure such failure to comply with the material terms, conditions or contractual obligations.

#### IX. DEFINITIONS

- A. **Administrative Entity** means any entity or body empowered to conduct an **Administrative Hearing** against **You**.
- B. **Administrative Hearing(s)** means an initial disciplinary proceeding against **You** arising out of allegations of and/or investigation for unprofessional conduct in the course of **Your** Chiropractic practice.
- Administrative Hearing(s)** does not include any appeals by any party involved.
- C. **Automobile** means a land vehicle, self-propelled or not, a trailer or a semi-trailer. This includes any machinery or apparatus attached, whether or not subject to motor vehicle registration or designed for use principally on public roads.

- D. **Biomedical Waste** means a biological agent or condition including, but not limited to, an infectious organism or unsafe laboratory condition that may cause or result in **Bodily Injury** or **Property Damage**.
- E. **Bodily Injury** means bodily harm, sickness or disease, including death resulting therefrom.
- F. **Certificate of Insurance** means the certificate issued in accordance with the Master Policy to the **Named Certificate Holder**.
- G. **Certificate Period** means the period commencing on the effective date shown in Item II of the Master Policy Declarations and of the **Certificate of Insurance**. This period ends on the earlier of the expiration date or the effective date of cancellation of this Policy.
- H. **Chiropractic Incident** means any act, error or omission in the providing of or failure to provide **Professional Services**.

**Chiropractic Incident** includes any act, error or omission in the rendering or failure to render emergency first aid, if such aid is rendered without the receipt of or expectation of remuneration and provided that the injured party would have suffered additional Injury or death had such assistance not been rendered or performed.

All damages arising from any act, error or omission in the providing of or failure to provide **Professional Services** to a woman and/or her unborn child or children during the course of a pregnancy (including pre-natal, delivery and post-natal care) will be deemed to be a single **Chiropractic Incident**.

- I. **Claim** means an express, written demand against an **Insured** for monetary damages, including a **Suit**.
- J. **Defense Costs** means the costs and expenses incurred by **Us** in connection with the legal defense or administrative handling of any matter covered under this Policy, including, but not limited to, legal fees charged by an attorney designated by **Us** to investigate or defend any **Claim** or **Suit** brought against an **Insured**. Matters covered under this Policy may include any **Chiropractic Incident, Occurrence, Personal Injury, Bodily Injury, Property Damage**, civil proceeding, **Administrative Hearing** or investigation.
- K. **Discrimination** means any violation of any law, whether statutory or common law, which prohibits disparate treatment, based upon, but not limited to, race, color, religion, national origin, age, handicap or disability, sex, or sexual orientation.
- L. **Employee** means a person paid by **You** or the **Named Insured Entity** in connection with **Your** business or the **Named Insured Entity's** business.
- M. **Information Privacy Wrongful Act** means an act, error or omission by **You** which results in a breach or violation of U.S. Federal and State statutes and regulations by **You** in connection with the control and use of personally identifiable financial or medical information of Patients, including, but not limited to:
  1. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA"), and the rules and regulations of promulgated thereunder as they currently exist and as amended;
  2. The Gramm-Leach-Bliley Act of 1999 ("G-L-B"), and the rules and regulations promulgated thereunder as they currently exist and as amended; and
  3. State privacy protection laws, as they currently exist now or in the future.

Such information, as referenced above, must be under **Your** care, custody or control in the conduct of **Your Professional Services**.
- N. **Initiated** means written notice is received by **You** of an audit or investigation for **Your** alleged erroneous billing, an allegation of a Wrongful Privacy Act by **You**, or the commencement of an **Administrative Hearing** against **You**. The date notice is received by **You** shall be considered the date such matter is **Initiated**.
- O. **Master Policy** means the Master Policy Declarations issued to the **Master Policy Holder**. The Master Policy provides the **Insureds** no insurance separate and apart from the coverage evidenced by the **Certificate of Insurance**.
- P. **Master Policy Holder** means the Entity shown in Item I of the Master Policy Declarations

- Q. **Named Certificate Holder** means the individual or entity listed as the **Named Certificate Holder** in the **Certificate of Insurance** issued with the **Policy**.
- R. **Named Insured Entity** means the entity shown in Item 1 of the **Certificate of Insurance** issued with this Policy.
- S. **Nuclear Hazard(s)** means nuclear fission, nuclear fusion or radioactive contamination.
- T. **Occurrence** means:
1. As respects **Bodily Injury, Property Damage** or medical expense, an accident, including continuous or repeated exposure to substantially the same general conditions, which results in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Insured**.
  2. As respects **Personal Injury**, an offense arising out of **Your** business that results in **Personal Injury**.
- U. **Patient** means a person seeking or receiving, either on an inpatient, outpatient, educational, or emergency basis, any form of **Professional Services**.
- V. **Personal Expense** means those monetary financial costs **You** incur to replace or repair **Your** tangible Property or to treat **Your** bodily harm, sickness or disease.
- W. **Personal Injury** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:
1. False arrest, detention, or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;
  4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication of material that violates a person's right of privacy.
- X. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, **Biomedical Waste, Nuclear Hazards**, and materials to be recycled, reconditioned, or reclaimed.
- Y. **Professional Services** means services which are within the scope of practice of a licensed chiropractor in the jurisdiction in which the chiropractor maintains his/her professional licensure and practices. **Professional Services** shall also include **Your** services when serving as an educator in any state or country, or as a member of a formal accreditation, standards review, or similar professional board or committee, including as a director or officer of such board or committee, even though **You** may not be licensed in that jurisdiction while serving in such capacity.
- Professional Services** also includes services provided by **Employees**, but only while: (1) in **Your** employment or the **Named Insured Entity's** employment, (2) acting under **Your** direction or the **Named Insured Entity's** direction, (3) licensed or certified where required by law, and (4) trained and qualified to perform in his/her capacity as **Employee**.
- Professional Services** does not include any services furnished by **You** or an **Employee** as a practitioner of any other healing or treating art except chiropractic.
- Professional Services Incident** means **Chiropractic Incident**.
- Z. **Property Damage** means (1) physical injury to, or destruction of, tangible property; or (2) loss of use of tangible property, which has not been physically injured or destroyed. All such **Property Damage** shall be deemed to occur at the time of the **Occurrence** causing said **Property Damage**.
- AA. **Suit** means a civil proceeding in a court, and includes an arbitration proceeding.

- AB. **Surgery** means any service that involves cutting, incision or penetration of any tissue, including, but not limited to, incising, excising and/or suturing lesions, or needle penetration of the skin or blood vessels.
- AC. **HIPAA Violation(s)** means the actual or alleged failure to comply with the General Administrative Requirements (45 CFR §160 et seq.), Administrative Requirements (45 CFR §162 et seq.), or Security and Privacy (45 CFR §164 et seq.) as promulgated by HHS pursuant to the authority given to HHS under HIPAA as may be amended from time to time and to which this insurance applies.



## HEALTHCARE PROVIDER PROFESSIONAL LIABILITY MASTER POLICY CYBER LIABILITY ENDORSEMENT

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration for the payment of the premium and upon the Declarations and subject to the Certificate of Insurance, the Company and the **Named Certificate Holder** agree that the Policy is amended by adding the following coverage and related amendments:

**NOTICE: THIS ENDORSEMENT PROVIDES CLAIMS MADE COVERAGE ONLY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO US DURING THE CERTIFICATE PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE CERTIFICATE WITH YOUR INSURANCE REPRESENTATIVE.**

The following Cyber Coverage has been endorsed onto the **Named Certificate Holder's** Professional Liability Master Policy. The coverages and service provided under this endorsement are unique and separate from the coverage and service provided under the **Named Certificate Holder's** Professional Liability Master Policy.

The limits applicable to this Cyber Coverage as outlined in Section I below and in Item III of the **Certificate of Insurance**, are in addition, and not a part of the Maximum Aggregate Limits of Liability in Item III the **Named Certificate Holder's** Professional Liability Master Policy **Certificate of Insurance**. All other Policy terms, conditions and exclusions remain unchanged and apply to the coverage under this Cyber Coverage Endorsement unless stated otherwise.

#### I. SECTION I CYBER INSURING AGREEMENTS

The following coverages are added to the Policy:

##### A. DATA BREACH LIABILITY

We will pay on behalf of the **Insured, Claims Expenses and Regulatory Fines** which the **Certificate Holder** or any organization including a subcontractor or vendor, for whom the **Certificate Holder** is legally responsible, incurs resulting from **Claims** first made against the **Certificate Holder** and reported to **Us** in accordance with Section VII A Conditions and the **Certificate of Insurance** provisions during the **Certificate Period**, said **Claim** or **Claims** arising as a result of a **Data Breach Wrongful Act** by the **Certificate Holder**. Such **Data Breach Liability Claims Expenses** shall be subject to the Cyber Liability Aggregate Limit per the **Named Certificate Holder's Certificate of Insurance**.

##### B. MEDIA LIABILITY

We will pay on behalf of the **Insured, Claims Expenses** the **Insured** or any organization including a subcontractor or vendor, for whom the **Insured** is legally responsible, incurs resulting from **Claims** first made against the **Insured** and reported to **Us** in accordance with Section VII A Conditions and the **Certificate of Insurance** provisions during the **Certificate Period**, said **Claim** or **Claims** arising as a result of a **Media Injury** by the **Insured** arising out of the **Insured's Media Content**. Such **Media Injury Claims Expenses** shall be subject to the Cyber Liability Aggregate Limit per the **Named Certificate Holder's Certificate of Insurance**.

##### C. PRIVACY REGULATORY PROCEEDINGS, FINES AND PENALTIES

We will pay on behalf of the **Insured, Claims Expenses and Regulatory Fines** which the **Insured** incurs, resulting from a **Privacy Regulatory Proceeding** first made against the **Insured** and reported to **Us** in accordance with Section VII A Conditions and the **Certificate of Insurance** provisions during the **Certificate Period**, said **Claim** or **Claims** arising as a result of a **Data Breach Wrongful Act** committed by the **Insured**.



The maximum **Claims Expenses** amount payable by **Us** pursuant to a **Privacy Regulatory Proceeding** for each **Policy Period** is subject to the Privacy Regulatory Proceedings Fines and Penalties per **Insured**. Such **Data Private Regulatory Claims Expenses** shall be subject to the Cyber Liability Aggregate Limit per the **Named Certificate Holder's Certificate of Insurance**.

#### D. NOTIFICATION COSTS

If during the **Certificate Period** the **Insured** reports a **Privacy Breach** or **Unauthorized Access** which was first discovered after the **Retroactive Date** and before the end of the **Certificate Period**, **We** shall pay on behalf of the **Insured**, or on behalf of an independent contractor for which the **Insured** is legally responsible via a written contract the following reasonable and necessary Notification Costs incurred by a **Data Breach First Responder** and a data breach service provider from the **Data Breach Service Provider Panel**:

1. **Computer Forensic Costs** following a **Privacy Breach** or **Unauthorized Access**;
2. Costs to provide legally required notification in compliance with any local, state, federal rule or regulation, or foreign laws following a **Privacy Breach** or **Unauthorized Access**;
3. Fees charged by attorney(s) to determine the applicability of and actions necessary to comply with such laws;
4. Costs to provide voluntary notification to those affected individuals if in the reasonable opinion of the **Named Certificate Holder** such voluntary notification is necessary in order to mitigate the effects of a **Privacy Breach** or **Unauthorized Access** but only to the extent that their **Covered Personally Identifiable Information** was:
  - a. disclosed or reasonably believed to have been disclosed due to a **Privacy Breach** or **Unauthorized Access**, and
  - b. in a useable, readable or decipherable format;
5. Costs to notify federal, state, local and foreign regulatory bodies as required by law, including the Federal Trade Commission, the media, Secretary of Health and Human Services and the Office of Civil Rights, in order to mitigate the effects of a **Privacy Breach** or **Unauthorized Access**;
6. Costs to set up a call center and manage responses to individual enquiries following notification;
7. Credit, identity monitoring and restoration services for one (1) year to those affected individuals notified pursuant to Section D (2) and/or (4) above but only to the extent that their **Covered Personally Identifiable Information** was disclosed or could reasonably be believed to have been disclosed due to a **Privacy Breach** or **Unauthorized Access**;

The **Named Certificate Holder** may choose a service provider not on the **Data Breach Service Provider Panel** with **Our** prior written consent, not to be unreasonably withheld, and subject to all of its guidelines. However in this event **We** shall only pay the hourly rate and/or fees that would have been charged had **Our Data Breach Service Provider Panel** been used.

Such Notification Costs shall be subject to the Cyber Liability Aggregate Limit per the **Named Certificate Holder's Certificate of Insurance**, regardless of the number of incidents reported. The **Computer Forensic Costs** is part of and not in addition to the Notification Costs which shall be subject to the Cyber Liability Aggregate Limit per the Certificate Holder 's Certificate of Insurance Notwithstanding the foregoing, **We** will not provide coverage for any **Claim** otherwise covered under Cyber Insuring Agreements A, B , C and D unless such **Data Breach Wrongful Act, Media Injury , Privacy Regulatory Proceeding** was committed or **Notification Cost** as incurred on or after the **Retroactive Date** and before the end of the **Certificate Period**.

#### II. SUPPLEMENTAL PAYMENTS

Subject to all other terms and conditions, this Endorsement affords the following Supplemental Payments. Any payment made by **Us** under this Section shall not reduce the Limits of Liability.



#### A. PRE-CLAIM ASSISTANCE

If during the **Policy Period** the **Insured** reports a **Privacy Breach** in accordance with the Conditions of this Policy, at its sole option, may spend reasonable and necessary costs to establish when the **Privacy Breach** occurred, its origin and factual details prior to a **Claim** being made. These Pre-Claim Assistance costs are capped at an aggregate limit of \$5,000.

#### B. REIMBURSEMENT OF DAILY EXPENSES

If the **Insured** is requested to attend hearings, depositions and trials relative to the defense of a **Claim**, **We** shall reimburse the **Insured's** actual loss of earnings and reasonable expenses due to such attendance up to \$500 per day subject to an aggregate limit of \$2,500 for each **Certificate Period**.

### III. DEFINITIONS

A. Solely for the purposes of the coverage afforded by this Endorsement, Section IX, Definitions is amended as follows.

1. **Claim** is deleted and replaced with the following:

**Claim** means receipt by the **Insured** of a civil action, suit, proceeding or written demand naming the **Insured** seeking damages or non-monetary relief including an injunction and alleging a **Data Breach Wrongful Act, Media Injury, Privacy Breach** or **Unauthorized Access**.

2. **Claims Expenses** means:

- a. Reasonable and necessary fees charged by an attorney(s), subject to Section III. B., to defend a **Claim**; and
- b. All other fees, costs and charges, resulting from the investigation, defense, and appeal of a **Claim**, if incurred by the **Insured** with **Our** prior written consent, including premiums on appeal bonds.

The determination by **Us** as to the reasonableness of **Claims Expenses** shall be conclusive on the **Insured**. **Claims Expenses** do not include salary, charges, wages or expenses of partners, principals, officers, directors, members or employees of either **Named Certificate Holder** or any **Insured**.

3. **Computer Forensic Costs** means reasonable and necessary costs to hire suitably qualified computer forensic experts to source the origin, existence and extent of a **Privacy Breach** or a **Data Breach Wrongful Act**. These costs are subject to the **Computer Forensic Costs** sublimit within the Notification Costs sublimit(s) as stated in the **Named Certificate Holder's Certificate of Insurance**.

4. **Computer Systems** means computers, websites and associated input and output devices, mobile devices, data storage devices, networking equipment, and back up facilities, including data stored on such devices; so long as the foregoing are:

- a. operated by and either owned or leased by the **Insured**,
- b. operated by a third party service provider, including a cloud computing service provider and used to host computer application, data, infrastructure or co-location services to the **Insured**, or
- c. used for processing, maintaining, hosting or storing the **Insured's** data subject to a written contract by the **Insured**, including but not limited to a Business Associate Agreement as required by the Health Insurance Portability and Accountability Act as amended, or substantial equivalent.

5. **Confidential Business Information** means information of any third party, including strategic, systems-related and/or financial data, business plans, customer information, employee information, or market information; provided that such information is

- a. in the **Insured's** care, custody or control in the normal course of business and not available to the general public; or
- b. identified in writing by a third party as confidential; or

- c. provided to the **Insured** under a written non-disclosure agreement or confidentiality clause in a contract.
  - d. **Confidential Business Information** shall not include:
    - i. information which is or becomes publicly available or is in the public domain, unless due to any unauthorized act or omission on the part of the **Insured** or any other party;
    - ii. information which was in the **Insured's** possession or knowledge prior to disclosure by the disclosing third party and which can be shown to have so been by proper documentation and which is not otherwise subject to any obligation of confidentiality or non-disclosure;
    - iii. information which becomes rightfully known to the **Insured** from a third party not bound by any restriction of non-disclosure;
    - iv. information that is expressly authorized to be disclosed by the **Insured** or other disclosing party in writing, unless such authorization is given in an unauthorized manner; or
    - v. patents of any kind;
    - vi. trade secrets, unless they are listed in a non-disclosure agreement signed by the **Insured**
6. **Covered Personally Identifiable Information** means the following:
- a. information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act of 1999, as amended, and regulations issued pursuant to the Act or similar federal, foreign or state laws or acts;
  - b. medical information concerning an individual person, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act, including the Health Information Technology for Economic and Clinical Health Act (HITECH) or similar federal, foreign or state laws or acts;
  - c. personal information as defined by Massachusetts 201 CMR 17.00 or as defined by state breach notification and consumer protection laws including the Federal Trade Commission Act as amended, or similar foreign laws or acts; or
  - d. any other information relating to an identified or identifiable natural person who can be identified in particular by reference to an identification number or multiple factors specific to his or her physical, physiological, mental, economic, cultural or social identity.
7. **Data Breach First Responder** means the legal advisory services provider engaged by the **Named Certificate Holder** to provide initial assessment and consulting services in the event of a **Privacy Breach** or **Unauthorized Access**. These costs and expenses do not include services provided by a provider on the **Data Breach Service Provider Panel**.
8. **Data Breach Service Provider Panel** means the providers pre-approved by **Us** to provide specialist data breach related services in the event of a **Privacy Breach** or **Unauthorized Access**.
9. **Data Breach Wrongful Act** means any actual or alleged act, failure to act, error, omission, misstatement, misleading statement, neglect, or breach of duty that causes:
- a. a **Privacy Breach**;
  - b. **Personal Injury** arising out of the **Insured's Media Content**;
  - c. **Unauthorized Access** as a result of any unauthorized act caused by an employee of the **Insured**;
  - d. the failure to prevent **Unauthorized Access**; the failure to prevent **Unauthorized Access** and/or failure to prevent access to the **Insured's Computer Systems** by an unauthorized third party which results in a denial of service attack;

- e. the inability of a third party, who is authorized to do so, to gain access to **Computer Systems**;
  - f. the failure to prevent transmission of **Malicious Code**; or
  - g. breach of privacy and security obligations under federal, state, local or foreign statutes, rules or regulations including but not limited to section 5 of the Federal Trade Commission Act arising from a **Privacy Breach**, the Health Insurance Portability and Accountability Act and state breach notification laws.
- 10. Interrelated Matter** means any **Data Breach Wrongful Act**, **Media Injury**, **Privacy Breach** and/or **Unauthorized Access** that has as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- 11. Malicious Code** means any virus, trojan horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory, onto a computer disk or spread itself from one computer to another.
- 12. Media Content** means any information including words, sounds, numbers, images, or graphics and shall include advertising, brochures, product literature, video, streaming content, web-casting, online forum, bulletin board, chat room and social **Media Content** published, disseminated, released, gathered, distributed or transmitted in electronic, paper or digital format on behalf of the **Insured** or by the **Insured** for others for compensation. **Media Content** does not include:
- a. **Media Content** published, disseminated, released, gathered, distributed or transmitted in a personal capacity, and in personal time for non-business purposes by employees;
  - b. computer software except to the extent that it displays digital content; or
  - c. actual goods, products or services described, illustrated or displayed in such **Media Content**.
- 13. Media Injury** means:
- a. infringement of copyright, slogan, trademark, trade dress, service mark or service name;
  - b. misappropriation of any name or likeness for commercial advantage, trademark dilution, cyber-squatting violations, moral rights violations;
  - c) any act of passing-off, or any misappropriation of content, formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;
  - d. negligent publication of the **Insured's Media Content** or email marketing information;
  - e. unfair competition or deceptive trade practices based solely on items a), b) and c) of **Media Injury** and only if based on the same facts as pleaded in connection with a **Claim** arising from items a., b. and c. above.
- 14. Personal Injury** means defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, the tort of outrage, any other tort related to disparagement or harm to the reputation or character of any person or organization, invasion of or interference with the right to privacy or publicity, false light, public disclosure of private facts, intrusion of privacy, or invasion of privacy.
- 15. Privacy Breach** means the actual, alleged or suspected unauthorized release, disclosure or failure to protect from theft, loss or other misappropriation, **Confidential Business Information** or **Covered Personally Identifiable Information**, and shall include:
- a. identity theft and identity fraud;
  - b. the violation by an employee of the **Insured's** procedures and policies intended to protect the confidentiality of **Confidential Business Information** or **Covered Personally Identifiable Information**;
  - c. the unintentional violation by the **Insured** of the **Insured's** procedures and policies intended to protect the confidentiality of **Confidential Business Information** or **Covered Personally Identifiable**

**Information; or**

- d. actual or alleged violation of any federal, state, foreign or local privacy statute directly resulting from the foregoing.

**Privacy Breach** shall also include any actual or alleged failure to provide any required notices in connection with the matters described in this paragraph.

16. **Privacy Regulatory Proceeding** means any proceeding by a regulatory official, board or agency to investigate a **Data Breach Wrongful Act, Privacy Breach** or **Unauthorized Access** including a request for information, civil investigative demand or civil proceeding commenced by service of a complaint or similar pleading, brought by, or on behalf of, a governmental agency that alleges a violation of any federal, state, foreign or local privacy statute.
17. **Regulatory Fines** means any civil monetary fine or penalty imposed as a result of a **Privacy Regulatory Proceeding**. **Regulatory Fines** shall not include any criminal fines, disgorgement of profits, multiple damages, civil monetary fines, punitive damages or penalties that are not insurable by law.
18. **Unauthorized Access** means the use, transmission or access to **Confidential Business Information** or **Covered Personally Identifiable Information** by a person not authorized to do so, or in a manner not authorized by the **Insured**.

#### IV. EXCLUSIONS

- A. The following exclusion are added to the Section V, GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS:

The coverage afforded under this Endorsement shall does not apply to charge, expense, **Claim** or **Suit**:

1. for, based upon, or arising from any actual or alleged dishonest, fraudulent, criminal, collusive, or malicious act or omission of any **Insured**; however, this Exclusion shall not apply to **Claims Expenses** or **Our** duty to defend any such **Claim** unless or until a final adjudication adverse to such **Insured** establishes the **Insured** committed such dishonest, fraudulent, criminal, collusive or malicious act or omission, at which time the Named Insured shall reimburse **Us** for all **Claims Expenses** incurred defending such **Claim** and **We** shall have no further liability for **Claims Expenses**. This Exclusion shall not apply to a crime committed on the internet if the conduct giving rise to that crime would have been legal in the state such person or **Insured** resided in while engaging in such conduct;
2. for, based upon, or arising from any actual or alleged wrongful employment practices or any discrimination of any person or entity on any basis; except this exclusion shall not apply to the extent that an employee brings a **Claim** arising out of a **Data Breach Wrongful Act, Privacy Breach** or **Unauthorized Access**;
3. for, based upon, or arising from any internal salary or overhead expenses of the **Insured**;
4. by an employee, former employee or job applicant of the **Insured** in their capacity as such, except this exclusion shall not apply to any **Claim** or payment arising from a **Data Breach Wrongful Act, Privacy Breach, Unauthorized Access** or a **Regulatory Proceeding**;
5. for, based upon, or arising from any actual or alleged infringement of any patent or trade secret
6. for, based upon, or arising from bodily injury, sickness, disease or death, except this exclusion shall not apply to **Claims** seeking **Damages** for mental anguish or emotional distress where such damages solely arise from a **Data Breach Wrongful Act** or **Media Injury**;
7. for, based upon, or arising from injury to or destruction of any tangible property including loss of use thereof except this exclusion shall not apply to **Claims** arising from **Malicious Code**; for the purposes of this exclusion, data does not constitute tangible property;
8. for, based upon, or arising from any actual or alleged violation of:
  - a. the Employee Retirement Income Security Act of 1974;

- b. the Securities Act of 1933;
  - c. the Securities Exchange Act of 1934;
  - d. state securities laws;
  - e. the Organized Crime Control Act of 1970 (RICO), or
  - f. with respect to a) through e) above, any other similar local law, federal law, state law, common law, foreign law or the law of any country, province, district or territory, or any amendments of any of the foregoing. However, this exclusion shall not apply to **Claims** seeking damages or payments under Insuring Agreement I.D. Notification Costs where such damages or payments solely arise from a **Privacy Breach**;
  - g. of coupons, prizes, or other games of chance;
9. for, based upon, or arising from insolvency of any **Insured**;
10. for, based upon, or arising from any actual or alleged commercial dispute between an **Insured** and a business partner or client such as a reseller, distributor, sales agent, or joint venture but only specifically relating to:
- a. breach of exclusivity, non-competition, non-solicitation, or similar commercial contractual terms;
  - b. commission, royalty, fee or compensation promised or owed to such business partner or client for doing business with an **Insured**; or
  - c. the commercial decision to stop working with such business partner or client, except this part 10. c) shall not apply to a **Claim** arising out of a **Data Breach Wrongful Act** which took place prior to the decision to stop working with such business partner or client;
11. for, based upon, or arising from any chargeback, liability or fee incurred by an **Insured** due to a merchant service provider, payment processor, credit card Exchange or bank reversing or freezing payment transactions as a result of fraud, except this exclusion shall not apply to a **Claim** arising out of a **Data Breach Wrongful Act**; or
12. for, based upon, or arising from any fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide or other physical event.

## V. SECTION VI LIMITS OF LIABILITY

Section VI, LIMITS OF LIABILITY, is amended by adding the following:

Solely with respect to the coverage afforded by this endorsement, Our maximum liability for all **Claims Expenses** and all other payments pursuant to any Section I, Cyber Insuring Agreement shall be the Cyber Liability Aggregate Limit per the **Named Certificate Holder's Certificate of Insurance**. The Cyber Liability Aggregate Limits of Liability shown in Item IV of the **Certificate of Insurance** is the most **We** will pay with respect to Cyber Liability regardless of the number of **Insureds**, **Claims**, Privacy Regulatory Proceedings, Unauthorized Access or Privacy Breaches.

Section II, SUPPLEMENTAL PAYMENTS shall be subject to the sublimits stated within that section, such sublimits shall be separate and not a part of the Cyber Liability Aggregate Limit.

If any **Claim** or **Privacy Breach Regulatory Proceeding** is covered under this Endorsement and any other coverage issued by the Company, **Our** maximum liability for all loss **Claims Expenses** and all other payments pursuant to any coverage afforded by this Endorsement and all such other coverage shall be the Cyber Liability Aggregate Limit per the **Named Certificate Holder's Certificate of Insurance**.

## VI. OTHER INSURANCE

If any **Claim**, **Data Breach Wrongful Act**, **Privacy Breach**, **Unauthorized Access**, **Media Injury** or any other

happening which triggers any other Insuring Agreement is noticed to **Us** under this Policy and is insured by another valid and collectible policy, then this coverage afforded by this Endorsement shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy.



## HEALTHCARE PROVIDER PROFESSIONAL LIABILITY MASTER POLICY EMPLOYMENT RELATED PRACTICES LIABILITY ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

In consideration for the payment of the premium and upon the Declarations and subject to the Certificate of Insurance, the Company and **Named Certificate Holder** agree that the Policy is amended by adding the following coverage and related amendments:

### **NOTICE:**

**THIS ENDORSEMENT PROVIDES CLAIMS MADE AND REPORTED COVERAGE ONLY. COVERAGE IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE AGAINST AN INSURED DURING THE CERTIFICATE PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE CERTIFICATE WITH YOUR INSURANCE REPRESENTATIVE.**

The following Employment Related Coverage has been endorsed onto the **Named Certificate Holder's** Professional Liability Master Policy. The coverages and service provided under this endorsement are unique and separate from the coverage and service provided under the **Named Certificate Holder's** Professional Liability Master Policy.

The limits applicable to this Employment Related Practice Coverage as outlined in Item III of the **Certificate of Insurance** are for **Defense Costs** only and are in addition, and not a part of the Maximum Aggregate Limits of Liability in Item III of the **Named Certificate Holder's** Professional Liability Master Policy **Certificate of Insurance**. All other Policy terms, conditions and exclusions remain unchanged and apply to the coverage under this Employment Related Practice Coverage Endorsement unless stated otherwise.

### **A. SECTION I. EMPLOYMENT RELATED PRACTICE COVERAGE**

The following Insuring Agreement is added to the Policy:

#### **EMPLOYMENT RELATED INSURING AGREEMENT**

1. **We** will pay those sums that the **Insured** becomes legally obligated to pay as and/or **Defense Costs** because of an **Employment Practices Claim** alleging a **Wrongful Act** to which this endorsement applies. **We** will have the right and duty to defend the **Insured** against **Suit** seeking those damages. However, **We** will have no duty to defend the **Insured** against any **Suit** seeking damages because of a **Wrongful Act** to which this insurance does not apply. But:
  - a. The amount **We** will pay for **Defense Costs** is limited as described in the **Certificate of Insurance**; and
  - b. **Our** right and duty to defend ends when **We** have exhausted the applicable limit of insurance in the payment of **Defense Costs**.
2. This coverage afforded by this endorsement applies to a **Wrongful Act** only if:
  - a. The wrongful act takes place in the coverage territory;
  - b. (1) The **Wrongful Act** commences to occur on or after the inception date of this **Certificate of Insurance**, but prior to the end of the **Certificate Period**, or (2) The first of a series of related or interrelated **Wrongful Acts** commences to occur on or after the inception date of this **Certificate of Insurance**, but prior to the end of the **Certificate Period**, if a series of related or interrelated **Wrongful Acts** occur against a single individual; and
  - c. The **Employment Practices Claim** is made against the **Insured** and reported to us during the **Certificate period**; and

- d. The **Employment Practices Claim** is made against the **Insured** by an employee.
- 3. An **Employment Practices Claim** by a person or organization seeking damages will be deemed to have been made when notice of such **Employment Practices Claim** is received by the **Insured**.
- 4. An **Employment Practices Claim** must be reported to **Us** in accordance with Section VII A Conditions and the **Certificate of Insurance** provisions during the **Certificate Period**,

## **B. SECTION V. EXCLUSIONS**

The following exclusions are added to the Section V, GENERAL POLICY EXCLUSIONS APPLICABLE TO ALL COVERAGES AND BENEFITS:

The coverage afforded by this Endorsement shall not apply to any charge, expense, **Claim** or **Suit** based upon, or arising from:

### **1. Workers' Compensation**

Any obligation under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

### **2. Liability Assumed by Contract**

Any damages and/or **Defense Costs** which the **Insured** is obligated to pay by reason of this assumption of another's liability for a **Wrongful Act** in a contract or agreement.

However, this exclusion does not apply to liability for **Defense Costs** because of a **Wrongful Act** that the **Insured** would have had even in the absence of such contract or agreement.

### **3. Employee Retirement Income Security Act**

Any liability imposed on the **Insured** under the Employee Retirement Income Security Act of 1984, Public Law 93-406, or any amendment thereto.

### **4. Strikes and Lockouts**

Any damages and/or **Defense Costs** arising out of or associated with a lockout, strike, picket line, replacement or other similar actions in connection with labor disputes or labor negotiations,

However, this exclusion does not apply to **Defense Costs** incurred in an **Employment Practices Claim** brought by an **Employee** alleging **Wrongful Termination** or retaliation as a result of strike activity or union involvement.

### **5. W.A.R.N. Act**

Any liability arising out of the Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988), or any amendment thereto, or any similar federal, state, or local law.

### **6. Accommodation or Access for Disabled Persons**

Any liability or costs incurred by any **Insured** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person.

### **7. Express Contracts for Employment**

Any liability or damages, other than **Defense Costs**, imposed as a result of the termination or breach of an express contract of employment.

### **8. Wage Claims**

Any **Employment Practices Claim** brought against any **Insured** for failure to pay wages earned by an **Employee** including, but not limited, to any **Employment Practices Claim** brought under the overtime compensation or minimum wage provisions of the Fair Labor Standards Act, 29 U.S.C 201 et seq., or any state or local law governing the payment of overtime compensation or minimum wage. However, this



exclusion does not apply Defense Costs incurred in any “employment practices claim” brought pursuant to the Equal Pay Act, 29 U.S.C. s. 206 (d).

**9. Employment Practices Claim Brought by Volunteer Workers**

Any **Employment Practices Claim** brought by a **Volunteer Worker** against any **Insured** or brought by any person or organization for care or loss of services arising out of such **Volunteer Worker’s Employment Practices Claim**.

**10. Retaliations**

Any **Employment Practices Claim** that results when an **Insured** retaliates against an **Employee**:

- a. For declining to perform an act that would violate public policy; or
- b. For filing a claim, giving testimony or otherwise exercising the **Employee’s** constitutional rights.

**11. Reorganizations or Reductions in Force**

Any **Employment Practices Claim** arising out of a lay off or termination of employment:

- a. Of more than 20% of the **Insured’s Employees** at any site of employment within a sixty (60) day period; or
- b. From permanent shutdown of a site of employment; or
- c. From a temporary shutdown of a site of employment that lasts at least thirty (30) days.

**C. SECTION VI. LIMITS OF LIABILITY**

Section VI, LIMITS OF LIABILITY, is amended by adding the following:

1. The Employment Practices Aggregate Limits of Liability shown in the **Certificate of Insurance** is the most **We** will pay with respect to Employment Practices Related Coverage Liability regardless of the number of:
  - a. **Insureds**;
  - b. **Employment Practices Claim** made or **Suits** brought; or
  - c. Persons, organizations or government agencies making **Employment Practices Claim** or bringing **Suits**.
2. Subject to the above, the Each Wrongful Act Limit shown in the **Certificate of Insurance** is the most we will pay for all **Defense Costs** arising out of a single **Employment Practices Claim**.

**D. SECTION IX. DEFINITIONS**

Solely for the purposes of the coverage afforded by this Endorsement, Section IX, DEFINITIONS, is amended by adding the following terms:

1. **Defense Expenses** means the cost incurred in connection with the investigation and/or defense of any **Employment Practices Claim** including, but not limited to, legal fees and other defense expenses.
2. **Employment Practices Claim** means a written demand for monetary damages, and includes a **Suit** or alternative dispute resolution proceeding, other than a criminal proceeding, which arises as a result of a **Wrongful Act**. However, **Employment Practices Claim** shall not include a labor or grievance arbitration pursuant to a collective bargaining agreement. A class action lawsuit is considered one **Employment Practices Claim**
3. **Sexual Harassment** means unwelcome sexual advances and/or requests for sexual favors and/or other verbal or physical conduct off a sexual nature that:
  - a. Are made a condition of employment; and/or
  - b. Are used as a basis for employment decisions; and/or

- c. Create a work environment that interferes with performance or creates an intimidating, hostile, or offensive work environment.
- 4. **Workplace Torts** mean retaliation, negligent evaluation, wrongful discipline, wrongful failure to employ or promote, wrongful deprivation of career opportunity, or wrongful demotion.
- 5. **Wrongful Act** means any actual or alleged:
  - a. **Discrimination** by an **Insured** against **Your Employee** or **Your** former **Employee** or an applicant for employment with **You**;
  - b. **Sexual Harassment** by an **Insured** against **Your Employee** or **Your** former **Employee**;
  - c. **Workplace Torts** by an **Insured** against **Your Employee** or **Your** former **Employee**; or
  - d. **Wrongful Termination** by an **Insured** against **Your Employee** or **Your** former **Employee**.
- 6. **Wrongful Termination** means termination of an employment relationship in a manner which is against the law and wrongful or in breach of an implied agreement to continue employment. **Wrongful Termination** shall include, but shall not be limited to, breach of an implied employment contract, retaliation, or the filing of a claim under federal, state, local or foreign whistleblower laws.
- 7. **Volunteer Worker** means a person who is not **Your Employee** and who donates his or her work and acts at the direction of and within the scope of duties determined by **You**, and is not paid a fee, salary or other compensation by **You** or anyone else for their work performed for **You**.

# Chiropractic Insurance Compliance

Discounted Seminar

\*earn up to 8 CEUs

**Register Here!**

use code: insured22



in partnership with



## Policy Renewal Special

H.J. Ross is offering **\*\*50% off** a Billing & Coding Seminar with renewal of your *ChiroSecure* Insurance Policy

\*CEU availability dependent on state approval

\*\*registration for the seminar must be made within 30 days of policy activation, for a class within the next year

[www.hjrosscompany.com](http://www.hjrosscompany.com)