



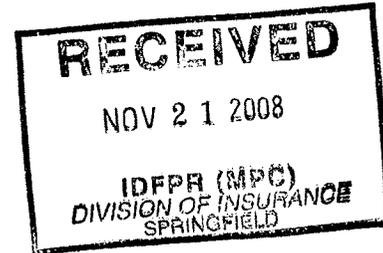
# NCMIC Insurance Company

A member of NCMIC Group, Inc.  
NCMIC Insurance Company  
NCMIC Finance Corporation  
Professional Solutions Insurance Company  
NCMIC Insurance Services

14001 University Avenue, Clive, Iowa 50325-8258  
Local 515-313-4500 Toll-Free 800-247-8043  
Mailing Address: P.O. Box 9118, Des Moines, Iowa 50306-9118  
Claims Reporting Line: 800-242-4052

November 13, 2008

Illinois Department of Insurance  
Attn: Property and Casualty Compliance Unit  
320 West Washington Street  
Springfield, IL 62767



**RE: NCMIC Insurance Company**  
**FEIN: 42-0635534**  
**NAIC Number: 15865**  
*RATE/RULE* **Chiropractic Medical Malpractice Rule Filing**  
**Filing Number: 2008 Chiro Rev Rule**  
**Proposed Effective Date: 2/1/09 New Business & Renewals**



To Whom It May Concern:

NCMIC Insurance Company (NCMIC) currently has on file with the Illinois Division of Insurance a claims made and occurrence professional liability rating manual for our chiropractic malpractice program. Under separate cover, NCMIC has submitted an endorsement filing. Attached here, please find the corresponding rating manual which has been amended to include updated rules for the new and revised endorsements. Please note that no changes have been made to the base rates, increase limits factors or claims made step factors that are currently on file. In comparison to the currently approved rating manual, the substantive changes are as follows:

- We have updated the edition dates of the Supplemental Legal Defense Endorsements on page 16.
- We have added a new Chiropractic Treatment of Animals Endorsement for a flat fee of \$200 on page 17.

Please see the attached side-by-side rating manual comparison which details all the changes being made.

Our actuaries cannot provide support for the new Chiropractic Treatment of Animals Endorsement because there is no loss experience available, anywhere, on which to base an actuarial analysis. We are using underwriting judgment to establish the rating for this endorsement until we have sufficient experience (3-5 years) on which to base actuarial analysis of the rate.

The only competitor information we have is the OUM Chiropractor Program (underwritten by PACO Assurance Co.) Treatment of Animals endorsement for which they charge \$500.00. No

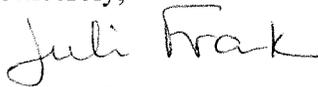
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specific loss experience is available for their coverage of treatment of animals. Enclosed, please find a certification signed by our Chief Financial Officer certifying that appropriate consideration has been given to the applicable factors specified in 215 ILCS 5/155.18.

Please note that NCMIC gathers and reports statistics to the National Independent Statistical Service (NISS).

If you have any questions or require any additional information regarding this filing please, feel free to contact me directly. I thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Julia Frank".

Juliana Frank

Compliance Manager

PH: (800) 321-7015 Ext. 4557

FX: (515) 313-4476

Email: [jfrank@ncmic.com](mailto:jfrank@ncmic.com)

**Certification Form**

Certification of: NCMIC Insurance Company

Filing being certified: 2008 Chiro Rev Rule

Proposed effective date: 02/01/2009

I, Roger Schlueter, Chief Financial Officer, certify that appropriate consideration has been given in this filing to the applicable factors specified in 215 ILCS 5/155.18(3) of the Illinois Insurance Code. I am authorized to certify on behalf of NCMIC Insurance Company that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

Name of officer: Roger Schlueter

Title of officer: Chief Financial Officer

Signature: 

Date: 11/19/08

Insurance Company FEIN 42 - 0635534 Filing Number 2008 Chiro Rev Rule

Insurer's Address 14001 University Avenue

City Clive State Iowa Zip Code 50325-8258

Contact Person's:  
-Name and E-mail Juli Frank, Compliance Manager jfrank@ncmic.com

-Direct Telephone and Fax Number 800-321-7015 ext. 4557 Fax: 515-313-4476

**Illinois Claims Made and Occurrence Chiropractic Professional Liability Manual**

**For**

**NCMIC Insurance Company**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		TWUIT6U3	DATE (MM/DD/YYYY) 07/16/2007
<b>PRODUCER</b> Lighthouse-Programs, LLC 301 E. Pine Street Suite 350 Orlando, FL 32801	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> PML Holdings Group, LLC, Alliance Staff Services, PML Resources, Inc., PML Worldwide, Inc. 49100 Van Dyke Shelby Township, MI 48317	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: SUA Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY:    EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WSLTHPE 000070-02	02/01/2007	02/01/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Coverage is extended to the leased employees of alternate employer (Illinois and Michigan Operations ONLY): Environmental Cleansing Corp. of America (Effective 02.01.2006)  
**DISCLAIMER:** This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.  
 (continued next page)

<b>CERTIFICATE HOLDER</b>  Olivieri Brothers Partnership 10625 Golf Road Orland Park, IL 60462	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL INFORMATION**

ISSUE DATE

07/16/2007

**PRODUCER**

Lighthouse-Programs, LLC  
301 E. Pine Street  
Suite 350  
Orlando, FL 32801

**CERTIFICATE HOLDER**

Olivieri Brothers Partnership  
10625 Golf Road  
Orland Park, IL 60462

**INSURED**

PML Holdings Group, LLC, Alliance Staff Services, PML  
Resources, Inc., PML Worldwide, Inc.  
49100 Van Dyke  
Shelby Township, MI 48317

**TEXT**

(continued from previous page)

This certificate only applies to 9929 Ave N, Chicago, IL.

## **Section I – General Information Applying to Both Claims Made and Occurrence Policies**

### **Policies**

NCMIC markets two types of policies identified below:

1. Claims Made (Form CM2006 05/06)
2. Occurrence (Form MP2006 05/06)

### **Insureds**

NCMIC has two types of insureds. The two types of insureds are listed below:

1. Individual chiropractor (DC)
2. Professional Entities

### **Policy Period**

The policy period shall be for a one-year term.

### **Minimum Premium**

NCMIC does not have a minimum premium requirement.

### **Waiver of Additional Premiums**

Additional premiums, up to \$10.00, for endorsements effective subsequent to the inception date of the policy will be waived.

### **Whole Dollar Premium Rounding Rule**

All premiums are rounded to the nearest whole dollar.

### **Territorial Definitions**

The location of the practice determines the territory. If more than one location of practice exists, rate in the territory where doctor has at least 51% of his/her practice. If the doctor does not have 51% of his/her practice in a single territory, then rate in the territory in which the doctor has the greatest percentage of his practice. If multiple territories have equal percentage of practice, then rate in the higher rated territory.

### **Premium Payment Options**

Annual payment option – Full premium payment required.

Semi-Annual payment option – 50% of premium payment required along with \$5.00 installment fee.

Quarterly payment option – 25% of premium payment required along with \$5.00 installment fee with the remaining payments of 25% each due at 3, 6 and 9 months after policy inception. This option is only available for premiums equal to or greater than \$500.00.

Monthly payment option through premium finance – 15% of premium payment required for down payment, only available for premiums equal to or greater than \$750.00.

There is no interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy period shall be computed pro rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

### **Renewals**

A policy may be continued for successive terms upon payment of the required premium to the company on or before the inception date of each successive term. The continuation premium shall be based upon the premium in effect on renewal date. The applicable forms and endorsements must be made a part of the policy. Additional premiums for policy changes occurring during the current policy period shall be computed pro rata of the annual premium.

### **Cancellation**

A policy may be canceled by the insured by mailing to the Company written notice stating when such cancellation shall be effective. This policy will remain in full force and effect until its regular anniversary unless the policy is canceled sooner by the Company or the insured.

### **Premium Refund**

If a policy cancels for any reason during the policy term, the insured will receive a pro-rata refund.

If an insured switches from our occurrence policy to our claims made policy, any refund will be computed pro-rata.

## **Section II – Underwriting Criteria**

The following underwriting criteria are to be considered in the underwriting review and acceptance of our insureds:

1. Fully and permanently licensed in the state(s) of practice.
2. Criminal record.
3. Prior claims history:
  - a. Severity of claim
  - b. Indemnity paid

- c. Date of claim
  - d. Frequency of Claim
4. Any possible current claims and/or incidents
  5. Declined, canceled or refused renewal for coverage
  6. Revocation, suspension or probation of license
  7. Other Modalities

**Section III – Premium Development**

**A. FORMULAS FOR CLAIMS MADE PREMIUM DEVELOPMENT**

Listed below are the formulas used to determine a chiropractor’s claims made policy premium.

**STEP 1 – Calculate Base Premium**

**Base Rate**

Base rate is our 100/300 limit of liability. The charges are: Territory 1- \$2232.00  
Territory 2- \$2443.00  
Territory 3- \$2150.00

Territory 1 - Cook, DuPage, Lake, Will, Kendall, Kane and McHenry Counties  
Territory 2 - Monroe, St. Clair, Madison, Clinton, Washington, Randolph and Jersey Counties  
Territory 3 - Remainder of state

**Base Premium Developed**

Base Rate x ILF = Base Premium

Base premium is determined by multiplying the base rate by the increased limits factor of the appropriate limit of liability chosen.

**ILFs (Increased Limits Factors)**

200/600	1.159
250/750	1.215
500/1000	1.408
1000/3000	1.590
2000/4000	1.741

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 2** – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Base Premium

Base premium x (1-4 yr. or mature) retro factor = (1-4 yr. or mature) claims made base premium

**Claims Made Premium Developed**

The (1-4 yr. or mature) claims made premiums are then calculated by multiplying the base premium by the appropriate years (1-4 yr. or mature) retro factor. The retroactive date is the date of reference used to determine which retro factor is to apply. The following rules will apply:

**Definition Retroactive Date** – Date on a claims made liability policy which triggers the beginning period of insurance coverage. If the chiropractor is purchasing insurance for the first time, the retroactive date will be the effective date. Any claim made during the policy period will not be covered if the injury occurred before the retroactive date.

**Eligibility for 1<sup>st</sup> year claims made rate** – When a policy is written where the retroactive date and effective date are the same, we will multiply the first year claims made retro factor by the base premium.

**Eligibility for 2<sup>nd</sup> year claims made rate** – When a policy is written during the first calendar year after the retroactive date we will multiply the second year claims made retro factor by the base premium.

**Eligibility for 3<sup>rd</sup> year claims made rate** – When a policy is written during the second calendar year after the retroactive date, we will multiply the third year claims made retro factor by the base premium.

**Eligibility for 4<sup>th</sup> year claims made rate** – When a policy is written during the third calendar year after the retroactive date, we will multiply the fourth year claims made retro factor by the base premium.

**Eligibility for Mature claims made rate** – When a policy is written during the fourth calendar year after the retroactive date or anytime thereafter, we will use the mature claims made rate. The retro factor is 1.00.

**Claims Made Rate Retro Factors**

<u>Maturity</u>	<u>Retro Factors</u>
1	0.350
2	0.655
3	0.900
4	0.975
Mature	1.000

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 3** – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Discounted Premium

**Formula for Discounted Premium (Premium when any discounts apply)**

$$\frac{(1-4 \text{ yr. or mature) claims made discounted premium}}{\text{base premium} \times \text{discount factor(s)}} = (1-4 \text{ yr. or mature) claims made}$$

**The following discounts are to be pro-rated if added mid-term.**

Discount factors

Part-time	0.50
Semi-retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
3 <sup>rd</sup> Year Licensure	0.75
4 <sup>th</sup> Year Licensure	0.85

**Endorsement Premium Development**

$$\frac{\text{Endorsement premium}}{\text{premium}} = (1-4 \text{ yr. or mature) claims made base premium} + \text{endorsement premium}$$

Endorsements added mid-term are to be pro-rated.

**Professional Entity Coverage Premium Developed**

$$\frac{\text{Professional Entity coverage premium}}{\text{Professional Entity factor}} = (1-4 \text{ yr. or mature) claims made base premium} \times$$

Professional Entity factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
Separate limit of liability with MD/DO Exposure	2.20 for the first entity 0.55 for each additional entity

Professional Entities added mid-term are to be pro-rated

**Claims Made Discounted Premium with Endorsements**

Formula: (1-4 yr. or mature) claims made discounted premium + endorsement premium

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**B. FORMULAS FOR OCCURRENCE PREMIUM DEVELOPMENT**

Listed below are the formulas used to determine a chiropractor’s occurrence policy premium.

**STEP 1 – Calculate Base Premium**

**Base Rate**

Base rate is our 100/300 limit of liability. The charges are: Territory 1 - \$2290.00  
Territory 2 - \$2545.00  
Territory 3 - \$2239.00

Territory 1 - Cook, DuPage, Lake, Will, Kendall, Kane and McHenry Counties  
Territory 2 - Monroe, St. Clair, Madison, Clinton, Washington, Randolph and Jersey Counties  
Territory 3 - Remainder of state

**Base Premium Developed**

Base Rate x ILF = Base premium

Base premium is determined by multiplying the base rate by the increased limits factor of the appropriate limit of liability chosen.

**ILFs (Increased limits factors)**

200/600	1.159
250/750	1.215
500/1000	1.408
1000/3000	1.590
2000/4000	1.741

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 2 – Calculate Occurrence Discounted Premium**

**Formula for Discounted Premium (Premium when discounts apply)**

Occurrence Discounted Premium = base premium x discount factor(s)

**The following discounts are to be pro-rated if added mid-term.**

Discounts factors

Part-Time	0.50
Semi-Retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
3 <sup>rd</sup> Year Licensure	0.75
4 <sup>th</sup> Year Licensure	0.85

**Endorsement Premium Development**

Endorsement premium = base premium + endorsement premium

Endorsements added mid-term are to be pro-rated.

**Professional Entity coverage premium developed**

Professional Entity coverage premium = base premium x professional entity coverage factor

Professional Entity Factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
Separate limit of liability with MD/DO Exposure	2.20 for the first entity 0.55 for each additional entity

Professional Entities added mid-term are to be pro-rated.

**Occurrence Discounted Premium with Endorsements**

Formula: Occurrence discounted premium + endorsement premium

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**C. SCHEDULE RATING APPLICABLE TO BOTH CLAIMS MADE AND OCCURRENCE COVERAGES**

NCMIC Insurance Company may utilize the following schedule of debits to modify the premiums for certain insureds reflecting the unique exposure present in these risks. These insureds qualify for schedule rating because of factors not contemplated in the filed rate structure of the company.

The maximum debit to be applied to recognize risk characteristics that are not reflected in an otherwise applicable rate is 25%. Any debits assigned under this plan are subject to annual review. All premium modifications will be noted and documented in the individual insured's file with any premium credit and/or debit having the approval of the Underwriting Department.

NCMIC Insurance Company will modify premiums giving consideration to the following exposure characteristics and rating characteristics of a risk:

	<u>CREDIT</u>	<u>DEBIT</u>
Unusual risk characteristics (Member of multidisciplinary group, multiple professional discipline or board complaints, loss of license)	XXXX	25%
Claim history debit (Based on underwriting review of frequency and severity of the insured's claims history)	XXXX	25%

**Section IV – Extended Reporting Coverages For Claims Made Coverage**

**Basic Reporting Extension**

This allows, under a claims made policy, for the reporting of claims arising from a medical incident which occurs on or after the retroactive date and prior to the end of the policy period. The extended reporting coverage is for sixty (60) days after the expiration of the policy. This coverage is provided at no additional charge. The 60-day Basic Extended Reporting Period does not apply if the insured purchases any subsequent insurance that replaces in whole or in part the coverage provided by this policy.

**Illinois Extended Reporting Endorsement (Tail Coverage) Form 14CM-2005 07/07**

If a claims made policy is canceled or non-renewed for any reason including non-payment of premium whether by the company or at the insured's request, the named insured may elect to have an endorsement issued providing an extended reporting period upon payment of an additional charge as follows:

Tail factors apply to mature claims made expiring annual premium.

Number of Years Since Retro Date	<u>Tail Factor (Factor to apply to mature claims made expiring annual premium)</u>
1	0.654
2	0.975

**Definition of Tail Coverage** – This term has been used to describe the exposure that exists between the retroactive date and expiration date of the policy and the coverage that may be purchased to cover that exposure. On “claims made” forms, tail coverage may be purchased to extend the period for reporting covered claims beyond the policy period.

**Extended Reporting Endorsement (Tail Coverage)**

Tail Coverage Rules:

1. Purchase of tail coverage must be within sixty (60) days after the cancellation or expiration of the insured’s NCMIC claims made policy.

Example:

Policy expires 6-1-05. The extended reporting endorsement (tail coverage) must be purchased by 7-30-05.

2. The extended reporting endorsement (tail coverage) will never be written to be effective before the insured’s most recent NCMIC claims made policy retroactive date.

Example:

The insured’s claims made policy retroactive date is 7-1-05 and expiration date is 10-1-05. The extended reporting endorsement (tail coverage) charged at the first year tail coverage rate would be written to cover the time period from 7-1-05 to 10-1-05.

3. The extended reporting endorsement (tail coverage) will be pro-rated for partial years.

Example:

An insured has a malpractice insurance policy with us issued with a \$1,000,000/\$3,000,000 limit of liability. The insured has a retroactive date of 1-1-04 and the insurance policy is canceled with us on 3-28-05. The charge for the insured’s tail coverage premium has been computed below.

- a. You first must determine how many days between the retroactive date and the cancellation effective date.
- b. Determine the MATURE claims made base premium for the policy limits the chiropractor is requesting to purchase.

The calculation is as follows:

Base rate \$1,788 x (Increased limits factor) 1.75 = mature claims made base premium \$3,129.00.

- c. Determine how many years, or days, the retroactive date is from the policy termination (cancellation or expiration) date.

Retroactive date 1-1-04 to full year policy renewal date of 1-1-05.

1 or 2 or 3 or 4+ years

Mature claims made base premium		\$3,129
Tail factor for 1 year	x	0.654
Extended Reporting Period Premium 1 yr.	=	\$2,046.00

d. Count the remaining number of days left until the policy termination date.

1-1-05 to 3-28-05 is 87 days.

e. Pro-rate the remaining number of days to the policy cancellation date.

Partial year rates will be interpolated using the actual number of days covered on a claims made basis.

The calculation requires first determining the premium for two full year of tail coverage.

Mature claims made base premium		\$3,129
Tail factor for 2 years	x	0.975
Extended Reporting Period Premium 2 yrs.	=	\$3,051.00

Calculation:

Extended Reporting Period Premium 2 yrs. (\$3,051.00) – Extended Reporting Period Premium 1 yr. (\$2,046.00) = \$1,005.00

Number of days	87
Number of days in year	365

f. Calculate:  $(87 / 365) \times \$1005.00 = \$240.00$

Extended Reporting Period Premium 1 yr. \$2,046.00 + \$240.00 = \$2,286.00

4. Tail coverage is priced as a factor of the mature claims made expiring annual premium.
5. Tail coverage is provided at no additional charge if a doctor dies and will be provided to the insured's estate upon notification of the insured's death. Tail coverage is provided at no additional charge if a doctor becomes permanently disabled and can no longer practice as a chiropractor. Tail coverage is provided at no additional charge if a doctor retires from practice after five (5) years of continuous coverage under the NCMIC claims made policy and is at least 55 years old. The endorsement will date back to the current claims made policy retroactive date.

6. After ten (10) years of continuous coverage under the claims made policy, if the policy terminates for any reason, including non-payment of premium, the tail coverage will be provided at no additional charge.

### **Section V – Discounts**

**(Available for both claims made and occurrence policies)**

#### **New Practitioner Discounts Available:**

License Date: NCMIC uses the license date as the reference date to be eligible for discounts. The license date is defined as the first date the chiropractor is eligible to practice chiropractic. We only use one date as the license date to reference discounts. The license date used to reference discounts is the first time a chiropractor ever becomes licensed to practice.

#### **1. First Year Licensure Discount**

Chiropractors who become licensed and are eligible to practice chiropractic for the first time shall be given a first year licensure discount of 75% of the filed and approved base premium. The insured's first licensure date must fall within 18 months of the insured's graduation date.

#### **2. Second Year Licensure Discount**

Chiropractors in their second year of practice after becoming licensed for the first time shall be given a second year licensure discount of 40% of the filed and approved base premium. The insured's first licensure date must fall within 30 months of the insured's graduation date.

#### **3. Third Year Licensure Discount**

Chiropractors in their third year of practice after becoming licensed for the first time shall be given a third year licensure discount of 25% of the filed and approved base premium. The insured's first licensure date must fall within 42 months of the insured's graduation date.

#### **4. Fourth Year Licensure Discount**

Chiropractors in their fourth year of practice after becoming licensed for the first time shall be given a fourth year licensure discount of 15% of the filed and approved base premium. The insured's first licensure date must fall within 54 months of the insured's graduation date.

#### **Additional Discounts Available**

##### **1. Part -Time Discount**

A chiropractor practicing 20 hours or less per week is eligible for a 50% discount of the approved base premium. The chiropractor must complete an application for part-time discount.

##### **2. Semi – Retired Discount**

A chiropractor must be 55 years of age practicing 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

### 3. Faculty Discount

A chiropractor must work 20 hours or more at a chiropractic college and practice 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

### 4. Disabled Discount

A chiropractor must submit a physician's statement and practice 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

### 5. Claims Free Discount

We offer a 3% - 20% discount to chiropractors for their excellent claims free experience. The whole policy (all risks, corporations included) must be claims free to get the discount. The definition of claims free is \$0 dollars indemnity and \$15,000 or less LAE payments cumulative for the time period under review. The claims free discount will only be applied to the doctor's base premium.

The number of years insured with NCMIC without a claim will determine the discount. Please see below.

<u>Number of years insured with NCMIC without a claim</u>	<u>Percentage discount</u>
Three full years with NCMIC claims free	3%
Four full years with NCMIC claims free	4%
Five full years with NCMIC claims free	5%
Six full years with NCMIC claims free	6%
Seven full years with NCMIC claims free	7%
Eight full years with NCMIC claims free	8%
Nine full years with NCMIC claims free	9%
Ten full years with NCMIC claims free	10%
Eleven full years with NCMIC claims free	11%
Twelve full years with NCMIC claims free	12%
Thirteen full years with NCMIC claims free	13%
Fourteen full years with NCMIC claims free	14%
Fifteen full years with NCMIC claims free	15%
Sixteen full years with NCMIC claims free	16%
Seventeen full years with NCMIC claims free	17%
Eighteen full years with NCMIC claims free	18%
Nineteen full years with NCMIC claims free	19%
Twenty or more full years with NCMIC claims free	20%

\*Up to five (5) years of continuous claims free experience with another carrier will qualify for the NCMIC claims free discount.

## 6. Risk Management Discount

We offer risk management discounts for insureds that complete NCMIC Board certified programs. The risk management discount will only be applied to the doctor's base premium. The maximum total risk management discount available per policy period is 15%. The discount will only be applied on the insured's renewal premium.

### Maximum Discounts Available

The maximum risk management and claims free discounts that can be obtained are 35%. However, the maximum risk management and claims free discounts available for any insured who is also receiving a premium discount will be the actual risk management and claims free discounts (up to 35%) multiplied by percentage of discounted premium paid by the policyholder.

Example: Assume the full-time base rate is \$1,500 and a doctor is receiving a faculty discount of 50%. Also assume the doctor is eligible for a 20% claims free discount and a 15% risk management discount. In this example, the maximum risk management and claims free discount this doctor is entitled to is 17.5%. Premium to be paid is calculated as follows:

$\$1,500 \times .50 =$	\$750 (faculty base premium)
$(20\% + 15\%) \times .50 =$	17.5% (total discounts allowed)
$\$750 \times 17.5\% =$	131.25 (discount amount)
$\$750 - 131.25 =$	\$618.75 (premium to be paid)

### Section VI – Coverage Options

(Available for both claims made and occurrence policy)

#### MUA Endorsement (Form 06-2007 05/06)

This endorsement provides coverage for manipulation or treatment, including adjustment, while a person is under anesthesia or sedation. The chiropractor must complete an application for manipulation under anesthesia. If the application is approved, an endorsement is added to the insured's policy. There is no charge for this coverage.

#### Illinois Professional Entity with MD/DO Exposure - Shared Limits of Liability Endorsement (Form 14CM-2006 04/07) and Professional Entity with MD/DO Exposure - Shared Limits of Liability Endorsement (Form 06-2002 05/06)

This endorsement provides a shared limit of liability for the insured chiropractor's professional entity. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

The charge is 55% of the undiscounted base premium for corporation coverage with shared limits.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity - Separate Limits of Liability Endorsement (Form 14CM-2007 04/07) and Professional Entity - Separate Limits of Liability Endorsement (Form 06-2004 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's or entities' liability for the providing of professional services within the scope and course of employment by a person included within the definition of "Person Insured" under the attached policy.

The charge is 20% of the undiscounted base premium for the first entity and 5% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 14CM-2008 04/07) and Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 06-2006 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

The charge is 220% of the undiscounted base premium for the first entity and 55% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Specialty, Procedure, Technique Exclusion Endorsement (Form 06-2012 05/06)**

1. Excludes those procedures, techniques or specialties where a licensed health care provider has had their license revoked, suspended or surrendered or privileges restricted as a result of the performance of these procedures, techniques or specialties.
2. Excludes procedures, techniques or specialties that are experimental.
3. Excludes procedures, techniques or specialties where a health care provider is a high risk and has had poor loss experience.

**Additional Insured Endorsement (Form 06-2010 05/06)**

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy.

**Acupuncture Endorsement (Form 06-2008 05/06)**

This endorsement will add acupuncture to the list of professional services covered by the policy. Acupuncture coverage is only available in states where the scope of practice for chiropractors includes acupuncture services. An insured must apply for and be approved by underwriting prior to this endorsement becoming effective. There is no charge for this endorsement.

**Amendatory Endorsement (Form 06-2009 05/06)**

This endorsement may be utilized as a manuscript form to broaden, restrict or clarify coverage issues. The endorsement may also be utilized to clarify adjustments in rating.

**Supplemental Legal Defense Endorsement (Form 06-2015 07/08 and Form 06-2016 07/08)**

This endorsement provides for defense costs incurred by the insured in certain covered proceedings. There is coverage under this endorsement only when a covered proceeding arises on or after the retroactive date and the covered proceeding is initially instituted against the insured before the end of the policy period stated on the Declarations of this policy. We will pay up to \$25,000 for defense costs incurred by the insured. Covered proceedings are limited to the following; State Disciplinary Proceedings, Federal Professional Review Organization Sanctions, Wrongful Billing and Related Proceedings, HIPAA and Privacy Related Proceedings and Civil Sexual Misconduct Allegations. There is no charge for this endorsement and it is subject to underwriting approval.

**Temporary Leave of Absence Endorsement (Form 06-2017 07/07 and Form 06-2018 07/07)**

This endorsement allows an insured to suspend their policy for a minimum of 60 days and up to a maximum of 180 days. The insured may suspend their coverage for the following reasons; short term disability, maternity leave and any other reason pre-approved by NCMIC Insurance Company. This endorsement excludes from coverage any claim that results from an injury that occurred during the period of the leave of absence. This endorsement will provide a 90% discount for the period of the leave of absence. Suspension of coverage does not apply to any professional entities insured under the policy.

**Illinois Active Military Duty Endorsement (Form 14CM-2009 07/07 and Form 14-2009 07/07)**

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or

omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military leave. Suspension of coverage does not apply to any professional entities insured under the policy.

**Employment Exclusion Endorsement (Form 06-2021 05/06 and Form 06-2022 05/06)**

This endorsement excludes coverage for the supplying of or failure to supply professional services resulting from the insured's place of employment listed on the endorsement.

**Dual License – Acupuncture – Oriental Medicine Endorsement (Form 06-2024 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice Acupuncture – Oriental medicine while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. The charge for this endorsement is 5% of the base premium.

**Dual License – Physical Therapy Endorsement (Form 06-2025 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice physical therapy while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. There is no charge for this endorsement.

**Delegation of Certain Policy Rights Endorsement (Form 06-2026 04/07)**

This optional endorsement allows an insured to delegate certain policy rights to his or her employer.

**Dual License – Massage Therapy Endorsement (Form 06-2027 06/07)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice massage therapy while acting within the scope of their license(s) and/or certification(s). Additional application information will be required for approval. There is no charge for this endorsement.

**Chiropractic Treatment of Animals Endorsement (Form 06-2029 07/08)**

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

**Section VII Coverage Options**  
**(Available for Occurrence Policy Only)**

**Prior Acts Professional Liability Endorsement (Form 06-2013 05/06)**

This endorsement provides coverage for chiropractors who change from a claims made policy to an occurrence policy and who do not purchase tail coverage. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date referenced in the endorsement will be covered. The factors listed below will be applied to the undiscounted occurrence premium at the applicable limit of liability in the state in which the claims made policy was issued.

Number of Years Since Retroactive Date	Prior Acts Factor
1	62.8%
2	93.6%
3	102%
4	103.9%

**Extern Endorsement (Form 06-2011 05/06)**

This endorsement provides coverage for chiropractic college students who have graduated from chiropractic college, but who have not yet received a license to practice, i.e. externs. The extern must be under the direct supervision of a licensed chiropractor and must be acting within the scope of the applicable laws governing externs. The only limit of liability available for this endorsement is \$100,000/\$300,000. Coverage under this endorsement will terminate when the extern becomes licensed, the program terminates or one year from its effective date, whichever comes first. The charge for this endorsement will be 10% of the 100,000/300,000 occurrence premium in the state that the Extern Endorsement is issued in.

## Side-by-Side Rating Manual Comparison

Attached please find a comparison of NCMIC Insurance Company's currently approved chiropractic malpractice rating manual and its revised rating manual. All information that has been deleted from the currently approved manual has a ~~red line through it~~ and all new information that has been added to the new proposed manual is underlined in blue.

To see where the changes are, please scroll down.

**Illinois Claims Made and Occurrence Chiropractic Professional Liability Manual**

**For**

**NCMIC Insurance Company**

**Illinois Claims Made and Occurrence Chiropractic Professional Liability Manual**

**For**

**NCMIC Insurance Company**

## **Section I – General Information Applying to Both Claims Made and Occurrence Policies**

### **Policies**

NCMIC markets two types of policies identified below:

1. Claims Made (Form CM2006 05/06)
2. Occurrence (Form MP2006 05/06)

### **Insureds**

NCMIC has two types of insureds. The two types of insureds are listed below:

1. Individual chiropractor (DC)
2. Professional Entities

### **Policy Period**

The policy period shall be for a one-year term.

### **Minimum Premium**

NCMIC does not have a minimum premium requirement.

### **Waiver of Additional Premiums**

Additional premiums, up to \$10.00, for endorsements effective subsequent to the inception date of the policy will be waived.

### **Whole Dollar Premium Rounding Rule**

All premiums are rounded to the nearest whole dollar.

### **Territorial Definitions**

The location of the practice determines the territory. If more than one location of practice exists, rate in the territory where doctor has at least 51% of his/her practice. If the doctor does not have 51% of his/her practice in a single territory, then rate in the territory in which the doctor has the greatest percentage of his practice. If multiple territories have equal percentage of practice, then rate in the higher rated territory.

### **Premium Payment Options**

Annual payment option – Full premium payment required.

Semi-Annual payment option – 50% of premium payment required along with \$5.00 installment fee.

## **Section I – General Information Applying to Both Claims Made and Occurrence Policies**

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NCMIC markets two types of policies identified below:

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### **Premium Payment Options**

Annual payment option – Full premium payment required.

Semi-Annual payment option – 50% of premium payment required along with \$5.00 installment fee.

Quarterly payment option – 25% of premium payment required along with \$5.00 installment fee with the remaining payments of 25% each due at 3, 6 and 9 months after policy inception. This option is only available for premiums equal to or greater than \$500.00.

Monthly payment option through premium finance – 15% of premium payment required for down payment, only available for premiums equal to or greater than \$750.00.

There is no interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy period shall be computed pro rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

### **Renewals**

A policy may be continued for successive terms upon payment of the required premium to the company on or before the inception date of each successive term. The continuation premium shall be based upon the premium in effect on renewal date. The applicable forms and endorsements must be made a part of the policy. Additional premiums for policy changes occurring during the current policy period shall be computed pro rata of the annual premium.

### **Cancellation**

A policy may be canceled by the insured by mailing to the Company written notice stating when such cancellation shall be effective. This policy will remain in full force and effect until its regular anniversary unless the policy is canceled sooner by the Company or the insured.

### **Premium Refund**

If a policy cancels for any reason during the policy term, the insured will receive a pro-rata refund.

If an insured switches from our occurrence policy to our claims made policy, any refund will be computed pro-rata.

## **Section II – Underwriting Criteria**

The following underwriting criteria are to be considered in the underwriting review and acceptance of our insureds:

1. Fully and permanently licensed in the state(s) of practice.
2. Criminal record.
3. Prior claims history:
  - a. Severity of claim
  - b. Indemnity paid

Quarterly payment option – 25% of premium payment required along with \$5.00 installment fee with the remaining payments of 25% each due at 3, 6 and 9 months after policy inception. This option is only available for premiums equal to or greater than \$500.00.

Monthly payment option through premium finance – 15% of premium payment required for down payment, only available for premiums equal to or greater than \$750.00.

There is no interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy period shall be computed pro rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

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  - a. Severity of claim
  - b. Indemnity paid

- c. Date of claim
- d. Frequency of Claim
- 4. Any possible current claims and/or incidents
- 5. Declined, canceled or refused renewal for coverage
- 6. Revocation, suspension or probation of license
- 7. Other Modalities

**Section III – Premium Development**

**A. FORMULAS FOR CLAIMS MADE PREMIUM DEVELOPMENT**

Listed below are the formulas used to determine a chiropractor’s claims made policy premium.

**STEP 1 – Calculate Base Premium**

**Base Rate**

Base rate is our 100/300 limit of liability. The charges are: Territory 1- \$2232.00  
 Territory 2- \$2443.00  
 Territory 3- \$2150.00

Territory 1 - Cook, DuPage, Lake, Will, Kendall, Kane and McHenry Counties  
 Territory 2 - Monroe, St. Clair, Madison, Clinton, Washington, Randolph and Jersey Counties  
 Territory 3 - Remainder of state

**Base Premium Developed**

Base Rate x ILF = Base Premium

Base premium is determined by multiplying the base rate by the increased limits factor of the appropriate limit of liability chosen.

**ILFs (Increased Limits Factors)**

200/600	1.159
250/750	1.215
500/1000	1.408
1000/3000	1.590
2000/4000	1.741

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

- c. Date of claim
  - d. Frequency of Claim
4. Any possible current claims and/or incidents
  5. Declined, canceled or refused renewal for coverage
  6. Revocation, suspension or probation of license
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1000/3000	1.590
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Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 2 – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Base Premium**

Base premium x (1-4 yr. or mature) retro factor = (1-4 yr. or mature) claims made base premium

**Claims Made Premium Developed**

The (1-4 yr. or mature) claims made premiums are then calculated by multiplying the base premium by the appropriate years (1-4 yr. or mature) retro factor. The retroactive date is the date of reference used to determine which retro factor is to apply. The following rules will apply:

**Definition Retroactive Date** – Date on a claims made liability policy which triggers the beginning period of insurance coverage. If the chiropractor is purchasing insurance for the first time, the retroactive date will be the effective date. Any claim made during the policy period will not be covered if the injury occurred before the retroactive date.

**Eligibility for 1<sup>st</sup> year claims made rate** – When a policy is written where the retroactive date and effective date are the same, we will multiply the first year claims made retro factor by the base premium.

**Eligibility for 2<sup>nd</sup> year claims made rate** – When a policy is written during the first calendar year after the retroactive date we will multiply the second year claims made retro factor by the base premium.

**Eligibility for 3<sup>rd</sup> year claims made rate** – When a policy is written during the second calendar year after the retroactive date, we will multiply the third year claims made retro factor by the base premium.

**Eligibility for 4<sup>th</sup> year claims made rate** – When a policy is written during the third calendar year after the retroactive date, we will multiply the fourth year claims made retro factor by the base premium.

**Eligibility for Mature claims made rate** – When a policy is written during the fourth calendar year after the retroactive date or anytime thereafter, we will use the mature claims made rate. The retro factor is 1.00.

**Claims Made Rate Retro Factors**

<u>Maturity</u>	<u>Retro Factors</u>
1	0.350
2	0.655
3	0.900
4	0.975
Mature	1.000

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 3 – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Discounted Premium**

**STEP 2 – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Base Premium**

Base premium x (1-4 yr. or mature) retro factor = (1-4 yr. or mature) claims made base premium

**Claims Made Premium Developed**

The (1-4 yr. or mature) claims made premiums are then calculated by multiplying the base premium by the appropriate years (1-4 yr. or mature) retro factor. The retroactive date is the date of reference used to determine which retro factor is to apply. The following rules will apply:

**Definition Retroactive Date** – Date on a claims made liability policy which triggers the beginning period of insurance coverage. If the chiropractor is purchasing insurance for the first time, the retroactive date will be the effective date. Any claim made during the policy period will not be covered if the injury occurred before the retroactive date.

**Eligibility for 1<sup>st</sup> year claims made rate** – When a policy is written where the retroactive date and effective date are the same, we will multiply the first year claims made retro factor by the base premium.

**Eligibility for 2<sup>nd</sup> year claims made rate** – When a policy is written during the first calendar year after the retroactive date we will multiply the second year claims made retro factor by the base premium.

**Eligibility for 3<sup>rd</sup> year claims made rate** – When a policy is written during the second calendar year after the retroactive date, we will multiply the third year claims made retro factor by the base premium.

**Eligibility for 4<sup>th</sup> year claims made rate** – When a policy is written during the third calendar year after the retroactive date, we will multiply the fourth year claims made retro factor by the base premium.

**Eligibility for Mature claims made rate** – When a policy is written during the fourth calendar year after the retroactive date or anytime thereafter, we will use the mature claims made rate. The retro factor is 1.00.

**Claims Made Rate Retro Factors**

<u>Maturity</u>	<u>Retro Factors</u>
1	0.350
2	0.655
3	0.900
4	0.975
Mature	1.000

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 3 – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Discounted Premium**

**Formula for Discounted Premium (Premium when any discounts apply)**

(1-4 yr. or mature) claims made discounted premium = (1-4 yr. or mature) claims made base premium x discount factor(s)

**The following discounts are to be pro-rated if added mid-term.**

Discount factors

Part-time	0.50
Semi-retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
3 <sup>rd</sup> Year Licensure	0.75
4 <sup>th</sup> Year Licensure	0.85

**Endorsement Premium Development**

Endorsement premium = (1-4 yr. or mature) claims made base premium + endorsement premium

Endorsements added mid-term are to be pro-rated.

**Professional Entity Coverage Premium Developed**

Professional Entity coverage premium = (1-4 yr. or mature) claims made base premium x Professional Entity factor

Professional Entity factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
Separate limit of liability with MD/DO Exposure	2.20 for the first entity 0.55 for each additional entity

Professional Entities added mid-term are to be pro-rated

**Formula for Discounted Premium (Premium when any discounts apply)**

(1-4 yr. or mature) claims made discounted premium = (1-4 yr. or mature) claims made base premium x discount factor(s)

**The following discounts are to be pro-rated if added mid-term.**

Discount factors

Part-time	0.50
Semi-retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
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Endorsement premium = (1-4 yr. or mature) claims made base premium + endorsement premium

Endorsements added mid-term are to be pro-rated.

**Professional Entity Coverage Premium Developed**

Professional Entity coverage premium = (1-4 yr. or mature) claims made base premium x Professional Entity factor

Professional Entity factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
Separate limit of liability with MD/DO Exposure	2.20 for the first entity 0.55 for each additional entity

Professional Entities added mid-term are to be pro-rated

**Claims Made Discounted Premium with Endorsements**

Formula: (1-4 yr. or mature) claims made discounted premium + endorsement premium

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**B. FORMULAS FOR OCCURRENCE PREMIUM DEVELOPMENT**

Listed below are the formulas used to determine a chiropractor's occurrence policy premium.

**STEP 1 – Calculate Base Premium**

**Base Rate**

Base rate is our 100/300 limit of liability. The charges are: Territory 1 - \$2290.00  
 Territory 2 - \$2545.00  
 Territory 3 - \$2239.00

Territory 1 - Cook, DuPage, Lake, Will, Kendall, Kane and McHenry Counties  
 Territory 2 - Monroe, St. Clair, Madison, Clinton, Washington, Randolph and Jersey Counties  
 Territory 3 - Remainder of state

**Base Premium Developed**

Base Rate x ILF = Base premium

Base premium is determined by multiplying the base rate by the increased limits factor of the appropriate limit of liability chosen.

**ILFs (Increased limits factors)**

200/600	1.159
250/750	1.215
500/1000	1.408
1000/3000	1.590
2000/4000	1.741

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 2 – Calculate Occurrence Discounted Premium**

**Formula for Discounted Premium (Premium when discounts apply)**

Occurrence Discounted Premium = base premium x discount factor(s)

**The following discounts are to be pro-rated if added mid-term.**

**Claims Made Discounted Premium with Endorsements**

Formula: (1-4 yr. or mature) claims made discounted premium + endorsement premium

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

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2000/4000	1.741

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 2 – Calculate Occurrence Discounted Premium**

**Formula for Discounted Premium (Premium when discounts apply)**

Occurrence Discounted Premium = base premium x discount factor(s)

**The following discounts are to be pro-rated if added mid-term.**

Discounts factors

Part-Time	0.50
Semi-Retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
3 <sup>rd</sup> Year Licensure	0.75
4 <sup>th</sup> Year Licensure	0.85

**Endorsement Premium Development**

Endorsement premium = base premium + endorsement premium

Endorsements added mid-term are to be pro-rated.

**Professional Entity coverage premium developed**

Professional Entity coverage premium = base premium x professional entity coverage factor

Professional Entity Factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
Separate limit of liability with MD/DO Exposure	2.20 for the first entity 0.55 for each additional entity

Professional Entities added mid-term are to be pro-rated.

**Occurrence Discounted Premium with Endorsements**

Formula: Occurrence discounted premium + endorsement premium

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**C. SCHEDULE RATING APPLICABLE TO BOTH CLAIMS MADE AND OCCURRENCE COVERAGES**

Discounts factors

Part-Time	0.50
Semi-Retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
3 <sup>rd</sup> Year Licensure	0.75
4 <sup>th</sup> Year Licensure	0.85

**Endorsement Premium Development**

Endorsement premium = base premium + endorsement premium

Endorsements added mid-term are to be pro-rated.

**Professional Entity coverage premium developed**

Professional Entity coverage premium = base premium x professional entity coverage factor

Professional Entity Factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
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Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**C. SCHEDULE RATING APPLICABLE TO BOTH CLAIMS MADE AND OCCURRENCE COVERAGES**

NCMIC Insurance Company may utilize the following schedule of debits to modify the premiums for certain insureds reflecting the unique exposure present in these risks. These insureds qualify for schedule rating because of factors not contemplated in the filed rate structure of the company.

The maximum debit to be applied to recognize risk characteristics that are not reflected in an otherwise applicable rate is 40%. Any debits assigned under this plan are subject to annual review. All premium modifications will be noted and documented in the individual insured's file with any premium credit and/or debit having the approval of the Underwriting Department.

NCMIC Insurance Company will modify premiums giving consideration to the following exposure characteristics and rating characteristics of a risk:

	<u>CREDIT</u>	<u>DEBIT</u>
Unusual risk characteristics (Member of multidisciplinary group, multiple professional discipline or board complaints, loss of license)	XXXX	40%
Claim history debit (Based on underwriting review of frequency and severity of the insured's claims history)	XXXX	40%

**Section IV – Extended Reporting Coverages For Claims Made Coverage**

**Basic Reporting Extension**

This allows, under a claims made policy, for the reporting of claims arising from a medical incident which occurs on or after the retroactive date and prior to the end of the policy period. The extended reporting coverage is for sixty (60) days after the expiration of the policy. This coverage is provided at no additional charge. The 60-day Basic Extended Reporting Period does not apply if the insured purchases any subsequent insurance that replaces in whole or in part the coverage provided by this policy.

**Illinois Extended Reporting Endorsement (Tail Coverage) Form 14CM-2005 07/07**

If a claims made policy is canceled or non-renewed for any reason including non-payment of premium whether by the company or at the insured's request, the named insured may elect to have an endorsement issued providing an extended reporting period upon payment of an additional charge as follows:

Tail factors apply to mature claims made expiring annual premium.

Number of Years Since Retro Date	Tail Factor (Factor to apply to <u>mature claims made expiring annual premium</u> )
1	0.654
2	0.975

NCMIC Insurance Company may utilize the following schedule of debits to modify the premiums for certain insureds reflecting the unique exposure present in these risks. These insureds qualify for schedule rating because of factors not contemplated in the filed rate structure of the company.

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Number of Years Since Retro Date	<u>Tail Factor (Factor to apply to mature claims made expiring annual premium)</u>
1	0.654
2	0.975

3	1.062
4	1.082

**Definition of Tail Coverage** – This term has been used to describe the exposure that exists between the retroactive date and expiration date of the policy and the coverage that may be purchased to cover that exposure. On “claims made” forms, tail coverage may be purchased to extend the period for reporting covered claims beyond the policy period.

**Extended Reporting Endorsement (Tail Coverage)**

Tail Coverage Rules:

1. Purchase of tail coverage must be within sixty (60) days after the cancellation or expiration of the insured’s NCMIC claims made policy.

Example:

Policy expires 6-1-05. The extended reporting endorsement (tail coverage) must be purchased by 7-30-05.

2. The extended reporting endorsement (tail coverage) will never be written to be effective before the insured’s most recent NCMIC claims made policy retroactive date.

Example:

The insured’s claims made policy retroactive date is 7-1-05 and expiration date is 10-1-05. The extended reporting endorsement (tail coverage) charged at the first year tail coverage rate would be written to cover the time period from 7-1-05 to 10-1-05.

3. The extended reporting endorsement (tail coverage) will be pro-rated for partial years.

Example:

An insured has a malpractice insurance policy with us issued with a \$1,000,000/\$3,000,000 limit of liability. The insured has a retroactive date of 1-1-04 and the insurance policy is canceled with us on 3-28-05. The charge for the insured’s tail coverage premium has been computed below.

- a. You first must determine how many days between the retroactive date and the cancellation effective date.
- b. Determine the MATURE claims made base premium for the policy limits the chiropractor is requesting to purchase.

The calculation is as follows:

Base rate \$1,788 x (Increased limits factor) 1.75 = mature claims made base premium \$3,129.00.

- c. Determine how many years, or days, the retroactive date is from the policy termination (cancellation or expiration) date.

Retroactive date 1-1-04 to full year policy renewal date of 1-1-05.

3  
41.062  
1.082

**Definition of Tail Coverage** – This term has been used to describe the exposure that exists between the retroactive date and expiration date of the policy and the coverage that may be purchased to cover that exposure. On “claims made” forms, tail coverage may be purchased to extend the period for reporting covered claims beyond the policy period.

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The calculation is as follows:

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- c. Determine how many years, or days, the retroactive date is from the policy termination (cancellation or expiration) date.

Retroactive date 1-1-04 to full year policy renewal date of 1-1-05.

1 or 2 or 3 or 4+ years

Mature claims made base premium		\$3,129
Tail factor for 1 year	x	0.654
Extended Reporting Period Premium 1 yr.	=	\$2,046.00

d. Count the remaining number of days left until the policy termination date.

1-1-05 to 3-28-05 is 87 days.

e. Pro-rate the remaining number of days to the policy cancellation date.

Partial year rates will be interpolated using the actual number of days covered on a claims made basis.

The calculation requires first determining the premium for two full year of tail coverage.

Mature claims made base premium		\$3,129
Tail factor for 2 years	x	0.975
Extended Reporting Period Premium 2 yrs.	=	\$3,051.00

Calculation:

Extended Reporting Period Premium 2 yrs. (\$3,051.00) – Extended Reporting Period Premium 1 yr. (\$2,046.00) = \$1,005.00

Number of days	87
Number of days in year	365

f. Calculate:  $(87 / 365) \times \$1005.00 = \$240.00$

Extended Reporting Period Premium 1 yr. \$2,046.00 + \$240.00 = \$2,286.00

- Tail coverage is priced at the rules and rates in effect at policy termination.
- Tail coverage is provided at no additional charge if a doctor dies and will be provided to the insured's estate upon notification of the insured's death. Tail coverage is provided at no additional charge if a doctor becomes permanently disabled and can no longer practice as a chiropractor. Tail coverage is provided at no additional charge if a doctor retires from practice after five (5) years of continuous coverage under the NCMIC claims made policy and is at least 55 years old. The endorsement will date back to the current claims made policy retroactive date.

1 or 2 or 3 or 4+ years

Mature claims made base premium		\$3,129
Tail factor for 1 year	x	0.654
Extended Reporting Period Premium 1 yr.	=	\$2,046.00

d. Count the remaining number of days left until the policy termination date.

1-1-05 to 3-28-05 is 87 days.

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Partial year rates will be interpolated using the actual number of days covered on a claims made basis.

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Mature claims made base premium		\$3,129
Tail factor for 2 years	x	0.975
Extended Reporting Period Premium 2 yrs.	=	\$3,051.00

Calculation:

Extended Reporting Period Premium 2 yrs. (\$3,051.00) – Extended Reporting Period Premium 1 yr. (\$2,046.00) = \$1,005.00

Number of days	87
Number of days in year	365

f. Calculate:  $(87 / 365) \times \$1005.00 = \$240.00$

Extended Reporting Period Premium 1 yr. \$2,046.00 + \$240.00 = \$2,286.00

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6. After ten (10) years of continuous coverage under the claims made policy, if the policy terminates for any reason, including non-payment of premium, the tail coverage will be provided at no additional charge.

### **Section V – Discounts**

**(Available for both claims made and occurrence policies)**

#### **New Practitioner Discounts Available:**

License Date: NCMIC uses the license date as the reference date to be eligible for discounts. The license date is defined as the first date the chiropractor is eligible to practice chiropractic. We only use one date as the license date to reference discounts. The license date used to reference discounts is the first time a chiropractor ever becomes licensed to practice.

##### **1. First Year Licensure Discount**

Chiropractors who become licensed and are eligible to practice chiropractic for the first time shall be given a first year licensure discount of 75% of the filed and approved base premium. The insured's first licensure date must fall within 18 months of the insured's graduation date.

##### **2. Second Year Licensure Discount**

Chiropractors in their second year of practice after becoming licensed for the first time shall be given a second year licensure discount of 40% of the filed and approved base premium. The insured's first licensure date must fall within 30 months of the insured's graduation date.

##### **3. Third Year Licensure Discount**

Chiropractors in their third year of practice after becoming licensed for the first time shall be given a third year licensure discount of 25% of the filed and approved base premium. The insured's first licensure date must fall within 42 months of the insured's graduation date.

##### **4. Fourth Year Licensure Discount**

Chiropractors in their fourth year of practice after becoming licensed for the first time shall be given a fourth year licensure discount of 15% of the filed and approved base premium. The insured's first licensure date must fall within 54 months of the insured's graduation date.

#### **Additional Discounts Available**

##### **1. Part -Time Discount**

A chiropractor practicing 20 hours or less per week is eligible for a 50% discount of the approved base premium. The chiropractor must complete an application for part-time discount.

##### **2. Semi – Retired Discount**

6. After ten (10) years of continuous coverage under the claims made policy, if the policy terminates for any reason, including non-payment of premium, the tail coverage will be provided at no additional charge.

### **Section V – Discounts**

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Chiropractors in their second year of practice after becoming licensed for the first time shall be given a second year licensure discount of 40% of the filed and approved base premium. The insured's first licensure date must fall within 30 months of the insured's graduation date.

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Chiropractors in their third year of practice after becoming licensed for the first time shall be given a third year licensure discount of 25% of the filed and approved base premium. The insured's first licensure date must fall within 42 months of the insured's graduation date.

#### **4. Fourth Year Licensure Discount**

Chiropractors in their fourth year of practice after becoming licensed for the first time shall be given a fourth year licensure discount of 15% of the filed and approved base premium. The insured's first licensure date must fall within 54 months of the insured's graduation date.

#### **Additional Discounts Available**

##### **1. Part -Time Discount**

A chiropractor practicing 20 hours or less per week is eligible for a 50% discount of the approved base premium. The chiropractor must complete an application for part-time discount.

##### **2. Semi – Retired Discount**

A chiropractor must be 55 years of age practicing 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

**3. Faculty Discount**

A chiropractor must work 20 hours or more at a chiropractic college and practice 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

**4. Disabled Discount**

A chiropractor must submit a physician’s statement and practice 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

**5. Claims Free Discount**

We offer a 3% - 20% discount to chiropractors for their excellent claims free experience. The whole policy (all risks, corporations included) must be claims free to get the discount. The definition of claims free is \$0 dollars indemnity and \$15,000 or less LAE payments cumulative for the time period under review. The claims free discount will only be applied to the doctor’s base premium.

The number of years insured with NCMIC without a claim will determine the discount. Please see below.

<u>Number of years insured with NCMIC without a claim</u>	<u>Percentage discount</u>
Three full years with NCMIC claims free	3%
Four full years with NCMIC claims free	4%
Five full years with NCMIC claims free	5%
Six full years with NCMIC claims free	6%
Seven full years with NCMIC claims free	7%
Eight full years with NCMIC claims free	8%
Nine full years with NCMIC claims free	9%
Ten full years with NCMIC claims free	10%
Eleven full years with NCMIC claims free	11%
Twelve full years with NCMIC claims free	12%
Thirteen full years with NCMIC claims free	13%
Fourteen full years with NCMIC claims free	14%
Fifteen full years with NCMIC claims free	15%
Sixteen full years with NCMIC claims free	16%
Seventeen full years with NCMIC claims free	17%
Eighteen full years with NCMIC claims free	18%
Nineteen full years with NCMIC claims free	19%
Twenty or more full years with NCMIC claims free	20%

\*Up to five (5) years of continuous claims free experience with another carrier will qualify for the NCMIC claims free discount.

A chiropractor must be 55 years of age practicing 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

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A chiropractor must work 20 hours or more at a chiropractic college and practice 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

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Eight full years with NCMIC claims free	8%
Nine full years with NCMIC claims free	9%
Ten full years with NCMIC claims free	10%
Eleven full years with NCMIC claims free	11%
Twelve full years with NCMIC claims free	12%
Thirteen full years with NCMIC claims free	13%
Fourteen full years with NCMIC claims free	14%
Fifteen full years with NCMIC claims free	15%
Sixteen full years with NCMIC claims free	16%
Seventeen full years with NCMIC claims free	17%
Eighteen full years with NCMIC claims free	18%
Nineteen full years with NCMIC claims free	19%
Twenty or more full years with NCMIC claims free	20%

\*Up to five (5) years of continuous claims free experience with another carrier will qualify for the NCMIC claims free discount.

## 6. Risk Management Discount

We offer risk management discounts for insureds that complete NCMIC Board certified programs. The risk management discount will only be applied to the doctor's base premium. The maximum total risk management discount available per policy period is 15%. The discount will only be applied on the insured's renewal premium.

### Maximum Discounts Available

The maximum risk management and claims free discounts that can be obtained are 35%. However, the maximum risk management and claims free discounts available for any insured who is also receiving a premium discount will be the actual risk management and claims free discounts (up to 35%) multiplied by percentage of discounted premium paid by the policyholder.

Example: Assume the full-time base rate is \$1,500 and a doctor is receiving a faculty discount of 50%. Also assume the doctor is eligible for a 20% claims free discount and a 15% risk management discount. In this example, the maximum risk management and claims free discount this doctor is entitled to is 17.5%. Premium to be paid is calculated as follows:

$\$1,500 \times .50 =$	\$750 (faculty base premium)
$(20\% + 15\%) \times .50 =$	17.5% (total discounts allowed)
$\$750 \times 17.5\% =$	131.25 (discount amount)
$\$750 - 131.25 =$	\$618.75 (premium to be paid)

### Section VI – Coverage Options

(Available for both claims made and occurrence policy)

#### MUA Endorsement (Form 06-2007 05/06)

This endorsement provides coverage for manipulation or treatment, including adjustment, while a person is under anesthesia or sedation. The chiropractor must complete an application for manipulation under anesthesia. If the application is approved, an endorsement is added to the insured's policy. There is no charge for this coverage.

#### Illinois Professional Entity with MD/DO Exposure - Shared Limits of Liability Endorsement (Form 14CM-2006 04/07) and Professional Entity with MD/DO Exposure - Shared Limits of Liability Endorsement (Form 06-2002 05/06)

This endorsement provides a shared limit of liability for the insured chiropractor's professional entity. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

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This endorsement provides a shared limit of liability for the insured chiropractor's professional entity. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

The charge is 55% of the undiscounted base premium for corporation coverage with shared limits.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity - Separate Limits of Liability Endorsement (Form 14CM-2007 04/07) and Professional Entity - Separate Limits of Liability Endorsement (Form 06-2004 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's or entities' liability for the providing of professional services within the scope and course of employment by a person included within the definition of "Person Insured" under the attached policy.

The charge is 20% of the undiscounted base premium for the first entity and 5% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 14CM-2008 04/07) and Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 06-2006 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

The charge is 220% of the undiscounted base premium for the first entity and 55% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Specialty, Procedure, Technique Exclusion Endorsement (Form 06-2012 05/06)**

1. Excludes those procedures, techniques or specialties where a licensed health care provider has had their license revoked, suspended or surrendered or privileges restricted as a result of the performance of these procedures, techniques or specialties.
2. Excludes procedures, techniques or specialties that are experimental.
3. Excludes procedures, techniques or specialties where a health care provider is a high risk and has had poor loss experience.

The charge is 55% of the undiscounted base premium for corporation coverage with shared limits.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity - Separate Limits of Liability Endorsement (Form 14CM-2007 04/07) and Professional Entity - Separate Limits of Liability Endorsement (Form 06-2004 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's or entities' liability for the providing of professional services within the scope and course of employment by a person included within the definition of "Person Insured" under the attached policy.

The charge is 20% of the undiscounted base premium for the first entity and 5% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 14CM-2008 04/07) and Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 06-2006 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

The charge is 220% of the undiscounted base premium for the first entity and 55% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Specialty, Procedure, Technique Exclusion Endorsement (Form 06-2012 05/06)**

1. Excludes those procedures, techniques or specialties where a licensed health care provider has had their license revoked, suspended or surrendered or privileges restricted as a result of the performance of these procedures, techniques or specialties.
2. Excludes procedures, techniques or specialties that are experimental.
3. Excludes procedures, techniques or specialties where a health care provider is a high risk and has had poor loss experience.

**Additional Insured Endorsement (Form 06-2010 05/06)**

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy.

**Acupuncture Endorsement (Form 06-2008 05/06)**

This endorsement will add acupuncture to the list of professional services covered by the policy. Acupuncture coverage is only available in states where the scope of practice for chiropractors includes acupuncture services. An insured must apply for and be approved by underwriting prior to this endorsement becoming effective. There is no charge for this endorsement.

**Amendatory Endorsement (Form 06-2009 05/06)**

This endorsement may be utilized as a manuscript form to broaden, restrict or clarify coverage issues. The endorsement may also be utilized to clarify adjustments in rating.

**Supplemental Legal Defense Endorsement (Form 06-2015 05/06 and Form 06-2016 05/06)**

This endorsement provides for defense costs incurred by the insured in certain covered proceedings. There is coverage under this endorsement only when a covered proceeding arises on or after the retroactive date and the covered proceeding is initially instituted against the insured before the end of the policy period stated on the Declarations of this policy. We will pay up to \$25,000 for defense costs incurred by the insured. Covered proceedings are limited to the following; State Disciplinary Proceedings, Federal Professional Review Organization Sanctions, Wrongful Billing and Related Proceedings, HIPAA and Privacy Related Proceedings and Civil Sexual Misconduct Allegations. There is no charge for this endorsement and it is subject to underwriting approval.

**Temporary Leave of Absence Endorsement (Form 06-2017 07/07 and Form 06-2018 07/07)**

This endorsement allows an insured to suspend their policy for a minimum of 60 days and up to a maximum of 180 days. The insured may suspend their coverage for the following reasons; short term disability, maternity leave and any other reason pre-approved by NCMIC Insurance Company. This endorsement excludes from coverage any claim that results from an injury that occurred during the period of the leave of absence. This endorsement will provide a 90% discount for the period of the leave of absence. Suspension of coverage does not apply to any professional entities insured under the policy.

**Illinois Active Military Duty Endorsement (Form 14CM-2009 07/07 and Form 14-2009 07/07)**

**Additional Insured Endorsement (Form 06-2010 05/06)**

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy.

**Acupuncture Endorsement (Form 06-2008 05/06)**

This endorsement will add acupuncture to the list of professional services covered by the policy. Acupuncture coverage is only available in states where the scope of practice for chiropractors includes acupuncture services. An insured must apply for and be approved by underwriting prior to this endorsement becoming effective. There is no charge for this endorsement.

**Amendatory Endorsement (Form 06-2009 05/06)**

This endorsement may be utilized as a manuscript form to broaden, restrict or clarify coverage issues. The endorsement may also be utilized to clarify adjustments in rating.

**Supplemental Legal Defense Endorsement (Form 06-2015 07/08 and Form 06-2016 07/08)**

This endorsement provides for defense costs incurred by the insured in certain covered proceedings. There is coverage under this endorsement only when a covered proceeding arises on or after the retroactive date and the covered proceeding is initially instituted against the insured before the end of the policy period stated on the Declarations of this policy. We will pay up to \$25,000 for defense costs incurred by the insured. Covered proceedings are limited to the following; State Disciplinary Proceedings, Federal Professional Review Organization Sanctions, Wrongful Billing and Related Proceedings, HIPAA and Privacy Related Proceedings and Civil Sexual Misconduct Allegations. There is no charge for this endorsement and it is subject to underwriting approval.

**Temporary Leave of Absence Endorsement (Form 06-2017 07/07 and Form 06-2018 07/07)**

This endorsement allows an insured to suspend their policy for a minimum of 60 days and up to a maximum of 180 days. The insured may suspend their coverage for the following reasons; short term disability, maternity leave and any other reason pre-approved by NCMIC Insurance Company. This endorsement excludes from coverage any claim that results from an injury that occurred during the period of the leave of absence. This endorsement will provide a 90% discount for the period of the leave of absence. Suspension of coverage does not apply to any professional entities insured under the policy.

**Illinois Active Military Duty Endorsement (Form 14CM-2009 07/07 and Form 14-2009 07/07)**

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military leave. Suspension of coverage does not apply to any professional entities insured under the policy.

**Employment Exclusion Endorsement (Form 06-2021 05/06 and Form 06-2022 05/06)**

This endorsement excludes coverage for the supplying of or failure to supply professional services resulting from the insured's place of employment listed on the endorsement.

**Dual License – Acupuncture – Oriental Medicine Endorsement (Form 06-2024 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice Acupuncture – Oriental medicine while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. The charge for this endorsement is 5% of the base premium.

**Dual License – Physical Therapy Endorsement (Form 06-2025 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice physical therapy while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. There is no charge for this endorsement.

**Delegation of Certain Policy Rights Endorsement (Form 06-2026 04/07)**

This optional endorsement allows an insured to delegate certain policy rights to his or her employer.

**Dual License – Massage Therapy Endorsement (Form 06-2027 06/07)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice massage therapy while acting within the scope of their license(s) and/or certification(s). Additional application information will be required for approval. There is no charge for this endorsement.

omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military leave. Suspension of coverage does not apply to any professional entities insured under the policy.

**Employment Exclusion Endorsement (Form 06-2021 05/06 and Form 06-2022 05/06)**

This endorsement excludes coverage for the supplying of or failure to supply professional services resulting from the insured's place of employment listed on the endorsement.

**Dual License – Acupuncture – Oriental Medicine Endorsement (Form 06-2024 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice Acupuncture – Oriental medicine while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. The charge for this endorsement is 5% of the base premium.

**Dual License – Physical Therapy Endorsement (Form 06-2025 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice physical therapy while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. There is no charge for this endorsement.

**Delegation of Certain Policy Rights Endorsement (Form 06-2026 04/07)**

This optional endorsement allows an insured to delegate certain policy rights to his or her employer.

**Dual License – Massage Therapy Endorsement (Form 06-2027 06/07)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice massage therapy while acting within the scope of their license(s) and/or certification(s). Additional application information will be required for approval. There is no charge for this endorsement.

**Chiropractic Treatment of Animals Endorsement (Form 06-2029 07/08)**

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

**Section VII Coverage Options**  
**(Available for Occurrence Policy Only)**

**Prior Acts Professional Liability Endorsement (Form 06-2013 05/06)**

This endorsement provides coverage for chiropractors who change from a claims made policy to an occurrence policy and who do not purchase tail coverage. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date referenced in the endorsement will be covered. The factors listed below will be applied to the undiscounted occurrence premium at the applicable limit of liability in the state in which the claims made policy was issued.

Number of Years Since Retroactive Date	Prior Acts Factor
1	62.8%
2	93.6%
3	102%
4	103.9%

**Extern Endorsement (Form 06-2011 05/06)**

This endorsement provides coverage for chiropractic college students who have graduated from chiropractic college, but who have not yet received a license to practice, i.e. externs. The extern must be under the direct supervision of a licensed chiropractor and must be acting within the scope of the applicable laws governing externs. The only limit of liability available for this endorsement is \$100,000/\$300,000. Coverage under this endorsement will terminate when the extern becomes licensed, the program terminates or one year from its effective date, whichever comes first. The charge for this endorsement will be 10% of the 100,000/300,000 occurrence premium in the state that the Extern Endorsement is issued in.

**Section VII Coverage Options**  
**(Available for Occurrence Policy Only)**

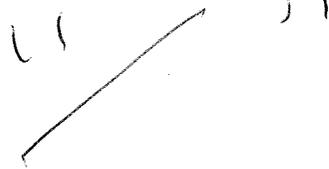
**Prior Acts Professional Liability Endorsement (Form 06-2013 05/06)**

This endorsement provides coverage for chiropractors who change from a claims made policy to an occurrence policy and who do not purchase tail coverage. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date referenced in the endorsement will be covered. The factors listed below will be applied to the undiscounted occurrence premium at the applicable limit of liability in the state in which the claims made policy was issued.

Number of Years Since Retroactive Date	Prior Acts Factor
1	62.8%
2	93.6%
3	102%
4	103.9%

**Extern Endorsement (Form 06-2011 05/06)**

This endorsement provides coverage for chiropractic college students who have graduated from chiropractic college, but who have not yet received a license to practice, i.e. externs. The extern must be under the direct supervision of a licensed chiropractor and must be acting within the scope of the applicable laws governing externs. The only limit of liability available for this endorsement is \$100,000/\$300,000. Coverage under this endorsement will terminate when the extern becomes licensed, the program terminates or one year from its effective date, whichever comes first. The charge for this endorsement will be 10% of the 100,000/300,000 occurrence premium in the state that the Extern Endorsement is issued in.



**Illinois Claims Made and Occurrence Chiropractic Professional Liability Manual**

**For**

**NCMIC Insurance Company**

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Quarterly payment option – 25% of premium payment required along with \$5.00 installment fee with the remaining payments of 25% each due at 3, 6 and 9 months after policy inception. This option is only available for premiums equal to or greater than \$500.00.

Monthly payment option through premium finance – 15% of premium payment required for down payment, only available for premiums equal to or greater than \$750.00.

There is no interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy period shall be computed pro rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

### **Renewals**

A policy may be continued for successive terms upon payment of the required premium to the company on or before the inception date of each successive term. The continuation premium shall be based upon the premium in effect on renewal date. The applicable forms and endorsements must be made a part of the policy. Additional premiums for policy changes occurring during the current policy period shall be computed pro rata of the annual premium.

### **Cancellation**

A policy may be canceled by the insured by mailing to the Company written notice stating when such cancellation shall be effective. This policy will remain in full force and effect until its regular anniversary unless the policy is canceled sooner by the Company or the insured.

### **Premium Refund**

If a policy cancels for any reason during the policy term, the insured will receive a pro-rata refund.

If an insured switches from our occurrence policy to our claims made policy, any refund will be computed pro-rata.

## **Section II – Underwriting Criteria**

The following underwriting criteria are to be considered in the underwriting review and acceptance of our insureds:

1. Fully and permanently licensed in the state(s) of practice.
2. Criminal record.
3. Prior claims history:
  - a. Severity of claim
  - b. Indemnity paid

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- c. Date of claim
  - d. Frequency of Claim
4. Any possible current claims and/or incidents
  5. Declined, canceled or refused renewal for coverage
  6. Revocation, suspension or probation of license
  7. Other Modalities

### Section III – Premium Development

#### A. FORMULAS FOR CLAIMS MADE PREMIUM DEVELOPMENT

Listed below are the formulas used to determine a chiropractor's claims made policy premium.

#### **STEP 1 – Calculate Base Premium**

##### Base Rate

Base rate is our 100/300 limit of liability. The charges are: Territory 1- \$2232.00  
 Territory 2- \$2443.00  
 Territory 3- \$2150.00

Territory 1 - Cook, DuPage, Lake, Will, Kendall, Kane and McHenry Counties

Territory 2 - Monroe, St. Clair, Madison, Clinton, Washington, Randolph and Jersey Counties

Territory 3 - Remainder of state

##### Base Premium Developed

Base Rate x ILF = Base Premium

Base premium is determined by multiplying the base rate by the increased limits factor of the appropriate limit of liability chosen.

##### ILFs (Increased Limits Factors)

200/600	1.159
250/750	1.215
500/1000	1.408
1000/3000	1.590
2000/4000	1.741

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 2 – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Base Premium**

Base premium x (1-4 yr. or mature) retro factor = (1-4 yr. or mature) claims made base premium

**Claims Made Premium Developed**

The (1-4 yr. or mature) claims made premiums are then calculated by multiplying the base premium by the appropriate years (1-4 yr. or mature) retro factor. The retroactive date is the date of reference used to determine which retro factor is to apply. The following rules will apply:

**Definition Retroactive Date** – Date on a claims made liability policy which triggers the beginning period of insurance coverage. If the chiropractor is purchasing insurance for the first time, the retroactive date will be the effective date. Any claim made during the policy period will not be covered if the injury occurred before the retroactive date.

**Eligibility for 1<sup>st</sup> year claims made rate** – When a policy is written where the retroactive date and effective date are the same, we will multiply the first year claims made retro factor by the base premium.

**Eligibility for 2<sup>nd</sup> year claims made rate** – When a policy is written during the first calendar year after the retroactive date we will multiply the second year claims made retro factor by the base premium.

**Eligibility for 3<sup>rd</sup> year claims made rate** – When a policy is written during the second calendar year after the retroactive date, we will multiply the third year claims made retro factor by the base premium.

**Eligibility for 4<sup>th</sup> year claims made rate** – When a policy is written during the third calendar year after the retroactive date, we will multiply the fourth year claims made retro factor by the base premium.

**Eligibility for Mature claims made rate** – When a policy is written during the fourth calendar year after the retroactive date or anytime thereafter, we will use the mature claims made rate. The retro factor is 1.00.

**Claims Made Rate Retro Factors**

<u>Maturity</u>	<u>Retro Factors</u>
1	0.350
2	0.655
3	0.900
4	0.975
Mature	1.000

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 3 – Calculate 1<sup>st</sup> yr., 2<sup>nd</sup> yr., 3<sup>rd</sup> yr., 4<sup>th</sup> yr. or Mature Claims Made Discounted Premium**

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**Formula for Discounted Premium (Premium when any discounts apply)**

(1-4 yr. or mature) claims made discounted premium = (1-4 yr. or mature) claims made base premium x discount factor(s)

**The following discounts are to be pro-rated if added mid-term.**

Discount factors

Part-time	0.50
Semi-retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
3 <sup>rd</sup> Year Licensure	0.75
4 <sup>th</sup> Year Licensure	0.85

**Endorsement Premium Development**

Endorsement premium = (1-4 yr. or mature) claims made base premium + endorsement premium

Endorsements added mid-term are to be pro-rated.

**Professional Entity Coverage Premium Developed**

Professional Entity coverage premium = (1-4 yr. or mature) claims made base premium x Professional Entity factor

Professional Entity factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
Separate limit of liability with MD/DO Exposure	2.20 for the first entity 0.55 for each additional entity

Professional Entities added mid-term are to be pro-rated

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**Claims Made Discounted Premium with Endorsements**

Formula: (1-4 yr. or mature) claims made discounted premium + endorsement premium

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**B. FORMULAS FOR OCCURRENCE PREMIUM DEVELOPMENT**

Listed below are the formulas used to determine a chiropractor's occurrence policy premium.

**STEP 1 – Calculate Base Premium**

**Base Rate**

Base rate is our 100/300 limit of liability. The charges are: Territory 1 - \$2290.00  
Territory 2 - \$2545.00  
Territory 3 - \$2239.00

Territory 1 - Cook, DuPage, Lake, Will, Kendall, Kane and McHenry Counties  
Territory 2 - Monroe, St. Clair, Madison, Clinton, Washington, Randolph and Jersey Counties  
Territory 3 - Remainder of state

**Base Premium Developed**

Base Rate x ILF = Base premium

Base premium is determined by multiplying the base rate by the increased limits factor of the appropriate limit of liability chosen.

**ILFs (Increased limits factors)**

200/600	1.159
250/750	1.215
500/1000	1.408
1000/3000	1.590
2000/4000	1.741

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**STEP 2 – Calculate Occurrence Discounted Premium**

**Formula for Discounted Premium (Premium when discounts apply)**

Occurrence Discounted Premium = base premium x discount factor(s)

**The following discounts are to be pro-rated if added mid-term.**

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Discounts factors

Part-Time	0.50
Semi-Retired	0.50
Disabled	0.50
Faculty	0.50
1 <sup>st</sup> Year Licensure	0.25
2 <sup>nd</sup> Year Licensure	0.60
3 <sup>rd</sup> Year Licensure	0.75
4 <sup>th</sup> Year Licensure	0.85

**Endorsement Premium Development**

Endorsement premium = base premium + endorsement premium

Endorsements added mid-term are to be pro-rated.

**Professional Entity coverage premium developed**

Professional Entity coverage premium = base premium x professional entity coverage factor

Professional Entity Factors

Shared limit of liability	No charge
Shared limit of liability with MD/DO Exposure	0.55 per entity
Separate limit of liability	.20 for the first entity .05 for each additional entity
Separate limit of liability with MD/DO Exposure	2.20 for the first entity 0.55 for each additional entity

Professional Entities added mid-term are to be pro-rated.

**Occurrence Discounted Premium with Endorsements**

Formula: Occurrence discounted premium + endorsement premium

Round to the nearest whole dollar. Round up if .50 or greater. Round down if .49 or lower.

**C. SCHEDULE RATING APPLICABLE TO BOTH CLAIMS MADE AND OCCURRENCE COVERAGES**

NCMIC Insurance Company may utilize the following schedule of debits to modify the premiums for certain insureds reflecting the unique exposure present in these risks. These insureds qualify for schedule rating because of factors not contemplated in the filed rate structure of the company.

The maximum debit to be applied to recognize risk characteristics that are not reflected in an otherwise applicable rate is 40%. Any debits assigned under this plan are subject to annual review. All premium modifications will be noted and documented in the individual insured's file with any premium credit and/or debit having the approval of the Underwriting Department.

NCMIC Insurance Company will modify premiums giving consideration to the following exposure characteristics and rating characteristics of a risk:

	<u>CREDIT</u>	<u>DEBIT</u>
Unusual risk characteristics (Member of multidisciplinary group, multiple professional discipline or board complaints, loss of license)	XXXX	40%
Claim history debit (Based on underwriting review of frequency and severity of the insured's claims history)	XXXX	40%

#### **Section IV – Extended Reporting Coverages For Claims Made Coverage**

##### **Basic Reporting Extension**

This allows, under a claims made policy, for the reporting of claims arising from a medical incident which occurs on or after the retroactive date and prior to the end of the policy period. The extended reporting coverage is for sixty (60) days after the expiration of the policy. This coverage is provided at no additional charge. The 60-day Basic Extended Reporting Period does not apply if the insured purchases any subsequent insurance that replaces in whole or in part the coverage provided by this policy.

##### **Illinois Extended Reporting Endorsement (Tail Coverage) Form 14CM-2005 07/07**

If a claims made policy is canceled or non-renewed for any reason including non-payment of premium whether by the company or at the insured's request, the named insured may elect to have an endorsement issued providing an extended reporting period upon payment of an additional charge as follows:

Tail factors apply to mature claims made expiring annual premium.

Number of Years Since Retro Date	Tail Factor (Factor to apply to <u>mature</u> <u>claims made expiring annual premium</u> )
1	0.654
2	0.975

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3  
4

1.062  
1.082

**Definition of Tail Coverage** – This term has been used to describe the exposure that exists between the retroactive date and expiration date of the policy and the coverage that may be purchased to cover that exposure. On “claims made” forms, tail coverage may be purchased to extend the period for reporting covered claims beyond the policy period.

**Extended Reporting Endorsement (Tail Coverage)**

Tail Coverage Rules:

1. Purchase of tail coverage must be within sixty (60) days after the cancellation or expiration of the insured’s NCMIC claims made policy.

Example:

Policy expires 6-1-05. The extended reporting endorsement (tail coverage) must be purchased by 7-30-05.

2. The extended reporting endorsement (tail coverage) will never be written to be effective before the insured’s most recent NCMIC claims made policy retroactive date.

Example:

The insured’s claims made policy retroactive date is 7-1-05 and expiration date is 10-1-05. The extended reporting endorsement (tail coverage) charged at the first year tail coverage rate would be written to cover the time period from 7-1-05 to 10-1-05.

3. The extended reporting endorsement (tail coverage) will be pro-rated for partial years.

Example:

An insured has a malpractice insurance policy with us issued with a \$1,000,000/\$3,000,000 limit of liability. The insured has a retroactive date of 1-1-04 and the insurance policy is canceled with us on 3-28-05. The charge for the insured’s tail coverage premium has been computed below.

- a. You first must determine how many days between the retroactive date and the cancellation effective date.
- b. Determine the MATURE claims made base premium for the policy limits the chiropractor is requesting to purchase.

The calculation is as follows:

Base rate \$1,788 x (Increased limits factor) 1.75 = mature claims made base premium \$3,129.00.

- c. Determine how many years, or days, the retroactive date is from the policy termination (cancellation or expiration) date.

Retroactive date 1-1-04 to full year policy renewal date of 1-1-05.

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1 or 2 or 3 or 4+ years

Mature claims made base premium		\$3,129
Tail factor for 1 year	x	0.654
Extended Reporting Period Premium 1 yr.	=	\$2,046.00

d. Count the remaining number of days left until the policy termination date.

1-1-05 to 3-28-05 is 87 days.

e. Pro-rate the remaining number of days to the policy cancellation date.

Partial year rates will be interpolated using the actual number of days covered on a claims made basis.

The calculation requires first determining the premium for two full year of tail coverage.

Mature claims made base premium		\$3,129
Tail factor for 2 years	x	0.975
Extended Reporting Period Premium 2 yrs.	=	\$3,051.00

Calculation:

Extended Reporting Period Premium 2 yrs. (\$3,051.00) – Extended Reporting Period Premium 1 yr. (\$2,046.00) = \$1,005.00

Number of days	87
Number of days in year	365

f. Calculate:  $(87 / 365) \times \$1005.00 = \$240.00$

Extended Reporting Period Premium 1 yr. \$2,046.00 + \$240.00 = \$2,286.00

- Tail coverage is priced at the rules and rates in effect at policy termination.
- Tail coverage is provided at no additional charge if a doctor dies and will be provided to the insured's estate upon notification of the insured's death. Tail coverage is provided at no additional charge if a doctor becomes permanently disabled and can no longer practice as a chiropractor. Tail coverage is provided at no additional charge if a doctor retires from practice after five (5) years of continuous coverage under the NCMIC claims made policy and is at least 55 years old. The endorsement will date back to the current claims made policy retroactive date.

6. After ten (10) years of continuous coverage under the claims made policy, if the policy terminates for any reason, including non-payment of premium, the tail coverage will be provided at no additional charge.

### **Section V – Discounts**

**(Available for both claims made and occurrence policies)**

#### **New Practitioner Discounts Available:**

License Date: NCMIC uses the license date as the reference date to be eligible for discounts. The license date is defined as the first date the chiropractor is eligible to practice chiropractic. We only use one date as the license date to reference discounts. The license date used to reference discounts is the first time a chiropractor ever becomes licensed to practice.

##### **1. First Year Licensure Discount**

Chiropractors who become licensed and are eligible to practice chiropractic for the first time shall be given a first year licensure discount of 75% of the filed and approved base premium. The insured's first licensure date must fall within 18 months of the insured's graduation date.

##### **2. Second Year Licensure Discount**

Chiropractors in their second year of practice after becoming licensed for the first time shall be given a second year licensure discount of 40% of the filed and approved base premium. The insured's first licensure date must fall within 30 months of the insured's graduation date.

##### **3. Third Year Licensure Discount**

Chiropractors in their third year of practice after becoming licensed for the first time shall be given a third year licensure discount of 25% of the filed and approved base premium. The insured's first licensure date must fall within 42 months of the insured's graduation date.

##### **4. Fourth Year Licensure Discount**

Chiropractors in their fourth year of practice after becoming licensed for the first time shall be given a fourth year licensure discount of 15% of the filed and approved base premium. The insured's first licensure date must fall within 54 months of the insured's graduation date.

#### **Additional Discounts Available**

##### **1. Part -Time Discount**

A chiropractor practicing 20 hours or less per week is eligible for a 50% discount of the approved base premium. The chiropractor must complete an application for part-time discount.

##### **2. Semi – Retired Discount**

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A chiropractor must be 55 years of age practicing 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

**3. Faculty Discount**

A chiropractor must work 20 hours or more at a chiropractic college and practice 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

**4. Disabled Discount**

A chiropractor must submit a physician’s statement and practice 20 hours or less per week to become eligible for this discount. The discount is 50% of the approved base premium.

**5. Claims Free Discount**

We offer a 3% - 20% discount to chiropractors for their excellent claims free experience. The whole policy (all risks, corporations included) must be claims free to get the discount. The definition of claims free is \$0 dollars indemnity and \$15,000 or less LAE payments cumulative for the time period under review. The claims free discount will only be applied to the doctor’s base premium.

The number of years insured with NCMIC without a claim will determine the discount. Please see below.

<u>Number of years insured with NCMIC without a claim</u>	<u>Percentage discount</u>
Three full years with NCMIC claims free	3%
Four full years with NCMIC claims free	4%
Five full years with NCMIC claims free	5%
Six full years with NCMIC claims free	6%
Seven full years with NCMIC claims free	7%
Eight full years with NCMIC claims free	8%
Nine full years with NCMIC claims free	9%
Ten full years with NCMIC claims free	10%
Eleven full years with NCMIC claims free	11%
Twelve full years with NCMIC claims free	12%
Thirteen full years with NCMIC claims free	13%
Fourteen full years with NCMIC claims free	14%
Fifteen full years with NCMIC claims free	15%
Sixteen full years with NCMIC claims free	16%
Seventeen full years with NCMIC claims free	17%
Eighteen full years with NCMIC claims free	18%
Nineteen full years with NCMIC claims free	19%
Twenty or more full years with NCMIC claims free	20%

\*Up to five (5) years of continuous claims free experience with another carrier will qualify for the NCMIC claims free discount.

## 6. Risk Management Discount

We offer risk management discounts for insureds that complete NCMIC Board certified programs. The risk management discount will only be applied to the doctor's base premium. The maximum total risk management discount available per policy period is 15%. The discount will only be applied on the insured's renewal premium.

### Maximum Discounts Available

The maximum risk management and claims free discounts that can be obtained are 35%. However, the maximum risk management and claims free discounts available for any insured who is also receiving a premium discount will be the actual risk management and claims free discounts (up to 35%) multiplied by percentage of discounted premium paid by the policyholder.

Example: Assume the full-time base rate is \$1,500 and a doctor is receiving a faculty discount of 50%. Also assume the doctor is eligible for a 20% claims free discount and a 15% risk management discount. In this example, the maximum risk management and claims free discount this doctor is entitled to is 17.5%. Premium to be paid is calculated as follows:

$\$1,500 \times .50 =$	\$750 (faculty base premium)
$(20\% + 15\%) \times .50 =$	17.5% (total discounts allowed)
$\$750 \times 17.5\% =$	131.25 (discount amount)
$\$750 - 131.25 =$	\$618.75 (premium to be paid)

### Section VI – Coverage Options

(Available for both claims made and occurrence policy)

#### MUA Endorsement (Form 06-2007 05/06)

This endorsement provides coverage for manipulation or treatment, including adjustment, while a person is under anesthesia or sedation. The chiropractor must complete an application for manipulation under anesthesia. If the application is approved, an endorsement is added to the insured's policy. There is no charge for this coverage.

#### Illinois Professional Entity with MD/DO Exposure - Shared Limits of Liability Endorsement (Form 14CM-2006 04/07) and Professional Entity with MD/DO Exposure - Shared Limits of Liability Endorsement (Form 06-2002 05/06)

This endorsement provides a shared limit of liability for the insured chiropractor's professional entity. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

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The charge is 55% of the undiscounted base premium for corporation coverage with shared limits.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity - Separate Limits of Liability Endorsement (Form 14CM-2007 04/07) and Professional Entity - Separate Limits of Liability Endorsement (Form 06-2004 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's or entities' liability for the providing of professional services within the scope and course of employment by a person included within the definition of "Person Insured" under the attached policy.

The charge is 20% of the undiscounted base premium for the first entity and 5% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Illinois Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 14CM-2008 04/07) and Professional Entity with MD/DO Exposure - Separate Limits of Liability Endorsement (Form 06-2006 05/06)**

This endorsement provides one separate limit of liability for the insured chiropractor's professional entity or entities. Multiple entities will share the one separate limit. Coverage is provided only to the extent of the entity's liability for the providing of professional services and professional healthcare services.

The charge is 220% of the undiscounted base premium for the first entity and 55% of the undiscounted base premium for each additional entity.

Whenever this endorsement is added to an NCMIC claims made policy, the retroactive date on which the coverage is effective will need to be printed on the policy Declarations page.

**Specialty, Procedure, Technique Exclusion Endorsement (Form 06-2012 05/06)**

1. Excludes those procedures, techniques or specialties where a licensed health care provider has had their license revoked, suspended or surrendered or privileges restricted as a result of the performance of these procedures, techniques or specialties.
2. Excludes procedures, techniques or specialties that are experimental.
3. Excludes procedures, techniques or specialties where a health care provider is a high risk and has had poor loss experience.

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**Additional Insured Endorsement (Form 06-2010 05/06)**

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy.

**Acupuncture Endorsement (Form 06-2008 05/06)**

This endorsement will add acupuncture to the list of professional services covered by the policy. Acupuncture coverage is only available in states where the scope of practice for chiropractors includes acupuncture services. An insured must apply for and be approved by underwriting prior to this endorsement becoming effective. There is no charge for this endorsement.

**Amendatory Endorsement (Form 06-2009 05/06)**

This endorsement may be utilized as a manuscript form to broaden, restrict or clarify coverage issues. The endorsement may also be utilized to clarify adjustments in rating.

**Supplemental Legal Defense Endorsement (Form 06-2015 07/08 and Form 06-2016 07/08)**

This endorsement provides for defense costs incurred by the insured in certain covered proceedings. There is coverage under this endorsement only when a covered proceeding arises on or after the retroactive date and the covered proceeding is initially instituted against the insured before the end of the policy period stated on the Declarations of this policy. We will pay up to \$25,000 for defense costs incurred by the insured. Covered proceedings are limited to the following; State Disciplinary Proceedings, Federal Professional Review Organization Sanctions, Wrongful Billing and Related Proceedings, HIPAA and Privacy Related Proceedings and Civil Sexual Misconduct Allegations. There is no charge for this endorsement and it is subject to underwriting approval.

**Temporary Leave of Absence Endorsement (Form 06-2017 07/07 and Form 06-2018 07/07)**

This endorsement allows an insured to suspend their policy for a minimum of 60 days and up to a maximum of 180 days. The insured may suspend their coverage for the following reasons; short term disability, maternity leave and any other reason pre-approved by NCMIC Insurance Company. This endorsement excludes from coverage any claim that results from an injury that occurred during the period of the leave of absence. This endorsement will provide a 90% discount for the period of the leave of absence. Suspension of coverage does not apply to any professional entities insured under the policy.

**Illinois Active Military Duty Endorsement (Form 14CM-2009 07/07 and Form 14-2009 07/07)**

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or

omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military leave. Suspension of coverage does not apply to any professional entities insured under the policy.

**Employment Exclusion Endorsement (Form 06-2021 05/06 and Form 06-2022 05/06)**

This endorsement excludes coverage for the supplying of or failure to supply professional services resulting from the insured's place of employment listed on the endorsement.

**Dual License – Acupuncture – Oriental Medicine Endorsement (Form 06-2024 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice Acupuncture – Oriental medicine while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. The charge for this endorsement is 5% of the base premium.

**Dual License – Physical Therapy Endorsement (Form 06-2025 05/06)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice physical therapy while acting within the scope of their license(s) and/or certifications. Additional application information will be required for approval. There is no charge for this endorsement.

**Delegation of Certain Policy Rights Endorsement (Form 06-2026 04/07)**

This optional endorsement allows an insured to delegate certain policy rights to his or her employer.

**Dual License – Massage Therapy Endorsement (Form 06-2027 06/07)**

This endorsement provides coverage to insured chiropractors who also are licensed or properly certified to practice massage therapy while acting within the scope of their license(s) and/or certification(s). Additional application information will be required for approval. There is no charge for this endorsement.

**Chiropractic Treatment of Animals Endorsement (Form 06-2029 07/08)**

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

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**Section VII Coverage Options**  
**(Available for Occurrence Policy Only)**

**Prior Acts Professional Liability Endorsement (Form 06-2013 05/06)**

This endorsement provides coverage for chiropractors who change from a claims made policy to an occurrence policy and who do not purchase tail coverage. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date referenced in the endorsement will be covered. The factors listed below will be applied to the undiscounted occurrence premium at the applicable limit of liability in the state in which the claims made policy was issued.

Number of Years Since Retroactive Date	Prior Acts Factor
1	62.8%
2	93.6%
3	102%
4	103.9%

**Extern Endorsement (Form 06-2011 05/06)**

This endorsement provides coverage for chiropractic college students who have graduated from chiropractic college, but who have not yet received a license to practice, i.e. externs. The extern must be under the direct supervision of a licensed chiropractor and must be acting within the scope of the applicable laws governing externs. The only limit of liability available for this endorsement is \$100,000/\$300,000. Coverage under this endorsement will terminate when the extern becomes licensed, the program terminates or one year from its effective date, whichever comes first. The charge for this endorsement will be 10% of the 100,000/300,000 occurrence premium in the state that the Extern Endorsement is issued in.