



Chiropractic Malpractice Insurance Guide

\$50 can get you a lot...

including your first policy with ChiroPreferred—
an exclusive insurance offering from MedPro Group

KEEP READING THIS GUIDE TO LEARN MORE.



ChiroPreferred gives you the peace of mind to know that should ever a problem in your practice arise, the most financially stable company, with the most defense resources, will be by your side every step of the way. From the recent graduate to the seasoned doctor, ChiroPreferred will stand ready to go to battle for you and step right in to defend.”

DR. STEVEN CLARKE
ADVISORY BOARD MEMBER



Welcome to a crash-course on malpractice insurance!

Follow the topics in order or jump around at your own pace. And if you have any questions, don't hesitate to contact your ChiroPreferred rep or insurance agent.

THE BASICS

Malpractice 101	4
Buying Insurance	5

UNDERSTANDING YOUR POLICY

Policy Types	7
Limits	9
Tail Coverage	13
Consent to Settle	15
Integrated Practices and Additional Coverages	17

CHOOSING YOUR MALPRACTICE CARRIER

Financial Strength	20
Risk Management Resources	21
Malpractice Claims	23
Claims Defense	24

MEET CHIROPREFERRED

Who We Are	26
ChiroPreferred Advisory Board	28

NEXT STEPS

Comparing Your Options	31
\$50 Policy	32

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Start your career with comprehensive coverage and affordable premiums.

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Malpractice Insurance 101

The word “malpractice” refers to a deviation from the standard of care that leads to patient injury or death. Basically, it’s the word we use when something goes wrong.

What is malpractice insurance?

Malpractice insurance helps protect you if someone files a lawsuit against you. Lawsuits are a reality of practicing, but with the right policy, you can manage risk while providing the best care.

Why do I need malpractice insurance?

In most states, the law requires that chiropractors carry malpractice insurance.

Many chiropractors who haven’t had a lawsuit think it won’t happen to them, or that only “bad” chiropractors get sued. Unfortunately, that’s not the case. It is possible to be served with a frivolous lawsuit even if you did nothing wrong.

As of December 2022, the National Practitioner Data Bank (NPDB) shows the average chiropractic malpractice payout is about \$170,000.¹ And that’s just the payment to the plaintiff. Once you add in defense costs, which can be tens of thousands of dollars, it’s easy to see why you’d rather have your insurance carrier pay the bill instead of you.



QUIZ

What is the average payout in chiropractic malpractice cases? ¹

A \$140,000

B \$160,000

C \$170,000

D \$250,000

¹ National Practitioner Data Bank Public Use File, December 31, 2022.

Answer: C

How do you buy malpractice insurance?

An insurance carrier issues your policy and is responsible for providing your coverage.

You can buy your policy through an agent or broker, or directly from a carrier.

When you're purchasing insurance through an agent or broker, they may offer you a set of quotes from various carriers that you can choose from. So, while agents can facilitate your policy purchase, carriers provide the actual coverage.

How you buy malpractice insurance varies depending on your situation. For example, a chiropractor with their own practice will purchase insurance differently than a chiropractor employed by a large group.

	HOW YOU CAN BUY	THIS MIGHT BE BEST IF	WHAT TO DO NEXT
1	You can buy a policy directly from an insurance carrier	You prefer making an insurance decision on your own	Research different carriers and policy types and choose the best fit for you
2	You can buy a policy through a broker or agent	You want support from someone who is knowledgeable about malpractice insurance	Request information about different carriers from your broker or agent and make a decision with their advice
3	Your employer provides your policy	Your policy costs (including tail coverage) are fully covered by your employer	Make sure you understand how your policy works and what happens if you eventually find new employment



Understanding Your Policy

Once you understand a bit about malpractice insurance and how to buy it, you're ready to start considering what kind of policy you need.

Policy Types: You (Should) Have Two Options

When it comes to malpractice insurance, you have two coverage options: **Occurrence or Claims-made**. If you're choosing your own insurance, you'll need to decide which type will offer you the best protection throughout your career and into retirement.

Occurrence coverage protects you from the day you purchase the policy and beyond, even if you retire, take a leave of absence, or cancel the policy.

Claims-made coverage only protects you during the year you have the policy, like health insurance. So if you choose Claims-made, you'll need tail coverage for continued protection after you cancel the policy. (Keep reading for more on tail coverage.)



See how your coverage changes based on what type of policy you have.

Dr. A and Dr. B both started working right after chiropractic school. Dr. A purchased an Occurrence policy while Dr. B purchased Claims-made. Both chiropractors had been practicing for three years when they received their first lawsuits.

In year three, Dr. A was sued by a husband and wife. Dr. A treated the husband in year one and the wife in year two. In year three, the couple decided they were unhappy with Dr. A's treatment and named her in two malpractice lawsuits.



Dr. B had a similar situation. He was sued by a family for the treatment he provided to a sister and brother. He treated the sister in year one and the brother in year two. In year three, the family named Dr. B in two malpractice lawsuits.



How did the chiropractors' malpractice insurance differ?

Because Dr. A purchased an Occurrence policy each year after chiropractic school, the policy she purchased in year one covered her for the husband's claim and the policy she purchased in year two covered her for the wife's claim. Remember, Occurrence policies respond based on when treatment occurred, regardless of when the claims were filed. Because of this, Dr. A had two policies, and two sets of limits, available to cover the claims.



Dr. B had a Claims-made policy after chiropractic school, and therefore, because both claims were made against him in year three, he had to rely on the single policy, and single set of limits, he purchased in year three to cover both claims made against him.



Limits: Your Coverage in Dollars

The limits of your policy really matter, because they determine how much your insurance carrier may pay in the event of a claim. The policy limits are the maximum amount an insurer is willing to pay for claims filed against you.

Your policy limits are written as two numbers

\$1M / \$3M

The total amount your insurer will pay for each claim filed against you.

The total amount your insurer will pay if you get multiple claims filed against you in one policy period.

Policy limits work differently depending on your coverage:

CLAIMS-MADE POLICY LIMITS

How the limits work:

For Claims-made coverage, your policy limits expire at the end of every year.

What that means for you:

If you don't renew your policy each year, you won't be protected for any claims filed against you, even if the incident happened in the past when you did have coverage.

OCCURRENCE POLICY LIMITS

How the limits work:

For Occurrence coverage, your policy limits never expire.

What that means for you:

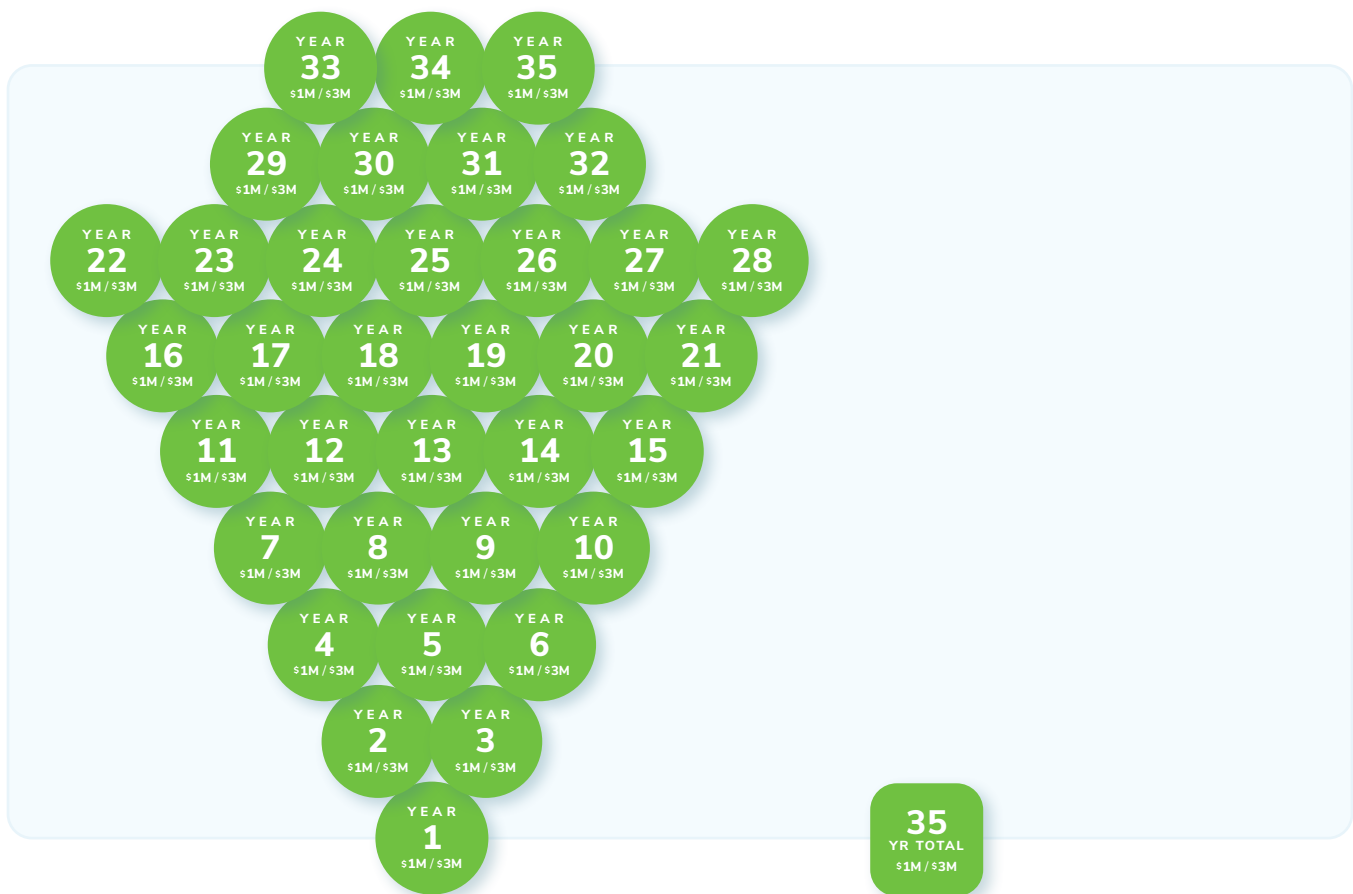
If someone files a claim against you, your Occurrence policy from the year of the incident will cover you. Each year you renew your policy, you have a new set of limits in place for future protection of that year.

How do your limits play out?

Over the course of a 35-year career, a chiropractor will treat around 253,000 patients.² That's 253,000 opportunities for a malpractice claim.

With a Claims-made policy, only a single set of limits is available at any point to cover the chiropractor from claims that could arise from the patients they saw both in the current year, and every year prior.

But if the same chiropractor had purchased Occurrence coverage each year for the same 35-year period, they would have 35 separate sets of limits over the same time span — one to respond for each policy year.



OCURRENCE

Limits available to you after 35 years of purchasing Occurrence coverage. Subject to any payments of claims.

CLAIMS-MADE



Limits available to you after 35 years of purchasing Claims-made coverage. Subject to any payments of claims.

² Chiropractic Economics 2023 Chiropractor Salary Survey

Patient's Compensation Fund

What is a Patient's Compensation Fund, and how does a state-mandated cap on damages affect policy limits?

A number of states have established a Patient's Compensation Fund (PCF), which is designed to increase availability and/or affordability of malpractice insurance. Of those states, Indiana and Louisiana have unique policy limit options for chiropractors participating in the PCF.

 <p>POLICY LIMITS \$500,000/\$1,500,000 FUND LIMITS \$1,300,000</p> <p>INDIANA</p> <p>Chiropractors in Indiana are insured by a malpractice insurance company for \$500,000 per claim/occurrence and \$1.5 million in the aggregate limit. If you participate in the PCF, you also receive an additional \$1.3 million per claim/occurrence from the PCF.</p> <p><small>Fund policy limits as of 7/1/2021.</small></p>	 <p>POLICY LIMITS \$100,000/\$300,000 FUND LIMITS \$400,000</p> <p>LOUISIANA</p> <p>Chiropractors in Louisiana purchase malpractice insurance with a \$100,000 per claim/occurrence limit and \$300,000 aggregate limit from an insurance company. If a claim arises with damages above these amounts, the PCF will provide excess coverage up to \$400,000, plus medical expenses.</p>
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Are there any other states with limit requirements?

Yes, many other states require minimum limits of liability for chiropractors. In some states, minimum limits are not required, but maximum damages caps are set. Also, there are states that require a licensee to carry a minimum limit of liability as a requirement to keep their license valid or active. Make sure to ask your agent or carrier if your state has specific requirements.

What limits do I need for my practice?

It's important to know that, just like you, your practice can be named in a malpractice lawsuit. If you plan on owning a practice, you should consider two important entity coverage options: separate limits or shared limits.

OPTION one

Separate Limits Coverage

If you own all or a portion of your practice, you may qualify for an entity malpractice insurance policy with separate limits. This allows defense costs and indemnity payments to be paid on behalf of your practice — separately from your individual policy limits.

OPTION two

Shared Limits Coverage

If you have a solo corporation and have no employed or contracted chiropractors, then you may choose to share your individual policy limits with your practice. This means defense costs and indemnity payments will be paid on behalf of both you and your practice under one shared set of limits.



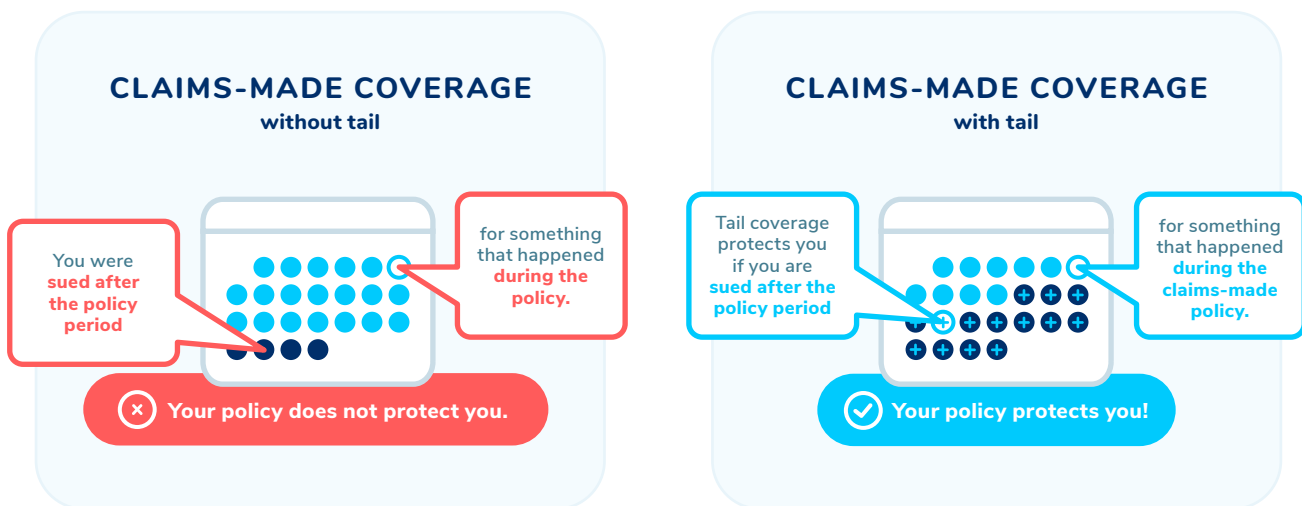
KEY TAKEAWAY

There are a lot of factors to consider when choosing limits. Are you performing high-risk procedures? Does your state or county have a history of malpractice litigation? What kind of insurance does your employer have? It's best to talk to your agent or a representative from your insurance carrier to make sure that your limits are adequately matched to your level of risk.

Understanding Tail Coverage

With a Claims-made policy, your protection ends at the end of the policy term. This means that if someone files a claim against you after you've retired or during a leave of absence, you will have no protection, even if you were covered when the incident happened.

For this reason, most people with Claims-made policies need to buy tail coverage to cover the "tail" of liability left behind them after their policy ends. Tail is not necessary for an Occurrence policy, since the coverage never expires.



Will my carrier give me tail coverage?

Many insurance companies offer free tail coverage, which could make a Claims-made policy less expensive than an Occurrence policy. If this seems too good to be true, that's because it may be.

A lot of the time, insurers only provide tail coverage for free with these stipulations:

- The tail coverage will only be free once you fully retire
- You often need to be a certain age to retire and receive free tail coverage
- The tail coverage will only be free if you die or become disabled



KEY TAKEAWAY

If you want to eliminate the complexities involving tail coverage, consider purchasing an Occurrence policy.

Common Circumstances that Require the Purchase of a Tail

▶ LEAVE OF ABSENCE

You may want to terminate coverage while taking a leave of absence from practice. If you have a Claims-made policy, it may require the purchase of tail coverage. Examples of a leave of absence include parental leave, poor health, a sabbatical and medical mission trips.

▶ RELOCATION

Relocating to a new state may require the purchase of tail coverage. For example, you may need tail coverage if you move:

- to a state where your insurance company does not offer coverage
- to a state where the cost of malpractice insurance is significantly lower than the state from which you moved
- to or from a state with a Patient's Compensation Fund

▶ MOBILITY

More and more new chiropractors desire to have flexibility when it comes to where they practice. You may be required to buy tail coverage if you leave a practice, unless your new employer commits to pay for tail coverage in your employment contract or another insurance company covers your prior acts.

▶ FACULTY

What if you leave private practice to work for a university? In order to ensure coverage for procedures performed during your time spent in private practice, you must purchase tail coverage if you were insured under a Claims-made policy.

▶ CONTINUED EDUCATION

You halt your practice, in order to continue your education.

▶ MATERNITY/ PATERNITY

Most insurance carriers will allow you to put your Claims-made policy on hold for up to 6 months if you've had a baby and want to take time away from your practice. After the designated amount of time, (in many cases 6 months), the carrier will cancel your Claims-made policy and require you to purchase tail coverage if you aren't returning to your practice after the 6-month mark.

▶ CEASED MOONLIGHTING

You purchase a part time policy, to practice 10 hours or less on the side, while still working 30 hours or more at another practice, under another policy. When you decide to cancel the policy that covered your moonlighting, you will need to buy a tail, if it was a Claims-made policy.

▶ NON-RENEWAL OF COVERAGE

Your insurance carrier decides to non-renew your policy. If you had a Claims-made policy, you will need to have another company agree to pick up your original retroactive date, or you will need to buy a tail if you had a Claims-made policy.

▶ EXTENDED LEAVE OF ABSENCE

Most insurance carriers will allow you to put your Claims-made policy on hold for up to 6 months if you need to step away from your practice. After the designated amount of time, (in many cases 6 months) the carrier will cancel your Claims-made policy and require you to purchase a tail if you aren't returning to your practice after the 6-month mark.

▶ CORPORATE COVERAGE

You join another chiropractic group, and the group pays for your malpractice insurance policy, but they do not want to be responsible for the exposure from the patients you had seen before joining the group, so you need to cancel your old policy.

Consent to Settle

When you're faced with a malpractice claim you usually have two options — settle (pay the demand) or go to trial. Depending on the circumstances, there are many reasons why you may want to take either path.

That's why the consent provision in your malpractice insurance policy is so important. This is the part of your policy that decides who has control over settling a claim — you or your carrier.

Ask to see your malpractice policy's consent provision firsthand to make sure there are no exceptions. Here's an example of what a pure consent provision (offered by ChiroPreferred) looks like:

- A. We have the right and duty to defend at our expense, and in addition to the Limits of Insurance, any suit brought against an Insured for a covered claim, even if the suit is groundless or fraudulent. Our duty to defend any suit ends after the applicable Limit of Insurance has been exhausted by payment of judgments, awards, settlements and interest accruing thereon prior to entry of a judgment, issuance of an award or settlement.

We have the right to investigate any claim, potential claim or suit. We have the right to settle any claim or suit if we believe that is proper. We will not, however, settle any claim or suit against you, if you are an individual, without your prior written consent.

We will not, however, settle any claim or suit against you, if you are an individual, without your prior written consent.

- B.
1. All attorneys fees paid to the law firm selected by us to defend an Insured;
 2. All expenses we incur;
 3. All costs taxed against an Insured in the suit;
 4. Post judgment interest on that portion of a covered judgment that is within the applicable Limit of Insurance under the policy;
 5. All reasonable expenses incurred by an Insured at our request to assist us in the investigation or defense of the claim, potential claim or suit. We shall also pay up to the Limit of Insurance shown on the Declarations for loss of earnings, if you are away from your employment as a Healthcare Professional at our request to help us defend a suit; and,
 6. Premiums for appeal bonds, or bonds to release property used to secure a legal obligation, if required in a suit we defend. We shall only pay, however, for bonds valued up to the applicable Limit of Insurance. We have no obligation to appeal a suit we defend or to obtain these bonds.

These payments shall be in addition to, and shall not reduce the Limits of Insurance.

V. HIPAA PROCEEDINGS

In addition to the Limits of Insurance, we will pay up to \$10,000 of your expenses, charged by an attorney selected by us, which includes other reasonable costs, expenses or fees resulting from the investigation or defense of a HIPAA Proceeding, but only if in final adjudication such allegations are found to be false or unfounded. If in final adjudication you are found to be liable for an intentional violation, you shall reimburse us for all HIPAA Proceeding expenses. In no event shall the amount payable hereunder exceed \$10,000 per policy period regardless of the number of Insureds or the number

While some carriers advertise “full consent,” their policies may contain exceptions that actually take away your right to settle in different situations.

COMMON EXCEPTIONS TO CONSENT TO SETTLE

If any of the following are in your policy, you don't have a pure consent to settle provision.

01

OBJECTION CLAUSE

You have consent authority unless you object to the company's proposed settlement.

02

UNREASONABLE

You have consent authority, unless the insurance company deems you unreasonable in withholding your consent.

03

UNAVAILABLE OR CANNOT BE LOCATED

You have consent authority unless the company cannot locate you or you are otherwise unavailable at the time of settlement or jury trial.

04

BOARD APPROVAL

You have consent authority as long as the company's review panel or board agrees with you that your performance met the standard of care. If they disagree, the board assumes consent authority on your behalf.

05

BINDING ARBITRATION

You have consent authority unless the company disagrees, at which time they submit your refusal to consent to binding arbitration.

06

NO LONGER INSURED BY THE COMPANY

You have consent authority unless you are no longer insured by the company at the time settlement or trial occurs.

07

LICENSE SUSPENDED

You have consent authority unless your professional license has been suspended, revoked or surrendered at any time during the claim process.

08

DECEASED OR INCOMPETENT

You have consent authority unless you are deceased or deemed incompetent.

09

“HAMMER” CLAUSE

If you refuse to consent to a settlement and choose to contest or continue to contest a claim, the carrier's liability for loss will not exceed the amount for which they could have settled the claim had you consented, plus claim expenses incurred prior to the time they made the recommendation. Ask your carrier whether your policy includes a hammer clause.



KEY TAKEAWAY

Make sure to check that your carrier really does have pure consent because being forced to settle a claim can impact your reputation and career.

Coverage for your Integrated Practice

You may want to join a practice with doctors of different specialties, nurse practitioners, athletic trainers, or massage therapists. If that's the case, you'll want to make sure your malpractice coverage spans these specialties and roles. Look for a company that offers coverage solutions not only for chiropractors but for other healthcare providers who could work in your office.

Additional Coverages

Chiropractors deserve options that extend beyond a one-size-fits-all policy. That's why it's important to ask a carrier what additional coverages are included at no additional cost.

As an example, we've outlined some additional coverages that ChiroPreferred gives you access to through MedPro Group, and how those might play out in your practice.*

▶ **THIRD PARTY PAYOR COVERAGE**

If a third party (e.g. a healthcare insurance company, Medicare/Medicaid) were to file a claim against you, for improper billing or reimbursement, aggregate policy limits cover up to \$100,000 of expenses.†

▶ **ADMINISTRATIVE HEARING COVERAGE**

If a board action is filed against you and you need a defense, aggregate policy limits cover up to \$100,000 of expenses.†

▶ **CYBER AND PRIVACY LIABILITY COVERAGE**

If you need to pay defense costs, expenses, fines, penalties and other damages related to a breach of confidential (i.e. medical or financial) patient information, aggregate policy limits cover up to \$100,000.

▶ **LOSS OF EARNINGS COVERAGE**

If you take time off work due to attorney meetings, depositions or court dates for a claim, aggregate policy limits cover up to \$35,000 of losses.

▶ **HIPAA PROCEEDINGS COVERAGE**

If a patient alleges a HIPAA violation, aggregate policy limits cover up to \$25,000 of expenses.

▶ **DEPOSITION COVERAGE**

If you are required to provide a deposition in a claim in which you are not named, aggregate policy limits cover up to \$10,000 of expenses.

▶ **SEXUAL MISCONDUCT COVERAGE**

If there is a claim, potential claim or suit involving any actual or alleged sexual misconduct or physical contact related to professional services, aggregate policy limits cover up to \$25,000 of expenses.

▶ **PREMISES LIABILITY**

If a patient alleges that they were injured at your practice location and the injury is not related to the treatment you provided (i.e. the patient slipped and fell in the waiting room) coverage is provided for losses and expenses.‡

* Additional coverage limits as of 2/8/22.

† Aggregate policy limits of \$100,000 are shared among Third Party Payor Coverage and Administrative Hearing Coverage.

‡ For certain policies, limits are shared with your professional liability coverage, subject to state law.



Choosing Your Malpractice Carrier

Now that you know what to look for in a policy, your next decision will be choosing an insurance carrier.

Your carrier is the company that actually underwrites your policy and pays out claims on your behalf.

Are all carriers virtually the same?

Definitely not! There are important differences between the top malpractice carriers. From years of experience to success in the courtroom to independent ratings, it's important to compare your carrier choices. **Here are three big differences between carriers to consider.**

Ask yourself:

What is their financial strength?

How to evaluate it:

Your insurance carrier should have the financial resources to protect you in the worst-case scenario. You can check a carrier's financial strength rating through independent agencies.

Ask yourself:

Do they provide risk management resources?

How to evaluate it:

Your insurance carrier shouldn't just help you defend claims; they should help you avoid them. Make sure your carrier offers materials and advice for reducing risk, which will help you make your practice safer.

Ask yourself:

Are they experienced in claims defense?

How to evaluate it:

Your carrier should have a record of strong malpractice litigation. You should look at their trial win rate, the number of claims they've managed since their founding, and how many claims they've closed without payment. All of these numbers should be high.

Financial Strength

A company’s financial strength is directly tied to your protection as an insured. Without ample financial resources, your insurance carrier won’t be able to pay out claims and offer you the strongest defense possible.

How can you tell if a carrier is financially strong?

Independent rating agencies like AM Best issue annual credit ratings that evaluate the financial stability of insurance carriers. The higher the rating, the more stability they have.

A carrier’s third-party rating is important because it indicates the level of financial resources they have to defend you.

How do you know if a carrier can pay out claims?

Fighting a lawsuit or claim can be expensive. One sign that your carrier has the financial capital to defend you is if they pay for defense costs outside of your limits.

That means all costs for your claim (lawyer’s fees, expert witnesses, etc.) will be paid for by the company and won’t drain your policy limits should you need them to settle or payout in the event of a plaintiff verdict.

A malpractice lawsuit can cost you more than just money. You could also lose:

- › **Good employees**
- › **Long-term patients**
- › **New market opportunities**
- › **Highly qualified associates/partners**
- › **Income potential**

That’s why you need a carrier with the financial strength to defend you fiercely, without pinching pennies or cutting corners.

CHIROPRACTIC MALPRACTICE INSURANCE CARRIERS	
NAME	AM BEST RATING
MEDPRO GROUP (CARRIER FOR CHIROPREFERRED)	A++
BERKLEY	A+
MAG	A
LIBERTY MUTUAL	A
NCMIC	A
PROASSURANCE INS CO OF AMERICA (CARRIER FOR OUM)	A
ALLIED PROF INS CO (CARRIER FOR CHIROSECURE)	A-

AM Best Financial Strength Ratings as of 08/08/2023

Risk Management Resources

As a chiropractor, you often wear many hats — both as a business owner and a healthcare provider. It can be hard to maintain all of your responsibilities while also managing your risk for malpractice claims. That’s why risk management tools are so important for you and your practice.

How can your carrier help with risk management?

The ideal malpractice carrier will offer a variety of risk services that provide timely and meaningful support to you and your practice.

Make sure that your carrier can offer you the following:



Experienced risk consultants
available online or
over the phone



Continuing Education
and on-demand
webinars



Risk resources
including articles
and assessments



KEY TAKEAWAY

Ask to see a carrier's full breakdown of risk management services.
This can be a huge value-add to your policy.

How can you use risk management?

Many times, chiropractors call their malpractice companies' risk management teams when an area of concern presents itself. Here are a few scenarios in which a risk management team should be able to provide you with guidance:

➤ DEALING WITH AN ADVERSE EVENT

A chiropractor adjusted a patient with a history of osteoporosis and this adjustment resulted in an anterior wedge compression fracture. How should this be handled from a risk management standpoint?

➤ RECORDS MANAGEMENT

A chiropractor is running out of storage space and wants to dispose of treatment records for some inactive patients. Can this be done, and if so, how should it be completed?

➤ CHILD CUSTODY AND TREATMENT

A chiropractor is treating the minor of divorced parents for spinal nerve stress. The mother has been compliant with the chiropractor's recommendations and treatment appointments. The father of the minor has called the office and stated he does not want the child to receive any further chiropractic treatment. May the chiropractor continue to treat the child?

➤ REFERRAL TO A SPECIALIST

A chiropractor has a patient with a history of worsening osteoporosis and recent wrist fracture from a fall. The chiropractor wants to refer the patient for an orthopedic evaluation and dexascan before initiating treatment, but she is insisting that he adjust her without the referral. Should the chiropractor treat the patient?

➤ DISGRUNTLED PATIENT

A patient is dissatisfied due to lack of progress of her treatment plan to relieve lower back pain, and several revisions to the treatment plan have failed to yield positive results. The patient wants a partial refund of her money, stating she didn't get what she paid for. How should this situation be addressed?

➤ NONCOMPLIANCE WITH RECOMMENDATIONS

A chiropractor has a patient who is upset with the lack of progress in relieving lower back pain and has been non-compliant with the chiropractor's recommendations. The patient is belligerent with practice staff members. The chiropractor wants to discharge this patient from the practice even though he needs ongoing treatment. How can this termination be achieved?

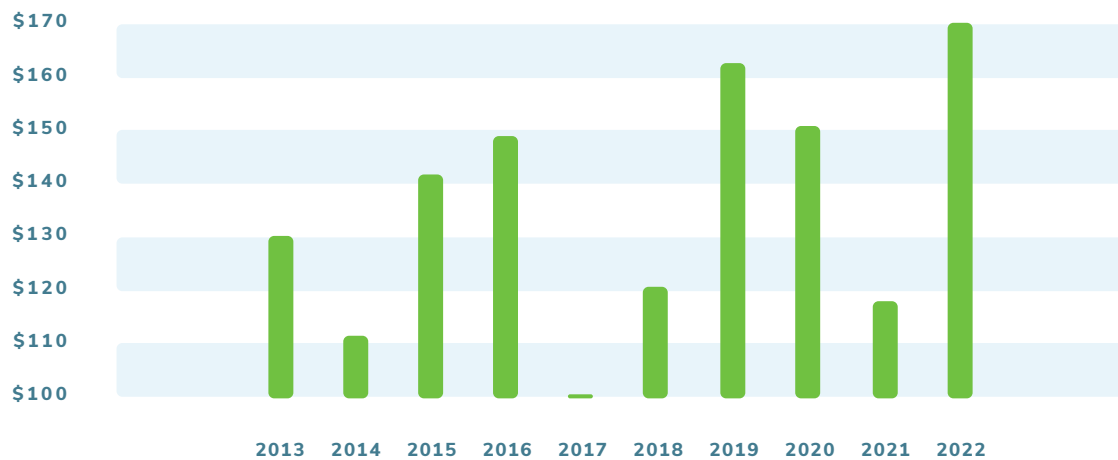
Malpractice Claims

Why should I care how a malpractice claim made against me is handled?

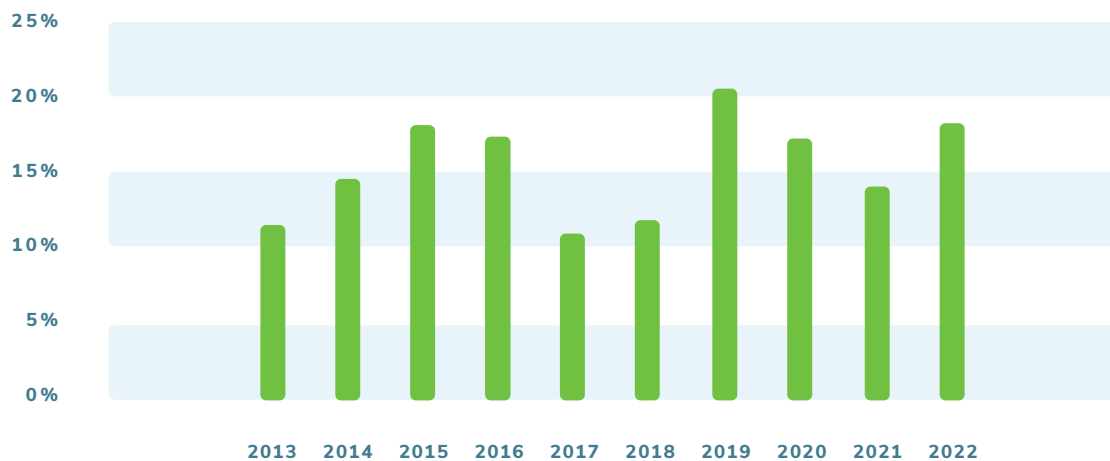
Nearly 20% of all chiropractors will be named in at least one suit throughout their career.⁴

It's important to remember that your premium dollars are paying for the insurance company's claims defense. After all, settlement of a claim involves more than indemnity — it can have a long-term negative effect on your reputation, practice, license, mobility and future insurability.

➤ AVERAGE INDEMNITY PAID BY CHIROPRACTORS (IN THOUSANDS)⁵



➤ PERCENT OF CHIROPRACTIC CLAIMS OVER \$250,000⁵



⁴ MedPro Group Actuarial Analysis of Chiropractic Claims

⁵ National Practitioner Data Bank Public Use File, December 31, 2022

Claims Defense

Do all insurance companies handle the defense of malpractice claims the same way?

The short answer is no. It is extremely important to select a malpractice insurance carrier that has expertise in malpractice litigation. The carrier should understand the venue, specific state laws, as well as clinical practice standards in your state.

The successful defense of malpractice lawsuits requires a claims team with:

- › An understanding of the scope of malpractice as determined by professional societies and/or state licensure boards
- › A grasp of technical clinical concepts
- › Access to highly qualified experts
- › The financial resources necessary to aid an aggressive defense
- › Expert knowledge of the law



DID YOU KNOW?

Many claims made against chiropractors are actually based on situations where the chiropractor had the patient's best interest in mind and did not deviate from the standard of care.



MOCK TRIAL

[CLICK HERE TO WATCH](#)



**Meet
ChiroPreferred**

Allow us to introduce ourselves.

Once you understand a bit about malpractice insurance and what to look for in a carrier, you're ready to go shopping. You'll quickly find there are a lot of options out there, and they might seem pretty similar. But we're the exception.

ChiroPreferred is an insurance program from MedPro Group designed exclusively for chiropractors. Together, we offer you the reliability you expect—and need—for your malpractice insurance.

From flexible coverage options to real-time risk help, you and your practice will have the protection you need. Your life can be unpredictable, but your malpractice coverage shouldn't be.

See how we support chiropractors like you every step of the way.



Starting your career

Start practicing with an affordable policy and comprehensive coverage.



Throughout Your Career

No matter what comes your way, practice confidently with risk and claims support.



Retirement

Retire from practice knowing your career is covered.

More reasons you should feel good about us.

➤ FINANCIAL STRENGTH

MedPro has 120+ years of experience and the highest financial strength rating in the industry (A++ by AM Best). Part of Berkshire Hathaway family, MedPro's strength and stability help you rest easy knowing your entire career will be protected.

➤ FLEXIBILITY

You'll have access to coverage nationwide, allowing you to move anywhere in the U.S. without interrupting your coverage. This gives you the flexibility to have the strongest coverage no matter where your career takes you.

➤ PURE CONSENT TO SETTLE

If a claim goes to trial, you'll have the final say regarding accepting settlement. After all, it's your career and reputation. Your insurance company shouldn't make that choice for you.

➤ CLAIMS DEFENSE

MedPro has an unmatched claims record and uses only the best local defense counsel. Their pure consent to settle provision also gives you greater control throughout the process.

➤ RISK RESOURCES

With a wide pool of risk resources at your fingertips, you and your practice will have daily support against malpractice risk.

➤ PRICE

Chiropractors may be eligible for a risk management, part-time, new to practice, loss free, and/or moonlighting credit that can reduce their insurance premium.



ADDITIONAL COVERAGES

MedPro's policies—offered by ChiroPreferred—are designed with your unique practice in mind and include the following coverages: Administrative Hearing Coverage, Third Party Payor Coverage, Medicare/Medicaid Billing Defense Coverage, Loss of Earnings Coverage, Deposition Coverage, HIPAA Proceedings Coverage, Cyber and Privacy Liability Coverage, Premises Liability, and Sexual Misconduct Coverage.

Your Dedicated Chiropractic Advisory Board

ChiroPreferred is committed to staying ahead of the curve when it comes to current trends and new developments for chiropractors.

As your specialty evolves, it's our job to understand the impact on your customers. To that end, we assembled a Chiropractic Advisory Board comprised of leaders throughout the spectrum of the chiropractic specialty.

Together, ChiroPreferred and our Advisory Board work to ensure that the products and services we offer continue to meet the needs of today's chiropractors.



STEVEN G. CLARKE, DC

Dr. Clarke received his Doctorate of Chiropractic from Logan College of Chiropractic in St. Louis, MO and has been licensed in New Jersey ever since. He has treated many patient types, including world champion boxers, as well as high school, collegiate and professional athletes. He was among the first chiropractic physicians to get to Ground Zero in New York after the 9/11 attacks, where he provided care to injured emergency responders. He was honored by the New Jersey Legislature for his efforts after 9/11. Dr. Clarke was also the Lead Out-of-Network Plaintiff in an \$11.75 million dollar settlement with CIGNA Insurance and American Specialty Health Network (ASHN).

Dr. Clarke has been a member of numerous professional organizations, serving in various leadership positions. He served as President of the two thousand-member Association of New Jersey Chiropractors (ANJC) from 2007-11 and again from 2016-2018. He served as ANJC Legislative Chairman for 20 years, spearheading the passage of five pieces of legislation, including the Scope Of Practice legislation. He has been honored as Alumnus of the Year by Logan College of Chiropractic and as Chiropractor of the Year by the ANJC. In 2023, the ANJC bestowed on Dr. Clarke a Lifetime Achievement honor. He has actively practiced in Nutley, NJ his entire career.



JOHN D. DAVILA, DC

Dr. Davila graduated in 1994 from Palmer College of Chiropractic in Davenport, Iowa. He then established three successful practices in the Myrtle Beach, S.C., area which he operated for 13 years. Since 2000, Dr. Davila has been training doctors and staff on the topics of federal and state level insurance compliance. He has consulted for Axis Healthcare, Blue Cross Blue Shield of South Carolina, American Specialty Health Network, Colonial Life, Companion Property and Casualty, Chiropractic Network of the Carolinas, and Palmetto GBA (South Carolina Medicare). He is considered the foremost authority on compliance issues as they relate to chiropractic practice. He served on the American Chiropractic Association's (ACA) Medicare Advisory and Blue Cross Blue Shield Blue CHIP Committees. He is a lifetime member of the International Chiropractors Association (ICA) and serves as an advisor to the ICA Board on Medicare policy. Dr. Davila continues to give back through his involvement with several chiropractic colleges by working with students, faculty, and administration to improve their education on compliance. He is a core presenter for Palmer College's Center for Business Development programs, serves as a compliance consultant for Parker University's chiropractic clinics, and is a past adjunct faculty member at Sherman College of Chiropractic.



HEATHER DEHN, DC

Dr. Heather Dehn, DC, graduated from Palmer College of Chiropractic in 1994. She has worked in private practice in the Sacramento, CA area since 1994. Dr. Dehn comes from a family of chiropractors, and she practiced with her father, Dr. Fred Dehn, DC, until his retirement in 2005. She was named Doctor of the Year in the Sacramento Valley District by the California Chiropractic Association in 2004, and that same year she was named President of the California Chiropractic Association, Sacramento Valley District, a position she held until 2009. In 2012, Dr. Dehn was appointed by California Governor Jerry Brown to the Board of Chiropractic Examiners, where she served as Vice-Chair from 2014-2017 and Chair from 2017-2018. Dr. Dehn joined the ChiroPreferred Advisory Board in 2023.



DANIELLE EATON, DC

Dr. Danielle Eaton received her bachelor's degrees from Logan University in social work in 2003 and in human biology in 2006. She went on to receive her Doctorate of Chiropractic and her master's in sports science and rehabilitation in 2008 and 2009, respectively, from Logan University. During her educational career, she earned eight Dean's List awards and was named in "Who's Who Among Colleges and Universities" while attending Logan College of Chiropractic. After completing her residency as a sports and rehabilitation resident, she became the assistant director of sports and rehabilitation at Logan University. She practiced in the office setting while teaching in higher education as an adjunct faculty member at Lindenwood University and Jefferson College, before leaving the field to become a mentor to women business owners and female health and wellness practitioners, empowering them to live a balanced life.



EDWARD P. ZIMMER, DC

Dr. Zimmer received his undergraduate degree in chemistry from DePauw University in Greencastle, Indiana, and his graduate degree in nutrition from Bridgeport University in Connecticut. He also graduated summa cum laude from the National College of Chiropractic where he received numerous honors including being voted outstanding graduate by the faculty. He has been the featured speaker at many conferences spanning across the country and has also authored many books and more than 100 articles. Dr. Zimmer currently performs chiropractic peer reviews and has been a defense expert witness for more than 12 years.



Next Steps

Let's put it all together.

You can use this chart to make sure your carrier checks all of the boxes.

KEY QUESTIONS	MPG ANSWERS (CARRIER FOR CHIROPREFERRED)	ANSWERS
› Does the company offer both Claims-made and Occurrence policies?	YES	
› Does the company offer pure consent to settle?	YES	
› Does the company offer free "tail" coverage at retirement if insured for one year regardless of age?	YES	
› Does the company have a proven track record for weathering difficult economic cycles, including the Great Depression, World Wars I and II?	YES	
› Does the company have defense expertise from insuring the entire spectrum of healthcare providers including physicians, surgeons and hospitals?	YES	
› Does the company pay for all defense costs outside the policy limits?	YES	
› Does the company offer \$100,000 of embedded cyber coverage to the policy?	YES	

KEY FACTS	MPG ANSWERS (CARRIER FOR CHIROPREFERRED)	ANSWERS
› AM Best rating	A++	
› Years of malpractice experience	120+	
› Number of states nationwide where coverage is available	50 (+D.C.)	
› Exclusive to malpractice insurance	YES	
› Total number of malpractice claims resolved nationwide	500,000+	
› Risk management consultants available online or over the phone	YES	



Protect your career, while saving money. Our favorite kind of multitasking.

With ChiroPreferred your first-year malpractice policy can be as low as **\$50** and will be backed by the nation's leading carrier — the only one with 120+ years of experience, Berkshire Hathaway ownership, and an A++ rating from AM Best.

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Chiropractic Malpractice Insurance Guide

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