

ProSecure®

FOR PHYSICIAN PRACTICES, HOSPITALS & HEALTHCARE FACILITIES

Questions & Answers for ProAssurance Agents

What is ProSecure?

ProSecure is ProAssurance's brand name for the following suite of products, all of which are underwritten by Tokio Marine HCC–Cyber & Professional Lines Group:

- Regulatory Risk Protection
- Cyber Liability

What is the advantage of ProSecure?

ProSecure provides you and your clients with additional product options, including coverage that complements the insurance provided in the ProAssurance medical professional liability policy.

How are ProSecure products provided?

These products are underwritten, issued, and serviced by Tokio Marine HCC–Cyber & Professional Lines Group. ProAssurance and Tokio Marine HCC have come together to make these products available. ProSecure policies are separate from ProAssurance's medical professional liability policy.

Who handles underwriting and claims?

Tokio Marine HCC–Cyber & Professional Lines Group handles underwriting and claims for all ProSecure products.

Is ProSecure available to any agent?

ProSecure is exclusive to agents who are contracted with ProAssurance.

Is ProSecure available to all ProAssurance insureds?

ProSecure is available to all insureds whose medical professional liability policy is written by ProAssurance. Contact Tokio Marine HCC–Cyber & Professional Lines Group for specific rates, coverages, and qualifications.

Are discounts provided for purchasing more than one ProSecure coverage type?

You may receive a shared-limit discount when you combine Regulatory Risk and Cyber Liability coverages.

Do I work directly with Tokio Marine HCC for ProSecure?

Yes. Tokio Marine HCC–Cyber & Professional Lines Group has established CPLG™ Broker Portal, an online intuitive quoting platform to make the quoting process fast, easy, and hassle free.

How do I access the Tokio Marine HCC CPLG™ Broker Portal?

You can request access by contacting Tokio Marine HCC–Cyber & Professional Lines Group. Tokio Marine HCC will send you an email with instructions to register and set up your account. Once you've registered with Broker Portal, you'll be able to login here: <https://cplgbp.tmhcc.com/>.

What can I do through CPLG™ Broker Portal?

You can use Broker Portal to submit an application along with any additional subjectivities, obtain a quote, and request to bind coverage. Policy issuance will be available in the future; otherwise, once coverage has been bound, please allow 1-2 weeks for policy issuance.

Broker Portal is only available for Physician Practice submissions. Hospital and Healthcare Facility submissions can be sent to the following email address: ProAssuranceReferrals@tmhcc.com.

How will my ProSecure clients be invoiced?

With ProSecure, you control invoicing and collect premium payments. From CPLG™ Broker Portal, you can download the invoice to send to your client. You then collect the premium, retain your commission, and forward the amount due to Tokio Marine HCC–Cyber & Professional Lines Group at 16501 Ventura Blvd., Suite 200, Encino, California 91436. Payment can be made via the following methods: (1) regular mail, (2) overnight mail, (3) wire transfer, or (4) ACH.

How do my clients report claims?

Your clients can contact ProAssurance directly at 877-778-2524 or ClaimsIntake@ProAssurance.com.

After regular business hours, your clients can contact Tokio Marine HCC–Cyber & Professional Lines Group at 888-627-8995.

What is covered under ProSecure Cyber Liability?

ProSecure's enhanced cyber liability provides higher limits and additional protection for:

- **System Failure Coverage**—(1) Reasonable and necessary amounts incurred to recover and/or replace electronic data that is compromised, damaged, lost, erased, corrupted, or stolen and (2) Business income loss and interruption expenses incurred due to an unplanned outage, interruption, failure, suspension, or degradation of service of an insured computer system, including any such incident caused by a hacking attack.

- **Dependent System Failure Coverage—**
(1) Reasonable and necessary amounts incurred to recover and/or replace electronic data that is compromised, damaged, lost, erased, corrupted, or stolen and (2) Business income loss and extra expenses incurred due to an unplanned outage, interruption, failure, suspension, or degradation of service of a service provider computer system that is caused by specified cyber perils, including a denial of service attack, malicious code, and acts of cyber terrorism.

- **Multimedia Liability Coverage—**Liability resulting from the dissemination of online or offline media material, including claims alleging copyright/trademark infringement, libel, slander, plagiarism, or personal injury.

- **Cyber Extortion Coverage—**Extortion expenses incurred and extortion monies paid as a direct result of a credible cyber extortion threat.

- **Cyber Crime Coverage—**(1) Financial fraud, (2) telecom fraud including utilities fraud, and (3) phishing fraud.

- **Cyber Liability Coverage Enhancements—**

First Party Insuring Agreements:

- > **Bricking Loss Coverage:** Losses incurred to replace computer hardware or electronic equipment that becomes nonfunctional or useless (but not physically damaged) due to unauthorized or malicious reprogramming of software or firmware.
- > **Property Damage Loss Coverage:** Physical damage to property caused by or resulting from a hacking attack.
- > **Reward Expenses Coverage:** Reasonable amounts paid to an informant for information not otherwise available, which leads to the arrest and conviction of a person or group responsible for a privacy breach, security breach, system failure, cyber extortion threat, financial fraud, telecommunications fraud, or phishing attack.
- > **Court Attendance Costs Coverage:** Reasonable costs incurred to attend court, arbitration, mediation, or other legal proceedings or hearings as a witness in a claim.
- > **Breach Event Costs Outside the Limits Enhancement:** Provides that the Breach Event Costs Coverage limit will be paid separate from and in addition to the Maximum Policy Aggregate Limit of Liability.

Third Party Insuring Agreements:

- > **Property Damage Liability Coverage:** Liability for damages resulting from the failure to prevent or avoid property damage caused by a security breach or privacy breach.

- > **Telephone Consumer Protection Act (TCPA) Defense Coverage:** Defense of claims alleging violation of the TCPA, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the CAN-Spam Act, or any similar federal, state, local, or foreign law regulating the use of telephonic or electronic communications for solicitation purposes.

- > **Additional Defense Costs Limit:*** The first limit of liability applied to defense costs. The e-MD Additional Defense Costs limit will not reduce the Maximum Policy Aggregate Limit. Applies on an aggregate basis to all e-MD Third Party Insuring Agreements, except Bodily Injury Liability, Property Damage Liability, and TCPA Defense coverage (now included in all Cyber Liability options instead of optional coverage for purchase). Defense costs were inside the limit as the default, with the option to add defense costs outside of the liability limit for additional premium. Now they don't have to decide. All ProSecure cyber policies will have defense costs outside the limit.

*Does not apply to Regulatory Risk Coverage

- **PCI DSS Liability Coverage—**Liability for assessments, fines, or penalties imposed by banks or credit card companies due to non-compliance with the Payment Card Industry Data Security Standard (PCI DSS) or payment card company rules.
- **BrandGuard® Coverage—**Loss of net profit incurred as a direct result of an adverse media report or notification to affected individuals following a security breach or privacy breach.
- **Bodily Injury Liability Coverage—**Liability for damages resulting from the failure to prevent or avoid bodily injury caused by a security breach or privacy breach.
- **Security and Privacy Liability Coverage—**Liability resulting from a security breach or privacy breach, including failure to safeguard electronic or non-electronic confidential information.
- **Privacy Regulatory Defense and Penalties Coverage—**Regulatory fines and penalties and/or regulatory compensatory awards incurred in privacy regulatory proceedings/investigations brought by federal, state, local, or foreign governmental agencies.
- **Breach Event Costs Coverage—**Reasonable and necessary mitigation costs and expenses incurred as a result of a privacy breach, security breach, or adverse media report.

What are the qualifications for ProSecure Cyber Liability?

- Available only to insureds with medical professional liability coverage through ProAssurance
- Must not have experienced any cyber or privacy-related claims or incidents in the last five years
- Must have a firewall and anti-virus system in place
- Must be a solo physician practice, medical group, hospital, or healthcare facility

Contact Tokio Marine HCC–Cyber & Professional Lines Group Underwriting for risks that are outside of these requirements.

What is covered under ProSecure Regulatory Risk Protection?

ProSecure's Regulatory Risk Protection provides additional protection above our ProAssurance policy's existing Legal Defense and Medicare/Medicaid Billing coverages, including:

- **Legal Expense Reimbursement for Billing Errors Proceedings**—Broad definition of “billing errors” includes proceedings brought by governmental agencies, *qui tam* plaintiffs, contractors working on behalf of the government, and commercial payors alleging billing errors.
- **Legal Expense Reimbursement for Other Medical Regulatory Violations**—Coverage for actual or alleged violations of HIPAA (Patient Privacy), EMTALA (Emergency Medical Treatment and Active Labor Act), or Stark Law (anti-kickback laws). An option for additional legal expense coverage for disciplinary proceedings by a state medical board can be added via endorsement.
- **Regulatory Fines and Penalties**—Reimbursement of fines and penalties imposed by a governmental agency due to billing errors, or a violation of HIPAA, EMTALA, or Stark Law.
- **Optional Coverage Enhancement**—Damages sublimit provides reimbursement coverage for (1) settlement or resolution amounts other than restitution or regulatory fines and penalties, and (2) punitive, exemplary, or multiplied damages which the insured is legally obligated to pay as a result of a regulatory proceeding.

What are the qualifications for ProSecure Regulatory Risk Protection?

- Must be a ProAssurance insured
- Must not have any history of billing or medical regulatory claims or incidents in the past five years

Contact Tokio Marine HCC–Cyber & Professional Lines Group Underwriting for risks that are outside of these requirements.

ProAssurance

Contact your Business Development Representative or Underwriter
800-282-6242

Tokio Marine HCC–Cyber & Professional Lines Group Underwriting

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This communication provides a general product summary and should not be construed as a guarantee of coverage. Please refer to the policy for coverage details.

