



MUTUAL INSURANCE COMPANY
OF ARIZONA

e-Med PROTECTION

MICA's e-Med Protection Coverage provides Cyber Liability limits of \$100,000 per claim/\$100,000 aggregate, and MEDEFENSE coverage of \$25,000 per claim/\$25,000 aggregate at no additional premium. Higher limits are available for MEDEFENSE subject to Underwriting approval.

What if you:

- ▶ are contacted by Medicare or Medicaid advising you that you have been selected for a post-payment review of your billing practices?
- ▶ are investigated for alleged violations of the federal Anti-kickback Statute?
- ▶ are required to report the theft of a computer to the Department of Health and Human Services (HHS) and are then investigated for violations of HIPAA laws?
- ▶ receive a letter from HHS regarding a HIPAA complaint?
- ▶ are required to provide current and past patients with both notification about a breach of protected health information and credit monitoring services?



Coverage A – MEDEFENSE

Reimbursement of

Legal expenses, fines and penalties, and audit expenses incurred in billing errors proceedings brought by governmental agencies, qui tam plaintiffs, and commercial payers.

Legal expenses and fines and penalties incurred in any ADA proceeding, CLIA proceeding, EMTALA proceeding, HIPAA proceeding, OSHA proceeding or Stark proceeding.

Legal expenses arising out of a licensing board investigation or criminal investigation alleging gross negligence in the treatment of patients.

Tax audit expenses incurred from individual IRS audits.

Coverage B – Cyber Liability

Third Party Insuring Agreements

Security & Privacy Liability – Coverage for legal expenses and loss resulting from claims alleging liability arising out of a security breach or privacy breach, including allegations of failure to timely disclose a breach and violations of privacy regulations with respect to personally identifiable information.

Multimedia Liability – Coverage for legal expenses and loss resulting from claims alleging copyright or trademark infringement, libel or slander, or plagiarism arising out of dissemination of your media material. Covers both electronic and non-electronic media material.

TCPA Defense – Coverage for legal expenses resulting from claims alleging violation of the Telephone Consumer Protection Act or similar laws regulating the use of telephonic or electronic communications for solicitation purposes (\$10,000 Sublimit).

Privacy Regulatory Defense & Penalties – Where permitted, coverage for legal expenses, regulatory fines and penalties and/or regulatory compensatory awards resulting from privacy regulatory proceedings brought by federal or state governmental entities due to a privacy breach or security breach.

PCI DSS Assessment – Coverage for legal expenses and assessments (fines or penalties) imposed against you by banks or credit card companies alleging non-compliance with the Payment Card Industry Data Security Standard (PCI DSS).

If you are a victim of a cybersecurity attack or data breach, time is of the essence. Potential cyber-related claims should be reported as soon as possible.

- Call MICA at 800-352-0402 Monday – Friday | 8:30 a.m. to 5:00 p.m.
- For urgent matters that occur outside of regular business hours, contact Tokio Marine HCC's breach support team by calling 888-627-8995.

Please be prepared to identify yourself as a MICA policyholder and provide a policy number, if available. The Tokio Marine HCC Claim Department will work with MICA the next business day to collect any additional information regarding the incident. Note: expenses incurred are subject to coverage verification.

First Party Insuring Agreements

Breach Event Costs –



Privacy Breach Response Costs – Coverage for reasonable and necessary mitigation costs and expenses incurred by you prior to or following the publication of an adverse media report, including legal expenses, public relations expenses, and IT forensic expenses.



Breach Support and Credit Monitoring Expenses – Coverage for reasonable and necessary expenses incurred by you to provide support activity to parties affected by a privacy breach, including the costs to set up a call center and to provide up to 24 months of credit monitoring services, identity theft assistance services, and credit and identity repair and restoration services.



Notification Expenses – Coverage for reasonable and necessary expenses incurred by you in notifying parties affected by a security breach or a privacy breach, whether such notice is made voluntarily or to comply with privacy regulations, including printing costs, mailing and postage expenses, and the costs to engage a third party to mail notification letters and to prepare substitute or website notices.

Post Breach Remediation – Coverage for post-breach remediation costs incurred by you to mitigate the potential of a future security breach or privacy breach (\$10,000 Sublimit).

System Failure – Coverage for reasonable and necessary amounts incurred by you to recover and/or replace data that is compromised, damaged, lost, erased or corrupted due to an unplanned outage, interruption, failure, suspension, or degradation of service to an insured computer system. Coverage also extends to business income loss and interruption expenses incurred by you because of any of the above events.

Cyber Extortion – Coverage for reasonable and necessary extortion expenses incurred by you and extortion monies paid by you, as a direct result of a credible cyber extortion threat made against you.

BrandGuard® – Coverage for loss of revenue incurred by you as a direct result of an adverse media report or notification to parties affected by a security breach or privacy breach.

Cyber Crime – Coverage for losses incurred by you due to (1) wire transfer fraud, (2) fraudulent use of an insured telephone system, and (3) phishing schemes that impersonate your brand, products or services, including the costs of reimbursing your patients or clients for direct financial losses they sustain as a result of such phishing schemes (\$10,000 Sublimit).

Reward Expenses – Coverage for amounts paid by you to an informant for information leading to the arrest and conviction of persons responsible for a security breach, privacy breach, system failure, cyber extortion threat, financial fraud, telecommunications fraud, or phishing attack (\$10,000 Sublimit).

Court Attendance Costs – Coverage for actual loss of earnings and reasonable costs incurred by you to attend mediation sessions, arbitration proceedings, hearings, depositions, and trials relating to the defense of a claim covered under the cyber liability policy (\$10,000 Sublimit).

Questions?

Contact MICA's Customer Service at 602-808-2111 or 877-215-MICA or your MICA broker.



Reporting a Claim

- ▶ To report a claim, occurrence, or lawsuit, call the MICA Claim Department at 800-352-0402 or 602-956-5276. Policyholders can also report a claim to MICA 24/7 by logging in to their account via the website. Simply click "Report a Claim or Potential Claim" at the bottom of the page. Reporting will only take a few minutes, and our MICA claim staff will follow up.
- ▶ Policyholders should report any occurrence, claim, or lawsuit as soon possible. By reporting immediately, you may be able to recall crucial details. The first report of a claim must be made by telephone or by our online reporting tool.

Risk Management Resources

Learn how to mitigate risks with risk assessment tools, best practices, webinars and much more.

- ▶ On the MICA website, click on Member Portal to log in to your account
- ▶ Under the Action menu, click on e-Med Coverage link

All new and renewal policy coverage is subject to underwriting review and approval. e-Med Protection form number: MPL-0144.

This literature is a general description of coverage. This policy has limitations. For costs and complete details about MICA's e-Med Protection coverage, please contact MICA or your MICA broker.

Nevada disclaimer: e-Med Protection Coverage in Nevada does not include coverage for fines and penalties for EMTALA proceedings and Stark proceedings (per statutory requirement).

MICA has partnered with Tokio Marine HCC to administer and provide claims services.