

**PENNSYLVANIA PROFESSIONAL LIABILITY JOINT  
UNDERWRITING ASSOCIATION**

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## **SECTION I – General Rules**

### ***A. Eligibility***

Primary coverage is made available by the Association to those individuals and entities that qualify for such coverage from the Association under Section 732 of the Medical Care Availability and Reduction of Error Act ("The Act").

### ***B. Manual Rules***

Coverage is written in accordance with the rules, specialty classifications, territorial location and basic rates as set forth in this manual. Any exceptions are subject to Individual Risk Filing Rules of the Commonwealth of Pennsylvania.

### ***C. Procedures***

#### **1. Distribution System**

Any eligible health care provider may apply directly to the Association for professional liability insurance. This will not preclude the applicant retaining a licensed agent or broker to submit an application on their behalf. In such cases, the agent or broker submitting the application will be considered as the representative of the applicant since the Association does not license or have any agents or brokers representing it.

#### **2. Application**

A completed and signed application shall be submitted to the Association. The application will include an authorization for the Association to obtain underwriting and claim information from prior carriers as well as any information concerning prior professional activities from any hospital, medical staff, licensure board or other professional practice data source. A completed and signed renewal application shall be submitted to the Association prior to each policy renewal.

#### **3. Rating Information**

The Association shall rely on the information developed from the application including supplemental application information and from its claims and underwriting investigations for the purposes of determining the required premium. Coverage may not be made effective until the completed application including supplemental information is received, the necessary investigation is completed and the required premium is paid. However, subject to the payment of premium, a short term binder may be offered to allow the applicant to develop and submit the required information and allow the Association to determine the final premium based on the information submitted.

#### **4. Policy**

Policies on forms approved by the Insurance Department will be issued to applicants upon acceptance by the Association. Certificates evidencing insurance coverage will be issued to interested parties upon request of the insured. An interested party is considered to be a hospital, nursing home, HMO, PPO and any other practice or managed care program which the Association deems to have a legitimate interest in the coverage of the insured. A certificate will not be issued directly to the insured or any agent thereof.

## 5. Administrative Fee

If the insured elects to submit an application through a licensed agent or broker representing the insured, the Association will allow a handling fee equal to:

5% of the premium not to exceed \$10,000 for each policy issued to Hospital or Nursing Home health care providers; or

5% of the premium not to exceed \$2,500 for all other health care providers.

If coverage is cancelled during a binder period, the premium upon which the administrative fee is computed is the premium for the binder period.

## SECTION II - SCOPE OF COVERAGE, POLICY PERIOD AND LIMIT OF LIABILITY

Each policy is written for a period of one year. Short term policies may be issued to insureds who have received policy extensions from other carriers, or change coverage, classifications or territories mid-term or for which must be written to cover an eligible health care provider who needs coverage for only a specific period of time. Examples include those health care providers who are entering the Commonwealth of Pennsylvania for a specific assignment involving a specific period of time less than one year.

Limits of Insurance are provided in accordance with statutory requirements.

The scope of coverage is determined by policy provisions. The policy may be renewed by a renewal certificate.

### A. Coverage Forms and Declarations:

#### 1. Non-Institutional Coverage

Occurrence Coverage:

- Coverage Form PPLJUA OCC-P-001
- Declarations PPLJUA OC-D-001
- Renewal Certificate PPLJUA OCC-P-002

Claims Made Coverage:

- Coverage Form PPLJUA CM-P-001
- Declarations PPLJUA CMD -P-001
- Renewal Certificate PPLJUA CMD -002

#### 2. Institutional Coverage

Occurrence Coverage:

- Coverage Form HPL-1000A
- Declarations HPL-1000A
- Renewal Certificate PPLJUA OCC-H-002

Claims Made Coverage:

- Coverage Form PPLJUA CM-H-001
- Declarations PPLJUA CMD -H-001
- Renewal Certificate PPLJUA CMD-H -002

### B. Endorsements

#### 1. Specified Incident Exclusion

If a claims-made policy provides prior acts coverage, specific known incidents specified on the application that might lead to a claim are excluded using Exclusion – Specified Incident PPLJUA END-004.

#### 2. Applicable only to non-institutional coverage

Scope of Duties Limitation

An insured may specify coverage to be limited to Scope of Duties (in which case premium is calculated in accordance with the number of hours the employee

works for the named entity in accordance with rules elsewhere in this manual)  
Use endorsement Limitation – Scope of Duties PPLJUA END-001.

**Named Entity Exclusion**

An insured may indicate coverage is not to include work performed for a specified entity (in which case premium is calculated in accordance with the number of hours worked outside of the work to be excluded). Use endorsement Exclusion – Employment by Named Entity Endorsement PPLJUA END-002.

## **SECTION III - RATES AND PREMIUM CALCULATIONS**

### ***A. Surcharge Plan – All Health Care Providers, Except Hospitals (2 through 5 apply to Individuals only).***

All premiums shall be subject to surcharges based on disciplinary actions during the exposure period as indicated below. Within each of Categories 1 through 5 the highest single applicable surcharge shall be used.

#### **1. Licensing Board Disciplinary Procedure or Practicing/Operating without Insurance**

- a. Disciplinary procedure within the past 10 years, any:
  - 1) License revoked in any State - surcharge 100%.
  - 2) License suspended in any State - surcharge 75%.
  - 3) Probation invoked in any State - surcharge 50%.
  - 4) Publicly reprimanded in any State - surcharge 50%.
  - 5) Subjected to Fine in any State - surcharge 25%.
- b. During the past 5 years, any individual practicing or institution operating without insurance in Pennsylvania:
  - 1) If such period is less than 1 year (cumulative for all such periods) – surcharge 15%.
  - 2) If such period is greater than 1 year but less than 2 years (cumulative for all such periods) – surcharge 25%.
  - 3) If such period is greater than 2 years (cumulative for all such periods) – surcharge 50%.

#### **2. Hospital Disciplinary Proceedings**

Disciplinary proceedings within the past 10 years:

- a. Privileges revoked by any hospital - surcharge 100%.
- b. Privileges restricted or suspended by any hospital - 50%.

#### **3. Medicare or Medicaid Action**

Action within the past 10 years:

Ability to participate revoked, suspended, placed on probation or voluntarily surrendered - surcharge 50%.

#### **4. Federal Drug Enforcement Administration Action**

Action within the past 10 years:

License to dispense and/or prescribe drugs revoked, suspended or voluntarily surrendered - surcharge 50%.

## 5. Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act Action

Action within the past 10 years:

Guilty verdict or plea for violation of above act including nolo contendere plea - surcharge 50%.

## 6. Claims (Not applicable to Hospitals)

a. Surcharges are developed by determining the number of points assigned for all claims with incident dates in the eight years prior to the effective date.

b. Surcharge points shall be assigned as follows:

- |   |      |
|---|------|
| 1) Claims closed with an indemnity loss payment less than \$20,000 (including closed without payment) | 0.25 |
| 2) Open or closed claim with an indemnity loss payment greater than or equal to \$20,000              | 2.00 |
| 3) All other open claims  | 1.00 |

Points shall be determined based on the status of claims at the time of the evaluation date. For example, premiums will not be changed mid-term based on a closing of a claim or reporting of a new claim.

The following table determines the amount of the surcharge relating to claims or suits:

<i>Number of Points</i>	<i>Surcharge Percentage</i>
1	11% *
2	22%
3	33%
4	66%
5	100%
6	150%
7	190%

For fractional points between 1 and 7, the surcharge is assigned by interpolation. For each  $\frac{1}{4}$  point in excess of 7, add 7.5% to the 7 point surcharge.

\* 0% if the points is the result of one open claim.

## 7. Cumulative Impact of Two or More Applicable Surcharges

If surcharges from two or more sections are applicable, they will be added together to develop the total surcharge to be used.

Surcharge premium shall not be adjusted in the event of a change in indemnity loss payments or reserves.

### ***B. Non-Institutional Professional Liability***

The fixed cost charge referenced in this rule is shown on the page titled Physicians, Surgeons And Other Health Care Professionals (Uncapped Occurrence Loss Costs).

## **1. Procedure**

Determine the proper rate classification, territory and claims-made year, if applicable, for the applicant. This determines the rate for the insured. All such rates are on an annual basis.

If the insured qualifies for a short term policy as described in Section II above, the premium is calculated as below except that the underlying premium will be adjusted by the subtraction of the fixed costs from the base premium prior to the application of a pro-rata factor. The fixed cost charge will be added to the final premium developed for the insured.

The fixed cost charge is shown on the page titled Physicians, Surgeons And Other Health Care Professionals (Uncapped Occurrence Loss Costs).

## **2. Whole Dollar Premium Rule.**

The premium shall be rounded to the nearest whole dollar. A premium involving \$.50 or over shall be rounded to the next higher whole dollar. This procedure applies to endorsements or cancellations, as well as initial or renewal premiums.

## **3. Multiple Classifications or Territories.**

When two or more classification/territory combinations are applicable to an insured, the rate for the highest classification and the highest territory will apply.

## **4. Part-Time.**

Health care providers who advise the Association in writing prior to the effective date of coverage or during the policy term that they:

- a. practice an average of 16 or less hours per week, or
- b. work within their specialties (for which they are covered by another carrier) and only wish coverage for an average of 16 hours or less per week of their practice;

shall be charged a premium equal to 75% of the premium they would otherwise be charged for their classification. The average number of hours will be based on the practice for the entire policy term.

## **5. Classification/Territory/Hours of Work Change.**

- a. An insured who advises the Association of a change in classification and/or territory during a policy term, may have the in force policy endorsed, the appropriate premium change calculated reflecting the change in classification and/or territory issued.

No such action will be taken if a change to a lower rated classification and/or territory is for a period of less than 3 months. If the policy is so rated, and a request is made to return to the prior classification or rating territory within 3 months, the change will be made retroactive to the effective date of the endorsement.

Midterm changes in hours are handled as above in rule 4.

- b. Claims Made Coverage Options

If the insured changes to a different territory, specialty or hours of work, the insured may optionally elect one of the following options:

- 1) Purchase a tail for the expiring exposure and purchase a new policy starting at a one year claims made basis. If the new policy is a short-term policy, the rates used will be those applicable to the original policy.

- 2) Pay premium on a blended premium reflecting the 2 different exposures. The blended premium will be calculated by:
  - a) Determining the premium for the new exposure assuming a retroactive date equal to the change date, plus
  - b) The premium developed using the prior exposure at the current claims made year minus the premium developed from the prior exposure using the claims made year equal to the date of change.

## **6. Cancellation**

The Association may only cancel for nonpayment of premium or if the insured becomes ineligible for coverage due to the revocation or suspension of license to practice medicine.

The insured may request cancellation at any time. Cancellation will be effective no earlier than the date the Association receives written notice of the requested cancellation.

In the event of cancellation, the insured will be entitled to a refund equal to the paid premium less the retained premium.

a. The retained premium is the sum of:

- 1) the pro-rated earned premium;
- 2) the short rate penalty;
- 3) the excess administrative fee, if any; and
- 4) Association service charges.

However, in no event shall the sum of a. and b. above be less than the minimum premium.

b. The short rate penalty is the lesser of the following:

- 1) 5% of the pro-rated unearned premium; or
- 2) \$1,000.

c. The excess administrative fee is:

- 1) the actual administrative fee paid;

less

2) the administrative fee that would have been earned on the sum of the:

- a) pro-rated earned premium; and
- b) short rate penalty.

## **7. Premium Changes**

a. Prorate premium for all changes requiring additional or return premium, subject to any applicable policy minimum premium. Apply the rates and rules in effect at the inception of the current policy period.

b. Waive additional or return premium of \$25.00 or less. Grant any return premium due if requested by the insured. This waiver applies only to cash exchange due on an endorsement effective date.



## **8. Minimum Premium.**

The lowest premium amount for which insurance coverage may be written is \$1,000, regardless of the policy term or the classification or territory of the insured.

## **9. Professional Corporation, Professional Association or Partnership Coverage.**

A separate policy will be issued to cover the liability of the entity to be insured. Coverage for the individual liability of each member of the Corporation, Association or Partnership must be separately obtained.

The premium to be charged for each entity will be equal to the sum of 15% of the underlying premium for each Officer, Member, Principal, Employed Health Care Provider and independent contractor health care provider who provides professional services under contract to the insured entity, insured by the JUA.

If such individual is not insured by the JUA, 30% of the premium that would have been charged by the JUA will be added to the total. All underlying premium will include the basic premium as well as any surcharge applicable to the individual.

The underlying premium for each health care provider will be adjusted by the subtraction of the fixed costs from the base premium prior to the application of the 15% or 30% factor. A single fixed cost charge will be added to the total premium developed for the insured entity.

As used herein, an independent contractor includes any party providing professional medical services out of your office whether or not providing services directly on your behalf.

## **10. Professional Corporations, Professional Associations, Partnerships and Other Third Party Entities that Provide Health Care or Professional Medical Services to Inmates of Prisons and Other Detention Facilities**

A separate policy will be issued to cover the liability of the entity to be insured.

Coverage must be separately obtained for the individual liability of each officer, member, principal, partner, employed health care provider or independent contractor health care provider of the professional corporation, professional association, partnership and other third party entity.

The premium to be charged for each insured professional corporation, professional association, partnership and other third party entity shall be equal to the sum of 15% of the separately purchased underlying primary premium for each officer, member, principal, employed health care provider and independent contractor health care provider who provides under contract with the insured entity professional medical services at a prison site(s), or other detention facility(ies), for a weekly average of 8 or more hours, measured over the policy term, subject to the following adjustments:

- a. If an officer, member, principal, partner, employed health care provider or independent contractor health care provider who contracts with the insured entity is not insured by the Association, 30% of the separately purchased underlying primary premium that would have been charged by the Association shall apply in lieu of 15%.
- b. The 15% or 30% charge of separately purchased underlying premium, referred to in this rule, shall be applied on a pro-rata basis for each independent contractor health care provider who provides such professional medical services for less than a weekly average of 40 hours, measured over the policy term. For example, the premium

charged for each contractor health care provider insured by the Association working an average of 30 weekly hours shall be 11.25% of the separately purchased full time underlying primary premium (30 hours / 40 hours = .75 X 15% = 11.25%).

- c. The underlying premium for each health care provider will be adjusted by the subtraction of the fixed costs from the base premium prior to the application of the 15% or 30% factor. A single fixed cost charge will be added to the total premium developed for the insured entity.

All applicable surcharges described in this manual shall be added to the basic premium calculated in accordance with this rule, whenever appropriate.

As used herein, an independent contractor includes any party providing professional medical services out of your office whether or not providing services directly on your behalf.

## 11. Birth Centers.

The rate for a Birth Center will be calculated by computing the sum of 25% of the applicable premium for all health care providers who use the facility or who have an ownership interest if such provider is individually insured by the Association. If the individual provider is not insured by the Association, 50% of the applicable premium will be charged.

The underlying premium for each health care provider will be adjusted by the subtraction of the fixed costs from the base premium prior to the application of the 25% or 50% factor. A single fixed cost charge will be added to the total premium developed for the birth center.

## 12. New Physician, New Podiatrist, Resident and Fellow Discounts

- a. The rates for New Physicians, New Podiatrist, Residents or Fellows shall be determined by applying the following factors to the medical specialty rates otherwise applicable:

	Factor
First year of coverage	25%
Second year of coverage	50%
Third year of coverage	75%
Fourth and subsequent year	100%
Resident or Fellow *	50%

\* During their term in a medical residency or fellowship program

- b. Definitions

- 1) New Physician, New Podiatrist:

The first year of coverage for a new physician or podiatrist begins on the date medical liability coverage is first secured if such coverage is secured within six months after:

- a) the completion of (i) a residency program, or (ii) a fellowship program in their medical specialty; or
- b) the fulfillment of a military obligation in remuneration for medical school tuition.

Such physician or podiatrist must be either joining a medical group or opening their own medical practice.

If coverage is first secured more than six months after a) or b) above first occurs, the physician or podiatrist will be considered to be in the year of coverage that would apply if coverage had first been secured in accordance with the above.

- 2) Resident or Fellow is a physician or podiatrist participating in a medical, osteopathic or podiatry residency or fellowship program who:
  - a) has successfully completed the prescribed period of post graduate education that is necessary under applicable law to become eligible for unrestricted medical, osteopathic or podiatry licensure in the Commonwealth of Pennsylvania; and
  - b) has never been a licensed physician or podiatrist.

### 13. Claim Free Credit

The rates for individual health care providers that are claim free shall be determined by applying a factor of .85 (15% credit) to the medical specialty rates otherwise applicable. To qualify for this credit, the health care provider must qualify under all of the following rules:

- a. no other rating plan surcharges apply under the Surcharge Plan listed under Section III;
- b. documented claim free experience for the past 8 years; documentation can be in the form of:
  - 1) a report from the prior carrier or,
  - 2) if such report is unavailable because the health care provider was employed by others and covered under a policy providing coverage for a group of health care providers, documentation may be in the form of a letter or report from the employer;
- c. health care provider had continuous in-force coverage for past 8 years (including period of residency, if applicable); and
- d. Rule 4. Part time does not apply.

### 14. Definitions.

For classification assignment purposes, the following definitions apply:

- a. *Major Surgery*: Includes operations in or upon any body cavity, including but not limited to the cranium, thorax, abdomen, or pelvis; any other operation which, because of the condition of the patient, or the length or circumstances of the operation, presents a distinct hazard to life. It also includes treating ulcers exceeding Wagner Grade II, including those with localized infection; removal of tumors, open bone fractures, amputations; the removal of any gland or organ, plastic surgery, any other operation performed under general anesthesia and other procedures determined by the Association to be considered major surgery.
- b. *Minor Surgery*: Any operation not defined as Major surgery. Minor surgery also includes specialists who assist in major surgery on their own patients and any procedure determined by the Association to be extra hazardous.
- c. *Surgery (Podiatrist)*: Surgery is any procedure that requires any form of anesthesia (topical, local, regional, general, or I.V. gaseous sedation). Surgical debridement of ligaments, tendons and/or bone are surgical procedures. Procedures listed below under *No Surgery (Podiatrist)* are not surgical procedures.
- d. *No Surgery*: The term no surgery applies to general practitioners and specialists who do not perform obstetrical procedures or surgery (other than incision of boils and superficial abscesses, or suturing of skin and superficial fascia), and who do not

ordinarily assist in surgical procedures and do not perform any of the procedures determined to be extra-hazardous by the Association.

- e. *No Surgery (Podiatrist)*: nail surgery or excise superficial skin lesions, as long as an incision below the dermis is not required. Therefore, the excision of warts, molluscum, contagiosum and papilloma is covered. Treating ulcers (not exceeding Wagner Grade II), including those with localized infection is a non-surgical procedure.

Post-operative treatment is considered part of a surgical procedure.

## **C. Institutional Professional Liability – Hospital, Nursing Home and Primary Health Center**

### **1. Basis of Premium**

Each basis of premium is defined below and the unit of exposure indicated. Basis of premium is indicated under each manual classification.

Beds means the daily average number of occupied beds, cribs and bassinets used for patients during the policy period. The unit of exposure is each bed, computed by dividing the sum of the daily numbers of beds, cribs and bassinets used for patients for each day of the policy period, by the number of days in such period.

Visits means the total number of visits to the institution (regardless of the number of visits to particular departments within such institution) by outpatients (patients not receiving bed and board services), during the policy period. The unit of exposure is each 100 visits.

The rates in the rating tables develop the Occurrence Premium. If the policy is on a Claims-Made basis, apply rule 2, otherwise continue to step 3.

### **2. Claims Made Coverage**

Apply the following factors to the Occurrence Premium based on the year of risk:

Year of Coverage Factor	
1	16.8%
2	46.8%
3	86.2%
4	92.4%
5+	99.2%

### **3. Advance Premium and Audit**

Advance Premium is computed by multiplying the rates in effect at policy inception by exposures and includes any applicable additional charges. The resulting premium for each coverage is then multiplied by a composite modification, if applicable, computed by multiplying the experience modification by the IRPM (if applicable).

The Association may audit the policy premium at policy expiration. Premium is then computed based on actual units of exposure for the policy period. If the total earned premium is less than the advance premium paid by the insured for the annual period, the Association returns the difference to the insured; otherwise, the Association bills the insured for the difference. Payment is due upon notice of the Association's billing.

#### 4. Premium Changes

- a. Prorate premium for all changes requiring additional or return premium, subject to any applicable policy minimum premium. Apply the rates and rules in effect at the inception of the current policy period.
- b. Waive additional or return premium of \$25.00 or less. Grant any return premium due if requested by the insured. This waiver applies only to cash exchange due on an endorsement effective date.

#### 5. Minimum Premium

The minimum policy-writing premium is the lowest amount for which coverage may be written.

<i>Minimum Premium</i>	<i>Facility</i>
\$8,000	Hospital
\$3,000	All Other

#### 6. Cancellations

The Association may only cancel for nonpayment of premium or if the license to provide medical care is suspended or revoked.

The insured may request cancellation at any time. Cancellation will be effective no earlier than the date the Association receives written notice of the requested cancellation.

In the event of cancellation, the insured will be entitled to a refund equal to the paid premium less the retained premium.

- a. The retained premium is the sum of:
  - 1) the pro-rated earned premium;
  - 2) the excess administrative fee, if any; and
  - 3) Association service charges.

However, in no event shall a. above be less than the minimum premium.

- b. The earned premium is determined by multiplying the sum of the units of exposure for the period in force by the applicable rates.
- c. The excess administrative fee is:
  - 1) the actual administrative fee paid;  
less
  - 2) the administrative fee that would have been earned on the pro-rated earned premium.

#### 7. Whole Dollar Premium Rule

The premium for each separate exposure is rounded to the nearest whole dollar. A premium of \$.50 or over is rounded the next higher whole dollar. This rule applies to all interim premium adjustments, including endorsements or cancellations.

#### 8. Experience Rating Plan - Hospitals

- a. Eligibility

This plan may be applied to policies affording Institutional Professional Liability (IPL) coverage for Hospitals.

b. Determination of Experience Modification

- 1) Experience Period. The experience period is the five policy years ending at least one year prior to the policy effective date or, if the experience for such period is not available, the total experience available, subject to a minimum of one complete policy year. Experience data from other companies or self-insurance may be used if it is considered reliable.
- 2) Premium. The experience period premium (EPP) is the sum of the premiums computed by extending the present exposures for IPL at present occurrence rates for limits of \$100,000 per medical incident or occurrence (no aggregate), regardless of the limits of liability used in rating during the experience period. This experience period premium is then modified by trend factors (TF). The premium is also modified by claims-made factors (CMF) for years under a claims-made policy, if any.
  - a) Trend Factor (TF): Multiply premium by the factors shown in Table I at the end of this section.
  - b) Claims-Made Factor (CMF): If any of the experience periods were under claims-made coverage; multiply premium by the factors shown in Table I.
- 3) Losses. The experience period losses are the sum of the paid and outstanding losses (Indemnity) and allocated loss adjustment expenses for all policy years. Indemnity for any single claim is limited to \$100,000; allocated loss adjustment expense (ALAE) for any single claim is limited to \$50,000. Each policy year's losses are modified to reflect the ultimate level of losses. The loss development amount added to the limited reported losses is determined by multiplying each year's earned premium by the applicable loss percent unreported factor (PUF) shown in Table I.
- 4) Actual Loss Ratio. The actual loss ratio is determined by dividing the total of losses subject to experience rating (as determined in 3) above) by the total of the experience period premium (EPP) subject to experience rating (as determined in 2) above).
- 5) Credibility. The credibility factor (CF) is displayed in the table in Table I and is based upon the total of the experience period premium (EPP) subject to experience rating.

## 9. Nursing Home Surcharge Plan

a. Applicability

Nursing homes that fail to obtain Commercial General Liability Insurance (CGL) providing unrestricted coverage for injury to patients or residents, at limits of insurance equal to or exceeding those provided by the Association, shall be subject to the following Nursing Home Surcharge Plan.

b. Steps

Step 1 Obtain documentation of unrestricted CGL coverage. The applicant shall submit a certificate of insurance from the CGL insurer containing a provision promising thirty (30) days advance notice to the Association prior to the termination of coverage, or similar documentation acceptable to the Association.

Steps 2 through 6 shall be followed for those applicants failing to submit documentation of unrestricted CGL coverage (including coverage for injury to patients or residents.)

Step 2 Determine Surcharge rating territory from Table II at the end of this section

Step 3 Determine Loss Costs from Table II

Step 4 Determine Annual Gross Sales

Gross Sales means:

1. The gross amount charged by the named insured, concessionaries of the named insured or by others trading under the insureds name for:
  - a. Operations performed during the policy period;
  - b. All charitable donations and contributions;
  - c. All goods or products sold or distributed;
  - d. Rentals; and
  - e. Dues and fees.

Step 5 Determine Surcharge

The surcharge shall be determined by application of the following:

Loss Costs (Step 3) times each 1000 unit of Gross Sales (Step 4) equals Surcharge

Formula: Loss Costs X Gross Sales = Surcharge

## 10. Definitions

a. Hospital

Hospitals are facilities treating all general or special medical and surgical cases, including sanitariums with surgical operating room facilities.

b. Mental Health / Mental Rehabilitation

Mental Health and Mental Rehabilitation are facilities that provide non-surgical medical intervention for:

- 1) short term crisis stabilization for mental health and substance abuse; and
- 2) long-term mental health rehabilitation.

This includes facilities that assist individuals to develop or improve task and role-related skills, and social and environmental supports needed to perform as successfully and independently as possible at home, family, school, work, socialization, recreations and other community living roles and environments.

c. Extended Care

All beds located within a hospital, licensed by the state and utilized for patients requiring either skilled nursing care or the supervision of skilled nursing care on a continuous and extended basis.

d. Outpatient Surgical

Outpatient Surgical Facilities are facilities that provide surgical procedures on an outpatient (same day) basis. Beds are used primarily for recovery purposes, and overnight stays, if any, are the exception.

e. Health Institutions

Health Institutions are facilities that provide non-surgical medical treatment other than as described above under Mental Health / Mental Rehabilitation.

f. Home Health Care

Home Health Care Services are organizations which provide nursing, physical therapy, housekeeping and related services to patients at their residences.

g. Convalescent Facilities

Convalescent Facilities are free-standing facilities which provide skilled nursing care and treatment for patients requiring continuous health care, but do not provide any hospital services (such as surgery); and 50% or more of their patients are under 65.

h. Skilled Nursing Facilities

Skilled Nursing Facilities are free-standing facilities which provide the same service as a Convalescent Facility, except that more of their patients are over 65.

i. Personal Care Facilities

Personal Care Facilities are free-standing facilities which provide health-related personal care, residential and social care with some routine health care, but not continuous skilled nursing care. Residents are primarily or exclusively over 65. Personal care facilities are not eligible for coverage.

j. Sanitariums or Health Institutions – Not Hospital or Mental-Psychopathic Institutions.

Sanitariums or Health Institutions – not hospitals or mental psychopathic institutions are facilities with regular bed and board accommodations, and with laboratory or medical departments, but not risks with surgical operating room facilities even though designated as sanitariums or health institutions.

k. Primary Health Center

Primary Health Center means a community-based non-profit corporation meeting standards prescribed by the Department of Health, which provides preventive, diagnostic, therapeutic, and basic emergency health care by licensed practitioners who are employees of the corporation or under contract to the corporation.



**TABLE I - EXPERIENCE RATING PLAN – HOSPITALS**

**Trend Factor (TF)**

<b>Experience Period Year</b>	<b>IPL Factor</b>
Latest Policy Year	0.89
Second Latest Policy Year	0.84
Third Latest Policy Year	0.79
Fourth Latest Policy Year	0.75
Fifth Latest Policy Year	0.70

**Claims-Made Factor (CMF):**

<b>Year Under Claims-Made Coverage</b>	<b>IPL Factor</b>
<i>First</i>	.225
<i>Second</i>	.495
<i>Third</i>	.868
<i>Fourth</i>	.927
<i>Fifth</i>	.946

**Loss Percentage Unreported Factor (PUF)**

<i>MONTHS</i>	PUF OCC	PUF C-M	<i>MONTHS</i>	PUF OCC	PUF C-M
18	0.772	0.317	48	0.105	0.018
21	0.737	0.220	51	0.086	0.016
24	0.701	0.122	54	0.066	0.014
27	0.621	0.101	57	0.047	0.011
30	0.541	0.079	60	0.027	0.009
33	0.461	0.058	63	0.023	0.007
36	0.381	0.036	66	0.018	0.005
39	0.312	0.031	69	0.013	0.002
42	0.243	0.027	72	0.009	0.000
45	0.174	0.023			

**Territories 1 and 4  
Credibility Factor Table**

Experience Period Premium	Credibility	Experience Period Premium	Credibility	Experience Period Premium	Credibility
\$ 4,954	0.01	\$ 264,108	0.35	\$ 1,091,729	0.69
\$ 10,010	0.02	\$ 275,899	0.36	\$ 1,144,469	0.70
\$ 15,170	0.03	\$ 288,064	0.37	\$ 1,200,847	0.71
\$ 20,437	0.04	\$ 300,621	0.38	\$ 1,261,252	0.72
\$ 25,815	0.05	\$ 313,590	0.39	\$ 1,326,131	0.73
\$ 31,308	0.06	\$ 326,991	0.40	\$ 1,396,001	0.74
\$ 36,918	0.07	\$ 340,847	0.41	\$ 1,471,460	0.75
\$ 42,651	0.08	\$ 355,180	0.42	\$ 1,553,208	0.76
\$ 48,510	0.09	\$ 370,016	0.43	\$ 1,642,064	0.77
\$ 54,499	0.10	\$ 385,382	0.44	\$ 1,738,999	0.78
\$ 60,622	0.11	\$ 401,307	0.45	\$ 1,845,164	0.79
\$ 66,885	0.12	\$ 417,822	0.46	\$ 1,961,947	0.80
\$ 73,291	0.13	\$ 434,960	0.47	\$ 2,091,022	0.81
\$ 79,847	0.14	\$ 452,757	0.48	\$ 2,234,440	0.82
\$ 86,556	0.15	\$ 471,252	0.49	\$ 2,394,729	0.83
\$ 93,426	0.16	\$ 490,487	0.50	\$ 2,575,055	0.84
\$ 100,461	0.17	\$ 510,507	0.51	\$ 2,779,425	0.85
\$ 107,668	0.18	\$ 531,361	0.52	\$ 3,012,990	0.86
\$ 115,052	0.19	\$ 553,102	0.53	\$ 3,282,488	0.87
\$ 122,622	0.20	\$ 575,789	0.54	\$ 3,596,903	0.88
\$ 130,383	0.21	\$ 599,484	0.55	\$ 3,968,484	0.89
\$ 138,342	0.22	\$ 624,256	0.56	\$ 4,414,381	0.90
\$ 146,509	0.23	\$ 650,180	0.57	\$ 4,959,366	0.91
\$ 154,891	0.24	\$ 677,339	0.58	\$ 5,640,598	0.92
\$ 163,496	0.25	\$ 705,822	0.59	\$ 6,516,467	0.93
\$ 172,333	0.26	\$ 735,730	0.60	\$ 7,684,293	0.94
\$ 181,413	0.27	\$ 767,172	0.61	\$ 9,319,248	0.95
\$ 190,745	0.28	\$ 800,268	0.62	\$ 11,771,682	0.96
\$ 200,340	0.29	\$ 835,153	0.63	\$ 15,859,072	0.97
\$ 210,209	0.30	\$ 871,976	0.64	\$ 24,033,851	0.98
\$ 220,364	0.31	\$ 910,904	0.65	\$ 48,558,189	0.99
\$ 230,817	0.32	\$ 952,121	0.66	\$ >48,558,189	1.00
\$ 241,583	0.33	\$ 995,837	0.67		
\$ 252,675	0.34	\$ 1,042,284	0.68		

## Territories 2 and 3

### Credibility Factor Table

Experience Period Premium	Credibility	Experience Period Premium	Credibility	Experience Period Premium	Credibility
\$ 2,623	0.01	\$ 139,814	0.35	\$ 577,939	0.69
\$ 5,299	0.02	\$ 146,055	0.36	\$ 605,859	0.70
\$ 8,031	0.03	\$ 152,495	0.37	\$ 635,704	0.71
\$ 10,819	0.04	\$ 159,143	0.38	\$ 667,681	0.72
\$ 13,666	0.05	\$ 166,008	0.39	\$ 702,027	0.73
\$ 16,574	0.06	\$ 173,102	0.40	\$ 739,014	0.74
\$ 19,544	0.07	\$ 180,437	0.41	\$ 778,961	0.75
\$ 22,579	0.08	\$ 188,025	0.42	\$ 822,237	0.76
\$ 25,680	0.09	\$ 195,879	0.43	\$ 869,275	0.77
\$ 28,850	0.10	\$ 204,014	0.44	\$ 920,590	0.78
\$ 32,092	0.11	\$ 212,444	0.45	\$ 976,792	0.79
\$ 35,407	0.12	\$ 221,186	0.46	\$ 1,038,615	0.80
\$ 38,799	0.13	\$ 230,259	0.47	\$ 1,106,945	0.81
\$ 42,269	0.14	\$ 239,680	0.48	\$ 1,182,867	0.82
\$ 45,821	0.15	\$ 249,471	0.49	\$ 1,267,721	0.83
\$ 49,458	0.16	\$ 259,654	0.50	\$ 1,363,182	0.84
\$ 53,182	0.17	\$ 270,252	0.51	\$ 1,471,371	0.85
\$ 56,997	0.18	\$ 281,292	0.52	\$ 1,595,016	0.86
\$ 60,906	0.19	\$ 292,801	0.53	\$ 1,737,682	0.87
\$ 64,913	0.20	\$ 304,811	0.54	\$ 1,904,127	0.88
\$ 69,022	0.21	\$ 317,355	0.55	\$ 2,100,834	0.89
\$ 73,236	0.22	\$ 330,468	0.56	\$ 2,336,883	0.90
\$ 77,559	0.23	\$ 344,192	0.57	\$ 2,625,387	0.91
\$ 81,996	0.24	\$ 358,569	0.58	\$ 2,986,018	0.92
\$ 86,551	0.25	\$ 373,648	0.59	\$ 3,449,685	0.93
\$ 91,230	0.26	\$ 389,481	0.60	\$ 4,067,908	0.94
\$ 96,036	0.27	\$ 406,125	0.61	\$ 4,933,420	0.95
\$ 100,976	0.28	\$ 423,646	0.62	\$ 6,231,689	0.96
\$ 106,056	0.29	\$ 442,113	0.63	\$ 8,395,470	0.97
\$ 111,280	0.30	\$ 461,607	0.64	\$ 12,723,031	0.98
\$ 116,656	0.31	\$ 482,214	0.65	\$ 25,705,716	0.99
\$ 122,190	0.32	\$ 504,034	0.66	\$ >25,705,716	1.00
\$ 127,889	0.33	\$ 527,176	0.67		
\$ 133,761	0.34	\$ 551,764	0.68		

## TABLE II Nursing Home Surcharge Plan

### Surcharge Rating Territory

ALLEGHENY COUNTY REMAINDER territory comprises the remainder of Allegheny County outside of the city of Pittsburgh	003
ERIE territory comprises the entire city of Erie and all territory within five miles of the city limits including all of the following townships in Erie County: Greene                      Millcreek Harborcreek              Summit and also the borough of Wesleyville	009
HARRISBURG territory comprises the entire city of Harrisburg and all territory within five miles of the city limits, including all of the following townships in Dauphin County: Londonderry              Susquehanna Lower Paxton              Swatara Lower Swatara and also the following boroughs Highspire              Paxtang              Steelton Middletown              Penbrook              Uniontown Royalton and all of the following townships in Cumberland County East Pennsboro              Lower Allen              Hampden and also the following boroughs: Camp Hill              New Cumberland              West Fairview Lemoyne              Shiremanstown              Wormleysburg and the township of Fairview in York County	010
LACKAWANNA COUNTY	004
LEHIGH COUNTY	005
LUZERNE COUNTY	004
NORTHAMPTON COUNTY	005
PENNSYLVANIA DUTCH COUNTY territory comprises the following counties: Adams    Juniata Bedford    Lancaster Berks (excluding area in Reading territory)              Lebanon Cumberland (excluding area in Harrisburg territory)              Mifflin Perry Dauphin (excluding area in Harrisburg territory)              Snyder Union Franklin    York (excluding area in Fulton    Harrisburg territory) Huntingdon	012
PHILADELPHIA territory comprises all of Philadelphia County	001

PHILADELPHIA SUBURBAN territory comprises all of the following townships in Bucks County: 007

Bensalem	Lower Makefield	Middletown
Bristol	Lower Southampton	Upper
Falls		Southampton

and also the following boroughs

Bristol	Morrisville	Tullytown
Hulmeville	Penndel (formerly	Yardley
Langhorne	So. Langhorne)	

all of the following townships in Montgomery County

Abington	Lower Moreland	Upper Merion
Bridgeport	Norristown	West Norriton
Cheltenham	Plymouth	Whitemarsh
East Norriton	Springfield	Whitpain
Lower Merion	Upper Dublin	

and also the following boroughs

Ambler	Conshohocken	Narberth
Bryn Athyn	Jenkintown	Rockledge
		West
		Conshohocken

the townships of Treddyffrin and Easttown in Chester County and all of Delaware County except the townships of

Birmingham	Edgemont
Concord	Thornbury

PITTSBURGH territory comprises all area within the limits of the city of Pittsburgh 002

READING territory comprises the entire city of Reading and all territory within five miles of the city limits including all of the following townships in Berks County 010

Alsace	Exeter	Robeson
Bern	Lower Alsace	South Heidelberg
Cumru	Lower Heidelberg	Spring
	Muhlenberg	

and also the following boroughs

Birdsboro	Shillington	West Lawn
Kenhorst	Sinking Spring	West Leesport
Laureldale	St. Lawrence	West Reading
Mohnton	Temple	Wyomissing
Mount Penn	Wernersville	Wyomissing Hills

WASHINGTON COUNTY 011

WESTMORELAND COUNTY 011

REMAINDER OF STATE 013

**Surcharge Loss Costs**

<i>Territory</i>	<i>Effective Loss Costs</i>
001	10.19
002	3.89
003	5.03
004	3.87
005	2.74
007	5.67
009	3.03
010	1.60
011	3.31
012	1.66
013	3.33

## **D. Individual Risk Premium Modification Plan (IRPM)**

### **1. Applicable to Podiatrists, Physicians & Surgeons**

The individual risk Premium Modification Plan (IRPM) may be used to recognize individual risk characteristics identified through the experience and judgment of the underwriter that are expected to influence the probability of future losses. The modification must acknowledge risk characteristics, especially recent improvements or increased exposures not considered in or recognized by the manual rates, including experience rating.

The professional liability premium resulting after the application of all other modifications will be multiplied by the credit or debit produced by the application of this plan. The maximum net credit or debit is 50%.

The underwriting file will include specific criteria and document particular circumstances to support the resulting modification.

Criteria	Modification	
	Credit	Debit
A. Record Keeping	25%	25%
1. Quality – detail, legibility		
2. Length of time records have been kept		
3. Record retention policies		
B. Procedures	25%	25%
Procedures differ from those anticipated by class		
C. Patient Procedures	25%	25%
1. Phone call follow-ups		
2. Referrals to others – procedures, enforcement		
3. Informed consent procedures		
4. Patient education		
5. Procedures to avoid drug interaction		
6. Discharge instructions		
D. Continuing Education	15%	15%
Participation in continuing education programs which include risk management topics		
E. Risk Management Techniques	20%	20%
Implementation of risk management techniques consistent with specialty		
F. Telephone Protocol	5%	5%
G. Cooperation	10%	10%
1. With insurance carrier		
2. Coordination with other physicians		
3. Business reputation		
H. Staffing (adequacy, employee selection, specialties [licensed recreational and/or physical therapists] qualifications, training, supervision and experience)	10%	10%
I. Incomplete Information or Prior Loss History	0%	50%
Incomplete Information or Loss history not documented by loss runs from prior carrier(s).		

## 2. Applicable to Certified Nurse Midwives

The individual risk Premium Modification Plan (IRPM) may be used to recognize individual risk characteristics identified through the experience and judgment of the underwriter that are expected to influence the probability of future losses. The modification must acknowledge risk characteristics, especially recent improvements or increased exposures not considered in or recognized by the manual rates, including experience rating.

The professional liability premium resulting after the application of all other modifications will be multiplied by the credit or debit produced by the application of this plan. The maximum net credit or debit is 50%.

The underwriting file will include specific criteria and document particular circumstances to support the resulting modification.

Criteria	Modification	
	Credit	Debit
A. Procedures	25%	25%
Procedures differ from those anticipated by class		
B. Incomplete Information or Prior Loss History	0%	50%
Incomplete information or loss history not documented by loss runs from prior carrier(s).		

## 3. Applicable to Hospital, Nursing Home and Primary Health Center Health Care Providers

The individual risk Premium Modification Plan (IRPM) may be used to recognize individual risk characteristics identified through the experience and judgment of the underwriter that are expected to influence the probability of future losses. The modification must acknowledge risk characteristics, especially recent improvements or increased exposures not considered in or recognized by the manual rates, including experience rating.

The institutional professional liability premium resulting after the application of all other modifications will be multiplied by the credit or debit produced by the application of this plan. The maximum net credit or debit is 50%.

The underwriting file will include specific criteria and document particular circumstances to support the resulting modification.



INDIVIDUAL RISK PREMIUM MODIFICATION PLAN  
 INSTITUTIONAL PROFESSIONAL LIABILITY  
 Hospital or Health Care Center Professional Liability

Criteria	Range of Modification	
	<i>Credit</i>	<i>Debit</i>
A. Management	25%	25%
1. Quality/Consistency/Stability		
2. Cooperation with insurer		
3. Safety/Loss Control/Equipment/Maintenance		
4. Security		
5. Financial Condition		
B. Risk Management Program	25%	25%
1. Administrative and Medical Staff commitment/involvement as exhibited by an established and enforced policy statement.		
2. Existence of an effective management-level risk management committee and/or position.		
3. Utilization of an incident/event reporting/trending/analysis system in all high risk areas of the facility including surgical, obstetrical, and emergency services to generate data for use in the medical staff reappointment process and quality assurance/risk management efforts.		
4. Institution/Patient Interaction.		
a. Utilization of satisfaction surveys;		
b. Existence of patient dispute resolution program.		
C. Professional Services/Operations	25%	25%
D. Continuing Education	5%	5%
Existence of continuing education programs which include risk management topics for nursing, physicians, administration, governing board and department heads.		
E. Compliance with Applicable Regulations	10%	10%
1. OSHA regulations regarding employee exposure to blood-borne pathogens (e.g., Hepatitis B vaccination, protective barrier equipment).		
2. CLIA regulation for on-site laboratory testing.		
3. Federal regulations regarding mammography testing (including training and credentialing of technicians).		
F. Medical Professional Staffing (including qualifications /continuing education)	25%	25%
G. Other Staffing (employee selection, training, supervision and experience)	15%	15%
H. Incomplete information or loss history not documented by loss runs from prior carrier(s).	0%	50%

INDIVIDUAL RISK PREMIUM MODIFICATION PLAN  
NURSING HOME PROFESSIONAL LIABILITY

Criteria	Range of Modification	
	<i>Credit</i>	<i>Debit</i>
A. Management	25%	25%
1. Quality/Consistency/Stability		
2. Cooperation with insurer		
3. Safety/Loss Control/Equipment/Maintenance		
4. Security		
5. Financial Condition		
B. Risk Management Program	25%	25%
1. Administrative and Medical Staff commitment/involvement as exhibited by an established and enforced policy statement.		
2. Existence of an effective management-level risk management committee and/or position.		
3. Utilization of an incident/event reporting/trending/analysis system to generate data for use in quality assurance/risk management efforts.		
4. Institution/Resident Interaction.		
a. Assessments (initial and regular updates);		
b. Utilization of satisfaction surveys;		
c. Existence of resident complaint resolution program.		
C. Continuing Education	15%	15%
Existence of continuing education programs which include risk management topics for nursing staff, administration, governing board and department heads.		
D. Compliance with Applicable Regulations	35%	35%
1. OSHA regulations regarding employee exposure to blood-borne pathogens (e.g., Hepatitis B vaccination, protective barrier equipment).		
2. Federal and state regulations regarding review of drug regimens, and procurement, storage, distribution, use and disposal of drugs.		
E. Staffing (adequacy, employee selection, specialties [licensed recreational and/or physical therapists] qualifications, training, supervision and experience)	25%	25%
F. Incomplete information or loss history not documented by loss runs from prior carrier(s).	0%	50%

#### 4. Applicable to Professional Corporations, Professional Associations or Partnerships

The individual risk Premium Modification Plan (IRPM) may be used to recognize individual risk characteristics identified through the experience and judgment of the underwriter that are expected to influence the probability of future losses. The modification must acknowledge risk characteristics, especially recent improvements or increased exposures not considered in or recognized by the manual rates, including experience rating.

The professional liability premium resulting after the application of all other modifications will be multiplied by the credit or debit produced by the application of this plan. The maximum net credit or debit is 50%.

The underwriting file will include specific criteria and document particular circumstances to support the resulting modification.

Criteria	Modification	
	Credit	Debit
A. Exposures Exposures differ from those contemplated by the rating plan	25%	25%
B. Risk Management Techniques Implementation of risk management techniques consistent with type of practice	20%	20%
C. Cooperation 1. With insurance carrier 2. With regulatory agencies	10%	10%
D. Staffing (adequacy, employee selection, specialties, qualifications, training, supervision and experience)	25%	25%
E. Gaps in Coverage	0%	25%
F. Incomplete Information or Prior Loss History Incomplete information or loss history not documented by loss runs from prior carrier(s).	0%	50%

## 5. Applicable to Birth Centers

The individual risk Premium Modification Plan (IRPM) may be used to recognize individual risk characteristics identified through the experience and judgment of the underwriter that are expected to influence the probability of future losses. The modification must acknowledge risk characteristics, especially recent improvements or increased exposures not considered in or recognized by the manual rates, including experience rating.

The professional liability premium resulting after the application of all other modifications will be multiplied by the credit or debit produced by the application of this plan. The maximum net credit or debit is 50%.

The underwriting file will include specific criteria and document particular circumstances to support the resulting modification.

Criteria	Modification	
	Credit	Debit
A. Exposures Exposures differ from those contemplated by the rating plan	25%	25%
B. Risk Management Techniques Implementation of risk management techniques consistent with type of practice	20%	20%
C. Cooperation 1. With insurance carrier 2. With regulatory agencies	10%	10%
D. Staffing (adequacy, employee selection, specialties, qualifications, training, supervision and experience)	25%	25%
E. Incomplete Information or Prior Loss History Incomplete information or loss history not documented by loss runs from prior carrier(s).	0%	50%

# PHYSICIANS, SURGEONS AND OTHER HEALTH CARE PROFESSIONALS CLASSIFICATIONS

## CLASS 005 - Physicians-No Surgery

This classification generally applies to specialists hereafter listed who do not perform obstetrical procedures or surgery (other than incision of boils and superficial abscesses or suturing of skin and superficial fascia), who do not assist in surgical procedures, and who do not perform any of the procedures determined to be extra-hazardous by the Association.

JUA Codes	Specialty Description
00534	Administrative Medicine - No Surgery
00508	Hematology - No Surgery
00582	Pharmacology – Clinical
00537	Physicians – Practice Limited to Acupuncture (other than acupuncture anesthesia)
00556	Utilization Review
00599	Physicians Not Otherwise Classified – No Surgery (NOC)

## CLASS 006 Physicians-No Surgery

This classification generally applies to specialists hereafter listed who do not perform obstetrical procedures or surgery (other than incision of boils and superficial abscesses or suturing of skin and superficial fascia), who do not assist in surgical procedures, and who do not perform any of the procedures determined to be extra-hazardous by the Association.

JUA Codes	Specialty Description
00689	Aerospace Medicine
00602	Allergy/Immunology – No Surgery
00674	Geriatrics – No Surgery
00688	Independent Medical Examiner
00609	Industrial/Occupational Medicine – No Surgery
00687	Laryngology – No Surgery
00649	Nuclear Medicine – No Surgery
00685	Nutrition
00624	Occupational Medicine – Including MRO or Employment Physicals
00612	Ophthalmology – No Surgery
00613	Orthopedics – No Surgery
00665	Otolaryngology or Otorhinolaryngology – No Surgery
00684	Otology – No Surgery
00617	Preventive Medicine – No Surgery
00618	Proctology – No Surgery
00619	Psychiatry – No Surgery, including Psychoanalysts who treat physical ailments, perform electro-convulsive procedures or employ extensive drug therapy.
00650*	Psychoanalysts who do not treat physical ailments
00621	Rehabilitation/Physiatry – No Surgery

- 00645 Rheumatology – No Surgery
- 00681 Rhinology – No Surgery
- 00623 Urology – No Surgery
- 00699 Physicians Not Otherwise Classified - No Surgery (NOC)

\* This classification applies to physicians who do not perform electro-convulsive procedures and whose use of medication is minimal in order to support the analytic treatment and is never the primary or sole form of treatment shall be eligible for this classification. Except, practitioners of this medical specialty are ineligible for this classification if 25% or more of their patients receive medication

**CLASS 007** Physicians-No Surgery

This classification generally applies to specialists hereafter listed who do not perform obstetrical procedures or surgery (Other than incision of boils and superficial abscesses or suturing of skin and superficial fascia), who do not assist in surgical procedures, and who do not perform any of the procedures determined to be extra-hazardous by the Association.

JUA Codes	Specialty Description
00737	Endocrinology – No Surgery
00758	Hematology/Oncology – No Surgery
00786	Neoplastic Diseases – No Surgery
00741	Nephrology – No Surgery
00743	Oncology – No Surgery
00715	Pathology – No Surgery
00799	Physicians Not Otherwise Classified - No Surgery (NOC)

**CLASS 010** Physicians-No Surgery

This classification generally applies to specialists hereafter listed who do not perform obstetrical procedures or surgery (other than incision of boils and superficial abscesses or suturing of skin and superficial fascia), who do not assist in surgical procedures, and who do not perform any of the procedures determined to be extra-hazardous by the Association.

JUA Codes	Specialty Description
01035	Bariatrics – No Surgery
01004	Dermatology – Excluding Major Surgery
01007	Gynecology – No Surgery
01067	Pediatrics – No Surgery
01098	Physicians - Practice limited to Hair Transplants (Plug or Flap Technique or Split Mini Grafts)
01089	Psychosomatic Medicine
01020	Public Health – No Surgery
01059	Radiation Oncology Excluding Deep Radiation – No Surgery
01088	Reproductive Endocrinology – No Surgery – No Obstetrical Delivery
01005	Sports Medicine - No Surgery
01099	Physicians Not Otherwise Classified - No Surgery (NOC)

### CLASS 012 Physicians-No Surgery

This classification generally applies to specialists hereafter listed who do not perform obstetrical procedures or surgery (other than incision of boils and superficial abscesses or suturing of skin and superficial fascia), who do not assist in surgical procedures, and who do not perform any of the procedures determined to be extra-hazardous by the Association.

JUA Codes	Specialty Description
01206	Gastroenterology – No Surgery
01253	Radiology excluding Deep Radiation –No Surgery
01299	Physicians Not Otherwise Classified - No Surgery (NOC)

### CLASS 015 Physicians-No Surgery

This classification generally applies to specialists hereafter listed who do not perform obstetrical procedures or surgery (other than incision of boils and superficial abscesses or suturing of skin and superficial fascia), who do not assist in surgical procedures, and who do not perform any of the procedures determined to be extra-hazardous by the Association.

JUA Codes	Specialty Description
01582	Anesthesiology - Pain Management Only - No Surgery
01520	General or Family Practice – No Surgery
01522	Hospitalist - No Surgery
01540	Infectious Diseases – No Surgery
01589	Intensive Care Medicine
01510	Internal Medicine – No Surgery
01541	Neonatology – No Surgery
01545	Pulmonary Medicine – No Surgery
01559	Radiation Oncology – including Deep Radiation – No Surgery
01599	Physicians Not Otherwise Classified - No Surgery (NOC)

### CLASS 017 – Physicians – Surgeons - Specialists

This classification generally applies to specialists hereafter listed who perform minor surgery; who perform extra-hazardous medical techniques as determined by the Association; or who assist in major surgery on their own patients.

JUA Codes	Specialty Description
01755	Ophthalmology – Surgery
01799	Physicians Not Otherwise Classified – Excluding major surgery (NOC)

### CLASS 020 Physicians Surgeons – Specialists

This classification generally applies to specialists hereafter listed who perform minor surgery; who perform extra-hazardous medical techniques as determined by the Association; or who assist in major surgery on their own patients.

JUA Codes	Specialty Description
02002	Allergy – Excluding Major Surgery
02083	Anesthesiology - Other than Pain Management only - Excluding Major Surgery
02022	Cardiology – No Surgery or Excluding major surgery - No Catheterization Other than Swan-Ganz
02037	Endocrinology – Excluding Major Surgery
02038	Geriatrics – Excluding Major Surgery
02007	Gynecology – Excluding Major Surgery
02008	Hematology – Excluding Major Surgery
02009	Industrial Medicine – Excluding Major Surgery
02089	Neoplastic Diseases – Excluding Major Surgery
02042	Nephrology – Excluding Major Surgery
02049	Nuclear Medicine – Excluding Major Surgery
02028	Obstetrics – Excluding Major Surgery
02029	Obstetrics/Gynecology, No Obstetrical Delivery – Excluding Major Surgery
02043	Oncology – Excluding Major Surgery
02013	Orthopedics – Excluding Major Surgery
02065	Otolaryngology/Otorhinolaryngology – Excluding Major Surgery
02087	Otology – Excluding Major Surgery
02015	Pathology – Excluding Major Surgery
02016	Pediatrics – Excluding Major Surgery
02017	Preventive Medicine – Excluding Major Surgery
02018	Proctology – Excluding Major Surgery
02019	Psychiatry – Excluding Major Surgery
02020	Public Health – Excluding Major Surgery
02044	Pulmonary Medicine – Excluding Major Surgery
02069	Pulmonary Medicine – No Surgery except Bronchoscopy
02053	Radiology including Deep Radiation – No Surgery
02021	Rehabilitation/Physiatry – Excluding Major Surgery
02086	Reproductive Endocrinology – Excluding Major Surgery – No Obstetrical Delivery
02085	Rhinology – Excluding Major Surgery
02023	Urology – Excluding Major Surgery
02068	Wound Care Physician - Excluding Major Surgery
02099	Physicians Not Otherwise Classified - Excluding major surgery (NOC)



### CLASS 022 - Physicians - Surgeons - Specialists

This classification generally applies to specialists hereafter listed who perform minor surgery; who perform extra-hazardous medical techniques as determined by the Association; or who assist in major surgery on their own patients.

JUA Codes	Specialty Description
02223	Cardiology – Including Right Heart or Left Heart Catheterization
02206	Gastroenterology – Excluding Major Surgery
02221	General or Family Practice – Excluding Major Surgery
02210	Internal Medicine – Excluding major surgery
02259	Radiation Oncology – Excluding Major Surgery
02260	Radiology including interventional radiology – Excluding Major Surgery
02299	Physicians Not Otherwise Classified- Excluding major surgery (NOC)

### CLASS 025 – Physicians – Surgeons - Specialists

This classification generally applies to specialists hereafter listed who perform minor surgery; who perform extra-hazardous medical techniques as determined by the Association; or who assist in major surgery on their own patients.

JUA Codes	Specialty Description
02540	Infectious Diseases – Excluding Major Surgery
02511	Neurology – Excluding Major Surgery
02599	Physicians Not Otherwise Classified – Excluding major surgery (NOC)

### CLASS 030 - Physicians - Surgeons - Specialists

This classification generally applies to specialists hereafter listed; and to other specialists who assist in major surgery on other than their own patients; who perform normal obstetrical deliveries; or who perform extra-hazardous medical techniques as determined by the Association.

JUA Codes	Specialty Description
03017	General or Family Practice – Assist in Major Surgery on Other Than Their Own Patients or Performing Normal Obstetrical Deliveries
03007 *	Gynecology – Assist in Major Surgery on other than own patients
03010	Internal Medicine – Assist in Major Surgery on other than own patients
03029	Obstetrics/Gynecology, Assist in Major Surgery on Other Than Their Own Patients - No obstetrical delivery
03043	Oncology – Including Major Surgery
03018	Proctology – Major Surgery
03045	Urological Surgery
03099	Surgeons Not Otherwise Classified (NOC)

\* Obstetrical delivery is rated as Class 08029.

### CLASS 035 - Physicians – Surgeons – Specialists

This classification generally applies to Urgent Care physicians and other specialists who work in an urgent care environment more than eight (8) hours per week or 50% or more of medical practice insured by the JUA, physicians who work in a prison environment more than eight (8) hours per week or 50% or more of medical practice insured by the JUA; or to specialists hereafter listed.

JUA Codes	Specialty Description
03591	Laryngology – Including Major Surgery
03590	Otology – Including Major Surgery
03565	Otorhinolaryngology or Otolaryngology – Including Major Surgery
03586	Prison Physicians – Excluding major surgery
03570	Rhinology – Including Major Surgery
03531	Urgent Care incl. Emergency Medicine, Fast Track and similar services - Excluding Major Surgery
03599	Physicians Not Otherwise Classified (NOC)

### CLASS 050 Surgeons - Specialists

This classification generally applies to specialists hereafter listed.

JUA Codes	Specialty Description
05015	Colon-Rectal Surgery if 75% or more of total Surgical Practice
05004	Dermatology – Major Surgery (including such plastic and cosmetic surgery that is consistent with the Dermatology medical specialty)
05007	Gynecology – Major Surgery
05089	Reproductive Endocrinology – Major Surgery – No Obstetrical Delivery
05099	Surgeons Not Otherwise Classified (NOC)

### CLASS 060 Surgeons - Specialists

This classification generally applies to specialists hereafter listed.

JUA Codes	Specialty Description
06047	Colon-Rectal Surgery when 26% or more of the physician's surgical practice is for non colon-rectal surgery
06030	Plastic Surgery
06099	Surgeons Not Otherwise Classified (NOC)

### CLASS 070 Surgeons - Specialists

This classification generally applies to specialists hereafter listed.

JUA Codes	Specialty Description
07089	Abdominal – Major Surgery
07003	Cardiac Surgery
07053	Cardio-thoracic Surgery
07046	Cardiovascular Surgery
07048	Cardio-Vascular-Thoracic Surgery
07088	Endocrinology – Major Surgery

07087	Gastroenterology – Major Surgery
07017	General or Family Practice - Major Surgery
07001	General Practice – Major Surgery
07043	General Surgery and Internal Medicine - Major Surgery
07086	Geriatrics – Major Surgery
07025	Thoracic Surgery
07084	Trauma – Major Surgery
07054	Vascular and Thoracic Surgery
07099	Surgeons Not Otherwise Classified (NOC)

**CLASS 080 Surgeons - Specialists**

This classification generally applies to specialists hereafter listed.

JUA Codes	Specialty Description
08001	General Practice – Major Surgery
08028	Obstetrics – Major Surgery
08029	Obstetrics/Gynecology, Full Range of Procedures
08089	Perinatology, including C-sections, Amniocentesis and Episiotomies
08087	Reproductive Endocrinology – Major Surgery – Including Obstetrical Delivery
08099	Surgeons Not Otherwise Classified (NOC)

**CLASS 090 - Surgeons – Specialists**

This classification generally applies to specialists hereafter listed.

JUA Codes	Specialty Description
09013	Orthopedic Surgery
09085	Peripheral Vascular Surgery
09026	Vascular Surgery
09099	Surgeons Not Otherwise Classified (NOC)

**CLASS 100 - Surgeons - Specialists**

This classification generally applies to specialists hereafter listed.

JUA Codes	Specialty Description
10011	Neurosurgery
10099	Surgeons Not Otherwise Classified (NOC)

**CLASS 120 - Podiatrists-Non-Surgical**

JUA Codes	Specialty Description
12001	Podiatry – No Surgery (Mcare Fund Code 80993)

**CLASS 130 - Podiatrists - Surgical**

JUA Codes	Specialty Description
13001	Podiatry – Surgery (Mcare Fund Code 80994)

CLASS 802 - Additional Charges: Other

JUA Codes	Specialty Description
80402	Birth Centers
80250	Corporate/Association/Partnership Liability (Mcare Fund Code 80999)
80289	Prison Corporate/Association/Partnership/Other Third Party Entities Liability (Mcare Fund Code 80999)

CLASS 900 - Certified Nurse Midwives

JUA Codes	Specialty Description
90009	Certified Nurse Midwife (CNM) (Mcare Fund Code 80116)

## SECTION IV – Special Coverage Options

### **A. All Options**

For all of the special coverage options, the premium is determined as follows:

1. Non-Institutional Professional Liability
  - a. If the insured is not a Professional Corporation, Professional Association, Partnership or Birth Center, apply the applicable factor from the Tail and Gap Factors table to the Annual Uncapped Occurrence Loss Costs shown in the Rate Pages.
  - b. If the insured is a Professional Corporation, Professional Association, Partnership or Birth Center, apply the applicable factor in the rules above to the Annual Uncapped Occurrence Loss Costs shown in the Rate Pages for each individual to be rated. Total the results.
  - c. Divide the result of a. or b. by 1.00 minus the Variable Expense Load shown in the Rate Pages.
  - d. Add the Fixed Cost Load to the result in c. to determine the premium.
  - e. If the result in d. is below the minimum premium, the minimum premium applies.
2. Institutional Professional Liability  
Apply the applicable factor from the Tail and Gap Factors table to the premium determined in the rules above. If the result of this calculation is below the minimum premium, the minimum premium applies.
3. None of the special coverage options may be cancelled after the coverage is bound unless it is later determined that the insured was not eligible for the coverage.

### **B. Extended Reporting Period Coverage**

If the Association restricts an insured's coverage, the insured cancels the policy, or the insured does not renew coverage with the Association, the insured will be given the opportunity to purchase Extended Reporting Period coverage.

Policyholders of another carrier (including an insolvent carrier) may also be eligible for claims made insurance for claims arising out of patient injury that, subject to the terms and conditions of the Associations' coverage, would have been covered under the insolvent carrier's policy, had the insolvent carrier's policy been in effect at the time the claim was made.

1. The policyholder must have been insured by the JUA within the past 60 days, another solvent carrier or an insolvent carrier until within 60 days of the carrier's liquidation order; and
2. The policyholder must currently:
  - a. have coverage with another carrier, or
  - b. if an individual, be retired, or
  - c. if an institution, partnership or corporation, no longer be in business or be dissolved.
3. The factor for this coverage is determined based on the months since 1<sup>st</sup> covered accident date using the column for months since last accident date equal to 0.
4. For non-institutional risks, use Coverage Form PPLJUA ERP-P 001 with Declarations PPLJUA ERD-P 001.
5. For Institutional risks, use Declarations and Coverage Form PPLJUA ERP-H 001.

### **C. Tail Replacement Coverage**

1. Those former policyholders of an insolvent carrier may be eligible for claims made insurance for claims arising out patient injury that, subject to the terms and conditions of

the Associations' coverage, would have been covered under the insolvent carrier's policy extension had that policy extension continued in effect until its expiration.

The factor for this coverage is determined based on the months since 1<sup>st</sup> covered accident date and the months since last covered accident date.

2. For non-institutional risks, use Coverage Form PPLJUA RTC-P 001 with Declarations PPLJUA RTD-P 001.
3. For Institutional risks, use Declarations and Coverage Form PPLJUA RTC-H 001.

#### **D. Excess Insurance Coverage**

1. Those former policyholders of an insolvent carrier may be eligible for excess claims made insurance for claims arising from professional health care services rendered by the former policyholder while insured by the insolvent carrier during a prior time period for which the policyholder had an occurrence policy with the insolvent carrier. Subject to the terms and conditions of the Associations' coverage, coverage applies to patient injury that would have been covered under the insolvent carrier's policy had that policy been in effect when the claim was made.

The insurance is excess over \$300,000 and applies to the layer of coverage the insured had remaining under the prior insurance.

The factor for this coverage is determined as follows:

For each different layer of coverage required,

- a. Determine the factor based on the months since 1<sup>st</sup> covered accident date and the months since last covered accident date.
- b. multiply the factor determined in a. above by the following factor based on the layer of coverage:

\$ 100,000 excess of \$ 300,000 .10

\$ 200,000 excess of \$ 300,000 .19

- c. add the amounts determined in a. and b. above for each layer required

2. For non-institutional risks, use Coverage Form PPLJUA EXC-P 001 with Declarations PPLJUA EXC-P 001.
3. For Institutional risks, use Declarations and Coverage Form PPLJUA EXC-H 001.

#### **E. Prior Acts Coverage**

1. Those former policyholders of an insolvent carrier to which the Pennsylvania Insurance Guarantee Association does not apply may be eligible for claims made insurance for claims arising from professional health care services rendered by the former policyholder while insured by the insolvent carrier during a prior time period for which the policyholder had an occurrence policy with the insolvent carrier. Subject to the terms and conditions of the Associations' coverage, coverage applies to patient injury that would have been covered under the insolvent carrier's policy had that policy been in effect when the claim was made.
2. The factor for this coverage is determined based on the months since 1<sup>st</sup> covered accident date and the months since last covered accident date.
3. For non-institutional risks, use Coverage Form PPLJUA Pacts-P 001 with Declarations PPLJUA Pacts-P 001.
4. For Institutional risks, use Declarations and Coverage Form PPLJUA Pacts-H 001.

## RATE PAGES

### *Physicians, Surgeons And Other Health Care Professionals (Occurrence)*

MEDICAL PROFESSIONAL LIABILITY

#### Annual Occurrence Rates

\$ 500,000 per occurrence / \$ 1,500,000 per annual aggregate

Class	Territory						
	1	2	3	4	5	6	7
005	4,243	2,309	2,703	3,324	3,573	2,838	3,324
006	8,310	4,099	4,956	6,309	6,851	5,249	6,221
007	14,812	6,960	8,558	11,082	12,092	9,105	11,082
010	10,682	5,143	6,270	8,051	8,763	6,656	8,051
012	30,762	13,978	17,395	22,790	24,948	18,564	21,404
015	21,972	10,110	12,525	16,337	17,862	13,351	15,616
017	21,506	9,905	12,267	15,995	17,487	13,074	15,853
020	24,916	11,405	14,156	18,498	20,236	15,097	17,252
022	34,532	15,637	19,483	25,557	27,986	20,799	23,481
025	37,519	16,951	21,138	27,749	28,893	22,570	24,468
030	34,109	15,450	19,249	25,246	27,645	20,548	23,938
035	51,478	23,093	28,871	37,995	41,265	30,848	34,246
050	44,678	20,101	25,104	33,004	36,164	26,816	32,523
060	52,092	23,363	29,211	38,446	42,139	31,212	38,267
070	82,509	36,746	46,062	60,772	66,655	49,249	58,428
080	102,525	45,554	57,151	75,464	82,789	61,119	69,988
090	55,121	24,696	30,889	40,669	44,581	33,008	40,669
100	158,466	70,168	88,143	116,524	127,877	94,292	111,901
120	4,984	2,635	3,114	3,868	4,170	3,277	3,868
130	36,058	16,308	20,328	26,676	27,683	21,704	23,024
900	33,071	14,994	18,674	24,484	26,434	19,933	21,993

#### RATING TERRITORY – County

- Territory 1: Philadelphia
- Territory 2: Remainder of State
- Territory 3: Allegheny, Armstrong, Beaver, Carbon, Clearfield, Dauphin, Jefferson, Washington
- Territory 4: Delaware, Fayette, Luzerne, Mercer
- Territory 5: Lackawanna
- Territory 6: Bucks, Chester, Columbia, Crawford, Erie, Lawrence, Lehigh, Monroe, Montgomery, Northampton, Schuylkill, Westmoreland
- Territory 7: Blair

**Physicians, Surgeons And Other Health Care Professionals  
(1<sup>st</sup> Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

**Annual 1st Year Claims Made Rates**

\$ 500,000 per occurrence / \$ 1,500,000 per annual aggregate

Class	Territory						
	1	2	3	4	5	6	7
005	1,370	1,045	1,111	1,216	1,258	1,134	1,216
006	2,053	1,346	1,490	1,717	1,808	1,539	1,717
007	3,146	1,827	2,095	2,519	2,689	2,187	2,519
010	2,452	1,521	1,711	2,010	2,130	1,776	2,010
012	5,825	3,006	3,580	4,486	4,849	3,776	4,440
015	4,349	2,356	2,762	3,402	3,658	2,900	3,402
017	5,042	2,321	2,718	3,413	3,595	3,015	3,345
020	5,042	2,574	3,036	3,765	4,057	3,194	3,765
022	6,659	3,284	3,931	4,951	5,359	4,152	4,951
025	6,961	3,505	4,209	5,319	5,764	4,449	4,969
030	7,052	3,253	3,891	4,899	5,302	4,217	4,899
035	9,306	4,537	5,508	7,041	7,654	5,840	7,041
050	9,704	4,105	4,875	6,570	6,733	5,802	6,202
060	12,112	5,124	5,814	8,200	8,200	7,243	7,243
070	18,799	7,952	9,023	12,727	12,727	11,242	11,242
080	20,968	8,869	10,259	14,195	14,566	12,538	13,335
090	14,255	6,030	6,843	9,651	9,651	8,525	8,525
100	30,013	12,695	15,465	20,319	22,141	17,948	20,233
120	1,495	1,100	1,180	1,307	1,358	1,208	1,307
130	6,715	3,397	4,073	5,139	5,525	4,304	4,719
900	6,213	3,176	3,795	4,771	5,161	4,006	4,541

**RATING TERRITORY – County**

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- Territory 5: Lackawanna
- Territory 6: Bucks, Chester, Columbia, Crawford, Erie, Lawrence, Lehigh, Monroe, Montgomery, Northampton, Schuylkill, Westmoreland
- Territory 7: Blair



**Physicians, Surgeons And Other Health Care Professionals  
(2<sup>nd</sup> Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

\$ 500,000 per occurrence / \$ 1,500,000 per annual aggregate

Class	Territory						
	1	2	3	4	5	6	7
005	2,406	1,501	1,685	1,976	2,092	1,748	1,976
006	4,309	2,339	2,740	3,373	3,627	2,877	3,373
007	7,353	3,678	4,426	5,607	6,079	4,682	5,607
010	5,419	2,827	3,355	4,188	4,521	3,535	4,188
012	14,817	6,962	8,561	11,086	12,096	9,108	10,491
015	10,703	5,152	6,282	8,066	8,780	6,669	7,783
017	10,485	5,056	6,161	7,906	8,604	6,539	7,892
020	12,081	5,758	7,045	9,078	9,891	7,486	8,547
022	16,582	7,738	9,539	12,381	13,518	10,154	11,462
025	17,979	8,353	10,313	13,407	14,109	10,983	11,925
030	16,383	7,651	9,429	12,235	13,358	10,037	11,676
035	24,512	11,228	13,932	18,202	19,786	14,857	16,501
050	21,330	9,828	12,169	15,866	17,345	12,970	15,695
060	24,799	11,354	14,091	18,413	20,142	15,028	18,383
070	39,034	17,618	21,977	28,861	31,615	23,469	27,817
080	48,402	21,739	27,167	35,737	39,165	29,024	33,228
090	26,217	11,978	14,877	19,453	21,284	15,868	19,453
100	74,582	33,259	41,671	54,954	60,267	44,549	52,843
120	2,753	1,654	1,877	2,231	2,372	1,954	2,231
130	17,295	8,052	9,934	12,905	13,429	10,578	11,249
900	15,898	7,437	9,160	11,879	12,845	9,749	10,766

RATING TERRITORY – County

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- Territory 5: Lackawanna
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- Territory 7: Blair

**Physicians, Surgeons And Other Health Care Professionals  
(3<sup>rd</sup> Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

\$ 500,000 per occurrence / \$ 1,500,000 per annual aggregate

Class	Territory						
	1	2	3	4	5	6	7
005	3,766	2,100	2,439	2,975	3,189	2,555	2,975
006	7,272	3,642	4,381	5,548	6,014	4,634	5,502
007	12,877	6,108	7,486	9,662	10,532	7,958	9,662
010	9,317	4,542	5,514	7,049	7,663	5,846	7,049
012	26,626	12,158	15,103	19,754	21,614	16,111	18,635
015	19,049	8,824	10,905	14,192	15,507	11,617	13,629
017	18,647	8,647	10,683	13,897	15,183	11,379	13,832
020	21,587	9,941	12,311	16,055	17,552	13,122	15,043
022	29,876	13,588	16,904	22,139	24,233	18,038	20,432
025	32,450	14,721	18,330	24,029	25,122	19,565	21,284
030	29,511	13,427	16,701	21,871	23,939	17,821	20,826
035	44,483	20,015	24,996	32,861	35,815	26,700	29,744
050	38,622	17,436	21,749	28,559	31,282	23,224	28,252
060	45,012	20,248	25,289	33,249	36,433	27,014	33,221
070	71,232	31,784	39,815	52,494	57,566	42,562	50,660
080	88,486	39,376	49,374	65,159	71,473	52,794	60,660
090	47,623	21,397	26,736	35,166	38,538	28,562	35,166
100	136,707	60,593	76,088	100,553	110,339	81,389	96,915
120	4,405	2,381	2,793	3,444	3,704	2,934	3,444
130	31,191	14,166	17,632	23,104	24,065	18,818	20,037
900	28,616	13,034	16,206	21,214	22,986	17,291	19,145

RATING TERRITORY – County

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- Territory 7: Blair

**Physicians, Surgeons And Other Health Care Professionals  
(4<sup>th</sup> Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

\$ 500,000 per occurrence / \$ 1,500,000 per annual aggregate

Class	Territory						
	1	2	3	4	5	6	7
005	3,980	2,194	2,557	3,132	3,361	2,682	3,132
006	7,738	3,847	4,639	5,890	6,390	4,910	5,826
007	13,747	6,491	7,968	10,300	11,233	8,473	10,300
010	9,930	4,812	5,854	7,499	8,157	6,210	7,499
012	28,484	12,976	16,133	21,118	23,112	17,213	19,886
015	20,362	9,402	11,633	15,156	16,565	12,396	14,527
017	19,931	9,212	11,394	14,840	16,218	12,141	14,746
020	23,082	10,599	13,140	17,153	18,758	14,009	16,041
022	31,968	14,508	18,063	23,675	25,919	19,279	21,809
025	34,728	15,723	19,592	25,700	26,898	20,915	22,723
030	31,577	14,336	17,846	23,387	25,604	19,046	22,232
035	47,625	21,398	26,737	35,167	38,278	28,563	31,777
050	41,343	18,633	23,256	30,556	33,476	24,838	30,182
060	48,193	21,647	27,051	35,584	38,997	28,900	35,501
070	76,298	34,014	42,622	56,213	61,650	45,566	54,170
080	94,794	42,152	52,868	69,789	76,557	56,534	64,875
090	50,992	22,879	28,602	37,638	41,253	30,560	37,638
100	146,483	64,895	81,504	107,728	118,218	87,186	103,686
120	4,665	2,495	2,937	3,635	3,914	3,088	3,635
130	33,377	15,128	18,843	24,709	25,700	20,114	21,387
900	30,618	13,914	17,315	22,683	24,544	18,478	20,432

RATING TERRITORY – County

- Territory 1: Philadelphia
- Territory 2: Remainder of State
- Territory 3: Allegheny, Armstrong, Beaver, Carbon, Clearfield, Dauphin, Jefferson, Washington
- Territory 4: Delaware, Fayette, Luzerne, Mercer
- Territory 5: Lackawanna
- Territory 6: Bucks, Chester, Columbia, Crawford, Erie, Lawrence, Lehigh, Monroe, Montgomery, Northampton, Schuylkill, Westmoreland
- Territory 7: Blair

**Physicians, Surgeons And Other Health Care Professionals  
(5<sup>th</sup> Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

\$ 500,000 per occurrence / \$ 1,500,000 per annual aggregate

Class	Territory						
	1	2	3	4	5	6	7
005	4,215	2,297	2,688	3,304	3,551	2,821	3,304
006	8,249	4,072	4,923	6,265	6,802	5,213	6,173
007	14,700	6,911	8,496	11,000	12,002	9,039	11,000
010	10,603	5,108	6,226	7,993	8,699	6,609	7,993
012	30,522	13,872	17,262	22,614	24,754	18,421	21,220
015	21,802	10,035	12,431	16,213	17,726	13,250	15,484
017	21,340	9,832	12,175	15,874	17,353	12,976	15,717
020	24,723	11,321	14,049	18,357	20,080	14,982	17,104
022	34,262	15,518	19,334	25,359	27,769	20,639	23,278
025	37,225	16,822	20,975	27,533	28,701	22,396	24,255
030	33,842	15,333	19,101	25,050	27,430	20,390	23,729
035	51,072	22,914	28,646	37,697	40,902	30,607	33,946
050	44,327	19,946	24,910	32,746	35,881	26,608	32,239
060	51,682	23,182	28,984	38,144	41,809	30,969	37,930
070	81,855	36,459	45,700	60,292	66,128	48,862	57,910
080	101,712	45,196	56,701	74,866	82,133	60,637	69,366
090	54,686	24,504	30,649	40,350	44,230	32,751	40,350
100	157,205	69,613	87,444	115,598	126,860	93,544	110,902
120	4,951	2,621	3,095	3,844	4,143	3,257	3,844
130	35,775	16,184	20,172	26,469	27,270	21,536	22,826
900	32,813	14,880	18,531	24,295	26,204	19,779	21,804

RATING TERRITORY – County

- Territory 1: Philadelphia
- Territory 2: Remainder of State
- Territory 3: Allegheny, Armstrong, Beaver, Carbon, Clearfield, Dauphin, Jefferson, Washington
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- Territory 6: Bucks, Chester, Columbia, Crawford, Erie, Lawrence, Lehigh, Monroe, Montgomery, Northampton, Schuylkill, Westmoreland
- Territory 7: Blair

## Institutions (Occurrence Rates)

Annual Rates

### Hospitals

(\$500,000 / \$2,500,000 Limits) Class Code 80612		Territory			
Exposure Base	Classification	1	2	3	4
Per Occupied Bed	Hospital (acute care)	7,600.44	3,374.58	4,225.83	6,756.80
Per Occupied Bed	Mental Health/Mental Rehabilitation	3,803.48	1,688.75	2,114.73	3,381.28
Per Occupied Bed	Extended Care	338.37	150.23	188.13	300.80
Per Occupied Bed	Outpatient Surgical	7,600.44	3,374.58	4,225.83	6,756.80
Per Occupied Bed	Health Institution	1,522.70	676.07	846.62	1,353.66
Per 100 Visits	Emergency	759.73	337.33	422.41	675.40
Per 100 Visits	Other	303.89	134.93	168.97	270.16
Per 100 Visits	Mental Health/Mental Rehabilitation	189.95	84.32	105.58	168.84
Per 100 Visits	Extended Care	16.86	7.50	9.36	15.01
Per 100 Visits	Outpatient Surgical	759.73	337.33	422.41	675.40
Per 100 Visits	Health Institution	113.94	50.60	63.36	101.30
Per 100 Visits	Home Health Care	189.95	84.32	105.58	168.84

### Nursing Homes

(\$500,000 / \$1,500,000 Limits)

		Territory			
Exposure Base*	Classification	1	2	3	4
Per Occupied Bed	80924 Convalescent Facilities	516.81	229.49	287.37	459.46
Per Occupied Bed	80923 Skilled Nursing Facilities	425.63	188.99	236.65	378.39

\* Co-mingled personal care beds that are not separated (by floor, wing, building or otherwise sectioned off) from skilled or convalescence beds will be rated in accordance with the appropriate facility.

### Primary Health Centers

(\$500,000 / \$1,500,000 Limits)

(\$500,000 / \$1,500,000 Limits)			Territory			
Exposure Base	Classification		1	2	3	4
Per 100 Visits	80614 Emergency		747.59	331.91	415.67	664.60
Per 100 Visits	80614 Other		299.04	132.76	166.27	265.85
Per 100 Visits	80614 Mental Health/Mental Rehabilitation		186.92	83.00	103.93	166.18
Per 100 Visits	80614 Outpatient Surgical		747.59	331.91	415.67	664.60
Per 100 Visits	80614 Home Health Care		186.92	83.00	103.93	166.18

RATING TERRITORY - County

Territory 1: Delaware, Philadelphia

Territory 2: Remainder of State

Territory 3: Allegheny, Crawford, Erie, Lackawanna, Lawrence, Luzerne, Mercer

Territory 4: Bucks, Chester, Montgomery

**Physicians, Surgeons and Other Health Care Professionals  
(Uncapped Occurrence Loss Costs)**

MEDICAL PROFESSIONAL LIABILITY

**FIXED COST LOAD: \$789**

**Variable Expense Load: JUA Insureds: .0475; Other Insureds: .0685**

\$ 500,000 per occurrence / \$ 1,500,000 per annual aggregate

Class	Territory						
	1	2	3	4	5	6	7
5	3,212	1,413	1,779	2,357	2,589	1,905	2,357
6	6,995	3,078	3,875	5,134	5,638	4,148	5,134
7	13,044	5,739	7,226	9,574	10,514	7,735	9,574
10	9,202	4,049	5,098	6,754	7,417	5,457	6,754
12	27,881	12,268	15,446	20,465	22,472	16,534	20,465
15	19,704	8,670	10,916	14,463	15,881	11,684	14,463
17	19,271	8,479	10,676	14,145	15,532	11,427	14,145
20	22,443	9,875	12,433	16,473	18,089	13,309	16,473
22	31,388	13,811	17,389	23,039	25,299	18,613	23,039
25	34,167	15,033	18,928	25,078	27,538	20,261	25,078
30	30,994	13,638	17,171	22,750	24,981	18,380	22,750
35	47,152	20,747	26,122	34,609	38,004	27,961	34,609
50	40,827	17,964	22,618	29,967	32,906	24,210	29,967
60	47,723	20,998	26,439	35,029	38,465	28,300	35,029
70	76,018	33,448	42,114	55,797	61,271	45,079	55,797
80	94,638	41,641	52,430	69,465	76,278	56,121	69,465
90	50,541	22,238	28,000	37,097	40,736	29,971	37,097
100	146,677	64,538	81,259	107,661	118,221	86,979	107,661
120	3,901	1,717	2,161	2,864	3,145	2,314	2,864
130	32,807	14,435	18,175	24,080	26,443	19,455	24,080
900	30,029	13,213	16,636	22,041	24,203	17,807	22,041

RATING TERRITORY – County

- Territory 1: Philadelphia
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- Territory 7: Blair

## Tail and Gap Factors

**Numbers below are percentages to be applied to Annual Uncapped Occurrence Loss Costs**

Months Since 1 <sup>st</sup> Accident Date Covered	Months Since Last Accident Date Covered												
	0	1	2	3	4	5	6	7	8	9	10	11	12
0	0.0%	—	—	—	—	—	—	—	—	—	—	—	—
1	6.7%	0.0%	—	—	—	—	—	—	—	—	—	—	—
2	13.5%	6.7%	0.0%	—	—	—	—	—	—	—	—	—	—
3	20.2%	13.5%	6.7%	0.0%	—	—	—	—	—	—	—	—	—
4	27.0%	20.2%	13.5%	6.7%	0.0%	—	—	—	—	—	—	—	—
5	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%	—	—	—	—	—	—	—
6	40.5%	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%	—	—	—	—	—	—
7	47.2%	40.5%	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%	—	—	—	—	—
8	53.9%	47.2%	40.5%	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%	—	—	—	—
9	60.7%	53.9%	47.2%	40.5%	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%	—	—	—
10	67.4%	60.7%	53.9%	47.2%	40.5%	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%	—	—
11	74.2%	67.4%	60.7%	53.9%	47.2%	40.5%	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%	—
12	80.9%	74.2%	67.4%	60.7%	53.9%	47.2%	40.5%	33.7%	27.0%	20.2%	13.5%	6.7%	0.0%
13	85.0%	78.2%	71.5%	64.7%	58.0%	51.3%	44.5%	37.8%	31.0%	24.3%	17.5%	10.8%	4.0%
14	89.0%	82.3%	75.5%	68.8%	62.0%	55.3%	48.6%	41.8%	35.1%	28.3%	21.6%	14.8%	8.1%
15	93.1%	86.3%	79.6%	72.8%	66.1%	59.3%	52.6%	45.9%	39.1%	32.4%	25.6%	18.9%	12.1%
16	97.1%	90.4%	83.6%	76.9%	70.1%	63.4%	56.7%	49.9%	43.2%	36.4%	29.7%	22.9%	16.2%
17	101.2%	94.4%	87.7%	80.9%	74.2%	67.4%	60.7%	54.0%	47.2%	40.5%	33.7%	27.0%	20.2%
18	105.2%	98.5%	91.7%	85.0%	78.2%	71.5%	64.7%	58.0%	51.3%	44.5%	37.8%	31.0%	24.3%
19	109.3%	102.5%	95.8%	89.0%	82.3%	75.5%	68.8%	62.1%	55.3%	48.6%	41.8%	35.1%	28.3%
20	113.3%	106.6%	99.8%	93.1%	86.3%	79.6%	72.8%	66.1%	59.4%	52.6%	45.9%	39.1%	32.4%
21	117.3%	110.6%	103.9%	97.1%	90.4%	83.6%	76.9%	70.1%	63.4%	56.7%	49.9%	43.2%	36.4%
22	121.4%	114.7%	107.9%	101.2%	94.4%	87.7%	80.9%	74.2%	67.5%	60.7%	54.0%	47.2%	40.5%
23	125.4%	118.7%	112.0%	105.2%	98.5%	91.7%	85.0%	78.2%	71.5%	64.8%	58.0%	51.3%	44.5%

**Numbers below are percentages to be applied to Annual Uncapped Occurrence Loss Costs**

Months  
Since 1<sup>st</sup>  
Accident  
Date  
Covered

Months Since Last Accident Date Covered

	0	1	2	3	4	5	6	7	8	9	10	11	12
24	129.5%	122.8%	116.0%	109.3%	102.5%	95.8%	89.0%	82.3%	75.5%	68.8%	62.1%	55.3%	48.6%
25	130.2%	123.4%	116.7%	109.9%	103.2%	96.4%	89.7%	83.0%	76.2%	69.5%	62.7%	56.0%	49.2%
26	130.8%	124.1%	117.3%	110.6%	103.9%	97.1%	90.4%	83.6%	76.9%	70.1%	63.4%	56.7%	49.9%
27	131.5%	124.8%	118.0%	111.3%	104.5%	97.8%	91.0%	84.3%	77.6%	70.8%	64.1%	57.3%	50.6%
28	132.2%	125.4%	118.7%	111.9%	105.2%	98.5%	91.7%	85.0%	78.2%	71.5%	64.7%	58.0%	51.3%
29	132.8%	126.1%	119.4%	112.6%	105.9%	99.1%	92.4%	85.6%	78.9%	72.2%	65.4%	58.7%	51.9%
30	133.5%	126.8%	120.0%	113.3%	106.5%	99.8%	93.1%	86.3%	79.6%	72.8%	66.1%	59.3%	52.6%
31	134.2%	127.4%	120.7%	114.0%	107.2%	100.5%	93.7%	87.0%	80.2%	73.5%	66.8%	60.0%	53.3%
32	134.9%	128.1%	121.4%	114.6%	107.9%	101.1%	94.4%	87.7%	80.9%	74.2%	67.4%	60.7%	53.9%
33	135.5%	128.8%	122.0%	115.3%	108.6%	101.8%	95.1%	88.3%	81.6%	74.8%	68.1%	61.4%	54.6%
34	136.2%	129.5%	122.7%	116.0%	109.2%	102.5%	95.7%	89.0%	82.3%	75.5%	68.8%	62.0%	55.3%
35	136.9%	130.1%	123.4%	116.6%	109.9%	103.2%	96.4%	89.7%	82.9%	76.2%	69.4%	62.7%	56.0%
36	137.5%	130.8%	124.1%	117.3%	110.6%	103.8%	97.1%	90.3%	83.6%	76.9%	70.1%	63.4%	56.6%
37	137.7%	131.0%	124.2%	117.5%	110.7%	104.0%	97.3%	90.5%	83.8%	77.0%	70.3%	63.5%	56.8%
38	137.9%	131.1%	124.4%	117.6%	110.9%	104.2%	97.4%	90.7%	83.9%	77.2%	70.4%	63.7%	57.0%
39	138.0%	131.3%	124.6%	117.8%	111.1%	104.3%	97.6%	90.8%	84.1%	77.4%	70.6%	63.9%	57.1%
40	138.2%	131.5%	124.7%	118.0%	111.2%	104.5%	97.7%	91.0%	84.3%	77.5%	70.8%	64.0%	57.3%
41	138.4%	131.6%	124.9%	118.1%	111.4%	104.7%	97.9%	91.2%	84.4%	77.7%	70.9%	64.2%	57.5%
42	138.5%	131.8%	125.0%	118.3%	111.6%	104.8%	98.1%	91.3%	84.6%	77.8%	71.1%	64.4%	57.6%
43	138.7%	132.0%	125.2%	118.5%	111.7%	105.0%	98.2%	91.5%	84.8%	78.0%	71.3%	64.5%	57.8%
44	138.9%	132.1%	125.4%	118.6%	111.9%	105.1%	98.4%	91.7%	84.9%	78.2%	71.4%	64.7%	57.9%
45	139.0%	132.3%	125.5%	118.8%	112.1%	105.3%	98.6%	91.8%	85.1%	78.3%	71.6%	64.9%	58.1%
46	139.2%	132.4%	125.7%	119.0%	112.2%	105.5%	98.7%	92.0%	85.2%	78.5%	71.8%	65.0%	58.3%
47	139.4%	132.6%	125.9%	119.1%	112.4%	105.6%	98.9%	92.2%	85.4%	78.7%	71.9%	65.2%	58.4%
48+	139.5%	132.8%	126.0%	119.3%	112.5%	105.8%	99.1%	92.3%	85.6%	78.8%	72.1%	65.3%	58.6%



## Tail and Gap Factors (continued)

Months Since 1 <sup>st</sup> Accident Date Covered	<b>Numbers below are percentages to be applied to occurrence base premium</b>												
	Months Since Last Accident Date Covered												
	13	14	15	16	17	18	19	20	21	22	23	24	25
13	0.0%	—	—	—	—	—	—	—	—	—	—	—	—
14	4.0%	0.0%	—	—	—	—	—	—	—	—	—	—	—
15	8.1%	4.0%	0.0%	—	—	—	—	—	—	—	—	—	—
16	12.1%	8.1%	4.0%	0.0%	—	—	—	—	—	—	—	—	—
17	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—	—	—	—	—
18	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—	—	—	—
19	24.3%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—	—	—
20	28.3%	24.3%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—	—
21	32.4%	28.3%	24.3%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—
22	36.4%	32.4%	28.3%	24.3%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—
23	40.5%	36.4%	32.4%	28.3%	24.3%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—
24	44.5%	40.5%	36.4%	32.4%	28.3%	24.3%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—
25	45.2%	41.2%	37.1%	33.1%	29.0%	25.0%	20.9%	16.9%	12.8%	8.8%	4.7%	0.7%	0.0%
26	45.9%	41.8%	37.8%	33.7%	29.7%	25.6%	21.6%	17.5%	13.5%	9.4%	5.4%	1.3%	0.7%
27	46.5%	42.5%	38.4%	34.4%	30.3%	26.3%	22.3%	18.2%	14.2%	10.1%	6.1%	2.0%	1.3%
28	47.2%	43.2%	39.1%	35.1%	31.0%	27.0%	22.9%	18.9%	14.8%	10.8%	6.7%	2.7%	2.0%
29	47.9%	43.8%	39.8%	35.7%	31.7%	27.6%	23.6%	19.5%	15.5%	11.5%	7.4%	3.4%	2.7%
30	48.6%	44.5%	40.5%	36.4%	32.4%	28.3%	24.3%	20.2%	16.2%	12.1%	8.1%	4.0%	3.4%
31	49.2%	45.2%	41.1%	37.1%	33.0%	29.0%	24.9%	20.9%	16.8%	12.8%	8.7%	4.7%	4.0%
32	49.9%	45.8%	41.8%	37.8%	33.7%	29.7%	25.6%	21.6%	17.5%	13.5%	9.4%	5.4%	4.7%
33	50.6%	46.5%	42.5%	38.4%	34.4%	30.3%	26.3%	22.2%	18.2%	14.1%	10.1%	6.0%	5.4%
34	51.2%	47.2%	43.1%	39.1%	35.0%	31.0%	26.9%	22.9%	18.9%	14.8%	10.8%	6.7%	6.0%
35	51.9%	47.9%	43.8%	39.8%	35.7%	31.7%	27.6%	23.6%	19.5%	15.5%	11.4%	7.4%	6.7%
36	52.6%	48.5%	44.5%	40.4%	36.4%	32.3%	28.3%	24.2%	20.2%	16.1%	12.1%	8.1%	7.4%
37	52.7%	48.7%	44.6%	40.6%	36.6%	32.5%	28.5%	24.4%	20.4%	16.3%	12.3%	8.2%	7.5%

Months  
Since 1<sup>st</sup>  
Accident  
Date  
Covered

**Numbers below are percentages to be applied to occurrence base premium**

Months Since Last Accident Date Covered

	13	14	15	16	17	18	19	20	21	22	23	24	25
38	52.9%	48.9%	44.8%	40.8%	36.7%	32.7%	28.6%	24.6%	20.5%	16.5%	12.4%	8.4%	7.7%
39	53.1%	49.0%	45.0%	40.9%	36.9%	32.8%	28.8%	24.7%	20.7%	16.6%	12.6%	8.5%	7.9%
40	53.2%	49.2%	45.1%	41.1%	37.0%	33.0%	29.0%	24.9%	20.9%	16.8%	12.8%	8.7%	8.0%
41	53.4%	49.4%	45.3%	41.3%	37.2%	33.2%	29.1%	25.1%	21.0%	17.0%	12.9%	8.9%	8.2%
42	53.6%	49.5%	45.5%	41.4%	37.4%	33.3%	29.3%	25.2%	21.2%	17.1%	13.1%	9.0%	8.4%
43	53.7%	49.7%	45.6%	41.6%	37.5%	33.5%	29.4%	25.4%	21.3%	17.3%	13.3%	9.2%	8.5%
44	53.9%	49.8%	45.8%	41.8%	37.7%	33.7%	29.6%	25.6%	21.5%	17.5%	13.4%	9.4%	8.7%
45	54.1%	50.0%	46.0%	41.9%	37.9%	33.8%	29.8%	25.7%	21.7%	17.6%	13.6%	9.5%	8.9%
46	54.2%	50.2%	46.1%	42.1%	38.0%	34.0%	29.9%	25.9%	21.8%	17.8%	13.7%	9.7%	9.0%
47	54.4%	50.3%	46.3%	42.2%	38.2%	34.1%	30.1%	26.1%	22.0%	18.0%	13.9%	9.9%	9.2%
48+	54.6%	50.5%	46.5%	42.4%	38.4%	34.3%	30.3%	26.2%	22.2%	18.1%	14.1%	10.0%	9.4%

## Tail and Gap Factors (continued)

Months Since 1 <sup>st</sup> Accident Date Covered	<b>Numbers below are percentages to be applied to occurrence base premium</b>											
	Months Since Last Accident Date Covered											
	26	27	28	29	30	31	32	33	34	35	36	37
26	0.0%	—	—	—	—	—	—	—	—	—	—	—
27	0.7%	0.0%	—	—	—	—	—	—	—	—	—	—
28	1.3%	0.7%	0.0%	—	—	—	—	—	—	—	—	—
29	2.0%	1.3%	0.7%	0.0%	—	—	—	—	—	—	—	—
30	2.7%	2.0%	1.3%	0.7%	0.0%	—	—	—	—	—	—	—
31	3.4%	2.7%	2.0%	1.3%	0.7%	0.0%	—	—	—	—	—	—
32	4.0%	3.4%	2.7%	2.0%	1.3%	0.7%	0.0%	—	—	—	—	—
33	4.7%	4.0%	3.4%	2.7%	2.0%	1.3%	0.7%	0.0%	—	—	—	—
34	5.4%	4.7%	4.0%	3.4%	2.7%	2.0%	1.3%	0.7%	0.0%	—	—	—
35	6.0%	5.4%	4.7%	4.0%	3.4%	2.7%	2.0%	1.3%	0.7%	0.0%	—	—
36	6.7%	6.0%	5.4%	4.7%	4.0%	3.4%	2.7%	2.0%	1.3%	0.7%	0.0%	—
37	6.9%	6.2%	5.5%	4.9%	4.2%	3.5%	2.8%	2.2%	1.5%	0.8%	0.2%	0.0%
38	7.0%	6.4%	5.7%	5.0%	4.4%	3.7%	3.0%	2.3%	1.7%	1.0%	0.3%	0.2%
39	7.2%	6.5%	5.9%	5.2%	4.5%	3.8%	3.2%	2.5%	1.8%	1.2%	0.5%	0.3%
40	7.4%	6.7%	6.0%	5.4%	4.7%	4.0%	3.3%	2.7%	2.0%	1.3%	0.7%	0.5%
41	7.5%	6.9%	6.2%	5.5%	4.8%	4.2%	3.5%	2.8%	2.2%	1.5%	0.8%	0.7%
42	7.7%	7.0%	6.4%	5.7%	5.0%	4.3%	3.7%	3.0%	2.3%	1.7%	1.0%	0.8%
43	7.9%	7.2%	6.5%	5.8%	5.2%	4.5%	3.8%	3.2%	2.5%	1.8%	1.2%	1.0%
44	8.0%	7.4%	6.7%	6.0%	5.3%	4.7%	4.0%	3.3%	2.7%	2.0%	1.3%	1.2%
45	8.2%	7.5%	6.8%	6.2%	5.5%	4.8%	4.2%	3.5%	2.8%	2.2%	1.5%	1.3%
46	8.4%	7.7%	7.0%	6.3%	5.7%	5.0%	4.3%	3.7%	3.0%	2.3%	1.6%	1.5%
47	8.5%	7.8%	7.2%	6.5%	5.8%	5.2%	4.5%	3.8%	3.2%	2.5%	1.8%	1.6%
48+	8.7%	8.0%	7.3%	6.7%	6.0%	5.3%	4.7%	4.0%	3.3%	2.6%	2.0%	1.8%

**Tail and Gap Factors (continued)**

Months Since 1 <sup>st</sup> Accident Date Covered	<b>Numbers below are percentages to be applied to occurrence base premium</b>										
	Months Since Last Accident Date Covered										
	38	39	40	41	42	43	44	45	46	47	48
38	0.0%	—	—	—	—	—	—	—	—	—	—
39	0.2%	0.0%	—	—	—	—	—	—	—	—	—
40	0.3%	0.2%	0.0%	—	—	—	—	—	—	—	—
41	0.5%	0.3%	0.2%	0.0%	—	—	—	—	—	—	—
42	0.7%	0.5%	0.3%	0.2%	0.0%	—	—	—	—	—	—
43	0.8%	0.7%	0.5%	0.3%	0.2%	0.0%	—	—	—	—	—
44	1.0%	0.8%	0.7%	0.5%	0.3%	0.2%	0.0%	—	—	—	—
45	1.2%	1.0%	0.8%	0.7%	0.5%	0.3%	0.2%	0.0%	—	—	—
46	1.3%	1.2%	1.0%	0.8%	0.7%	0.5%	0.3%	0.2%	0.0%	—	—
47	1.5%	1.3%	1.2%	1.0%	0.8%	0.7%	0.5%	0.3%	0.2%	0.0%	—
48+	1.6%	1.5%	1.3%	1.2%	1.0%	0.8%	0.7%	0.5%	0.3%	0.2%	0.0%