

**PENNSYLVANIA PROFESSIONAL LIABILITY JOINT
UNDERWRITING ASSOCIATION**

SECTION I – General Rules..... 1

 A. Eligibility..... 1

 B. Manual Rules..... 1

 C. Procedures 1

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

 2. *Application*..... 1

 3. *Rating Information* 1

 4. *Policy*..... 1

 5. *Administrative Fee*..... 2

SECTION II - SCOPE OF COVERAGE, POLICY PERIOD AND LIMIT OF LIABILITY 2

SECTION III - RATES AND PREMIUM CALCULATIONS 3

 A. Surcharge Plan – All Health Care Providers, Except Hospitals (2 through 5 apply to Individuals only). 3

 1. *Licensing Board Disciplinary Procedure or Practicing/Operating without Insurance* 3

 2. *Hospital Disciplinary Proceedings* 3

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

 4. *Federal Drug Enforcement Administration Action*..... 3

 5. *Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act Action*..... 4

 6. *Claims (Not applicable to Hospitals)* 4

 7. *Cumulative Impact of Two or More Applicable Surcharges* 4

 B. Non-Institutional Professional Liability..... 4

 1. *Procedure*..... 5

 2. *Whole Dollar Premium Rule*..... 5

 3. *Multiple Classifications or Territories*..... 5

 4. *Part-Time*..... 5

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

 6. *Cancellation*..... 6

 7. *Premium Changes* 6

 8. *Minimum Premium*..... 7

 9. *Professional Corporation, Professional Association or Partnership Coverage*..... 7

 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* 7

 11. *Birth Centers*..... 8

 12. *New Physician, New Podiatrist, Resident and Fellow Discounts* 8

 13. *Claim Free Credit*..... 9

 14. *Definitions*..... 9

 C. Institutional Professional Liability – Hospital, Nursing Home and Primary Health Center 10

 1. *Basis of Premium*..... 10

 2. *Claims Made Coverage* 10

 3. *Advance Premium and Audit*..... 10

 4. *Premium Changes* 11

 5. *Minimum Premium*..... 11

 6. *Cancellations* 11

 7. *Whole Dollar Premium Rule*..... 11

 8. *Experience Rating Plan - Hospitals*..... 11

 9. *Nursing Home Surcharge Plan* 12

 10. *Definitions*..... 13

 TABLE I - *EXPERIENCE RATING PLAN – HOSPITALS*..... 15

 TABLE II *Nursing Home Surcharge Plan*..... 18

 D. Individual Risk Premium Modification Plan (IRPM) 21

 1. *Applicable to Podiatrists, Physicians & Surgeons* 21

2.	<i>Applicable to Certified Nurse Midwives</i>	22
3.	<i>Applicable to Hospital, Nursing Home and Primary Health Center Health Care Providers</i>	22
4.	<i>Applicable to Professional Corporations, Professional Associations or Partnerships</i>	25
5.	<i>Applicable to Birth Centers</i>	26
	PHYSICIANS, SURGEONS AND OTHER HEALTH CARE PROFESSIONALS CLASSIFICATIONS.....	27
	SECTION IV – Special Coverage Options.....	36
A.	All Options	36
B.	Extended Reporting Period Coverage.....	36
C.	Tail Replacement Coverage.....	36
D.	Excess Insurance Coverage	37
E.	Prior Acts Coverage.....	37
	RATE PAGES	38
	Physicians, Surgeons And Other Health Care Professionals (Occurrence).....	38
	Physicians, Surgeons And Other Health Care Professionals (1 st Year Claims Made)	39
	Physicians, Surgeons And Other Health Care Professionals (2 nd Year Claims Made)	40
	Physicians, Surgeons And Other Health Care Professionals (3 rd Year Claims Made).....	41
	Physicians, Surgeons And Other Health Care Professionals (4 th Year Claims Made)	42
	Physicians, Surgeons And Other Health Care Professionals (5 th Year Claims Made)	43
	Institutions (Occurrence Rates).....	44
	<i>Hospitals</i>	44
	<i>Nursing Homes</i>	44
	<i>Primary Health Centers</i>	44
	Physicians, Surgeons and Other Health Care Professionals (Uncapped Occurrence Loss Costs).....	46
	Tail and Gap Factors	47

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)

Experience Period Year	IPL Factor
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):

Year Under Claims-Made Coverage	IPL Factor
<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																
<p>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:</p> <p style="margin-left: 40px;">Greene Millcreek</p> <p style="margin-left: 40px;">Harborcreek Summit</p> <p style="margin-left: 40px;">and also the borough of Wesleyville</p>	009																
<p>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:</p> <p style="margin-left: 40px;">Londonderry Susquehanna</p> <p style="margin-left: 40px;">Lower Paxton Swatara</p> <p style="margin-left: 40px;">Lower Swatara</p> <p>and also the following boroughs</p> <p style="margin-left: 40px;">Highspire Paxtang Steelton</p> <p style="margin-left: 40px;">Middletown Penbrook Uniontown</p> <p style="margin-left: 40px;">Royalton</p> <p>and all of the following townships in Cumberland County</p> <p style="margin-left: 40px;">East Pennsboro Lower Allen Hampden</p> <p>and also the following boroughs:</p> <p style="margin-left: 40px;">Camp Hill New Cumberland West Fairview</p> <p style="margin-left: 40px;">Lemoyne Shiremanstown Wormleysburg</p> <p>and the township of Fairview in York County</p>	010																
LACKAWANNA COUNTY	004																
LEHIGH COUNTY	005																
LUZERNE COUNTY	004																
NORTHAMPTON COUNTY	005																
<p>PENNSYLVANIA DUTCH COUNTY territory comprises the following counties:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Adams</td> <td>Juniata</td> </tr> <tr> <td>Bedford</td> <td>Lancaster</td> </tr> <tr> <td>Berks (excluding area in Reading territory)</td> <td>Lebanon</td> </tr> <tr> <td>Cumberland (excluding area in Harrisburg territory)</td> <td>Mifflin</td> </tr> <tr> <td>Dauphin (excluding area in Harrisburg territory)</td> <td>Perry</td> </tr> <tr> <td>Franklin</td> <td>Snyder</td> </tr> <tr> <td>Fulton</td> <td>Union</td> </tr> <tr> <td>Huntingdon</td> <td>York (excluding area in Harrisburg territory)</td> </tr> </table>	Adams	Juniata	Bedford	Lancaster	Berks (excluding area in Reading territory)	Lebanon	Cumberland (excluding area in Harrisburg territory)	Mifflin	Dauphin (excluding area in Harrisburg territory)	Perry	Franklin	Snyder	Fulton	Union	Huntingdon	York (excluding area in Harrisburg territory)	012
Adams	Juniata																
Bedford	Lancaster																
Berks (excluding area in Reading territory)	Lebanon																
Cumberland (excluding area in Harrisburg territory)	Mifflin																
Dauphin (excluding area in Harrisburg territory)	Perry																
Franklin	Snyder																
Fulton	Union																
Huntingdon	York (excluding area in Harrisburg territory)																
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 Procedures differ from those anticipated by class	25%	25%
B. Incomplete Information or Prior Loss History Incomplete information or loss history not documented by loss runs from prior carrier(s).	0%	50%

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 1st 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 1st 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 1st 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 1st 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	4,455	2,424	2,838	3,490	3,751	2,980	3,490
006	8,725	4,304	5,204	6,624	7,193	5,511	6,532
007	15,552	7,308	8,985	11,636	12,696	9,560	11,636
010	11,216	5,400	6,583	8,453	9,201	6,988	8,453
012	32,299	14,676	18,264	23,928	26,194	19,491	22,473
015	23,070	10,615	13,151	17,153	18,754	14,018	16,396
017	22,580	10,400	12,880	16,794	18,361	13,727	16,645
020	26,161	11,975	14,863	19,422	21,247	15,851	18,114
022	36,257	16,418	20,456	26,834	29,384	21,838	24,654
025	39,393	17,798	22,194	29,135	30,336	23,697	25,690
030	35,813	16,222	20,211	26,507	29,026	21,574	25,134
035	54,049	24,247	30,313	39,893	43,326	32,389	35,957
050	46,910	21,105	26,358	34,653	37,970	28,156	34,148
060	54,694	24,530	30,670	40,366	44,244	32,771	40,179
070	86,631	38,582	48,363	63,808	69,985	51,709	61,347
080	107,646	47,830	60,006	79,234	86,925	64,172	73,484
090	57,874	25,930	32,432	42,701	46,808	34,657	42,701
100	166,382	73,673	92,546	122,345	134,265	99,002	117,491
120	5,233	2,767	3,270	4,061	4,378	3,441	4,061
130	37,859	17,123	21,343	28,009	29,066	22,788	24,174
900	34,723	15,743	19,607	25,707	27,754	20,929	23,092

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
(1st 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	1,438	1,097	1,166	1,277	1,321	1,191	1,277
006	2,156	1,413	1,564	1,803	1,898	1,616	1,803
007	3,303	1,918	2,200	2,645	2,823	2,296	2,645
010	2,574	1,597	1,796	2,110	2,236	1,865	2,110
012	6,116	3,156	3,759	4,710	5,091	3,965	4,662
015	4,566	2,474	2,900	3,572	3,841	3,045	3,572
017	5,294	2,437	2,854	3,583	3,775	3,166	3,512
020	5,294	2,703	3,188	3,953	4,260	3,354	3,953
022	6,992	3,448	4,127	5,198	5,627	4,359	5,198
025	7,309	3,680	4,419	5,585	6,052	4,671	5,217
030	7,404	3,415	4,085	5,144	5,567	4,428	5,144
035	9,771	4,764	5,783	7,393	8,036	6,132	7,393
050	10,189	4,310	5,119	6,898	7,069	6,092	6,512
060	12,717	5,380	6,104	8,610	8,610	7,605	7,605
070	19,738	8,349	9,474	13,363	13,363	11,804	11,804
080	22,015	9,312	10,771	14,904	15,294	13,164	14,001
090	14,967	6,331	7,185	10,133	10,133	8,951	8,951
100	31,512	13,329	16,238	21,334	23,247	18,845	21,244
120	1,570	1,155	1,239	1,372	1,426	1,268	1,372
130	7,050	3,567	4,276	5,396	5,801	4,519	4,955
900	6,523	3,335	3,985	5,009	5,419	4,206	4,768

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
(2nd 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	2,526	1,576	1,769	2,075	2,197	1,835	2,075
006	4,524	2,456	2,877	3,541	3,808	3,021	3,541
007	7,720	3,862	4,647	5,887	6,383	4,916	5,887
010	5,690	2,968	3,523	4,397	4,747	3,712	4,397
012	15,557	7,310	8,989	11,640	12,700	9,563	11,015
015	11,238	5,409	6,596	8,469	9,219	7,002	8,172
017	11,009	5,309	6,469	8,301	9,034	6,866	8,286
020	12,684	6,046	7,397	9,531	10,385	7,860	8,974
022	17,410	8,125	10,015	12,999	14,193	10,661	12,035
025	18,877	8,770	10,828	14,077	14,814	11,532	12,521
030	17,201	8,033	9,900	12,846	14,025	10,538	12,259
035	25,736	11,789	14,628	19,111	20,774	15,599	17,325
050	22,395	10,319	12,777	16,659	18,211	13,618	16,479
060	26,038	11,921	14,795	19,333	21,148	15,779	19,301
070	40,984	18,498	23,075	30,303	33,194	24,641	29,207
080	50,820	22,825	28,524	37,522	41,121	30,474	34,888
090	27,527	12,576	15,620	20,425	22,347	16,661	20,425
100	78,308	34,920	43,753	57,699	63,278	46,774	55,483
120	2,891	1,737	1,971	2,342	2,490	2,052	2,342
130	18,159	8,454	10,430	13,550	14,100	11,106	11,811
900	16,692	7,808	9,618	12,472	13,487	10,236	11,304

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
(3rd 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	3,954	2,205	2,561	3,124	3,348	2,683	3,124
006	7,635	3,824	4,600	5,825	6,314	4,865	5,777
007	13,520	6,413	7,860	10,145	11,058	8,356	10,145
010	9,782	4,769	5,789	7,401	8,046	6,138	7,401
012	27,956	12,765	15,857	20,741	22,694	16,916	19,566
015	20,001	9,265	11,450	14,901	16,282	12,197	14,310
017	19,578	9,079	11,217	14,591	15,941	11,947	14,523
020	22,665	10,438	12,926	16,857	18,429	13,777	15,794
022	31,368	14,267	17,748	23,245	25,444	18,939	21,453
025	34,071	15,456	19,246	25,229	26,377	20,542	22,347
030	30,985	14,098	17,535	22,964	25,135	18,711	21,866
035	46,705	21,015	26,245	34,502	37,604	28,034	31,230
050	40,551	18,307	22,835	29,986	32,845	24,384	29,663
060	47,260	21,259	26,552	34,910	38,253	28,363	34,880
070	74,790	33,372	41,804	55,116	60,442	44,688	53,191
080	92,906	41,343	51,840	68,414	75,043	55,431	63,690
090	50,002	22,466	28,072	36,923	40,463	29,989	36,923
100	143,536	63,620	79,889	105,576	115,851	85,455	101,756
120	4,625	2,500	2,933	3,616	3,889	3,081	3,616
130	32,749	14,874	18,513	24,258	25,267	19,758	21,038
900	30,045	13,685	17,016	22,274	24,134	18,155	20,101

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
(4th 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	4,179	2,304	2,685	3,288	3,529	2,816	3,288
006	8,125	4,039	4,871	6,184	6,709	5,155	6,117
007	14,434	6,815	8,366	10,815	11,794	8,896	10,815
010	10,426	5,052	6,146	7,874	8,564	6,520	7,874
012	29,907	13,624	16,939	22,173	24,267	18,073	20,879
015	21,379	9,872	12,214	15,913	17,392	13,015	15,253
017	20,927	9,672	11,963	15,581	17,028	12,747	15,483
020	24,235	11,128	13,796	18,010	19,695	14,709	16,842
022	33,565	15,233	18,965	24,858	27,214	20,242	22,898
025	36,463	16,508	20,571	26,984	28,242	21,960	23,858
030	33,154	15,052	18,737	24,555	26,883	19,997	23,343
035	50,004	22,467	28,073	36,924	40,190	29,990	33,364
050	43,408	19,564	24,418	32,082	35,148	26,079	31,690
060	50,600	22,728	28,402	37,362	40,945	30,344	37,274
070	80,109	35,713	44,751	59,021	64,730	47,842	56,876
080	99,529	44,258	55,509	73,275	80,381	59,358	68,116
090	53,539	24,022	30,031	39,518	43,314	32,087	39,518
100	153,800	68,137	85,575	113,109	124,123	91,541	108,865
120	4,898	2,620	3,084	3,817	4,110	3,242	3,817
130	35,044	15,884	19,784	25,943	26,984	21,119	22,455
900	32,147	14,609	18,180	23,816	25,770	19,401	21,453

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
(5th 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	4,426	2,412	2,822	3,469	3,728	2,962	3,469
006	8,661	4,275	5,169	6,578	7,142	5,473	6,481
007	15,434	7,256	8,920	11,549	12,602	9,491	11,549
010	11,133	5,363	6,537	8,392	9,134	6,939	8,392
012	32,047	14,565	18,124	23,744	25,991	19,341	22,280
015	22,891	10,536	13,052	17,023	18,611	13,912	16,257
017	22,406	10,323	12,783	16,667	18,220	13,624	16,502
020	25,958	11,887	14,751	19,274	21,083	15,730	17,958
022	35,973	16,293	20,300	26,626	29,156	21,670	24,441
025	39,084	17,662	22,023	28,908	30,135	23,515	25,467
030	35,533	16,099	20,055	26,301	28,800	21,409	24,914
035	53,623	24,059	30,077	39,580	42,945	32,136	35,642
050	46,541	20,942	26,154	34,382	37,673	27,937	33,849
060	54,264	24,340	30,432	40,049	43,897	32,516	39,825
070	85,944	38,280	47,983	63,304	69,431	51,303	60,803
080	106,793	47,454	59,533	78,606	86,236	63,666	72,831
090	57,418	25,728	32,180	42,366	46,439	34,387	42,366
100	165,058	73,090	91,812	121,372	133,197	98,217	116,442
120	5,198	2,752	3,250	4,036	4,350	3,420	4,036
130	37,562	16,992	21,180	27,791	28,632	22,612	23,966
900	34,452	15,623	19,457	25,509	27,513	20,767	22,893

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

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)	7980.46	3543.31	4437.12	7094.64
Per Occupied Bed	Mental Health/Mental Rehabilitation	3993.65	1773.19	2220.47	3550.34
Per Occupied Bed	Extended Care	355.29	157.74	197.54	315.84
Per Occupied Bed	Outpatient Surgical	7980.46	3543.31	4437.12	7094.64
Per Occupied Bed	Health Institution	1598.84	709.87	888.95	1421.34
Per 100 Visits	Emergency	797.72	354.2	443.53	709.17
Per 100 Visits	Other	319.08	141.68	177.42	283.67
Per 100 Visits	Mental Health/Mental Rehabilitation	199.45	88.54	110.86	177.28
Per 100 Visits	Extended Care	17.7	7.88	9.83	15.76
Per 100 Visits	Outpatient Surgical	797.72	354.2	443.53	709.17
Per 100 Visits	Health Institution	119.64	53.13	66.53	106.37
Per 100 Visits	Home Health Care	199.45	88.54	110.86	177.28

Nursing Homes

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

		Territory			
		1	2	3	4
Exposure Base*	Classification				
Per Occupied Bed	8092 4 Convalescent Facilities	542.65	240.96	301.74	482.43
Per Occupied Bed	8092 3 Skilled Nursing Facilities	446.91	198.44	248.48	397.31

* 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	8061 4 Emergency	784.97	348.51	436.45	697.83	
Per 100 Visits	8061 4 Other	313.99	139.4	174.58	279.14	
Per 100 Visits	8061 4 Mental Health/Mental Rehabilitation	196.27	87.15	109.13	174.49	
Per 100 Visits	8061 4 Outpatient Surgical	784.97	348.51	436.45	697.83	
Per 100 Visits	8061 4 Home Health Care	196.27	87.15	109.13	174.49	

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: \$828

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	3,372	1,484	1,868	2,475	2,718	2,000	2,475
6	7,345	3,232	4,069	5,391	5,920	4,355	5,391
7	13,696	6,026	7,588	10,053	11,039	8,122	10,053
10	9,662	4,251	5,353	7,092	7,787	5,729	7,092
12	29,275	12,881	16,218	21,488	23,596	17,360	21,488
15	20,689	9,103	11,462	15,186	16,675	12,269	15,186
17	20,234	8,903	11,210	14,852	16,309	11,999	14,852
20	23,565	10,369	13,055	17,297	18,993	13,974	17,297
22	32,958	14,501	18,259	24,191	26,564	19,544	24,191
25	35,875	15,785	19,875	26,332	28,915	21,274	26,332
30	32,544	14,319	18,029	23,887	26,231	19,299	23,887
35	49,509	21,784	27,428	36,340	39,904	29,359	36,340
50	42,868	18,862	23,749	31,465	34,552	25,421	31,465
60	50,109	22,048	27,761	36,780	40,388	29,715	36,780
70	79,819	35,120	44,220	58,587	64,334	47,333	58,587
80	99,370	43,723	55,051	72,938	80,092	58,927	72,938
90	53,068	23,350	29,400	38,952	42,773	31,469	38,952
100	154,010	67,765	85,322	113,044	124,132	91,328	113,044
120	4,096	1,802	2,269	3,007	3,302	2,429	3,007
130	34,448	15,157	19,084	25,284	27,765	20,427	25,284
900	31,530	13,873	17,468	23,143	25,413	18,697	23,143

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

Tail and Gap Factors

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

Months
Since 1st
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 1st
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 st 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	
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 1st
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 st Accident Date Covered	Numbers below are percentages to be applied to occurrence base premium											
	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 below are percentages to be applied to occurrence base premium

Months Since 1 st Accident Date Covered	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%