

**PENNSYLVANIA PROFESSIONAL LIABILITY JOINT  
UNDERWRITING ASSOCIATION**

SECTION I – General Rules .....	1
A. Eligibility .....	1
B. Manual Rules .....	1
C. Procedures.....	1
1. <i>Distribution System</i> .....	1
2. <i>Application</i> .....	1
3. <i>Rating Information</i> .....	1
4. <i>Policy</i> .....	1
5. <i>Administrative Fee</i> .....	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. <i>Licensing Board Disciplinary Procedure or Practicing/Operating without Insurance</i> .....	3
2. <i>Hospital Disciplinary Proceedings</i> .....	3
3. <i>Medicare or Medicaid Action</i> .....	3
4. <i>Federal Drug Enforcement Administration Action</i> .....	3
5. <i>Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act Action</i> .....	4
6. <i>Claims (Not applicable to Hospitals)</i> .....	4
7. <i>Cumulative Impact of Two or More Applicable Surcharges</i> .....	4
B. Non-Institutional Professional Liability .....	4
1. <i>Procedure</i> .....	5
2. <i>Whole Dollar Premium Rule</i> .....	5
3. <i>Multiple Classifications or Territories</i> .....	5
4. <i>Part-Time</i> .....	5
5. <i>Classification/Territory/Hours of Work Change</i> .....	5
6. <i>Cancellation</i> .....	6
7. <i>Premium Changes</i> .....	6
8. <i>Minimum Premium</i> .....	6
9. <i>Professional Corporation, Professional Association or Partnership Coverage</i> .....	7
10. <i>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</i> .....	7
11. <i>Birth Centers</i> .....	8
12. <i>New Physician, New Podiatrist, Resident and Fellow Discounts</i> .....	8
13. <i>Claim Free Credit</i> .....	9
14. <i>Definitions</i> .....	9
C. Institutional Professional Liability – Hospital, Nursing Home and Primary Health Center.....	10
1. <i>Basis of Premium</i> .....	10
2. <i>Claims Made Coverage</i> .....	10
3. <i>Advance Premium and Audit</i> .....	10
4. <i>Premium Changes</i> .....	11
5. <i>Minimum Premium</i> .....	11
6. <i>Cancellations</i> .....	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.....	14
TABLE II Nursing Home Surcharge Plan.....	16
D. Individual Risk Premium Modification Plan (IRPM).....	20
1. Applicable to Podiatrists, Physicians & Surgeons.....	20
2. Applicable to Certified Nurse Midwives.....	22
3. Applicable to Hospital, Nursing Home and Primary Health Center Health Care Providers.....	22
4. Applicable to Professional Corporations, Professional Associations or Partnerships.....	25
5. Applicable to Birth Centers.....	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 <sup>st</sup> Year Claims Made).....	39
Physicians, Surgeons And Other Health Care Professionals (2 <sup>nd</sup> Year Claims Made).....	40
Physicians, Surgeons And Other Health Care Professionals (3 <sup>rd</sup> Year Claims Made).....	41
Physicians, Surgeons And Other Health Care Professionals (4 <sup>th</sup> Year Claims Made).....	42
Physicians, Surgeons And Other Health Care Professionals (5 <sup>th</sup> Year Claims Made).....	43
Institutions (Occurrence Rates).....	44
Hospitals.....	44
Nursing Homes.....	44
Primary Health Centers.....	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 0.25  
(including closed without payment)
  - 2) Open or closed claim with an indemnity loss payment greater than 2.00 or equal to \$20,000
  - 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 prorata 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 ClaimsMade 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 claimsmade 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**

		<b>Trend Factor (TF)</b>			
<b><i>Experience Period Year</i></b>		<b><i>IPL Factor</i></b>			
Latest Policy Year		0.89			
Second Latest Policy Year		0.84			
Third Latest Policy Year		0.79			
Fourth Latest Policy Year		0.75			
Fifth Latest Policy Year		0.70			
		<b>Claims-Made Factor (CMF):</b>			
<b><i>Year Under Claims-Made Coverage</i></b>		<b><i>IPL Factor</i></b>			
<i>First</i>		.225			
<i>Second</i>		.495			
<i>Third</i>		.868			
<i>Fourth</i>		.927			
<i>Fifth</i>		.946			
		<b>Loss Percentage Unreported Factor (PUF)</b>			
<i>MONTHS</i>	PUF <i>OCC</i>	PUF <i>C-M</i>	<i>MONTHS</i>	PUF <i>OCC</i>	PUF <i>C-M</i>
18	0.772	0.317	48	0.105	0.018

21	0.737	0.220	51	0.086	0.016
24	0.701	0.122	54	0.066	0.014
27	0.621	0.101	57	0.047	0.011
30	0.541	0.079	60	0.027	0.009
33	0.461	0.058	63	0.023	0.007
36	0.381	0.036	66	0.018	0.005
39	0.312	0.031	69	0.013	0.002
42	0.243	0.027	72	0.009	0.000
45	0.174	0.023			

**Territories 1 and 4  
Credibility Factor Table**

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

\$ 230,817	0.32	\$ 952,121	0.66	\$ >48,558,189	1.00
\$ 241,583	0.33	\$ 995,837	0.67		
\$ 252,675	0.34	\$ 1,042,284	0.68		

**Territories 2 and 3**

**Credibility Factor Table**

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

**TABLE II Nursing Home Surcharge Plan  
Surcharge Rating Territory**

ALLEGHENY COUNTY REMAINDER territory comprises the remainder of Allegheny County outside of the city of Pittsburgh 003

ERIE territory comprises the entire city of Erie and all territory within five miles of the city limits including all of the following townships in Erie County: 009

Greene  
Millcreek Harborcreek  
Summit  
and also the borough of Wesleyville

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: 010

Londonderry Susquehanna  
Lower Paxton Swatara  
Lower Swatara  
and also the following boroughs  
Highspire Paxtang Steelton  
Middletown Penbrook Uniontown  
Royalton  
and all of the following townships in Cumberland County  
East Pennsboro Lower Allen Hampden and also the  
following boroughs:  
Camp Hill New Cumberland West Fairview  
Lemoyne Shiremanstown Wormleysburg  
and the township of Fairview in York County

LACKAWANNA COUNTY 004

LEHIGH COUNTY 005

LUZERNE COUNTY 004

NORTHAMPTON COUNTY 005

PENNSYLVANIA DUTCH COUNTY territory comprises the following counties: 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 007  
 townships in Bucks County:

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 002  
 city of Pittsburgh

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

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 and/or physical therapists] qualifications, training, supervision and experience)	10%	10%
I. Incomplete Information or Prior Loss History	0%	50%
Incomplete Information or Loss history not documented by loss runs from prior carrier(s).		

### **2. Applicable to Certified Nurse Midwives**

The individual risk Premium Modification Plan (IRPM) may be used to recognize individual risk characteristics identified through the experience and judgment of the underwriter that

are expected to influence the probability of future losses. The modification must acknowledge risk characteristics, especially recent improvements or increased exposures not considered in or recognized by the manual rates, including experience rating.

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

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

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

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

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

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

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

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

Criteria	Range of Modification	
	Credit	Debit
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 0% 50% carrier(s).

INDIVIDUAL RISK PREMIUM MODIFICATION PLAN  
NURSING HOME PROFESSIONAL LIABILITY

			Range of Modification <i>Credit / Debit</i>
Criteria			
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. <ul style="list-style-type: none"> <li>a. Assessments (initial and regular updates);</li> <li>b. Utilization of satisfaction surveys;</li> <li>c. Existence of resident complaint resolution program.</li> </ul>			

- 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 25% 25% physical therapists] qualifications, training, supervision and experience)
- F. Incomplete information or loss history not documented by loss runs from prior 0% 50% carrier(s).

#### **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	
	<b>Credit</b>	<b>Debit</b>
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 <ul style="list-style-type: none"> <li>1. With insurance carrier</li> <li>2. With regulatory agencies</li> </ul>	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	0%	50%
Incomplete information or loss history not documented by loss runs from prior carrier(s).		

**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	
	<b>Credit</b>	<b>Debit</b>
A. Exposures	25%	25%
Exposures differ from those contemplated by the rating plan		
B. Risk Management Techniques	20%	20%
Implementation of risk management techniques consistent with type of practice		
C. Cooperation	10%	10%
1. With insurance carrier		
2. With regulatory agencies		
D. Staffing (adequacy, employee selection, specialties, qualifications, training, supervision and experience)	25%	25%
E. Incomplete Information or Prior Loss History	0%	50%

Incomplete information or loss history not documented by loss runs from prior carrier(s).

**PHYSICIANS, SURGEONS AND OTHER HEALTH CARE PROFESSIONALS CLASSIFICATIONS**

**CLASS 005 - Physicians-No Surgery**

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

JUA Codes	Specialty Description
00534	Administrative Medicine - No Surgery
00508	Hematology - No Surgery
00582	Pharmacology – Clinical

- 00537 Physicians – Practice Limited to Acupuncture (other than acupuncture anesthesia)
- 00556 Utilization Review
- 00599 Physicians Not Otherwise Classified – No Surgery (NOC)

**CLASS 006 Physicians-No Surgery**

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

JUA Codes	Specialty Description
00689	Aerospace Medicine
00602	Allergy/Immunology – No Surgery
00674	Geriatrics – No Surgery
00688	Independent Medical Examiner
00609	Industrial/Occupational Medicine – No Surgery
00687	Laryngology – No Surgery
00649	Nuclear Medicine – No Surgery
00685	Nutrition
00624	Occupational Medicine – Including MRO or Employment Physicals
00612	Ophthalmology – No Surgery
00613	Orthopedics – No Surgery
00665	Otolaryngology or Otorhinolaryngology – No Surgery
00684	Otology – No Surgery
00617	Preventive Medicine – No Surgery
00618	Proctology – No Surgery
00619	Psychiatry – No Surgery, including Psychoanalysts who treat physical ailments, perform electro-convulsive procedures or employ extensive drug therapy.
00650*	Psychoanalysts who do not treat physical ailments
00621	Rehabilitation/Physiatry – No Surgery
00645	Rheumatology – No Surgery
00681	Rhinology – No Surgery
00623	Urology – No Surgery
00699	Physicians Not Otherwise Classified - No Surgery (NOC)

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

**CLASS 007 Physicians-No Surgery**

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

JUA Codes	Specialty Description
-----------	-----------------------

---

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

#### CLASS 010 Physicians-No Surgery

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

JUA Codes	Specialty Description
-----------	-----------------------

---

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

#### CLASS 012 Physicians-No Surgery

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

JUA Codes	Specialty Description
-----------	-----------------------

---

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

#### CLASS 015 Physicians-No Surgery

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

JUA Codes    Specialty Description

---

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

**CLASS 017 – Physicians – Surgeons - Specialists**

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

JUA Codes    Specialty Description

---

01755	Ophthalmology – Surgery
01799	Physicians Not Otherwise Classified – Excluding major surgery (NOC)

### CLASS 020 Physicians Surgeons – Specialists

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

JUA Codes Specialty Description

---

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

### CLASS 022 - Physicians - Surgeons - Specialists

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

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

#### CLASS 025 – Physicians – Surgeons - Specialists

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

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

#### CLASS 030 - Physicians - Surgeons - Specialists

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

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

\* Obstetrical delivery is rated as Class 08029.

#### CLASS 035 - Physicians – Surgeons – Specialists

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

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

#### CLASS 050 Surgeons - Specialists

This classification generally applies to specialists hereafter listed.

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

#### CLASS 060 Surgeons - Specialists

This classification generally applies to specialists hereafter listed.

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

#### CLASS 070 Surgeons - Specialists

This classification generally applies to specialists hereafter listed.

JUA Codes	Specialty Description
07089	Abdominal – Major Surgery
07003	Cardiac Surgery
07053	Cardio-thoracic Surgery

07046	Cardiovascular Surgery
07048	Cardio-Vascular-Thoracic Surgery
07088	Endocrinology – Major Surgery
07087	Gastroenterology – Major Surgery
07017	General or Family Practice - Major Surgery
07001	General Practice – Major Surgery
07043	General Surgery and Internal Medicine - Major Surgery
07086	Geriatrics – Major Surgery
07025	Thoracic Surgery
07084	Trauma – Major Surgery
07054	Vascular and Thoracic Surgery
07099	Surgeons Not Otherwise Classified (NOC)

**CLASS 080 Surgeons - Specialists**

This classification generally applies to specialists hereafter listed.

JUA Codes Specialty Description

---

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

**CLASS 090 - Surgeons – Specialists**

This classification generally applies to specialists hereafter listed.

JUA Codes Specialty Description

---

09013	Orthopedic Surgery
09085	Peripheral Vascular Surgery
09026	Vascular Surgery
09099	Surgeons Not Otherwise Classified (NOC)

**CLASS 100 - Surgeons - Specialists**

This classification generally applies to specialists hereafter listed.

JUA Codes Specialty Description

---

10011	Neurosurgery
10099	Surgeons Not Otherwise Classified (NOC)

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

JUA Codes    Specialty Description

---

12001    Podiatry – No Surgery (Mcare Fund Code 80993)

**CLASS 130 - Podiatrists - Surgical**

JUA Codes    Specialty Description

---

13001    Podiatry – Surgery (Mcare Fund Code 80994)

**CLASS 802 - Additional Charges: Other**

JUA  
Codes    Specialty Description

---

80402    Birth Centers

80250    Corporate/Association/Partnership Liability (Mcare Fund Code 80999)

80289    Prison Corporate/Association/Partnership/Other Third Party Entities Liability (Mcare Fund Code 80999)

**CLASS 900 - Certified Nurse Midwives**

JUA  
Codes    Specialty Description

---

90009    Certified Nurse Midwife (CNM) (Mcare Fund Code 80116)

## **SECTION IV – Special Coverage Options**

### **A. All Options**

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

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

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

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

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

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

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

1. Those former policyholders of an insolvent carrier may be eligible for claims made insurance for claims arising out patient injury that, subject to the terms and conditions of the Associations' coverage, would have been covered under the insolvent carrier's policy extension had that policy extension continued in effect until its expiration.  
  
The factor for this coverage is determined based on the months since 1<sup>st</sup> covered accident date and the months since last covered accident date.
2. For non-institutional risks, use Coverage Form PPLJUA RTC-P 001 with Declarations PPLJUA RTD-P 001.
3. For Institutional risks, use Declarations and Coverage Form PPLJUA RTC-H 001.

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

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

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

The factor for this coverage is determined as follows:

For each different layer of coverage required,

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

\$ 100,000 excess of \$ 300,000	.10
\$ 200,000 excess of \$ 300,000	.19
  - c. add the amounts determined in a. and b. above for each layer required
2. For non-institutional risks, use Coverage Form PPLJUA EXC-P 001 with Declarations PPLJUA EXC-P 001.
  3. For Institutional risks, use Declarations and Coverage Form PPLJUA EXC-H 001.

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

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

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

## RATE PAGES

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

#### Annual Occurrence Rates

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

Class	Territory						
	1	2	3	4	5	6	7
005	5,099	2,774	3,248	3,995	4,294	3,411	3,995
006	9,985	4,926	5,956	7,581	8,233	6,308	7,476
007	17,800	8,364	10,283	13,318	14,531	10,941	13,318
010	12,837	6,180	7,534	9,675	10,530	7,997	9,675
012	36,966	16,797	20,903	27,385	29,979	22,308	25,721
015	26,404	12,149	15,052	19,632	21,464	16,044	18,765
017	25,843	11,903	14,741	19,221	21,014	15,710	19,050
020	29,941	13,706	17,011	22,228	24,317	18,142	20,732
022	41,496	18,791	23,412	30,712	33,630	24,994	28,217
025	45,086	20,370	25,401	33,345	34,720	27,121	29,403
030	40,988	18,566	23,132	30,337	33,220	24,692	28,766
035	61,859	27,750	34,694	45,658	49,586	37,069	41,153
050	53,689	24,154	30,167	39,661	43,457	32,225	39,082
060	62,598	28,075	35,102	46,199	50,637	37,507	45,985
070	99,150	44,157	55,351	73,028	80,098	59,180	70,211
080	123,201	54,742	68,677	90,684	99,485	73,445	84,102
090	66,237	29,677	37,119	48,871	53,571	39,665	48,871
100	190,424	84,319	105,919	140,024	153,666	113,308	134,469
120	5,990	3,166	3,743	4,648	5,011	3,938	4,648
130	43,330	19,597	24,427	32,056	33,266	26,080	27,667
900	39,740	18,018	22,440	29,421	31,765	23,953	26,429

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  
Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

**(1st**

**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	1,646	1,256	1,334	1,462	1,512	1,364	1,462
006	2,468	1,618	1,790	2,063	2,172	1,850	2,063
007	3,780	2,195	2,518	3,027	3,231	2,628	3,027
010	2,946	1,828	2,056	2,415	2,559	2,134	2,415
012	7,000	3,612	4,302	5,391	5,827	4,538	5,336
015	5,225	2,832	3,319	4,089	4,396	3,485	4,089
017	6,059	2,789	3,267	4,101	4,321	3,623	4,020
020	6,059	3,093	3,648	4,525	4,876	3,839	4,525
022	8,003	3,946	4,723	5,949	6,440	4,989	5,949
025	8,365	4,212	5,058	6,392	6,927	5,346	5,971
030	8,474	3,909	4,675	5,887	6,371	5,067	5,887
035	11,183	5,452	6,618	8,462	9,197	7,019	8,462
050	11,661	4,933	5,859	7,895	8,090	6,973	7,453
060	14,555	6,157	6,986	9,855	9,855	8,704	8,704
070	22,590	9,555	10,843	15,294	15,294	13,509	13,509
080	25,196	10,658	12,328	17,057	17,504	15,066	16,024
090	17,129	7,246	8,223	11,598	11,598	10,245	10,245
100	36,066	15,255	18,585	24,417	26,606	21,568	24,314
120	1,797	1,322	1,418	1,571	1,632	1,451	1,571
130	8,069	4,082	4,894	6,176	6,639	5,172	5,671
900	7,465	3,817	4,561	5,732	6,202	4,813	5,457

**Physicians, Surgeons And Other Health Care Professionals  
Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

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

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

**(2<sup>nd</sup>**

Class	Territory						
	1	2	3	4	5	6	7
005	2,891	1,804	2,024	2,375	2,515	2,100	2,375
006	5,178	2,811	3,293	4,053	4,358	3,457	4,053
007	8,836	4,420	5,318	6,737	7,305	5,627	6,737
010	6,513	3,396	4,032	5,033	5,433	4,249	5,033
012	17,805	8,367	10,287	13,322	14,535	10,945	12,607
015	12,862	6,190	7,549	9,692	10,551	8,014	9,353
017	12,599	6,076	7,403	9,500	10,340	7,858	9,483
020	14,517	6,919	8,466	10,909	11,885	8,996	10,271
022	19,926	9,299	11,462	14,877	16,244	12,201	13,774
025	21,605	10,038	12,392	16,111	16,955	13,199	14,330
030	19,686	9,194	11,331	14,702	16,051	12,061	14,030

Territory 7: Northampton, Schuylkill, Westmoreland  
Blair

**Physicians, Surgeons And Other Health Care Professionals  
Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

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

035	29,455	13,492	16,741	21,873	23,776	17,853	19,828
050	25,631	11,810	14,623	19,066	20,843	15,586	18,860
060	29,801	13,644	16,933	22,127	24,203	18,059	22,090
070	46,906	21,171	26,410	34,682	37,991	28,202	33,427
080	58,163	26,123	32,646	42,944	47,063	34,878	39,929
090	31,504	14,393	17,877	23,376	25,576	19,068	23,376
100	89,623	39,966	50,076	66,037	72,422	53,533	63,500
120	3,309	1,988	2,256	2,680	2,850	2,349	2,680
130	20,783	9,676	11,938	15,509	16,137	12,710	13,518
900	19,104	8,936	11,008	14,275	15,435	11,715	12,937

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,

**(3<sup>rd</sup>)**

Class	Territory						
	1	2	3	4	5	6	7
005	4,526	2,523	2,931	3,575	3,831	3,071	3,575
006	8,739	4,376	5,265	6,666	7,227	5,568	6,612

- Territory 7: Northampton, Schuylkill, Westmoreland  
Blair

**Physicians, Surgeons And Other Health Care Professionals  
Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

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

007	15,474	7,340	8,996	11,611	12,656	9,564	11,611
010	11,195	5,458	6,625	8,470	9,208	7,025	8,470
012	31,996	14,609	18,149	23,738	25,974	19,361	22,393
015	22,891	10,604	13,105	17,054	18,635	13,960	16,378
017	22,407	10,391	12,838	16,700	18,244	13,673	16,621
020	25,940	11,946	14,793	19,293	21,092	15,768	18,077
022	35,900	16,328	20,312	26,604	29,120	21,676	24,553
025	38,995	17,690	22,027	28,874	30,189	23,510	25,576
030	35,462	16,135	20,069	26,282	28,767	21,415	25,025
035	53,454	24,052	30,037	39,487	43,038	32,085	35,743
050	46,411	20,952	26,135	34,319	37,591	27,907	33,949
060	54,089	24,331	30,389	39,955	43,781	32,461	39,920
070	85,598	38,195	47,844	63,080	69,176	51,145	60,878
080	106,331	47,317	59,331	78,300	85,887	63,441	72,894
090	57,227	25,712	32,129	42,258	46,310	34,322	42,258
100	164,277	72,813	91,432	120,832	132,592	97,804	116,460
120	5,293	2,861	3,357	4,139	4,450	3,526	4,139
130	37,481	17,024	21,189	27,763	28,918	22,613	24,078
900	34,386	15,662	19,475	25,493	27,622	20,779	23,006

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  
Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

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

**(4<sup>th</sup>)**

Class	Territory						
	1	2	3	4	5	6	7
005	4,783	2,637	3,073	3,763	4,038	3,223	3,763
006	9,299	4,623	5,575	7,077	7,678	5,900	7,001
007	16,520	7,800	9,575	12,378	13,499	10,182	12,378
010	11,932	5,782	7,034	9,012	9,801	7,462	9,012
012	34,228	15,592	19,387	25,377	27,773	20,685	23,896
015	24,468	11,299	13,979	18,213	19,906	14,896	17,457
017	23,951	11,070	13,691	17,832	19,488	14,589	17,720
020	27,737	12,736	15,790	20,613	22,541	16,834	19,276
022	38,415	17,435	21,705	28,450	31,147	23,167	26,207
025	41,732	18,893	23,544	30,883	32,323	25,133	27,306
030	37,945	17,227	21,445	28,103	30,767	22,887	26,716
035	57,229	25,713	32,130	42,259	45,998	34,324	38,185
050	49,680	22,391	27,947	36,718	40,226	29,847	36,270
060	57,912	26,012	32,506	42,761	46,861	34,728	42,660
070	91,684	40,874	51,218	67,549	74,084	54,755	65,095
080	113,910	50,653	63,530	83,864	91,996	67,935	77,959
090	61,275	27,493	34,371	45,228	49,573	36,723	45,228

Territory 7: Northampton, Schuylkill, Westmoreland  
Blair

**Physicians, Surgeons And Other Health Care Professionals  
Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

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

100	176,024	77,983	97,941	129,453	142,059	104,769	124,596
120	5,606	2,999	3,529	4,369	4,704	3,710	4,369
130	40,108	18,179	22,643	29,692	30,883	24,171	25,700
900	36,792	16,720	20,807	27,258	29,494	22,204	24,553

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,

**(5<sup>th</sup>**

Class	Territory						
	1	2	3	4	5	6	7
005	5,065	2,761	3,230	3,970	4,266	3,390	3,970
006	9,912	4,893	5,915	7,529	8,174	6,264	7,417
007	17,665	8,305	10,209	13,217	14,423	10,863	13,217
010	12,742	6,138	7,482	9,605	10,454	7,942	9,605
012	36,677	16,669	20,743	27,175	29,747	22,136	25,499
015	26,199	12,059	14,938	19,483	21,301	15,923	18,606
017	25,643	11,815	14,630	19,075	20,853	15,592	18,886
020	29,709	13,604	16,883	22,059	24,129	18,004	20,553

- Territory 7: Northampton, Schuylkill, Westmoreland  
Blair

**Physicians, Surgeons And Other Health Care Professionals  
Year Claims Made)**

MEDICAL PROFESSIONAL LIABILITY

Annual Rates

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

022	41,171	18,648	23,233	30,473	33,369	24,802	27,973
025	44,731	20,214	25,205	33,085	34,490	26,913	29,147
030	40,668	18,425	22,953	30,101	32,962	24,502	28,514
035	61,371	27,536	34,423	45,299	49,150	36,780	40,792
050	53,266	23,968	29,934	39,350	43,117	31,974	38,740
060	62,105	27,857	34,830	45,836	50,240	37,215	45,579
070	98,363	43,811	54,916	72,451	79,464	58,716	69,589
080	122,225	54,311	68,136	89,964	98,697	72,865	83,356
090	65,715	29,445	36,830	48,488	53,149	39,356	48,488
100	188,909	83,652	105,079	138,911	152,444	112,410	133,268
120	5,949	3,150	3,720	4,619	4,979	3,914	4,619
130	42,990	19,448	24,241	31,807	32,770	25,880	27,429
900	39,431	17,880	22,269	29,195	31,489	23,767	26,201

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,

- Territory 7: Northampton, Schuylkill, Westmoreland  
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)	9,133.63	4,055.32	5,078.29	8,119.81
Per Occupied Bed	Mental Health/Mental Rehabilitation	4,570.73	2,029.42	2,541.32	4,063.37
Per Occupied Bed	Extended Care	406.62	180.54	226.09	361.48
Per Occupied Bed	Outpatient Surgical	9,133.63	4,055.32	5,078.29	8,119.81
Per Occupied Bed	Health Institution	1,829.87	812.44	1,017.41	1,626.73
Per 100 Visits	Emergency	912.99	405.38	507.62	811.65
Per 100 Visits	Other	365.18	162.15	203.06	324.66
Per 100 Visits	Mental Health/Mental Rehabilitation	228.27	101.34	126.88	202.89
Per 100 Visits	Extended Care	20.26	9.01	11.25	18.04
Per 100 Visits	Outpatient Surgical	912.99	405.38	507.62	811.65
Per 100 Visits	Health Institution	136.93	60.81	76.15	121.74
Per 100 Visits	Home Health Care	228.27	101.34	126.88	202.89

### Nursing Homes

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

		Territory			
Exposure Base*	Classification	1	2	3	4
Per Occupied Bed	80924 Convalescent Facilities	621.06	275.78	345.34	552.14
Per Occupied Bed	80923 Skilled Nursing Facilities	511.49	227.11	284.38	454.73

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

### Primary Health Centers

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

(\$500,000 / \$1,500,000 Limits)			Territory			
Exposure Base	Classification		1	2	3	4
Per 100 Visits	80614	Emergency	898.40	398.87	499.51	798.66
Per 100 Visits	80614	Other	359.36	159.54	199.81	319.48
Per 100 Visits	80614	Mental Health/Mental Rehabilitation	224.63	99.75	124.90	199.70

Per 100 Visits	80614	Outpatient Surgical	898.40	398.87	499.51	798.66
Per 100 Visits	80614	Home Health Care	224.63	99.75	124.90	199.70

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: \$948**

**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	3,860	1,698	2,137	2,833	3,111	2,289	2,833
6	8,406	3,699	4,656	6,170	6,775	4,985	6,170
7	15,675	6,896	8,684	11,506	12,634	9,296	11,506
10	11,058	4,866	6,127	8,117	8,912	6,556	8,117
12	33,506	14,742	18,562	24,593	27,006	19,869	24,593
15	23,678	10,418	13,118	17,380	19,085	14,041	17,380
20	23,158	10,189	12,830	16,999	18,665	13,733	16,999
22	26,970	11,867	14,942	19,797	21,738	15,994	19,797
25	37,721	16,596	20,897	27,687	30,402	22,368	27,687
30	41,059	18,066	22,747	30,137	33,093	24,348	30,137
35	37,246	16,388	20,634	27,338	30,022	22,088	27,338
50	56,663	24,932	31,391	41,591	45,670	33,601	41,591
60	49,062	21,587	27,180	36,011	39,545	29,094	36,011
70	57,349	25,234	31,772	42,095	46,224	34,009	42,095
80	91,353	40,195	50,610	67,052	73,631	54,173	67,052
100	113,730	50,041	63,006	83,478	91,666	67,442	83,478
120	60,736	26,725	33,648	44,581	48,954	36,016	44,581
130	176,265	77,557	97,651	129,379	142,070	104,524	129,379
900	4,688	2,062	2,596	3,441	3,779	2,780	3,441
	39,425	17,347	21,841	28,937	31,777	23,378	28,937
	36,087	15,878	19,992	26,487	29,086	21,399	26,487

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

**Months Since 1<sup>st</sup> Accident Date Covered**      **Numbers below are percentages to be applied to Annual Uncapped Occurrence Loss Costs**

Months Since Last Accident Date Covered

Months Since 1 <sup>st</sup> 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%

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

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

Months Since Last Accident Date Covered

0	1	2	3	4	5	6	7	8	9	10	11	12
---	---	---	---	---	---	---	---	---	---	----	----	----

---

24	129.5%	122.8%	116.0%	109.3%	102.5%	95.8%	89.0%	82.3%	75.5%	68.8%	62.1%	55.3%	48.6%
25	130.2%	123.4%	116.7%	109.9%	103.2%	96.4%	89.7%	83.0%	76.2%	69.5%	62.7%	56.0%	49.2%
26	130.8%	124.1%	117.3%	110.6%	103.9%	97.1%	90.4%	83.6%	76.9%	70.1%	63.4%	56.7%	49.9%
27	131.5%	124.8%	118.0%	111.3%	104.5%	97.8%	91.0%	84.3%	77.6%	70.8%	64.1%	57.3%	50.6%
28	132.2%	125.4%	118.7%	111.9%	105.2%	98.5%	91.7%	85.0%	78.2%	71.5%	64.7%	58.0%	51.3%
29	132.8%	126.1%	119.4%	112.6%	105.9%	99.1%	92.4%	85.6%	78.9%	72.2%	65.4%	58.7%	51.9%
30	133.5%	126.8%	120.0%	113.3%	106.5%	99.8%	93.1%	86.3%	79.6%	72.8%	66.1%	59.3%	52.6%
31	134.2%	127.4%	120.7%	114.0%	107.2%	100.5%	93.7%	87.0%	80.2%	73.5%	66.8%	60.0%	53.3%
32	134.9%	128.1%	121.4%	114.6%	107.9%	101.1%	94.4%	87.7%	80.9%	74.2%	67.4%	60.7%	53.9%
33	135.5%	128.8%	122.0%	115.3%	108.6%	101.8%	95.1%	88.3%	81.6%	74.8%	68.1%	61.4%	54.6%

34	136.2%	129.5%	122.7%	116.0%	109.2%	102.5%	95.7%	89.0%	82.3%	75.5%	68.8%	62.0%	
	55.3%												
35	136.9%	130.1%	123.4%	116.6%	109.9%	103.2%	96.4%	89.7%	82.9%	76.2%	69.4%	62.7%	
	56.0%												
36	137.5%	130.8%	124.1%	117.3%	110.6%	103.8%	97.1%	90.3%	83.6%	76.9%	70.1%	63.4%	
	56.6%												
37	137.7%	131.0%	124.2%	117.5%	110.7%	104.0%	97.3%	90.5%	83.8%	77.0%	70.3%	63.5%	
	56.8%												
38	137.9%	131.1%	124.4%	117.6%	110.9%	104.2%	97.4%	90.7%	83.9%	77.2%	70.4%	63.7%	
	57.0%												
39	138.0%	131.3%	124.6%	117.8%	111.1%	104.3%	97.6%	90.8%	84.1%	77.4%	70.6%	63.9%	
	57.1%												
40	138.2%	131.5%	124.7%	118.0%	111.2%	104.5%	97.7%	91.0%	84.3%	77.5%	70.8%	64.0%	
	57.3%												
41	138.4%	131.6%	124.9%	118.1%	111.4%	104.7%	97.9%	91.2%	84.4%	77.7%	70.9%	64.2%	
	57.5%												
42	138.5%	131.8%	125.0%	118.3%	111.6%	104.8%	98.1%	91.3%	84.6%	77.8%	71.1%	64.4%	
	57.6%												
43	138.7%	132.0%	125.2%	118.5%	111.7%	105.0%	98.2%	91.5%	84.8%	78.0%	71.3%	64.5%	
	57.8%												
44	138.9%	132.1%	125.4%	118.6%	111.9%	105.1%	98.4%	91.7%	84.9%	78.2%	71.4%	64.7%	
	57.9%												
45	139.0%	132.3%	125.5%	118.8%	112.1%	105.3%	98.6%	91.8%	85.1%	78.3%	71.6%	64.9%	
	58.1%												
46	139.2%	132.4%	125.7%	119.0%	112.2%	105.5%	98.7%	92.0%	85.2%	78.5%	71.8%	65.0%	
	58.3%												
47	139.4%	132.6%	125.9%	119.1%	112.4%	105.6%	98.9%	92.2%	85.4%	78.7%	71.9%	65.2%	
	58.4%												
48+	139.5%	132.8%	126.0%	119.3%	112.5%	105.8%	99.1%	92.3%	85.6%	78.8%	72.1%	65.3%	58.6%

## Tail and Gap Factors (continued)

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

Months

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

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

Months Since Last Accident Date Covered

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

**Tail and Gap Factors (continued)**

Months

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

**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 Since 1 <sup>st</sup> Accident Date Covered	<b>Numbers below are percentages to be applied to occurrence base premium</b>											38	0.0%	—	—
												—	—	—	—
												—	—	—	—
	Months Since Last Accident Date Covered											39	0.2%	0.0%	—
												—	—	—	—
	38	39	40	41	42	43	44	45	46	47	48	—	—	—	—

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%									