PENNSYLVANIA PROFESSIONAL LIABILITY JOINT UNDERWRITING ASSOCIATION

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SECTION I – General Rules

A. Eligibility

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

B. Manual Rules

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

C. Procedures

1. Distribution System

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

2. Application

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

3. Rating Information

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

4. Policy

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

5. Administrative Fee

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

5% of the premium not to exceed $10,000 for each policy issued to Hospital or Nursing Home health care providers; or
5% of the premium not to exceed $1,000 for all other health care providers.

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

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

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

Limits of Insurance are provided in accordance with statutory requirements.

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

A. Coverage Forms and Declarations:

1. Non-Institutional Coverage
   Occurrence Coverage:
   - Coverage Form PPLJUA OCC-P-001
   - Declarations PPLJUA OC-D-001
   - Renewal Certificate PPLJUA OCC-P-002

   Claims Made Coverage:
   - Coverage Form PPLJUA CM-P-001
   - Declarations PPLJUA CMD -P-001
   - Renewal Certificate PPLJUA CMD -002
2. Institutional Coverage
   Occurrence Coverage:
   - Coverage Form HPL-1000A
   - Declarations HPL-1000A
   - Renewal Certificate PPLJUA OCC-H-002

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

B. Endorsements

1. Specified Incident Exclusion
   If a claims-made policy provides prior acts coverage, specific known incidents specified on the application that might lead to a claim are excluded using Exclusion – Specified Incident PPLJUA END-004.
2. Applicable only to non-institutional coverage
   Scope of Duties Limitation

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

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

Named Entity Exclusion

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

SECTION III - RATES AND PREMIUM CALCULATIONS

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

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

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

a. Disciplinary procedure within the past 10 years, any:
  1) License revoked in any State - surcharge 100%.
  2) License suspended in any State - surcharge 75%.
  3) Probation invoked in any State - surcharge 50%.
  4) Publicly reprimanded in any State - surcharge 50%.
  5) Subjected to Fine in any State - surcharge 25%.

b. During the past 5 years, any individual practicing or institution operating without insurance in Pennsylvania:
  1) If such period is less than 1 year (cumulative for all such periods) – surcharge 15%.
  2) If such period is greater than 1 year but less than 2 years (cumulative for all such periods) – surcharge 25%.
  3) If such period is greater than 2 years (cumulative for all such periods) – surcharge 50%.

2. Hospital Disciplinary Proceedings

Disciplinary proceedings within the past 10 years:

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

3. Medicare or Medicaid Action

Action within the past 10 years:

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

4. Federal Drug Enforcement Administration Action

Action within the past 10 years:

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

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

Action within the past 10 years:

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

6. Claims (Not applicable to Hospitals)

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

b. Surcharge points shall be assigned as follows:

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

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

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

Number of Points	*Surcharge Percentage*
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 ¼ point in excess of 7, add 7.5% to the 7 point surcharge.

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

7. Cumulative Impact of Two or More Applicable Surcharges

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

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

B. Non-Institutional Professional Liability

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

1. ***Procedure***

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

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

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

2. Whole Dollar Premium Rule.

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

3. Multiple Classifications or Territories.

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

4. Part-Time.

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

a. practice an average of 16 or less hours per week, or

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

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

5. Classification/Territory/Hours of Work Change.

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

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

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

b. Claims Made Coverage Options

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

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

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

6. Cancellation

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

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

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

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

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

b. The short rate penalty is the lesser of the following:
    1) 5% of the pro-rated unearned premium; or
    2) $1,000.

c. The excess administrative fee is:
    1) the actual administrative fee paid;

    less

    2) the administrative fee that would have been earned on the sum of the:
        a) pro-rated earned premium; and
        b) short rate penalty.

7. Premium Changes

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

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

8. Minimum Premium.

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

9. Professional Corporation, Professional Association or Partnership Coverage.

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

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

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

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

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

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

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

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

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

a. If an officer, member, principal, partner, employed health care provider or independent contractor health care provider who contracts with the insured entity is not insured by the Association, 30% of the separately purchased underlying primary premium that would have been charged by the Association shall apply in lieu of 15%.

b. The 15% or 30% charge of separately purchased underlying premium, referred to in this rule, shall be applied on a pro-rata basis for each independent contractor health care provider who provides such professional medical services for less than a weekly average of 40 hours, measured over the policy term. For example, the premium

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

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

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

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

11. Birth Centers.

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

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

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

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

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

* During their term in a medical residency or fellowship program

b. Definitions

1) New Physician, New Podiatrist:

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

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

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

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

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

13. Claim Free Credit

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

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

14. Definitions.

For classification assignment purposes, the following definitions apply:

a. *Major Surgery*: Includes operations in or upon any body cavity, including but not limited to the cranium, thorax, abdomen, or pelvis; any other operation which, because of the condition of the patient, or the length or circumstances of the operation, presents a distinct hazard to life. It also includes treating ulcers exceeding Wagner Grade II, including those with localized infection; removal of tumors, open bone fractures, amputations; the removal of any gland or organ, plastic surgery, any other operation performed under general anesthesia and other procedures determined by the Association to be considered major surgery.

b. *Minor Surgery*: Any operation not defined as Major surgery. Minor surgery also includes specialists who assist in major surgery on their own patients and any procedure determined by the Association to be extra hazardous.

c. Surgery (Podiatrist): Surgery is any procedure that requires any form of anesthesia (topical, local, regional, general, or I.V. gaseous sedation). Surgical debridement of ligaments, tendons and/or bone are surgical procedures. Procedures listed below under *No Surgery (Podiatrist)* are not surgical procedures.

d. *No Surgery*: The term no surgery applies to general practitioners and specialists who do not perform obstetrical procedures or surgery (other than incision of boils and superficial abscesses, or suturing of skin and superficial fascia), and who do not

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

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

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

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

1. Basis of Premium

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

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

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

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

2. Claims Made Coverage

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

Year of Coverage	Factor
1	19.1%
2	47.3%
3	86.2%
4	92.4%
5+	94.4%

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.

Minimum Premium	*Facility*
$8,000	Hospital
$3,000	All Other

6. Cancellations

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

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

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

a. The retained premium is the sum of:

   1) the pro-rated earned premium;

   2). the excess administrative fee, if any; and

   3) Association service charges.

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

b. The earned premium is determined by multiplying the sum of the units of exposure for the period in force by the applicable rates.

c. The excess administrative fee is:

   1) the actual administrative fee paid;

   less

   2) the administrative fee that would have been earned on the pro-rated earned premium.

7. Whole Dollar Premium Rule

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

8. Experience Rating Plan - Hospitals

a. Eligibility

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

b. Determination of Experience Modification

1) Experience Period. The experience period is the five policy years ending at least one year prior to the policy effective date or, if the experience for such period is not available, the total experience available, subject to a minimum of one complete policy year. Experience data from other companies or self-insurance may be used if it is considered reliable.

2) Premium. The experience period premium (EPP) is the sum of the premiums computed by extending the present exposures for IPL at present occurrence rates for limits of $100,000 per medical incident or occurrence (no aggregate), regardless of the limits of liability used in rating during the experience period. This experience period premium is then modified by trend factors (TF). The premium is also modified by claims-made factors (CMF) for years under a claims-made policy, if any.

   a) Trend Factor (TF): Multiply premium by the factors shown in Table I at the end of this section.

   b) Claims-Made Factor (CMF): If any of the experience periods were under claims-made coverage; multiply premium by the factors shown in Table I.

3) Losses. The experience period losses are the sum of the paid and outstanding losses (Indemnity) and allocated loss adjustment expenses for all policy years. Indemnity for any single claim is limited to $100,000; allocated loss adjustment expense (ALAE) for any single claim is limited to $50,000. Each policy year's losses are modified to reflect the ultimate level of losses. The loss development amount added to the limited reported losses is determined by multiplying each year's earned premium by the applicable loss percent unreported factor (PUF) shown in Table I.

4) Actual Loss Ratio. The actual loss ratio is determined by dividing the total of losses subject to experience rating (as determined in 3) above) by the total of the experience period premium (EPP) subject to experience rating (as determined in 2) above).

5) Credibility. The credibility factor (CF) is displayed in the table in Table I and is based upon the total of the experience period premium (EPP) subject to experience rating.

9. Nursing Home Surcharge Plan

a. Applicability

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

b. Steps

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

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

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

Step 3 Determine Loss Costs from Table II

Step 4 Determine Annual Gross Sales

Gross Sales means:

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

Step 5 Determine Surcharge

The surcharge shall be determined by application of the following:

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

Formula: Loss Costs X Gross Sales = Surcharge

10. Definitions

a. Hospital

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

b. Mental Health / Mental Rehabilitation

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

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

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

c. Extended Care

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

d. Outpatient Surgical

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

e. Health Institutions

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

f. Home Health Care

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

g. Convalescent Facilities

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

h. Skilled Nursing Facilities

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

i. Personal Care Facilities

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

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

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

k. Primary Health Center

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

TABLE I - EXPERIENCE RATING PLAN – HOSPITALS

Trend Factor (TF)

Experience Period Year	***IPL Factor***
Latest Policy Year	0.89
Second Latest Policy Year	0.84
Third Latest Policy Year	0.79
Fourth Latest Policy Year	0.75
Fifth Latest Policy Year	0.70

Claims-Made Factor (CMF):

Year Under Claims-Made Coverage	***IPL Factor***
First	*.225*
Second	*.495*
Third	*.868*
Fourth	*.927*
Fifth	*.946*

Loss Percentage Unreported Factor (PUF)

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

Territories 1 and 4

Credibility Factor Table

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

Territories 2 and 3

Credibility Factor Table

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

TABLE II Nursing Home Surcharge Plan

Surcharge Rating Territory

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

PHILADELPHIA SUBURBAN territory comprises all of the following townships in Bucks County:			007
Bensalem	Lower Makefield	Middletown	
Bristol	Lower Southampton	Upper Southampton	
Falls			
and also the following boroughs			
Bristol	Morrisville	Tullytown	
Hulmelville	Penndel (formerly So. Langhorne)	Yardley	
Langhorne			
all of the following townships in Montgomery County			
Abington	Lower Moreland	Upper Merion	
Bridgeport	Norristown	West Norriton	
Cheltenham	Plymouth	Whitemarsh	
East Norriton	Springfield	Whitpain	
Lower Merion	Upper Dublin		
and also the following boroughs			
Ambler	Conshohocken	Narberth	
Bryn Athyn	Jenkintown	Rockledge	
		West Conshohocken	
the townships of Treddyffrin and Easttown in Chester County and all of Delaware County except the townships of			
Birmingham	Edgemont		
Concord	Thornbury		
PITTSBURGH territory comprises all area within the limits of the city of Pittsburgh			002
READING territory comprises the entire city of Reading and all territory within five miles of the city limits including all of the following townships in Berks County			010
Alsace	Exeter	Robeson	
Bern	Lower Alsace	South Heidelberg	
Cumru	Lower Heidelberg	Spring	
	Muhlenberg		
and also the following boroughs			
Birdsboro	Shillington	West Lawn	
Kenhorst	Sinking Spring	West Leesport	
Laureldale	St. Lawrence	West Reading	
Mohnton	Temple	Wyomissing	
Mount Penn	Wernersville	Wyomissing Hills	
WASHINGTON COUNTY			011
WESTMORELAND COUNTY			011
REMAINDER OF STATE			013

Surcharge Loss Costs

Territory	Effective *Loss Costs*
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 1. Quality – detail, legibility 2. Length of time records have been kept 3. Record retention policies	25%	25%
B. Procedures Procedures differ from those anticipated by class	25%	25%
C. Patient Procedures 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	25%	25%
D. Continuing Education Participation in continuing education programs which include risk management topics	15%	15%
E. Risk Management Techniques Implementation of risk management techniques consistent with specialty	20%	20%
F. Telephone Protocol	5%	5%
G. Cooperation 1. With insurance carrier 2. Coordination with other physicians 3. Business reputation	10%	10%
H. Staffing (adequacy, employee selection, specialties [licensed recreational and/or physical therapists] qualifications, training, supervision and experience)	10%	10%
I. Incomplete Information or Prior Loss History Incomplete Information or Loss history not documented by loss runs from prior carrier(s).	0%	50%

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.

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

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

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

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

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

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

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

INDIVIDUAL RISK PREMIUM MODIFICATION PLAN
NURSING HOME PROFESSIONAL LIABILITY

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

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
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
00758	Hematology/Oncology – No Surgery
00786	Neoplastic Diseases – 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
01037	Endocrinology – No Surgery
01074	Geriatrics – No 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 011 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
01142	Nephrology – No Surgery
01144	Pulmonary Medicine – No Surgery
01199	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
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
02006	Gastroenterology – 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
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
07085	Peripheral Vascular Surgery
07025	Thoracic Surgery
07084	Trauma – Major Surgery
07054	Vascular and Thoracic Surgery
07026	Vascular 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
09099	Surgeons Not Otherwise Classified (NOC)

CLASS 100 - Surgeons - Specialists

This classification generally applies to specialists hereafter listed.

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

CLASS 120 - Podiatrists-Non-Surgical

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

CLASS 130 - Podiatrists - Surgical

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

CLASS 802 - Additional Charges: Other

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

CLASS 900 - Certified Nurse Midwives

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

SECTION IV – Special Coverage Options

A. All Options

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

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

B. Extended Reporting Period Coverage

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

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

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

C. Tail Replacement Coverage

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

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

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

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

D. Excess Insurance Coverage

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

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

   The factor for this coverage is determined as follows:

   For each different layer of coverage required,

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

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

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

   c. add the amounts determined in a. and b. above for each layer required
2. For non-institutional risks, use Coverage Form PPLJUA EXC-P 001 with Declarations PPLJUA EXC-P 001.
3. For Institutional risks, use Declarations and Coverage Form PPLJUA EXC-H 001.

E. Prior Acts Coverage

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

RATE PAGES

Physicians, Surgeons And Other Health Care Professionals (Occurrence)

MEDICAL PROFESSIONAL LIABILITY

Annual Occurrence Rates

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

	Territory					
Class	1	2	3	4	5	6
005	4,816	2,452	2,804	3,427	3,873	3,039
006	7,618	3,630	4,231	5,296	6,020	4,634
007	16,370	7,271	8,642	11,072	12,724	9,561
010	10,998	5,037	5,935	7,527	8,610	6,537
011	15,037	6,613	7,504	9,757	11,703	8,811
012	26,945	11,670	13,972	18,052	20,824	15,515
015	20,248	8,884	10,597	13,632	15,695	11,745
017	21,996	9,611	11,478	14,786	17,034	12,734
020	25,482	11,062	13,235	17,087	19,704	14,692
022	30,862	13,300	15,946	20,638	23,825	17,721
025	29,504	12,735	15,262	19,741	22,785	16,956
030	32,719	14,072	16,882	21,863	25,247	18,766
035	45,555	19,412	23,351	30,335	35,080	25,993
050	45,059	19,206	23,101	30,007	34,700	25,713
060	54,447	23,111	27,833	36,203	41,891	30,999
070	81,996	34,572	41,718	54,386	62,994	46,509
080	92,858	39,090	47,192	61,555	71,314	52,624
090	60,818	25,761	31,044	40,408	46,771	35,372
100	152,545	63,920	77,275	100,948	117,034	86,228
120	5,074	2,572	2,949	3,617	4,071	3,202
130	28,982	12,518	14,999	19,397	22,385	16,662
900	28,129	12,163	14,569	18,834	21,732	16,182

RATING TERRITORY – County

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

Physicians, Surgeons And Other Health Care Professionals
(1st Year Claims Made)

MEDICAL PROFESSIONAL LIABILITY

Annual 1st Year Claims Made Rates

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

	Territory					
Class	1	2	3	4	5	6
005	1,594	1,077	1,138	1,246	1,319	1,179
006	1,971	1,234	1,385	1,569	1,695	1,455
007	3,622	1,911	2,148	2,569	2,911	2,307
010	2,684	1,524	1,680	1,955	2,158	1,784
011	3,254	1,789	2,018	2,416	2,678	2,177
012	6,020	2,672	3,070	4,076	4,840	3,601
015	4,759	2,190	2,486	3,222	3,827	2,846
017	6,306	2,667	3,027	4,269	5,070	3,771
020	6,306	2,667	3,027	4,269	5,070	3,771
022	8,329	3,523	3,997	5,638	6,696	4,980
025	6,306	2,856	3,293	4,269	5,070	3,771
030	8,819	3,730	4,234	5,970	7,091	5,273
035	11,032	4,667	5,295	7,469	8,869	6,597
050	12,136	5,134	5,826	8,216	9,757	7,257
060	15,148	6,408	7,271	10,255	12,180	9,058
070	23,510	9,945	11,285	15,916	18,902	14,059
080	26,223	11,092	12,587	17,753	21,083	15,681
090	17,828	7,541	8,558	12,069	14,334	10,661
100	37,535	15,877	18,017	25,411	30,178	22,446
120	1,531	965	1,096	1,279	1,357	1,207
130	6,500	2,819	3,248	4,400	5,226	3,888
900	6,367	2,757	3,173	4,311	5,120	3,808

RATING TERRITORY – County

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

Physicians, Surgeons And Other Health Care Professionals
(2nd Year Claims Made)

MEDICAL PROFESSIONAL LIABILITY

Annual Rates
$ 500,000 per occurrence / $ 1,500,000 per annual aggregate

	Territory					
Class	1	2	3	4	5	6
005	2,658	1,566	1,730	2,021	2,219	1,840
006	3,979	2,058	2,336	2,894	3,232	2,585
007	8,066	3,816	4,457	5,592	6,363	4,886
010	5,557	2,773	3,193	3,936	4,442	3,474
011	7,443	3,474	4,039	4,957	5,886	4,536
012	13,004	5,871	6,946	8,851	10,146	7,666
015	9,877	4,570	5,370	6,787	7,750	5,906
017	10,693	4,909	5,781	7,326	8,455	6,365
020	12,321	5,587	6,602	8,400	9,623	7,282
022	14,834	6,632	7,868	10,059	11,547	8,696
025	14,199	6,368	7,548	9,640	11,061	8,339
030	15,701	6,993	8,305	10,631	12,211	9,184
035	21,695	9,486	11,326	14,587	16,803	12,559
050	21,463	9,390	11,209	14,434	16,626	12,429
060	25,847	11,214	13,419	17,328	20,311	15,107
070	39,207	16,584	19,903	26,543	31,523	23,445
080	43,786	18,676	22,460	29,606	35,160	26,151
090	29,731	12,576	14,918	20,127	23,904	17,779
100	71,660	30,272	36,508	47,564	55,076	40,689
120	2,790	1,610	1,798	2,110	2,322	1,916
130	13,956	6,267	7,425	9,479	10,875	8,202
900	13,557	6,101	7,224	9,216	10,570	7,978

RATING TERRITORY – County

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

Physicians, Surgeons And Other Health Care Professionals
(3rd Year Claims Made)

MEDICAL PROFESSIONAL LIABILITY

Annual Rates
$ 500,000 per occurrence / $ 1,500,000 per annual aggregate

	Territory					
Class	1	2	3	4	5	6
005	4,242	2,226	2,530	3,068	3,434	2,733
006	6,689	3,055	3,467	4,684	5,309	4,111
007	14,251	6,389	7,574	9,674	11,101	8,368
010	9,610	4,459	5,235	6,611	7,546	5,756
011	12,803	5,416	6,146	8,498	10,219	7,656
012	23,388	10,190	12,179	15,704	18,100	13,512
015	17,602	7,784	9,263	11,886	13,668	10,255
017	19,112	8,412	10,024	12,882	14,824	11,105
020	22,124	9,665	11,542	14,870	17,132	12,801
022	26,773	11,599	13,885	17,938	20,693	15,418
025	25,599	11,110	13,294	17,164	19,794	14,757
030	28,376	12,266	14,693	18,997	21,921	16,321
035	39,467	16,879	20,283	26,317	30,417	22,565
050	39,038	16,701	20,067	26,034	30,088	22,324
060	47,149	20,075	24,155	31,387	36,301	26,890
070	70,952	29,977	36,151	47,097	54,534	40,291
080	80,337	33,881	40,881	53,291	61,723	45,575
090	52,654	22,365	26,929	35,020	40,518	30,553
100	131,907	55,334	66,873	87,327	101,225	74,608
120	4,491	2,329	2,655	3,233	3,625	2,874
130	25,148	10,923	13,066	16,866	19,448	14,503
900	24,411	10,616	12,695	16,380	18,883	14,088

RATING TERRITORY – County

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

Physicians, Surgeons And Other Health Care Professionals
(4th Year Claims Made)

MEDICAL PROFESSIONAL LIABILITY

Annual Rates
$ 500,000 per occurrence / $ 1,500,000 per annual aggregate

	Territory					
Class	1	2	3	4	5	6
005	4,498	2,332	2,659	3,237	3,630	2,877
006	7,127	3,338	3,789	4,972	5,644	4,357
007	15,248	6,804	8,077	10,332	11,865	8,930
010	10,263	4,731	5,564	7,042	8,047	6,123
011	13,992	5,919	6,715	9,062	10,917	8,233
012	25,062	10,887	13,023	16,809	19,382	14,455
015	18,847	8,302	9,891	12,708	14,622	10,956
017	20,469	8,976	10,708	13,778	15,864	11,869
020	23,705	10,322	12,339	15,913	18,342	13,691
022	28,697	12,399	14,855	19,209	22,167	16,502
025	27,437	11,875	14,220	18,377	21,201	15,792
030	30,420	13,116	15,723	20,346	23,486	17,471
035	42,332	18,071	21,727	28,208	32,611	24,178
050	41,871	17,880	21,495	27,904	32,258	23,919
060	50,583	21,504	25,886	33,653	38,932	28,824
070	76,149	32,139	38,771	50,527	58,515	43,217
080	86,229	36,332	43,851	57,180	66,236	48,892
090	56,496	23,963	28,866	37,556	43,461	32,713
100	141,619	59,375	71,768	93,737	108,665	80,077
120	4,765	2,444	2,793	3,414	3,835	3,028
130	26,952	11,673	13,976	18,057	20,830	15,519
900	26,161	11,344	13,577	17,534	20,224	15,073

RATING TERRITORY – County

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

Physicians, Surgeons And Other Health Care Professionals
(5th Year Claims Made)

MEDICAL PROFESSIONAL LIABILITY

Annual Rates
$ 500,000 per occurrence / $ 1,500,000 per annual aggregate

	Territory					
Class	1	2	3	4	5	6
005	4,758	2,440	2,790	3,409	3,829	3,024
006	7,570	3,408	3,869	5,265	5,984	4,607
007	16,261	7,226	8,587	11,000	12,640	9,500
010	10,927	5,007	5,899	7,480	8,555	6,497
011	14,289	6,045	6,859	9,244	11,217	8,544
012	26,762	11,594	13,880	17,931	20,684	15,412
015	20,112	8,828	10,528	13,542	15,591	11,668
017	21,847	9,550	11,403	14,688	16,920	12,645
020	25,310	10,990	13,148	16,973	19,572	14,594
022	30,652	13,212	15,840	20,499	23,664	17,602
025	29,303	12,651	15,160	19,609	22,631	16,843
030	32,495	13,979	16,769	21,715	25,076	18,640
035	45,242	19,282	23,194	30,128	34,840	25,816
050	44,749	19,077	22,945	29,803	34,462	25,539
060	54,071	22,955	27,643	35,955	41,603	30,787
070	81,428	34,335	41,431	54,011	62,558	46,189
080	92,214	38,822	46,867	61,129	70,820	52,261
090	60,398	25,587	30,832	40,131	46,449	34,349
100	151,483	63,478	76,739	100,247	116,221	85,630
120	5,044	2,559	2,934	3,597	4,048	3,185
130	28,785	12,436	14,798	18,632	22,234	16,551
900	27,938	12,083	14,472	18,707	21,585	16,074

RATING TERRITORY – County

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

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)	6,876.07	3,052.97	3,823.09	6,112.83
Per Occupied Bed	Mental Health/Mental Rehabilitation	3,440.98	1,527.80	1,913.18	3,059.03
Per Occupied Bed	Extended Care	306.12	135.91	170.20	272.13
Per Occupied Bed	Outpatient Surgical	6,876.07	3,052.97	3,823.09	6,112.83
Per Occupied Bed	Health Institution	1,377.58	611.64	765.93	1,224.65
Per 100 Visits	Emergency	687.32	305.18	382.15	611.03
Per 100 Visits	Other	274.93	122.07	152.86	244.42
Per 100 Visits	Mental Health/Mental Rehabilitation	171.84	76.29	95.52	152.75
Per 100 Visits	Extended Care	15.26	6.78	8.47	13.58
Per 100 Visits	Outpatient Surgical	687.32	305.18	382.15	611.03
Per 100 Visits	Health Institution	103.08	45.78	57.32	91.65
Per 100 Visits	Home Health Care	171.84	76.29	95.52	152.75

Nursing Homes

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

			Territory			
Exposure Base*		Classification	1	2	3	4
Per Occupied Bed	80924	Convalescent Facilities	467.56	207.61	259.98	415.67
Per Occupied Bed	80923	Skilled Nursing Facilities	385.06	170.98	214.10	342.33

* 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	676.34	300.28	376.05	601.26
Per 100 Visits	80614	Other	270.54	120.10	150.42	240.51
Per 100 Visits	80614	Mental Health/Mental Rehabilitation	169.10	75.09	94.02	150.35
Per 100 Visits	80614	Outpatient Surgical	676.34	300.28	376.05	601.26
Per 100 Visits	80614	Home Health Care	169.10	75.09	94.02	150.35

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: $793

Variable Expense Load: JUA Insureds: .0425; Other Insureds: .0665

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

	Territory					
Class	1	2	3	4	5	6
5	3,745	1,558	1,887	2,471	2,868	2,108
6	6,399	2,662	3,225	4,223	4,901	3,602
7	14,599	6,073	7,358	9,636	11,183	8,219
10	9,566	3,980	4,821	6,314	7,328	5,386
11	13,351	5,554	6,729	8,811	10,227	7,516
12	24,509	10,196	12,353	16,176	18,774	13,799
15	18,234	7,585	9,190	12,034	13,967	10,266
17	19,872	8,267	10,015	13,115	15,222	11,188
20	23,139	9,626	11,662	15,272	17,724	13,027
22	28,180	11,723	14,203	18,599	21,586	15,866
25	26,907	11,193	13,561	17,759	20,611	15,149
30	29,920	12,447	15,080	19,747	22,918	16,845
35	41,948	17,450	21,142	27,686	32,132	23,617
50	41,483	17,257	20,907	27,379	31,776	23,355
60	50,280	20,917	25,341	33,185	38,515	28,308
70	76,096	31,656	38,352	50,223	58,289	42,842
80	86,274	35,890	43,482	56,941	66,086	48,572
90	56,251	23,400	28,350	37,125	43,088	31,669
100	142,205	59,157	71,672	93,856	108,929	80,062
120	4,014	1,670	2,023	2,649	3,075	2,260
130	26,418	10,990	13,315	17,436	20,236	14,874
900	25,619	10,657	12,912	16,908	19,624	14,423

RATING TERRITORY – County

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

Tail and Gap Factors

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

Months Since Last Accident Date Covered

Months Since 1st 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	13.4%	6.7%	0.0%	—	—	—	—	—	—	—	—	—	—
3	20.0%	13.4%	6.7%	0.0%	—	—	—	—	—	—	—	—	—
4	26.7%	20.0%	13.4%	6.7%	0.0%	—	—	—	—	—	—	—	—
5	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%	—	—	—	—	—	—	—
6	40.1%	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%	—	—	—	—	—	—
7	46.7%	40.1%	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%	—	—	—	—	—
8	53.4%	46.7%	40.1%	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%	—	—	—	—
9	60.1%	53.4%	46.7%	40.1%	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%	—	—	—
10	66.8%	60.1%	53.4%	46.7%	40.1%	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%	—	—
11	73.4%	66.8%	60.1%	53.4%	46.7%	40.1%	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%	—
12	80.1%	73.4%	66.8%	60.1%	53.4%	46.7%	40.1%	33.4%	26.7%	20.0%	13.4%	6.7%	0.0%
13	84.1%	77.5%	70.8%	64.1%	57.4%	50.8%	44.1%	37.4%	30.7%	24.1%	17.4%	10.7%	4.0%
14	88.2%	81.5%	74.8%	68.2%	61.5%	54.8%	48.1%	41.5%	34.8%	28.1%	21.4%	14.8%	8.1%
15	92.2%	85.6%	78.9%	72.2%	65.5%	58.9%	52.2%	45.5%	38.8%	32.1%	25.5%	18.8%	12.1%
16	96.3%	89.6%	82.9%	76.2%	69.6%	62.9%	56.2%	49.5%	42.9%	36.2%	29.5%	22.8%	16.2%
17	100.3%	93.6%	87.0%	80.3%	73.6%	66.9%	60.3%	53.6%	46.9%	40.2%	33.6%	26.9%	20.2%
18	104.3%	97.7%	91.0%	84.3%	77.6%	71.0%	64.3%	57.6%	50.9%	44.3%	37.6%	30.9%	24.2%
19	108.4%	101.7%	95.0%	88.4%	81.7%	75.0%	68.3%	61.7%	55.0%	48.3%	41.6%	35.0%	28.3%
20	112.4%	105.8%	99.1%	92.4%	85.7%	79.1%	72.4%	65.7%	59.0%	52.4%	45.7%	39.0%	32.3%
21	116.5%	109.8%	103.1%	96.4%	89.8%	83.1%	76.4%	69.7%	63.1%	56.4%	49.7%	43.0%	36.4%
22	120.5%	113.8%	107.2%	100.5%	93.8%	87.1%	80.5%	73.8%	67.1%	60.4%	53.8%	47.1%	40.4%
23	124.6%	117.9%	111.2%	104.5%	97.9%	91.2%	84.5%	77.8%	71.2%	64.5%	57.8%	51.1%	44.4%

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

Months Since 1st Accident Date Covered	Months Since Last Accident Date Covered												
	0	1	2	3	4	5	6	7	8	9	10	11	12
24	128.6%	121.9%	115.2%	108.6%	101.9%	95.2%	88.5%	81.9%	75.2%	68.5%	61.8%	55.2%	48.5%
25	129.2%	122.6%	115.9%	109.2%	102.5%	95.9%	89.2%	82.5%	75.8%	69.2%	62.5%	55.8%	49.1%
26	129.9%	123.2%	116.6%	109.9%	103.2%	96.5%	89.9%	83.2%	76.5%	69.8%	63.2%	56.5%	49.8%
27	130.6%	123.9%	117.2%	110.5%	103.9%	97.2%	90.5%	83.8%	77.2%	70.5%	63.8%	57.1%	50.5%
28	131.2%	124.5%	117.9%	111.2%	104.5%	97.8%	91.2%	84.5%	77.8%	71.1%	64.5%	57.8%	51.1%
29	131.9%	125.2%	118.5%	111.8%	105.2%	98.5%	91.8%	85.1%	78.5%	71.8%	65.1%	58.4%	51.8%
30	132.5%	125.9%	119.2%	112.5%	105.8%	99.1%	92.5%	85.8%	79.1%	72.4%	65.8%	59.1%	52.4%
31	133.2%	126.5%	119.8%	113.2%	106.5%	99.8%	93.1%	86.5%	79.8%	73.1%	66.4%	59.8%	53.1%
32	133.8%	127.2%	120.5%	113.8%	107.1%	100.5%	93.8%	87.1%	80.4%	73.8%	67.1%	60.4%	53.7%
33	134.5%	127.8%	121.1%	114.5%	107.8%	101.1%	94.4%	87.8%	81.1%	74.4%	67.7%	61.1%	54.4%
34	135.1%	128.5%	121.8%	115.1%	108.4%	101.8%	95.1%	88.4%	81.7%	75.1%	68.4%	61.7%	55.0%
35	135.8%	129.1%	122.5%	115.8%	109.1%	102.4%	95.7%	89.1%	82.4%	75.7%	69.0%	62.4%	55.7%
36	136.5%	129.8%	123.1%	116.4%	109.8%	103.1%	96.4%	89.7%	83.1%	76.4%	69.7%	63.0%	56.4%
37	136.6%	129.9%	123.2%	116.6%	109.9%	103.2%	96.5%	89.9%	83.2%	76.5%	69.8%	63.2%	56.5%
38	136.7%	130.1%	123.4%	116.7%	110.0%	103.4%	96.7%	90.0%	83.3%	76.7%	70.0%	63.3%	56.6%
39	136.9%	130.2%	123.5%	116.8%	110.2%	103.5%	96.8%	90.1%	83.5%	76.8%	70.1%	63.4%	56.8%
40	137.0%	130.3%	123.7%	117.0%	110.3%	103.6%	97.0%	90.3%	83.6%	76.9%	70.3%	63.6%	56.9%
41	137.2%	130.5%	123.8%	117.1%	110.5%	103.8%	97.1%	90.4%	83.8%	77.1%	70.4%	63.7%	57.1%
42	137.3%	130.6%	123.9%	117.3%	110.6%	103.9%	97.2%	90.6%	83.9%	77.2%	70.5%	63.9%	57.2%
43	137.4%	130.8%	124.1%	117.4%	110.7%	104.1%	97.4%	90.7%	84.0%	77.4%	70.7%	64.0%	57.3%
44	137.6%	130.9%	124.2%	117.5%	110.9%	104.2%	97.5%	90.8%	84.2%	77.5%	70.8%	64.1%	57.5%
45	137.7%	131.0%	124.4%	117.7%	111.0%	104.3%	97.7%	91.0%	84.3%	77.6%	71.0%	64.3%	57.6%
46	137.9%	131.2%	124.5%	117.8%	111.2%	104.5%	97.8%	91.1%	84.4%	77.8%	71.1%	64.4%	57.7%
47	138.0%	131.3%	124.6%	118.0%	111.3%	104.6%	97.9%	91.3%	84.6%	77.9%	71.2%	64.6%	57.9%
48+	138.1%	131.5%	124.8%	118.1%	111.4%	104.8%	98.1%	91.4%	84.7%	78.1%	71.4%	64.7%	58.0%

Tail and Gap Factors (continued)

Numbers below are percentages to be applied to occurrence base premium

Months Since 1st Accident Date Covered	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	24.2%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—	—	—
20	28.3%	24.2%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—	—
21	32.3%	28.3%	24.2%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—	—
22	36.4%	32.3%	28.3%	24.2%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—	—
23	40.4%	36.4%	32.3%	28.3%	24.2%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—	—
24	44.4%	40.4%	36.4%	32.3%	28.3%	24.2%	20.2%	16.2%	12.1%	8.1%	4.0%	0.0%	—
25	45.1%	41.1%	37.0%	33.0%	28.9%	24.9%	20.9%	16.8%	12.8%	8.7%	4.7%	0.7%	0.0%
26	45.8%	41.7%	37.7%	33.6%	29.6%	25.6%	21.5%	17.5%	13.4%	9.4%	5.4%	1.3%	0.7%
27	46.4%	42.4%	38.3%	34.3%	30.3%	26.2%	22.2%	18.1%	14.1%	10.0%	6.0%	2.0%	1.3%
28	47.1%	43.0%	39.0%	34.9%	30.9%	26.9%	22.8%	18.8%	14.7%	10.7%	6.7%	2.6%	2.0%
29	47.7%	43.7%	39.6%	35.6%	31.6%	27.5%	23.5%	19.4%	15.4%	11.4%	7.3%	3.3%	2.6%
30	48.4%	44.3%	40.3%	36.3%	32.2%	28.2%	24.1%	20.1%	16.1%	12.0%	8.0%	3.9%	3.3%
31	49.0%	45.0%	41.0%	36.9%	32.9%	28.8%	24.8%	20.7%	16.7%	12.7%	8.6%	4.6%	3.9%
32	49.7%	45.7%	41.6%	37.6%	33.5%	29.5%	25.4%	21.4%	17.4%	13.3%	9.3%	5.2%	4.6%
33	50.3%	46.3%	42.3%	38.2%	34.2%	30.1%	26.1%	22.1%	18.0%	14.0%	9.9%	5.9%	5.2%
34	51.0%	47.0%	42.9%	38.9%	34.8%	30.8%	26.8%	22.7%	18.7%	14.6%	10.6%	6.6%	5.9%
35	51.7%	47.6%	43.6%	39.5%	35.5%	31.5%	27.4%	23.4%	19.3%	15.3%	11.2%	7.2%	6.6%
36	52.3%	48.3%	44.2%	40.2%	36.1%	32.1%	28.1%	24.0%	20.0%	15.9%	11.9%	7.9%	7.2%

Numbers below are percentages to be applied to occurrence base premium

Months Since 1st Accident Date Covered	Months Since Last Accident Date Covered 13	14	15	16	17	18	19	20	21	22	23	24	25
37	52.5%	48.4%	44.4%	40.3%	36.3%	32.2%	28.2%	24.2%	20.1%	16.1%	12.0%	8.0%	7.3%
38	52.6%	48.5%	44.5%	40.5%	36.4%	32.4%	28.3%	24.3%	20.3%	16.2%	12.2%	8.1%	7.5%
39	52.7%	48.7%	44.6%	40.6%	36.6%	32.5%	28.5%	24.4%	20.4%	16.4%	12.3%	8.3%	7.6%
40	52.9%	48.8%	44.8%	40.7%	36.7%	32.7%	28.6%	24.6%	20.5%	16.5%	12.5%	8.4%	7.8%
41	53.0%	49.0%	44.9%	40.9%	36.8%	32.8%	28.8%	24.7%	20.7%	16.6%	12.6%	8.6%	7.9%
42	53.1%	49.1%	45.1%	41.0%	37.0%	32.9%	28.9%	24.9%	20.8%	16.8%	12.7%	8.7%	8.0%
43	53.3%	49.2%	45.2%	41.2%	37.1%	33.1%	29.0%	25.0%	21.0%	16.9%	12.9%	8.8%	8.2%
44	53.4%	49.4%	45.3%	41.3%	37.3%	33.2%	29.2%	25.1%	21.1%	17.1%	13.0%	9.0%	8.3%
45	53.6%	49.5%	45.5%	41.4%	37.4%	33.4%	29.3%	25.3%	21.2%	17.2%	13.2%	9.1%	8.5%
46	53.7%	49.7%	45.6%	41.6%	37.5%	33.5%	29.5%	25.4%	21.4%	17.3%	13.3%	9.3%	8.6%
47	53.8%	49.8%	45.8%	41.7%	37.7%	33.6%	29.6%	25.6%	21.5%	17.5%	13.4%	9.4%	8.7%
48+	54.0%	49.9%	45.9%	41.9%	37.8%	33.8%	29.7%	25.7%	21.7%	17.6%	13.6%	9.5%	8.9%

Tail and Gap Factors (continued)

Numbers below are percentages to be applied to occurrence base premium

Months Since 1st Accident Date Covered	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	2.6%	2.0%	1.3%	0.7%	0.0%	—	—	—	—	—	—	—
31	3.3%	2.6%	2.0%	1.3%	0.7%	0.0%	—	—	—	—	—	—
32	3.9%	3.3%	2.6%	2.0%	1.3%	0.7%	0.0%	—	—	—	—	—
33	4.6%	3.9%	3.3%	2.6%	2.0%	1.3%	0.7%	0.0%	—	—	—	—
34	5.2%	4.6%	3.9%	3.3%	2.6%	2.0%	1.3%	0.7%	0.0%	—	—	—
35	5.9%	5.2%	4.6%	3.9%	3.3%	2.6%	2.0%	1.3%	0.7%	0.0%	—	—
36	6.6%	5.9%	5.2%	4.6%	3.9%	3.3%	2.6%	2.0%	1.3%	0.7%	0.0%	—
37	6.7%	6.0%	5.4%	4.7%	4.1%	3.4%	2.8%	2.1%	1.4%	0.8%	0.1%	0.0%
38	6.8%	6.2%	5.5%	4.9%	4.2%	3.6%	2.9%	2.2%	1.6%	0.9%	0.3%	0.1%
39	7.0%	6.3%	5.7%	5.0%	4.3%	3.7%	3.0%	2.4%	1.7%	1.1%	0.4%	0.3%
40	7.1%	6.5%	5.8%	5.1%	4.5%	3.8%	3.2%	2.5%	1.9%	1.2%	0.6%	0.4%
41	7.2%	6.6%	5.9%	5.3%	4.6%	4.0%	3.3%	2.7%	2.0%	1.4%	0.7%	0.6%
42	7.4%	6.7%	6.1%	5.4%	4.8%	4.1%	3.5%	2.8%	2.1%	1.5%	0.8%	0.7%
43	7.5%	6.9%	6.2%	5.6%	4.9%	4.3%	3.6%	2.9%	2.3%	1.6%	1.0%	0.8%
44	7.7%	7.0%	6.4%	5.7%	5.0%	4.4%	3.7%	3.1%	2.4%	1.8%	1.1%	1.0%
45	7.8%	7.2%	6.5%	5.8%	5.2%	4.5%	3.9%	3.2%	2.6%	1.9%	1.3%	1.1%
46	7.9%	7.3%	6.6%	6.0%	5.3%	4.7%	4.0%	3.4%	2.7%	2.0%	1.4%	1.3%
47	8.1%	7.4%	6.8%	6.1%	5.5%	4.8%	4.2%	3.5%	2.8%	2.2%	1.5%	1.4%
48+	8.2%	7.6%	6.9%	6.3%	5.6%	4.9%	4.3%	3.6%	3.0%	2.3%	1.7%	1.5%

Tail and Gap Factors (continued)

Numbers below are percentages to be applied to occurrence base premium

Months Since Last Accident Date Covered

Months Since 1st Accident Date Covered	38	39	40	41	42	43	44	45	46	47	48
38	0.0%	—	—	—	—	—	—	—	—	—	—
39	0.1%	0.0%	—	—	—	—	—	—	—	—	—
40	0.3%	0.1%	0.0%	—	—	—	—	—	—	—	—
41	0.4%	0.3%	0.1%	0.0%	—	—	—	—	—	—	—
42	0.6%	0.4%	0.3%	0.1%	0.0%	—	—	—	—	—	—
43	0.7%	0.6%	0.4%	0.3%	0.1%	0.0%	—	—	—	—	—
44	0.8%	0.7%	0.6%	0.4%	0.3%	0.1%	0.0%	—	—	—	—
45	1.0%	0.8%	0.7%	0.6%	0.4%	0.3%	0.1%	0.0%	—	—	—
46	1.1%	1.0%	0.8%	0.7%	0.6%	0.4%	0.3%	0.1%	0.0%	—	—
47	1.3%	1.1%	1.0%	0.8%	0.7%	0.6%	0.4%	0.3%	0.1%	0.0%	—
48+	1.4%	1.3%	1.1%	1.0%	0.8%	0.7%	0.6%	0.4%	0.3%	0.1%	0.0%