SERFF Tracking Number:	*PCWA-126886409*	*State:*	*District of Columbia*
Filing Company:	*ProAssurance National Capital Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*DC-HCP-2011-R*		
TOI:	*11.2 Med Mal-Claims Made Only*	*Sub-TOI:*	*11.2000 Med Mal Sub-TOI Combinations*
Product Name:	*Health Care Professional Liability Rates and Rules Manual*		
Project Name/Number:	*Rate and Rule Filing/*		

Filing at a Glance

Company: ProAssurance National Capital Insurance Company

Product Name: Health Care Professional Liability Rates and Rules Manual	SERFF Tr Num: PCWA-126886409	State: District of Columbia
TOI: 11.2 Med Mal-Claims Made Only	SERFF Status: Closed-APPROVED	State Tr Num:
Sub-TOI: 11.2000 Med Mal Sub-TOI Combinations	Co Tr Num: DC-HCP-2011-R	State Status:
Filing Type: Rate/Rule		Reviewer(s):
	Author: LaQuita Goodwin	Disposition Date: 11/16/2010
	Date Submitted: 11/02/2010	Disposition Status: APPROVED
Effective Date Requested (New): 01/11/2011		Effective Date (New):
Effective Date Requested (Renewal): 01/11/2011		Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Rate and Rule Filing	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments: None
Reference Organization: None	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/16/2010	
State Status Changed:	Deemer Date:
Created By: LaQuita Goodwin	Submitted By: LaQuita Goodwin

Corresponding Filing Tracking Number: PCWA-126886446

Filing Description:

I submit for your review and approval revisions to the Health Care Professionals Rates and Rules manual. I request the effective date of January 1, 2011 for policies that are issued or renewed on or after this date.

Although I've included marked pages of the manual outlining the revisions, certain changes include:

1. expiring some unused specialties;
2. adding new specialties 80477(A) and 80477(B) (surgical consultation specialties);
3. changing to the dental class plan to bring the D.C. dental class plan in line with the dental class plan used companywide;

4. eliminating PracticeGard in the state exceptions and the rules for extended legal defense, in the base manual and used companywide, will be used in its place. The endorsement to be used with this coverage will be submitted under separate cover.

If you have any questions during the review process, please let me know.

Thank you.

Company and Contact

Filing Contact Information

LaQuita Goodwin, Compliance Specialist	lgoodwin@proassurance.com	
100 Brookwood Place	205-877-4426 [Phone]	
Birmingham, AL 35209	205-414-2887 [FAX]	

Filing Company Information

ProAssurance National Capital Insurance Company	CoCode: 41149	State of Domicile: District of Columbia
100 Brookwood Place	Group Code: 2698	Company Type: Property & Casualty
Birmingham, AL 35209	Group Name: ProAssurance	State ID Number: 08
(205) 877-4426 ext. [Phone]	FEIN Number: 52-1194407	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ProAssurance National Capital Insurance Company	$0.00		

SERFF Tracking Number:	*PCWA-126886409*	*State:*	*District of Columbia*
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Project Name/Number:	*Rate and Rule Filing/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Robert Nkojo	11/16/2010	11/16/2010

SERFF Tracking Number:	*PCWA-126886409*	*State:*	*District of Columbia*
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Disposition

Disposition Date: 11/16/2010
Effective Date (New):
Effective Date (Renewal):
Status: APPROVED
Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
ProAssurance National Capital Insurance Company	0.000%	0.000%	$0	0	$19,671,893	0.000%	0.000%

Percent Change Approved:

Minimum: % **Maximum:** % **Weighted Average:** %

SERFF Tracking Number:	*PCWA-126886409*	*State:*	*District of Columbia*
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Consulting Authorization		Yes
Supporting Document	Actuarial Certification (P&C)		Yes
Supporting Document	District of Columbia and Countrywide Experience for the Last 5 Years (P&C)		Yes
Supporting Document	District of Columbia and Countrywide Loss Ratio Analysis (P&C)		Yes
Supporting Document	Marked copy of manual		Yes
Rate	Underwriting Manual		Yes

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Filing Company:	*ProAssurance National Capital Insurance Company*	*State Tracking Number:*	
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Project Name/Number:	*Rate and Rule Filing/*		

Rate Information

Rate data applies to filing.

Filing Method:
Rate Change Type: %
Overall Percentage of Last Rate Revision: %
Effective Date of Last Rate Revision:
Filing Method of Last Filing:

Company Rate Information

Company Name:	Company Rate Change:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
ProAssurance National Capital Insurance Company	N/A	0.000%	0.000%	$0	0	$19,671,893	0.000%	0.000%

SERFF Tracking Number:	*PCWA-126886409*	*State:*	*District of Columbia*
Filing Company:	*ProAssurance National Capital Insurance Company*	*State Tracking Number:*	
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Project Name/Number:	*Rate and Rule Filing/*		

Rate/Rule Schedule

Schedule Item Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Number:	Attachments
	Underwriting Manual	Entire Manual	Replacement	PCWA-126860157 and PCWA-126411824	DC Manual eff 1-1-2011.PDF

PROASSURANCE®
Treated Fairly

HEALTH CARE PROFESSIONALS LIABILITY

UNDERWRITING RULES AND RATES

DISTRICT OF COLUMBIA MANUAL

TABLE OF CONTENTS

* *

SECTION 1

INTRODUCTION

INTRODUCTION

This manual contains the classifications and rates governing the underwriting of Physicians' and Surgeons', Dentists' and Allied Health Professionals Liability Insurance by ProAssurance National Capital Insurance Company, hereinafter referred to as "the Company."

I. RATES AND PREMIUM CALCULATIONS

A. Rates apply on a "per incident" and annual aggregate basis. The rates for the premium classifications selected by the Company or any special situations not delineated herein are those described in the Professional Liability State Rates and Exceptions Section of this manual, with an annual minimum premium being $500 (not applicable to paramedicals). If an individual's practice involves two or more rating territories or rating classifications, the highest rating territory or classification applies. Endorsements adding risks/exposures mid-term will be rated in accordance with the Rates and Rules in effect as of the endorsement effective date. Subject to Section 3, VIII. (Rate Adjustments for Changes in Exposure) of this manual, Reporting Endorsements will be rated in accordance with the Rates and Rules in effect as of the endorsement effective date. Subject to Section 3, VIII. (Rate Adjustments for Changes in Exposure) of this manual, endorsements effecting changes on risks/exposures currently insured will be rated using the Rules (e.g., rating classification, limits of liability and rating territory) in effect on the date of the change combined with the Rates in effect on the later date of either i) the policy term effective date or ii) risk effective date.

B. Refer to the Company for: Any risk meeting one of the following criteria: a) Any risk or exposure for which there is no manual rate or applicable classification, or b) Risks developing annualized premium of $100,000 or more for basic limits for individual (a) rating.

C. Non-Standard Risks: Individuals rejected for standard coverage by the Company may be individually considered for coverage at an additional premium charge or other applicable coverage conditions and limitations on an individually agreed, consent-to-rate basis.

D. Whole Dollar Premium Rule: The premiums appearing in the State Rates and Exceptions Section of this manual have been rounded to the nearest whole dollar. This procedure shall also apply to all interim premium adjustments, including endorsements or cancellations. A premium involving $.50 or over, shall be rounded to the next higher whole dollar.

II. CANCELLATIONS

Cancellations shall be made only within the parameters established by the State of policy issuance as framed in the Cancellation provisions of the policy including any State-specific endorsement attached thereto.

A. By the Company: The earned premium shall be determined on a "pro rata" basis.

B. By the Insured: The earned premium shall be determined on a "short rate" basis.

C. Removal from the State: Subject to state provisions, the policy may be canceled by the Company after the insured no longer maintains at least 75% of his medical practice within the state of issuance, regardless of whether notice has been given by the insured.

SECTION 2

PHYSICIANS & SURGEONS SPECIALTY CODES AND DESCRIPTIONS

PHYSICIANS' & SURGEONS' SPECIALTY CLASSIFICATIONS & CODES

* *

Column Heading Definitions

No Surgery: General practitioners and specialists who do not perform surgery or assist in surgery. Incision of boils and superficial abscesses and suturing of skin and superficial fascia are not considered surgery.

Minor Surgery: General practitioners and specialists who perform minor surgery or invasive procedures for diagnostic purposes, or who assist in major surgery on their own patients.

Major Surgery: General practitioners and specialists who perform major surgery on their own patients, or who assist in major surgery on patients of others.

	Industry Class Code		
Specialties	**No Surgery**	**Minor Surgery**	**Major Surgery**
Administrative Medicine	80178	-	-
Allergy	80254	-	-
Anesthesiology	-	-	80151
Bariatrics	-	-	80476
Cardiovascular Disease	80255	80281(A) 80281(B)-specified procedures	80150
Colon & Rectal	-	-	80115
Dermatopathology	-	80474	-
Dermatology	80256(A)	80282	80472
Dermatology This classification applies to any dermatologist who performs the following procedures: a) excision of skin lesions with graft or flap repair; b) collagen injections.	80256(B)	-	-
Emergency Medicine This classification applies to any general practitioner or specialist primarily engaged in emergency practice at a clinic, hospital or rescue facility.	-	80102(C)	-
Emergency Medicine - Moonlighting (Refer to Classification and/or Rating Modifications & Procedures Section)	80102(A)	80102(B)	-
Family Practitioner or General Practitioner - Limited Obstetrics	-	-	80117(B)

PHYSICIANS' & SURGEONS' SPECIALTY CLASSIFICATIONS & CODES

* *

Specialties	Industry Class Code No Surgery	Minor Surgery	Major Surgery
Family Practitioner or General Practitioner - Significant Obstetrics			80117(C)
Family Practitioner or General Practitioner - No Obstetrics	80420	80421(A)* 80421(B)* 80421(C)*	80117(A)
Forensic/Legal Medicine	80240	-	-
Gastroenterology	80241	80274	-
General - N.O.C. This classification does not apply to any family or general practitioners or specialists who occasionally perform surgery.	-	-	80143
General Preventive Medicine	80231	-	-
Gynecology	80244	80277	80167
Hand	-	-	80169
Hematology	80245	80278	-
Hospitalist	-	80222(A) 80222(B)	-
Intensive Care Medicine	-	80283	-
Internal Medicine	80257	80284	-
Nephrology	80260	80287	-
Neurology	80261	80288	80152
Obstetrics/Gynecology	-	-	80153
Occupational Medicine	80233	-	-
Oncology	80473	80286	-
Ophthalmology	80263	80289	80114
Orthopedic - No Spinal Surgery	-	-	80154(A)
Orthopedic - Including Spinal Surgery	-	-	80154(B)
Otorhinolaryngology	80265	80291	80159

* refer to Classification and/or Rating Modifications & Procedures Section for further definition

PHYSICIANS' & SURGEONS' SPECIALTY CLASSIFICATIONS & CODES

* *

Specialties	Industry Class Code No Surgery	Minor Surgery	Major Surgery
Otorhinolaryngology-Including Plastic	-	-	80155
Pain Management	80475(A)	-	80475(B)-basic procedures 80475(C)-intermediate procedures 80475(D)-advanced procedures
Pathology	80266	-	
Pediatrics	80267	80293**	-
Physical Medicine & Rehabilitation	80235	-	-
Physicians - N.O.C.	80268	80294	-
Plastic	-	-	80156
Podiatrist	80620	-	80621
Psychiatry	80249	-	-
Psychiatry - Including Shock Therapy	80431	-	-
Public Health	80236	-	-
Pulmonary Diseases	80269	***	-
Radiology - Diagnostic	80253	80280	-
Radiology - Including Radiation Therapy	-	80425	-
Radiology – Interventional	80360	-	-
Rheumatology	80252	***	-
Semi-Retired Physicians (Refer to Classification and/or Rating Modifications and Procedures Section.)	80179	-	-
Surgical Consultation – Office Only	80477(A)	80477(B)	-
Thoracic	-	-	80144
Traumatic	-	-	80171
Urgent Care Physician (Non-ER, no surgery)	80424	-	-
Urology	80145(A)	80145(B)	80145(C)
Vascular	-	-	80146

**For rating purposes, include Neonatology in this risk class.

***See Internal Medicine - Minor Surgery

SECTION 3

CLASSIFICATION AND/OR RATING MODIFICATIONS AND PROCEDURES

CLASSIFICATION AND/OR RATING MODIFICATIONS AND PROCEDURES

I. "MOONLIGHTING" PHYSICIANS

Physicians and surgeons who perform covered "moonlighting" activities of 20 hours or less per week may be eligible to be insured at 50% of the rate applicable to the specialty in which the physician or surgeon is "moonlighting."

Covered "moonlighting" activities include:

A. Physicians and surgeons in active, full-time military service requesting coverage for outside activities.

B. Full-time Federal Government employed physicians and surgeons (such as V.A. Hospital employees) requesting coverage for outside activities.

C. Physicians and surgeons employed full-time by the State or County Health Department requesting coverage for outside activities.

D. Residents or fellows currently attending their training program who are requesting coverage for outside activities but only while they are enrolled in such program.

II. FELLOWS, RESIDENTS AND INTERNS

A. Coverage may be written for fellows, residents and interns practicing within the scope of their training in the teaching environment. Clinical exposure must not exceed 30 hours per week. The rate shall generally be 50% of the appropriate specialty classification, but may vary from 25% to 75% depending upon the clinical exposure of each individual rated.

B. If fellows, residents and interns wish to practice outside their training program 100 hours or less per month, coverage may be written at a rate equal to 50% of the appropriate specialty classification. (HOWEVER, the appropriate rate for Emergency Room Moonlighting is equal to 50% of the premium assigned to Class Code 80102(A).

C. Residents who continue to practice in the Emergency Room (part-time or full-time) during an interruption in their training for a period of time not to exceed one year, may qualify for the premium assigned to Class Code 80102(B) if they have no other clinical activities.

III. FAMILY PRACTICE / GENERAL PRACTICE - MINOR SURGERY

Those Family Practice/General Practice Physicians who perform minor surgery procedures and/or assist in surgery on their own or other than their own patients will be classified as follows:

Classification	Rating Criteria:
80421(A)	Assist in major surgery on their own patients only (do not also perform minor surgical procedures).
80421(B)	Perform minor surgical procedures (may also assist in major surgery on their own patients).
80421(C)	Assist in major surgery on the patients of others (may also perform minor surgical procedures and/or assist in major surgery on their own patients).

IV. PART-TIME AND SEMI-RETIRED PROFESSIONALS

The Part-Time Discount is available to physicians, surgeons and dentists:

A. who have at least 15 years of postgraduate clinical practice experience and are scaling back their practice in anticipation of retirement; or
B. who practice less than 20 hours per week due to family needs (caring for young children and/or ill or disabled family members); or
C. who are required to practice on a reduced basis as a result of a physical or medical condition, with the company's approval; or
D. who practice at least 30 hours per week at a hospital, community health center or other health care facility where medical professional liability insurance is provided by the facility. A certificate of insurance listing the Company as certificate holder must be presented annually for the credit to apply.

Insureds eligible for the New Doctor Discount are not eligible for the Part-Time Discount. Also, physicians employing or supervising paramedicals are not eligible for the Part-Time Discount.

This discount is intended to more accurately rate the insured who practices his specialty on a limited basis. The available discounts are:

TYPE	Class	Average Weekly Practice Hours <20 hours
Physician	1 to 7	50%
Surgeon	8 to 15	35%
Dentist	1 to 5	50%
All other		None

* Physicians and Surgeons whose average weekly practice hours are less than 12 hours will be individually evaluated by the company

Practice hours are defined as:

- hospital rounds,
- charting and patient planning,
- on call hours involving patient contact, whether direct or by telephone,
- consultation with other physicians, and
- patient visits/consultations.

Practice hours of physicians receiving the Part-Time Discount are subject to random audit by the Company.

V. LOCUM TENENS

Locum tenens coverage is provided at no additional charge for up to 45 days in any policy year and provides a shared limit with the insured. The locum tenens doctor must submit an application for Company approval in advance of the requested effective date of coverage.

VI. CORPORATE LIABILITY - SHARED LIMIT

No charge will be made for entities sharing in the available limits of liability of the insured physicians or dentists or other insured organizations, providing each member is insured by the Company and the risk is otherwise acceptable.

VII. FULL-TIME EQUIVALENT RATING

Rating of certain multi-physician groups may, at the Company's option, be determined on a full-time equivalent (FTE) unit basis. Under this rating method, policies may be issued to positions with individuals who may fill such positions identified rather than being issued to specific individuals. An FTE rate will be determined based upon the filed and approved rate for a given classification of physicians or surgeons but will be allocated based upon either the number of average hours of practice for a given specialty or the average number of patient contacts/visits in a 12 month period. A risk with fewer than 50,000 patient encounters each year will not qualify for full-time equivalent rating.

All FTE rated applications shall be referred to the Company.

VIII. RATE ADJUSTMENTS FOR CHANGES IN EXPOSURE -- CLAIMS-MADE, RETROACTIVE, AND REPORTING ENDORSEMENT COVERAGE

A. Claims-Made Coverage

The calculations for changes in exposure are performed by taking the difference between claims-made rates for each period of differing exposures. These calculations are appropriate for changes in practice specialty, changes in rating territory or practice in other states, changes between part-time and full-time practice, and other changes that would affect a calculated rate. Currently approved rates, classification tables and discount or surcharge factors for the appropriate state(s) are used. This method can be generalized by using the following formula to calculate a rate for the upcoming year.

1. Rate for current practice, determined using a retroactive date equal to the date that the *current* practice patterns began,

2. plus rate for prior practice, determined using a retroactive date equal to the date that the *previous* practice patterns began,

3. less rate for prior practice, determined using a retroactive date equal to the date that the *current* practice patterns began.

This method is applied in a similar manner if more than one practice change occurred during the previous four years, and the components are pro-rated if the change occurred at a date other than the policy anniversary date.

For example, if a physician had practiced obstetrics and gynecology for many years, then stopped practicing obstetrics and began to practice gynecology only, the appropriate premium for the upcoming policy period would be:

Gynecology rate for claims-made year one,
plus OB/GYN rate for claims-made year five,
less OB/GYN rate for claims-made year one.

This produces a blended rate, reflecting the remaining OB/GYN exposure that makes up the majority of the expected reported claims in the upcoming year, plus the initial gynecology exposure.

The rate for the second year of gynecology-only practice would be:

Gynecology rate for claims-made year two,
plus OB/GYN rate for claims-made year five,
less OB/GYN rate for claims-made year two.

This adjustment process continues for two more years, until the beginning of the fifth year in the new specialty. At that time, the blended rate would be:

Gynecology rate for claims-made year five,
plus OB/GYN rate for claims-made year five,
less OB/GYN rate for claims-made year five,

which is simply equal to the gynecology rate for claims-made year five.

Although this method of adjusting rates is designed to accommodate most situations, changes in medical practice often result from increasing or decreasing patient loads, additional medical training, relocation of the practice, gradual reduction in practice nearing retirement and other underwriting factors which affect the risk of loss. As a result, the Company may choose to waive the exposure change adjustment process in specific situations, thereby utilizing the current rating variables without modification. Conversely, a debit under the Scheduled Rating Plan may be applied at the underwriter's discretion, based on more than five years of practice in specialties with long claim emergence patterns, such as Pediatrics or Obstetrics.

B. Prior Acts Coverage

When prior acts coverage is provided, the same method is utilized, as if the insured had been with the Company during the prior acts period. Practice information regarding the prior acts period is obtained from the insurance application.

C. Reporting Endorsement Coverage

If reporting endorsement coverage is to be rated, the same method is utilized, substituting the reporting endorsement rates for the claims-made rates. For example, a reporting endorsement purchased at the end of the second year of gynecology practice in the obstetrics/gynecology example described above would be:

Gynecology reporting endorsement premium for claims-made year two,
plus OB/GYN reporting endorsement premium for claims-made year five,
less OB/GYN reporting endorsement premium for claims-made year two.

IX. REPORTING ENDORSEMENTS (Claims-made only)

A. Reporting Endorsement Premium Calculation

With respect to calculation of Reporting Endorsement premium, the only credits/discounts that apply are the Part-Time Discount and Deductibles credit. All debit/surcharges will apply to Reporting Endorsement premium calculations. With respect to risks or exposures written on a consent-to-rate basis, (a) rated basis or Full-Time Equivalent Rating basis at the time the Reporting Endorsement is issued, Reporting Endorsement premium will be calculated on that same basis. If the policy is terminated during the first year, pro-rate the tail premium. For terminations during the second, third or fourth claims-made policy year, blend the applicable tail factors. The Company may refuse to offer deductible options for premium credit on reporting endorsements in the case of insufficient securitization.

B. Waiver of Reporting Endorsement Premium

The premium for the reporting endorsement may be waived as provided by the contract in force or at the discretion of the Company.

X. RATE CHANGE AMELIORATION

In situations where a rate change affects a single specialty by greater than 30%, a credit up to 25% may be applied to the new premium for an affected insured to lessen the single year impact of such a significant increase if, based on the underwriter's evaluation of the quality of the risk, such consideration is warranted. The underwriter will consider training and experience, longevity with the company, practice situation and claims history when making any such recommendation. Management approval is required.

SECTION 4

PROFESSIONAL LIABILITY DISCOUNTS

PROFESSIONAL LIABILITY DISCOUNTS

I. MAXIMUM CREDIT

Maximum credit available per insured will be limited to 40% except for the following:

- Part-time exposure rating: up to 50%. Deductible credits and attendance of a ProAssurance Loss Prevention Seminar credit may be combined with the part-time credit but no other credits or discounts apply.
- New Doctor/Dentist Discounts: up to 50%. Deductible credits may be combined with the New Doctor/Dentist Discount but no other credits or discounts apply.
- Deductibles/Self-Insured Retentions.
- Risks developing $100,000 or more annualized premium.

II. NEW DOCTOR OR DENTIST DISCOUNT

This discount will apply only to solo practicing physicians who have never been in practice and proceed directly into practice from training, or physicians who fit within that category except for an interim period of employment not to exceed two years. Physicians who would otherwise qualify but who are joining an established group practice insured by the Company where their clinical exposure will not exceed 30 hours per week are to be submitted to the Company for rating. This discount will also apply only to dentists who proceed directly into practice from training, or dentists who fit within that category except for an interim period of employment not to exceed two years.

Year of Coverage Since Training	Annual Premium Discount Per Policy
Year 1	50%
Year 2	25%
Year 3	0%

III. RISK MANAGEMENT PREMIUM CREDITS

Insureds who participate in risk management activities approved by the Company are eligible for the following premium credits, up to a maximum of 12%.

A. Individual Risk Management Activities: Individual insureds shall receive premium credits as indicated for completion, within the 12 months prior to the effective date of the policy being rated, of the following activities:

	Activity	Credit
1.	Successful completion of an approved fee-for-service office analysis and education program. Positive response to recommendations made shall result in the application of this credit for up to three policy years. Applicable only to accounts generating $250,000 or more in annual premium.	5%
2. a.	A Company sponsored Loss Prevention or other approved risk management seminar carrying at least two CME credits (annual); or,	5%

	b.	A Company-produced online Loss Prevention seminar.	2.5%
3.		Company-produced Supplemental Online Modules (up to four).	0.5% for each module completed (up to a maximum of 2.0%)
4.	a.	An approved closed claim review (annual); and/or	5%
	b.	Successful completion of an approved risk management correspondence course carrying at least two CME credits (annual).	5%
5.		Demonstrated regular use of an approved patient information system or program.	5%

Educational activities must qualify for Continuing Medical Education credit (where applicable) to be acceptable for risk management credits. The applicant must provide proof (Certificate) of CME credits earned at the time of application. Activities submitted for risk management credits must have been completed within twelve months prior to application.

B. In addition to the above, any physician or surgeon whose practice benefits from the risk management activities of an employed practice administrator or risk manager may receive one of the following credits:
   1. If the practice employs a full-time, qualified, professional risk manager primarily engaged in risk management and loss prevention activities, each insured shall receive a 5% credit.
   2. If the practice administrator or office manager participates in a Company-sponsored Loss Prevention or other risk management seminar, each insured shall receive a 2% credit. Certain requirements apply:
      a. The seminar must be designated by the Company as eligible for practice administrator credit.
      b. Attendance must occur within the twelve months prior to the effective date of the policy being rated.
      c. At least 75% of the insureds in the practice must qualify for risk management credit as a result of individual risk management activities under the terms of Section III(A)(2), above.
      d. The practice administrator or office manager must actively manage the practice for thirty or more hours per week. In the case of shared practice management, determination of eligibility will rest with the Company.

C. Any risk management credit will be revoked or withheld for any of the following reasons:
   1. Failure by an individual insured to certify adherence to risk management guidelines adopted by the Company and in effect at the time of application;
   2. Demonstrable evidence which indicates that the insured has been or is practicing in violation of guidelines or underwriting criteria adopted by the Company;
   3. Results of an underwriting audit which show serious deficiencies, including but not limited to non-compliance with specialty risk management guidelines; or
   4. Evidence of falsification of attendance, credit or completion of risk management activities applied towards a risk management credit.

Information obtained in the process of handling a claim will be used in evaluating an insured with respect to the above condition; however, the filing of a claim or incurring any expense or indemnity on behalf of an insured shall not alone be considered grounds for reducing, revoking or withholding a credit.

IV. HOSPITAL BASED DISCOUNT PROGRAMS

A. Advanced Obstetrical Risk Management Program

Obstetrical services may be targeted with a special Advanced Obstetrical Risk Management Program relating to all phases of obstetrical services in both the physician's office or clinic and in the hospital including, but not limited to, intrapartum fetal surveillance, induction and augmentation of labor, emergency cesarean section times, documentation, and anesthesia. The physician must actively participate in the program in order to receive a discount of up to 10%.

No combination of Risk Management and Advanced Obstetrical Risk Management credits shall exceed 20%.

B. Any hospital based discount may be revoked or withheld for any of the following reasons:

1. Failure by an individual insured to certify adherence to risk management guidelines adopted by the Company and in effect at the time of application.

2. Demonstrable evidence which indicates that the insured has been or is practicing in violation of guidelines or underwriting criteria adopted by the Company.

3. Results of an underwriting audit which show serious deficiencies, including but not limited to non-compliance with specialty risk management guidelines; or

4. Evidence of falsification of attendance, credit or completion of risk management activities applied towards a risk management credit.

5. Negative claim history.

V. SCHEDULED RATING PROGRAM

The Company has determined that significant variability exists in the hazards faced by physicians and surgeons engaged in the practice of medicine. Exposure conditions vary with respect to:

1. Number of years experience in medicine;
2. Number of patient exposures;
3. Organization (if any) and size;
4. Medical standards review and claims review committees;
5. Other risk management practices and procedures;
6. Training, accreditation and credentialing;
7. Continuing Medical Education activities;
8. Professional liability claim experience;
9. Record-keeping practices;
10. Maintenance and utilization of certain monitoring equipment, diagnostic tests or diagnostic procedures; and
11. Participation in capitation contracts.*
12. Insured group maintains differing limits of liability on members.*

In order to recognize these and other factors affecting a particular practitioner or group practice, the Company proposes to apply a debit or credit to the otherwise applicable rate dependent upon the underwriter's overall evaluation of the risk.

The maximum credit will be 25%; the maximum debit will be 25%.

The Scheduled Rating Plan will apply to individuals as well as groups of two or more physicians as the Company becomes aware of variability in the risk characteristics of the individual or group. At the underwriter's discretion, objective credits otherwise applicable to an insured will not be applied in situations where a scheduled debit is deemed necessary.

* NOTE: No credit will be given for #11 or #12 above.

VI. DEDUCTIBLES

Deductibles may apply either to indemnity only or indemnity and allocated loss adjustment expenses (ALAE). Any discount will apply only to the primary limit premium layer ($1M/$3M). Deductibles are subject to approval by the company based on financial statements to be submitted by the insured and financial guarantees as required. The company reserves the right to require acceptable securitization in the amount of the per claim and/or aggregate deductible amount from any insured covered by a policy to which a deductible is attached.

A. Individual Deductibles

Discount as a Percentage of Rate for Applicable Primary Limit

These per claim and aggregate (if any) deductibles apply to each insured separately.

INDEMNITY ONLY Deductible Per Claim		INDEMNITY AND ALAE Deductible Per Claim	
$ 5,000	2.5%	$ 5,000	4.0%
$10,000	4.5%	$10,000	7.5%
$15,000	6.0%	$15,000	9.6%
$20,000	8.0%	$20,000	11.4%
$25,000	9.0%	$25,000	13.0%
$50,000	15.0%	$50,000	19.0%
$100,000	25.0%	$100,000	28.0%
$200,000	37.5%	$200,000	42.5%
$250,000	42.0%	$250,000	50.0%
Per Claim/Aggregate		**Per Claim/Aggregate**	
$ 5,000/15,000	2.1%	$ 5,000/15,000	3.0%
$10,000/30,000	3.9%	$10,000/30,000	7.0%
$25,000/75,000	8.5%	$25,000/75,000	12.0%
$50,000/150,000	14.0%	$50,000/150,000	18.0%
$100,000/300,000	24.0%	$100,000/300,000	26.5%
$200,000/600,000	36.0%	$200,000/600,000	41.0%
$250,000/750,000	40.0%	$250,000/750,000	48.5%

For other deductible amounts selected by policyholders, refer to management for rating.

B. Group Deductibles

An optional deductible which limits the amount the entire group will have to pay, if multiple claims are made in a policy year, is available. Under this program, the per claim deductible continues to apply separately to each insured involved in a suit. However, the aggregate deductible applies to all insureds in the group combined thereby reducing the organization's maximum potential liability in a policy year.

When an organization is insured with a separate limit of coverage, the organization is counted when totaling the number of insureds below.

Group aggregate deductible discounts apply to $1M/$3M premiums only. The applicable Deductible Discount will not change during the policy term despite changes in the number of insureds, but will be limited by any applicable maximum credit amount.

Indemnity Deductible Per Claim/Aggregate ($000)	Number of Insureds 2 - 19	20 - 40	41 - 60	61 - 100	Maximum Credit
5/15	.020	.018	.015	.012	$ 12,750
10/30	.038	.035	.030	.024	25,500
25/75	.084	.079	.070	.058	63,750
50/150	.145	.139	.127	.109	127,500
100/300	.234	.228	.216	.196	255,000
200/600	.348	.346	.338	.321	510,000
250/750	.385	.385	.381	.368	637,500

Indemnity & ALAE Deductible Per Claim/Aggregate ($000)	Number of Insureds 2 - 19	20 - 40	41 - 60	61 - 100	Maximum Credit
5/15	.029	.026	.021	.017	$ 12,750
10/30	.068	.063	.054	.043	25,500
25/75	.119	.112	.099	.082	63,750
50/150	.186	.179	.163	.140	127,500
100/300	.258	.252	.239	.216	255,000
200/600	.396	.394	.385	.366	510,000
250/750	.467	.467	.462	.446	637,500

C. Mandatory Deductibles

The deductible mechanism may be applicable when a policyholder exhibits a pattern of claim frequency that exceeds the average for his/her specialty. In the consideration of a deductible assessment, severity is usually not an issue.

Deductibles may be imposed in amounts from $1,000 to $250,000 per claim. There is no corresponding premium discount, and there are no aggregate limits on mandatory deductibles.

An amendatory deductible endorsement will be added to the policy at renewal and will be maintained for no less than one year. The policy will be subject to an annual review thereafter for consideration of a revised sanction.

D. Self-Insured Retentions

Insureds may self-insure a portion of their professional and general liability risk with the Company's policy attaching in excess of the Self-Insured Retention selected. The Self-Insured Retention limit may include ALAE, or ALAE may be paid pro rata. All such policies must be referred to the Company for special consideration.

VII. GENERAL RULES

A. Discounts will only be applied to qualifying insureds at the initial issuance of such policy or at the next renewal date.

B. Discounts will apply in the following order:

1. Deductible Discount (primary premium only);
2. New Doctor/Dentist Discount or other resident or part-time, semi-retired discount.
3. Risk Management Discount and Scheduled Rating (apply the net credit or debit).

Example: Class 1, $1M/$3M, 1st year New Doctor/Dentist, Risk Management Seminar within 12 months. $25,000 deductible. Assume manual rate $7,500.

$7,500	Manual Rate for $1M/$3M
x .91	Less 9% (Deductible Credit)
6825	
x .50	Less 50% (New Doctor/Dentist)
3,413	Applicable Net Premium
x .85	Less 15% (Risk Management Programs, Scheduled Rating)
2,901	Net Premium

C. Additional practice charges will be applied to the premium after all discounts have been applied.

D. Corporate Liability premium will be determined after all discounts and surcharges have been applied.

SECTION 5

ADDITIONAL PRACTICE CHARGES

ADDITIONAL PRACTICE CHARGES

I. MEDICAL SERVICES PROVIDED IN A STATE OUTSIDE THE STATE OF POLICY ISSUANCE

Insureds engaging in the routine care and treatment of patients outside the state in which the policy is issued may be subject to appropriate surcharge or credit based upon rates consistent with those charged for a like risk in said state.

II. PARTNERSHIP - CORPORATION - PROFESSIONAL ASSOCIATION COVERAGE

Coverage for partnerships, corporations, or professional associations may be written with a separate limit of liability. The premium charge will be a percentage (selected from the table below) of the sum of each member physician's net individual premium and will be 20% of each member dentist's net individual premium. For each member physician not individually insured by the Company, a premium charge will be made equal to 30% of the appropriate specialty rate if the Company agrees to provide such coverage. In order for the entity to be eligible for coverage under the separate policy, the Company must insure all member physicians, or at least 60% of the physician members must be insured by the Company and the remaining physicians must be insured by another professional liability program acceptable to the Company.

Number of Insureds	Percent
2 - 5	15.0%
6 - 9	12.0%
10 - 19	9.0%
20 - 49	7.0%
50 or more	5.0%

A separate corporate limit is not available for solo practitioners or dentists. The minimum premium for separate limits coverage for partnerships, corporations or professional associations is $1,000.

III. PARTNERSHIP–CORPORATION-PROFESSIONAL ASSOCIATION EXTENDED REPORTING ENDORSEMENT COVERAGE

Partnerships, corporations, or professional associations that purchase a separate limit of liability may be eligible to purchase an Extended Reporting Endorsement upon cancellation of the coverage. For the entity to be eligible for the separate limit extended reporting endorsement, all physician members insured on the policy must exercise their right to purchase an individual extended reporting endorsement. The premium charge for the entity extended reporting endorsement will be a percentage of the sum of each member physician's net individual reporting endorsement premium, based on the number of insureds and the table in Paragraph II, above.

IV. CLAIMS FREE CREDIT PROGRAM

A physician will be considered claims free for purposes of this credit program if:

1. no loss payment has been made during the Evaluation Period, and
2. the total of allocated loss adjustment expense [ALAE] payments made during the Evaluation Period **plus** any Company established reserves for loss or ALAE does not exceed $35,000.

Only claims reported during the Evaluation Period shall be included in measuring the payment and reserve criteria stated above. The Evaluation Period is based upon the physician's rating class as defined in the table below and shall end on the effective date of the policy period to be rated. The Evaluation Period shall begin no earlier than the time when the physician first begins the practice of medicine following formal training (residency or a continuous period of residency and fellowships). The Company will review the claims history of each insured or applicant for the purpose of evaluating the applicability of each claim based upon the facts and circumstances of specific claims. Reported incidents that do not involve a demand for damages by a third party will not be included in the evaluation.

Class	Evaluation Period
1 – 4	10 Yrs.
5 – 9	7 Yrs.
10 – 15	5 Yrs.

The claims free physician will receive a 3% credit for compliance with the minimum Claims Free Period and will earn an additional 1% credit for each continuous claims free year thereafter up to 15% in total. However, if the physician has been continuously insured by the Company for 10 or more years, the maximum allowable Claims Free Credit that can be earned will be increased to 20%.

Credits will be applied or removed at policy inception or renewal only. Inclusion of claims history with prior carriers is subject to presentation of information acceptable to the Company. The determination of claims to be included and payment or reserve amounts to be considered will be based upon information available at the time the policy is rated, typically 60 days prior to effective date.

Notwithstanding any other provisions of this section, no insured with 3 or more claims will be eligible for a claims free credit without management approval.

Dentists will be treated as "Class 1" for determination of their Evaluation Period and will be eligible for a maximum Claims Free Credit of 15%, in accordance with the earning schedule above. However, the Claims Free Dentist must have no incurred losses or ALAE (payments or reserves) during the Evaluation Period. Notwithstanding any other provisions of this section, no dentist with 2 or more reported claims will be eligible for a claims free credit without management approval.

V. LEGAL DEFENSE COVERAGE

The Company offers the Professional Legal Defense Extended Coverage to insured physicians and dentists at no charge.

Limits of Liability will be offered as follows:

# of insureds	"Each Covered Investigation"	"Each Policy Period"
1 - 5	$25,000	$25,000 X (# of insureds)
6 - 10	$25,000	$125,000
11 - 20	$25,000	$175,000
21 +	$25,000	$225,000

The limit of liability for "covered audits" will be $5,000 per covered insured with a deductible of $1,000 per audit per insured.

SECTION 6

PHYSICIAN EXTENDER, PARAMEDICAL AND ALLIED HEALTH PROFESSIONAL LIABILITY RATING

I. PHYSICIAN EXTENDERS AND PARAMEDICAL EMPLOYEES

Professional employees (other than cytotechnologists, dentists, emergency medical technicians, certified registered nurse anesthetists, nurse midwives, nurse practitioners, optometrists, perfusionists, physicians, physicians' assistants, psychologists, surgeons or surgeons' assistants) are automatically included, at no additional charge, as additional insureds under policies issued to their employers. The limits of liability are on a shared basis with the employer.

The following paramedical employees may be individually insured by the Company by payment of an additional premium or covered elsewhere through a program deemed acceptable to the Company with minimum limits of liability equal to or greater than those of the insured employer. Coverage is available on a shared-limits basis or with separate individual limits. To determine the additional premium for the coverage selected, apply the appropriate factor from the premium assigned to Physician Class Codes 80420, 80151, 80266 or 80114, as specified, for the applicable claims-made year and appropriate limits of liability:

(Paramedical employees written on a shared-limits basis will be charged a fourth year claims-made premium regardless of retroactive date and the shared-limits factors stated above will always be applied to a fourth year claims-made premium.)

Employee	(Factors based on 80420)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Physician's Assistant (PA)	N/A	0.043	N/A
Surgeon's Assistant (SA)	N/A	0.082	N/A
Certified Nurse Practitioner (CNP)	N/A	0.043	N/A
Psychologist	N/A	0.043	N/A
Emergency Medical Technician (EMT)	N/A	0.010	N/A
Perfusionist	N/A	0.043	N/A

Employee	(Factors based on 80151)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Certified Nurse Anesthetist (CRNA) – not part of an insured group	N/A	0.120	N/A
CRNA employed by an insured group - separate limits basis	N/A	0.120	N/A
CRNA employed by an insured group – shared limits basis with ratio of CRNAs to anesthesiologists between 2:1 and 4:1	N/A	N/A	N/A
CRNA employed by an insured group – shared limits basis with ratio of CRNAs to anesthesiologists no more than 2:1	N/A	N/A	N/A

For CRNAs employed by an insured performing pain management procedures, use the above factor to the 80475(C) ISO code and applicable rate class.

(If the ratio of employed CRNA's to Anesthesiologists exceeds 4-to-1, the Company may decline to insure the risk, or apply an additional premium, at its sole discretion.)

Employee	(Factors based on 80153)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Certified Nurse Midwife (CNM)	N/A	0.021	N/A

Employee	(Factors based on 80266)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Cytotechnologist	N/A	N/A	N/A

Employee	(Factors based on 80114)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Optometrist	N/A	0.031	N/A

II. ALLIED HEALTH PROFESSIONAL EMPLOYEES

Certain Allied Health professionals are eligible for separate insurance by the Company at individual limits of liability. The premium charge will be determined by applying the factors below to the appropriate rate for the designated Physician Class Code in the applicable rating territory.

SPECIALTY	CLASS CODE	$1M/$3M
		(Factors based on 80420)
Audiologist	80760	0.005
Cardiac Technician	80751	0.025
Casting Technician	80752	0.020
Certified Nurse Practitioner	80964	0.043
Clinical Nurse Specialist	80964	0.043
Counselor	80712	0.005
Dietitian	89761	0.018
EKG Technician	80763	0.018
Medical Assistant	80762	0.005
Medical Lab Technician	80711	0.005
Nurse	80998	0.005
Nurse - Student	82998	0.005
Nurse, RN Perform X-Ray Therapy	80714	0.005
Occupational Therapist	80750	0.025
O.R. Technician	80758	0.125
Ophthalmic Assistant	80755	0.005
Orthopedic Technician	80756	0.005
Perfusionist	80764	0.043
Pharmacist	59112	0.025
Phlebotomist	80753	0.018
Physical Therapist (Emp)	80945	0.025
Physical Therapist (Ind)	80946	0.043
Physical Therapy Aide	80995	0.018
Physiotherapist	80938	0.018
Psychologist	80912	0.043
Pump Technician	88888	0.020
Respiratory Therapist	80601	0.025
Social Worker	80911	0.045
Sonographer	80754	0.018
X-Ray/Radiologic Technician	80713	0.005
X-Ray Therapy Technician	80716	0.005
		(Factors based on 80211)
Dental Assistant	80207	0.100
Dental Hygienist	80208	0.100
		(Factors based on 80114)
Optometrist (Optical)	80944	0.031
Optometrist (Employee*)	80944	*See note below
Optometrist (Independent**)	80944	**See note below

*30% of an Ophthalmologists base premium. (If administering topical ocular pharmaceutical agents.)
**100% of an Ophthalmologists base premium. (If administering topical ocular pharmaceutical agents.)

At the discretion of the underwriter, additional insured status may be granted to the non-insured allied health entity for a 10% additional charge. The entity will share in the limits of liability of the insured allied health provider but only for the activities of such provider.

Reporting Endorsements are available to Allied Health Professionals insured under separate policies by application of the factors below.

Prior Year Claims-Made	Factors
1	1.00
2	1.25
3+	1.50

STEP-RATING FACTORS

First Year	50% of mature premium
Second Year	80% of mature premium
Third Year	100% of mature premium

Mature premiums under $500 are not eligible for the step-rating factors.

SECTION 7

DENTAL PROFESSIONAL LIABILITY
SPECIALTY CODES AND DESCRIPTIONS

DENTAL SPECIALTY CODES & CLASSIFICATIONS

****

DENTISTS - CLASS 1A

80213 Applies to dentists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. **This class does not apply to dentists performing extractions, root canals or other oral surgery or endodontic procedures.** This class does not apply to oral surgeons.

DENTISTS - CLASS 1

80211 Applies to dentists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

80214 Applies to orthodontists and endodontists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

80215 Applies to periodontists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

DENTISTS - CLASS 2

80211(F) Applies to dentists, endodontists and periodontists as defined for Class 1 but, in addition, permits the initial placement of dental implants.

80211(G) Applies to dentists, endodontists and periodontists as defined for Class 1 but, in addition, permits dentistry on patients who have been treated by intravenous or intramuscular sedation in the office, but only if the sedation is administered by a Dental or Medical Anesthesist. If intravenous or intramuscular sedation is performed in a hospital only, Class 1 will apply. This class does not apply to oral surgeons.

DENTISTS - CLASS 3

80209 Applies to dentists as defined for Classes 1 or 2 but, in addition, permits dentistry on patients who have been treated by intravenous or intramuscular sedation in the office, administered by the dentist or a CRNA. If intravenous or intramuscular sedation is performed in a hospital only, Class 1 or 2 will apply, as appropriate. This class does not apply to oral surgeons.

ORAL SURGERY - CLASS 4

80210 Includes all oral surgeons and also applies to dentists as defined in Classes 1A through 3 who additionally perform dentistry on patients who have been treated with general anesthesia in the office.

PARADENTAL EMPLOYEE COVERAGE

Coverage on a shared limits basis is automatically provided for professional employees of the Policyholder or an insured under the policy with no additional charge (e.g., dental assistants, dental hygienists and lab technicians).

While a dental insured's insured paradental employees are automatically covered under the policy, a premium charge for Certified Registered Nurse Anesthetists (CRNAs) will be made as indicated in Section 6, I – Employed Certified Registered Nurse Anesthetist.

SECTION 8

STATE RATES AND EXCEPTIONS - DENTISTS

I. RATES

A. Dental Rating Classes – District of Columbia

The following indicates the specialty classification codes applicable to the rating classes on the following pages:

Rating Classes	Industry Class Codes
1A	80213
1	80211 80214 80215
2	80211.1
3	80209
4	80210

B. Dentists Professional Liability Rates

1. Claims-Made Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
1A	727	1,453	2,059	2,252	2,422
1	908	1,816	2,573	2,815	3,027
2	1,090	2,179	3,087	3,378	3,632
3	1,453	2,906	4,117	4,504	4,843
4	5,812	11,624	16,467	18,017	19,373

2. Reporting Endorsement Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
1A	2,059	3,391	4,117	4,650	5,014
1	2,573	4,238	5,146	5,812	6,266
2	3,087	5,085	6,174	6,973	7,518
3	4,117	6,780	8,233	9,299	10,025
4	16,467	27,122	32,934	37,196	40,102

3. Excess Limits Premium Factors

Excess limits premium shall be derived by applying the appropriate factor below to the appropriate primary. Excess limits are only offered above underlying limits of $1 Million.

1. Claims-Made Coverage

EXCESS LIMITS	$1M/$3M Primary
$1M/$1M	0.0480
$1M/$3M	0.0600
$2M/$2M	0.0960
$3M/$3M	0.1450
$4M/$4M	0.1935
$5M/$5M	0.2225

These factors are based upon negotiated reinsurance agreements. Deviation from these factors up to 25% based upon negotiated agreements with reinsurers and/or underwriting judgment may apply.

II. EXCEPTIONS

A. Policy Issuance

1. Item III, Premium Payments, is hereby added to Section 1, Introduction, as follows:

III. PREMIUM PAYMENTS

1. Annual Payment Plan – The premium must be paid in full prior to the inception date of the policy.

2. Semi-Annual Payment Plan – 60% of the premium must be paid prior to the policy inception date and one installment of 40% is due six months after inception.

3. Quarterly Payment Plan – 35% of the premium must be paid prior to the policy inception date, with second and third quarterly payments of 25% each and a final quarterly payment of 15%.

4. Nine Payment Plan – 20% down and eight consecutive monthly installments of 10% each. This plan requires that the policyholder participate in the Electronic Payment Plan in which premiums are automatically deducted from the policyholder's bank account.

No finance charges or fees apply to these payment plans. The option to pay premium on other than the Annual Payment Plan may be withdrawn by the Company if the insured has failed to make premium payments when due.

B. Rules

1. Item VIII, Annual Premium Payment Discount, is hereby added to Section 4, Professional Liability Discounts, as follows:

VIII. ANNUAL PREMIUM PAYMENT DISCOUNT

A discount of 1.0% of the policy premium will be applied if the insured pays the premium in full prior to the inception date of the policy. This discount is not available if the initial policy term is less than six months. If the full premium is not received by the Company by the policy effective date, the discount will be withdrawn, the policy will be rated without the discount and the insured will be billed for the additional premium.

III. STATE REQUIREMENTS

A. Policy Issuance

1. The District of Columbia State Amendatory Endorsement must be attached to the policy at the time of issuance.

B. Rules

SECTION 9

STATE RATES AND EXCEPTIONS – PHYSICIANS AND SURGEONS

I. RATES

A. Rating Classes – District of Columbia

The following indicates the classification codes that are applicable to the rating classes on the following pages:

Rating Class	Industry Class Codes						
1	80102(A)	80231	80235	80249	80254		
	80178	80233	80240	80250	80256(A)		
2	80154(C)	80233(B)	80236	80256(B)	80263	80265	80266
3	80102(B)	80244	80254(B)	80261	80289	80473(B)	
	80145(A)	80245	80255	80267	80420	80473(C)	
	80179	80246	80255(B)	80268	80420(B)	80474	
	80222(A)	80252	80257	80269	80425	80477(A)	
	80238(B)	80252(B)	80260	80269(B)	80431	80620	
	80241	80253	80260(B)	80283	80473		
4	80114						
5	80145(B)	80274(C)	80281(D)	80291	80421(B)		
	80222(B)	80277	80281(E)	80294	80477(B)		
	80274	80280	80284	80421(A)			
6	80151	80278	80282	80287	80424		
	80269(C)	80281(A)	80286	80293			
7	Not available at this time.						
8	80117(A)	80281(B)	80360	80472	80621		
	80145(C)	80288	80421(C)	80475(A)			
9	80102(C)	80117(B)	80159	80169			
10	80115	80117(C)	80143	80171			
11	80155	80156	80167	80475(B)			
12	Not available at this time.						
13	80141	80146	80154(A)	80475(C)			
	80144	80150	80154(B)				
14	80153						
15	80152	80475(D)	80476				

B. Physicians and Surgeons Professional Liability Rates

1. Claims-Made Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
1	5,334	9,350	11,566	14,752	16,552
2	5,738	10,373	12,930	16,605	18,683
3	6,750	12,930	16,339	21,240	24,010
4	7,155	13,953	17,703	23,094	26,141
5	7,560	14,975	19,066	24,947	28,271
6	7,965	15,998	20,430	26,801	30,402
7	N/A	N/A	N/A	N/A	N/A
8	11,204	24,180	31,340	41,631	47,448
9	14,443	32,362	42,249	56,462	64,495
10	16,062	36,454	47,704	63,877	73,018
11	18,086	41,567	54,523	73,146	83,672
12	N/A	N/A	N/A	N/A	N/A
13	21,123	49,238	64,750	87,049	99,652
14	30,232	72,251	95,434	128,759	147,595
15	30,434	72,762	96,115	129,686	148,660

2. Reporting Endorsement Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
1	14,337	21,686	26,620	28,362	28,362
2	16,127	24,607	30,299	32,310	32,310
3	20,601	31,908	39,499	42,179	42,197
4	22,391	34,829	43,178	46,126	46,126
5	24,181	37,750	46,858	50,074	50,074
6	25,971	40,670	50,538	54,022	54,022
7	N/A	N/A	N/A	N/A	N/A
8	40,291	64,036	79,975	85,603	85,603
9	54,610	87,401	109,412	117,184	117,184
10	61,770	99,083	124,131	132,975	132,975
11	70,720	113,687	142,529	152,713	152,713
12	N/A	N/A	N/A	N/A	N/A
13	84,145	135,591	170,127	182,321	182,321
14	124,418	201,306	252,919	271,143	271,143
15	125,313	202,766	254,759	273,117	273,117

C. Excess Limits Premium Factors

Excess limits premium shall be derived by applying the appropriate factor below to the appropriate primary rate.

1. Claims Made Policies

Factors for limits above:

	$1M/$3M Primary	
EXCESS LIMITS	Classes 1 – 7	Classes 8 - 15
$1M/$1M	0.2667	0.3300
$1M/$3M	0.3400	0.4100
$2M/$2M	0.4533	0.5667
$3M/$3M	0.5387	0.7075
$4M/$4M	0.6000	0.7597

These factors are based upon negotiated reinsurance agreements. Deviation from these factors up to 25% based upon negotiated agreements with reinsurers and/or underwriting judgment may apply.

* Physicians are classes 1-7, and Surgeons are classes 8-15.

D. Group Shared Excess Factors

Excess Limits may be shared by a group with issuance of a Group Shared Excess Policy.

Number of Physicians	Shared Excess Factor	Number of Physicians	Shared Excess Factor
1	N/A	24	.6945
2	N/A	25	.6870
3	N/A	26	.6795
4	.8957	27	.6721
5	.8808	28	.6649
6	.8670	29	.6578
7	.8541	30	.6508
8	.8420	31	.6438
9	.8304	32	.6370
10	.8106	33	.6302
11	.8087	34	.6250
12	.7984	35	.6250
13	.7886	36	.6250
14	.7789	37	.6250
15	.7696	38	.6250
16	.7605	39	.6250
17	.7516	40	.6250
18	.7430	41	.6250
19	.7345	42	.6250
20	.7262	43	.6250
21	.7181	44	.6250
22	.7101	45 or more	.6250
23	.7022		

Group Shared Excess premium shall be derived by applying the appropriate Group Shared Excess Factor above to the sum of the individual excess premiums of all group members. The following illustrates the necessary steps involved.

Group Z	$1M/$3M Individual Primary Limit Premium	$1M Excess Factor	Individual Excess Premium
Dr. A	$2,000	.1813	$ 363
Dr. B	$2,000	.1813	$ 363
Dr. C	$2,000	.1813	$ 363
Dr. D	$2,000	.1813	$ 363
Dr. E	$2,000	.1813	$ 363
Total Premium for Individual Excess			$1,815

After totaling the amount for the group to purchase $1M excess individually, a Group Shared Excess Factor, as identified by the referenced table for the number of physicians in the group, is multiplied by the sum of the individual limits as determined above to determine the Group Shared Excess Premium.

Example:

Group Z Excess Premium	$1,815
Shared Excess Factor	.8808
Group Shared Excess Factor	1,599

Deviation from table factors may occur up to 33% based upon the loss history of the group, underwriting discretion and rates as negotiated with reinsurers.

E. Replacement Coverage Factors for Insurance of Unreported Claims on Previously-Issued Reporting Endorsements or Occurrence Coverage

The basic limit for medical event provided by this coverage is $1 million. The basic policy aggregate limit provided by this coverage is $3 million for all insureds. Apply the appropriate factor from the tables below to the insured's mature rate for 1M/3M limits. If higher limits are desired, refer to company.

1. Factors for Indefinite Reporting Endorsement

a) All Specialties other than OB/GYN, Pediatrics or Anesthesiology

Prior Occurrence Coverage Expiration Date or	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
Prior Tail Issue Date	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.840	1.380	1.680	1.860	1.980	2.040
1+ to 2 yrs. ago	0.540	0.840	1.020	1.140	1.200	1.200
2+ to 3 yrs. ago	0.300	0.480	0.600	0.660	0.660	0.660
3+ to 4 yrs. ago	0.180	0.300	0.360	0.360	0.360	0.360
4+ to 5 yrs. ago	0.120	0.180	0.180	0.180	0.180	0.180
5+ to 6 yrs. ago	0.060	0.060	0.060	0.060	0.060	0.060
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

b) Anesthesiologist Specialty

Prior Occurrence Coverage Expiration Date or	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
Prior Tail Issue Date	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.600	0.900	1.080	1.140	1.164	1.176
1+ to 2 yrs. ago	0.300	0.480	0.540	0.564	0.576	0.576
2+ to 3 yrs. ago	0.180	0.240	0.264	0.276	0.276	0.276
3+ to 4 yrs. ago	0.060	0.084	0.096	0.096	0.096	0.096
4+ to 5 yrs. ago	0.024	0.036	0.036	0.036	0.036	0.036
5+ to 6 yrs. ago	0.012	0.012	0.012	0.012	0.012	0.012
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

c) OB/GYN and Pediatric Specialties

Prior Occurrence Coverage Expiration Date or Prior Tail Issue Date	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Up to 1 yr. ago	0.720	1.260	1.620	1.800	1.920	2.016
1+ to 2 yrs. ago	0.540	0.900	1.080	1.200	1.296	1.368
2+ to 3 yrs. ago	0.360	0.540	0.660	0.756	0.828	0.876
3+ to 4 yrs. ago	0.180	0.300	0.396	0.468	0.516	0.552
4+ to 5 yrs. ago	0.120	0.216	0.288	0.336	0.372	0.396
5+ to 6 yrs. ago	0.096	0.168	0.216	0.252	0.276	0.288
6+ to 7 yrs. ago	0.072	0.120	0.156	0.180	0.192	0.192
7+ to 8 yrs. ago	0.048	0.084	0.108	0.120	0.120	0.120
8+ to 9 yrs. ago	0.036	0.060	0.072	0.072	0.072	0.072
9+ to 10 yrs. ago	0.024	0.036	0.036	0.036	0.036	0.036
10+ to 11 yrs. ago	0.012	0.012	0.012	0.012	0.012	0.012
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

	7th Year	8th Year	9th Year	10th Year	11th Year+
Up to 1 yr. ago	2.088	2.136	2.172	2.196	2.208
1+ to 2 yrs. ago	1.416	1.452	1.476	1.488	1.488
2+ to 3 yrs. ago	0.912	0.936	0.948	0.948	0.948
3+ to 4 yrs. ago	0.576	0.588	0.588	0.588	0.588
4+ to 5 yrs. ago	0.408	0.408	0.408	0.408	0.408
5+ to 6 yrs. ago	0.288	0.288	0.288	0.288	0.288
6+ to 7 yrs. ago	0.192	0.192	0.192	0.192	0.192
7+ to 8 yrs. ago	0.120	0.120	0.120	0.120	0.120
8+ to 9 yrs. ago	0.072	0.072	0.072	0.072	0.072
9+ to 10 yrs. ago	0.036	0.036	0.036	0.036	0.036
10+ to 11 yrs. ago	0.012	0.012	0.012	0.012	0.012
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

2. Factors for Annually Renewed Prior Replacement Coverage

This option is intended to allow the policyholder the choice of a shorter reporting period at a lesser premium than charged for the indefinite period and an effectively longer payment plan than otherwise offered. It is not intended to allow the Company the option to refuse to extend the reporting period at any given year. If the insured elects to renew a sufficient number of times (seven for OB/GYN and Pediatrics and four for all other specialties), this coverage will convert from an annually renewing reporting period to an indefinite reporting period.

a) All Specialties other than OB/GYN, Pediatrics or Anesthesiology

Occurrence Coverage End Date or	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
Tail Issue Date	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.275	0.495	0.605	0.660	0.715	0.770
1+ to 2 yrs. ago	0.220	0.330	0.385	0.440	0.495	0.495
2+ to 3 yrs. ago	0.110	0.165	0.220	0.275	0.275	0.275
3+ to 4 yrs. ago	0.055	0.110	0.165	0.165	0.165	0.165
4+ to 5 yrs. ago	0.055	0.110	0.110	0.110	0.110	0.110
5+ to 6 yrs. ago	0.055	0.055	0.055	0.055	0.055	0.055
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

b) Anesthesiologist Specialty

Occurrence Coverage End Date or	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
Tail Issue Date	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.275	0.385	0.495	0.528	0.539	0.550
1+ to 2 yrs. ago	0.110	0.220	0.253	0.264	0.275	0.275
2+ to 3 yrs. ago	0.110	0.143	0.154	0.165	0.165	0.165
3+ to 4 yrs. ago	0.033	0.044	0.055	0.055	0.055	0.055
4+ to 5 yrs. ago	0.011	0.022	0.022	0.022	0.022	0.022
5+ to 6 yrs. ago	0.011	0.011	0.011	0.011	0.011	0.011
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

c) OB/GYN and Pediatric Specialties

Occurrence Coverage End Date or Tail Issue Date	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Up to 1 yr. ago	0.165	0.330	0.495	0.550	0.572	0.594
1+ to 2 yrs. ago	0.165	0.330	0.385	0.407	0.429	0.451
2+ to 3 yrs. ago	0.165	0.220	0.242	0.264	0.286	0.297
3+ to 4 yrs. ago	0.055	0.077	0.099	0.121	0.132	0.143
4+ to 5 yrs. ago	0.022	0.044	0.066	0.077	0.088	0.099
5+ to 6 yrs. ago	0.022	0.044	0.055	0.066	0.077	0.088
6+ to 7 yrs. ago	0.022	0.033	0.044	0.055	0.066	0.066
7+ to 8 yrs. ago	0.011	0.022	0.033	0.044	0.044	0.044
8+ to 9 yrs. ago	0.011	0.022	0.033	0.033	0.033	0.033
9+ to 10 yrs. ago	0.011	0.022	0.022	0.022	0.022	0.022
10+ to 11 yrs. ago	0.011	0.011	0.011	0.011	0.011	0.011
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

	7th Year	8th Year	9th Year	10th Year	11th Year+
Up to 1 yr. ago	0.616	0.627	0.638	0.649	0.660
1+ to 2 yrs. ago	0.462	0.473	0.484	0.495	0.495
2+ to 3 yrs. ago	0.308	0.319	0.330	0.330	0.330
3+ to 4 yrs. ago	0.154	0.165	0.165	0.165	0.165
4+ to 5 yrs. ago	0.110	0.110	0.110	0.110	0.110
5+ to 6 yrs. ago	0.088	0.088	0.088	0.088	0.088
6+ to 7 yrs. ago	0.066	0.066	0.066	0.066	0.066
7+ to 8 yrs. ago	0.044	0.044	0.044	0.044	0.044
8+ to 9 yrs. ago	0.033	0.033	0.033	0.033	0.033
9+ to 10 yrs. ago	0.022	0.022	0.022	0.022	0.022
10+ to 11 yrs. ago	0.011	0.011	0.011	0.011	0.011
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

3. Group Discount Factor

After calculating each insured's preliminary rate for the Replacement Coverage, apply the factor from the table below which corresponds to the number of insureds in the group for whom the coverage is purchased.

# of Physicians	Discount Factor
1	1.000
2-3	0.970
4-6	0.950
7-10	0.925
11-20	0.900
Over 20	0.850

II. STATE EXCEPTIONS

1. For insureds NOT members of a PURCHASING GROUP

A. Policy Issuance

1. Item III, Premium Payments, is hereby added to Section 1, Introduction, as follows:

III. PREMIUM PAYMENTS

1. Annual Payment Plan – The premium must be paid in full prior to the inception date of the policy.

2. Semi-Annual Payment Plan – 60% of the premium must be paid prior to the policy inception date and one installment of 40% is due six months after inception.

3. Quarterly Payment Plan – 35% of the premium must be paid prior to the policy inception date, with second and third quarterly payments of 25% each and a final quarterly payment of 15%.

4. Nine Payment Plan – 20% down and eight consecutive monthly installments of 10% each. This plan requires that the policyholder participate in the Electronic Payment Plan in which premiums are automatically deducted from the policyholder's bank account.

No finance charges or fees apply to these payment plans. The option to pay premium on other than the Annual Payment Plan may be withdrawn by the Company if the insured has failed to make premium payments when due.

B. Rules

1. Section 2, Physicians & Surgeons Specialty Classifications & Codes, is amended as follows:

	Industry Class Code		
Specialties	**No Surgery**	**Minor Surgery**	**Major Surgery**
Cardio-Thoracic Surgery			80141
General Practice	80420(B)		
Hematology/Oncology	80473(B)		
Infectious Disease	80246		
Internal Medicine – Allergy	80254(B)		
Internal Medicine-Cardiology		80281(D)	
Internal Medicine-Cardiovascular Disease	80255(B)	80281(E)	
Internal Medicine-Endocrin	80238(B)		
Internal Medicine-Gastroenterology		80274(C)	
Internal Medicine-Nephrology	80260(B)		
Internal Medicine-Oncology	80473(C)		

Specialties	Industry Class Code No Surgery	Minor Surgery	Major Surgery
Internal Medicine-Pulmonary Disease	80269(B)	80269(C)	
Internal Medicine-Rheumatology	80252(B)		
Occupational Medicine – direct patient care	80233(B)		
Orthopedic - Office	80154(C)		
Psychoanalysis	80250		

2. Section 3, Classifications and/or Rating Modifications and Procedures, is amended by replacing Item IV, Part-Time and Semi-Retired Physicians, with the following:

IV. PART-TIME AND SEMI-RETIRED PHYSICIANS

A credit is available for the Insured who practices thirty (30) hours or less per week. These hours include any direct patient care, and all other activities otherwise covered by the policy. The Insured is eligible to receive a 50 percent credit for practicing more than ten (10) but a maximum of twenty (20) hours per week, or a 20 percent credit for practicing more than 20 hours per week, but no more than 30 hours per week. Surgeons practicing less than 20 years, and less than 20 hours per week, are limited to a credit of 25%. This credit shall not be applied concurrently with the new doctor credit.

3. Section 4, Professional Liability Discounts, is amended by replacing Item V, Scheduled Rating Program, with the following:

V. SCHEDULED CREDITS AND DEBITS

The maximum credit will be 40%; the maximum debit will be 200%.

4. Section 4, Professional Liability Discounts, is amended by adding the following:

VIII. BLENDING CREDIT

A blending credit is available for those accounts that are rated in one territory, but have a percentage of their practice in another (one or more) territory. This credit is intended to bring the premium in line with the exposure per territory. It is not intended to reduce the premium below that of which they would pay in the outside territory. The Named Insured must provide a complete distribution of their practice. This distribution may include percentages for office and hospital practice along with a further breakdown into territory for each facet. This information must be completed in order to provide an accurate credit.

5. Item IX, Annual Premium Payment Discount, is hereby added to Section 4, Professional Liability Discounts, as follows:

IX. ANNUAL PREMIUM PAYMENT DISCOUNT

A discount of 1.0% of the policy premium will be applied if the insured pays the premium in full prior to the inception date of the policy. This discount is not available if the initial policy term is less than six months. If the full premium is not received by the Company by the policy effective date, the discount will be withdrawn, the policy will be rated without the discount and the insured will be billed for the additional premium.

2. For insureds who ARE members of the PROASSURNCE-SIBLEY PHYSICIANS PURCHASING GROUP PROGRAM

Eligibility

An insured may qualify for the ProAssurance-Sibley Physicians Purchasing Group Program if he has met or exceeded the expectations of ProAssurance National Capital's standard underwriting guidelines. To qualify, the applicant must also:

a. be in good standing with the medical staff and actively practice at Sibley Hospital;
b. have no restriction on his/her medical license;
c. timely complete all medical records in accordance with medical staff by-laws;
d. be Board Certified within his/her practicing specialty (or in process) and maintain continuing medical education credits;
e. comply with CMS core measures;
f. comply with hospital and Joint Commission Patient Safety goals; and
g. participate in joint risk management/loss prevention/quality improvement programs and activities developed by ProAssurance National Capital and Sibley hospital, including utilization of protocols and completion of courses, meetings or study material as specified by such programs.

A. Policy Issuance:

PROASSURANCE-SIBLEY PURCHASING GROUP CREDIT

Insureds who meet the criteria to participate in the ProAssurance-Sibley Physicians Purchasing Group program are preferred risks due to the selection criteria. In recognition of this reduction of risk, all participants are eligible for a 15% credit to the base rate.

III. STATE REQUIREMENTS

A. Policy Issuance

1. If the policy is written through a purchasing group, the following notice will be shown on the coverage summary or cover page of the policy in at least 10 point type (12 point type shown):

   This policy is issued through [Name of Purchasing Group].

2. The District of Columbia State Amendatory Endorsement must be attached to the policy at the time of issuance.

B. Rules

SERFF Tracking Number:	*PCWA-126886409*	*State:*	*District of Columbia*
Filing Company:	*ProAssurance National Capital Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*DC-HCP-2011-R*		
TOI:	*11.2 Med Mal-Claims Made Only*	*Sub-TOI:*	*11.2000 Med Mal Sub-TOI Combinations*
Product Name:	*Health Care Professional Liability Rates and Rules Manual*		
Project Name/Number:	*Rate and Rule Filing/*		

Supporting Document Schedules

Item Status: **Status Date:**

Bypassed - Item: Consulting Authorization
Bypass Reason: N/A
Comments:

Item Status: **Status Date:**

Satisfied - Item: Actuarial Certification (P&C)
Comments:
Attachment:
Rts_DC_Jan-1-11_cls chg and dent_final.pdf

Item Status: **Status Date:**

Bypassed - Item: District of Columbia and Countrywide Experience for the Last 5 Years (P&C)
Bypass Reason: N/A - this isn't a true rate filing
Comments:

Item Status: **Status Date:**

Bypassed - Item: District of Columbia and Countrywide Loss Ratio Analysis (P&C)
Bypass Reason: N/A - this isn't a true rate filing
Comments:

Item Status: **Status Date:**

SERFF Tracking Number:	*PCWA-126886409*	*State:*	*District of Columbia*
Filing Company:	*ProAssurance National Capital Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*DC-HCP-2011-R*		
TOI:	*11.2 Med Mal-Claims Made Only*	*Sub-TOI:*	*11.2000 Med Mal Sub-TOI Combinations*
Product Name:	*Health Care Professional Liability Rates and Rules Manual*		
Project Name/Number:	*Rate and Rule Filing/*		

Satisfied - Item: Marked copy of manual

Comments:

Attachment:

DC Manual eff 1-1-2011-marked.PDF

ProAssurance National Capital Insurance Company

Physicians/Surgeons/Dental Professional Liability
Rates Effective January 1, 2011
Explanatory Memorandum
District of Columbia

This memorandum and the attached exhibits summarize a revision to the classification plan for physicians and surgeons professional liability for ProAssurance National Capital Insurance Company (PRA National), in the District of Columbia. This revision will have no rate impact on current insureds.

The dental professional liabillty classification plan is also being revised to the companywide standard classification plan. The revised rates and classification plan will have no rate impact since there are no current dental insureds in the District of Columbia.

The proposed changes would be effective January 1, 2011.

Exhibit 1 - Proposed Class Plan Changes
This exhibit shows the proposed classification changes. No current District of Columbia insureds are impacted by these proposed changes.

Exhibit 2 - Dental Rate Tables - $1,000,000/$3,000,000 Liability Limits
Rates are shown by class and claims-made year for claims-made coverage and extended reporting endorsement coverage. The proposed classification plan is shown on sheet 2.

Exhibit 3 - Expense Provisions and Target Loss Ratio
ProAssurance National Capital Insurance Company is using a target loss and ALAE ratio of 50.4%. This is the ratio of losses and expenses to premium that will produce a return on equity of 13.0%. We have used a rate of return model to calculate the targat loss and ALAE ratio. This model fully recognizes investment income on required surplus and reserves.

Exhibit 4 - Profit and Contingencies Load
Calculates a profit provision, net of investment income, based on estimated earnings as a percent of earned premiums and a selected return from insurance operations.

Exhibit 5 - Indicated ULAE Load - ProAssurance Group of Companies
This exhibit calculates the indicated ratio for Unallocated Loss Adjustment Expense (ULAE) to Loss plus Allocated Loss Adjustment Expense (ALAE) based on historical incurred and paid information.

ProAssurance National Capital Insurance Company

Physicians and Surgeons Professional Liability
Proposed Class Plan Changes
Claims-Made Basis
District of Columbia

Specialty	Description	Current Class	Proposed Class
(1)	(2)	(3)	(4)
80143(B)	General Surgery Consultation	3	n/a
80154(D)	Orthopedic -- minor surgery	6	n/a
80249(B)	Psychiatry - Direct Patient Care	3	n/a
80253(B)	Radiology -- no surgery	3	n/a
80262	Nuclear Medicine	2	n/a
80269(D)	Internal Medicine -- Pulmonary -- minor surgery	5	n/a
80277(B)	Gynecology -- no major surgery	8	n/a
80280(D)	Radiology -- incl. Intravenous Pyelography	5	n/a
80284(B)	Internal Medicine -- no major surgery	5	n/a
80423	General Practice (minor surg)	5	n/a
80477(A)	Surgical Consultation, Office Only, no surg	n/a	3
80477(B)	Surgical Consultation, Office Only, assist in surg.	n/a	5

ProAssurance National Capital Insurance Company

Dental Professional Liability
Dental Rate Tables - $1,000,000/$3,000,000 Liability Limits
District of Columbia

Class	Description	Claims-Made Rates by Year					Reporting Endorsement Rates by Year				
		1	2	3	4	5+	1	2	3	4	5+
1A	General dentists - No surgery *	1,002	1,450	1,824	1,944	2,048	1,741	2,867	3,482	3,932	4,239
1	General dentists	1,114	1,674	2,142	2,291	2,422	2,059	3,391	4,117	4,650	5,014
2	Implants, sedation by anesthesiologist	1,254	1,955	2,539	2,726	2,889	2,456	4,045	4,911	5,547	5,980
3	Gen. dentists; IV or IM sedation in office	1,955	3,356	4,525	4,898	5,225	4,441	7,315	8,883	10,032	10,816
4	Oral surgeons; anesthesia in office	5,039	9,524	13,262	14,458	15,505	13,179	21,707	26,359	29,770	32,095

* No Surgery defined as no extractions, root canals or other oral surgery or endodontic procedures.

Notes:

	1	2	3	4	5+
C-M Factor:	0.300	0.600	0.850	0.930	1.000
Reporting Endorsement Factor:	0.850	1.400	1.700	1.920	2.070
Dental fixed expense	350	350	350	350	350

Class	Description	Class Rel
1A	General dentists - No surgery *	0.80
1	General dentists	1.00
2	Implants, sedation by anesthesiologist	1.25
3	Gen. dentists; IV or IM sedation in office	2.50
4	Oral surgeons; anesthesia in office	8.00

	PP**
T1	1,183

** Pure premium including ULAE, investment income, and discount utilization

Variable expense ratio 0.317

ProAssurance National Capital Insurance Company
Dental Professional Liability

Dental Specialty Codes & Classifications

Proposed Rule:

DENTISTS - CLASS 1A

80213 Applies to dentists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. **This class does not apply to dentists performing extractions, root canals or other oral surgery or endodontic procedures.** This class does not apply to oral surgeons.

DENTISTS - CLASS 1

80211 Applies to dentists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

80214 Applies to orthodontists and endodontists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

80215 Applies to periodontists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

DENTISTS - CLASS 2

80211(F) Applies to dentists, endodontists and periodontists as defined for Class 1 but, in addition, permits the initial placement of dental implants.

80211(G) Applies to dentists, endodontists and periodontists as defined for Class 1 but, in addition, permits denistry on patients who have been treated by intravenouse or intramuscular sedation in the office, but only if the sedation is adminstered by a Dental or Medical Anesthestist. If intravenous or intramuscular sedation is performed in a hospital only, Class 1 will apply. This class does not apply to oral surgeons.

DENTISTS - CLASS 3

80209 Applies to dentists as defined for Classes 1 or 2 but, in addition, permits dentistry on patients who have been treated by intravenous or intramuscular sedation in the office, administered by the dentist or a CRNA. If intravenous or intramuscular sedation is performed in a hospital only, Class 1 or 2 will apply, as appropriate. This class does not apply to oral surgeons.

ORAL SURGERY - CLASS 4

80210 Includes all oral surgeons and also applies to dentists as defined in Classes 1A through 3 who additionally perform dentistry on patients being treated with general anesthesia in the office.

ProAssurance National Capital Insurance Company

Dental Professional Liability
Expense Provisions and Target Loss Ratio

District of Columbia

		Claims-Made
(1)	Expense Provisions	
(a)	General Exp. And Acquis. (excl Fixed Expense)	6.4%
(b)	Commission	15.0%
(c)	Taxes, Licenses, Fees	2.5%
(d)	Capital Charge	1.2%
(e)	Unallocated LAE: [Exhibit 5]	11.0%
(f)	Death, Disability and Retirement Provision	5.0%
(g)	Profit and Contingencies: [Exhibit 4]	6.6%
(h)	TOTAL: [Sum (a) to (g)]	47.7%
(2)	Target Loss and ALAE Ratio: [1.00-(1h)]	52.3%

Notes: (1a)-(1f) Based on budgeted amounts.
(1g) Determined from discounted model, with due consideration to loss payment pattern, investment income on surplus and on reserves, taxes, and deferred premium collection. Assumes a target 13.0% return on equity.

ProAssurance National Capital Insurance Company

Dental Professional Liability
Profit and Contingencies Load
ProAssurance Group Combined Countrywide, Medical Malpractice Direct Business Written
District of Columbia

		Claims-Made
Estimated Investment Income on Unearned Premium and Loss Reserves ($000's)		
(1)	Mean Unearned Premium Reserve (UPR) as % of Direct Written Premium (WP)	51.53%
(2)	Average Agents' Balances and Uncollected Premiums as % of Direct WP	19.23%
(3)	Prepaid Expenses (commissions & brokerage fees, taxes, other) as % of Direct WP	23.00%
(4)	Other Income Less Other Expense	-0.86%
(5)	Deduction for Federal Income Tax Payable: [20% x (1) x 35% Federal Income Tax Rate]	3.61%
(6)	Premium Financing Expense	1.75%
(7)	UPR Subject to Investment Income as % of Direct WP: [(1) x {1.00 - (2) - (3) + (4) - (5) - (6)}]	26.56%
(8)	Premium Discount Provision	27.50%
(9)	UPR subject to Investment Income as % of Manual Premium: [(7) x {1 - (8)}]	19.26%
(10)	Expected Incurred Loss & LAE as % of Manual Premium	65.40%
(11)	Ratio of Loss & LAE Reserves to Incurred Losses	3.766
(12)	Expected Loss & LAE Reserves as % of Manual Premium: [(10) x (11)]	246.30%
(13)	Average IRS Loss Reserve Discount Factor on Loss and LAE Reserves	8.64%
(14)	Loss and LAE Reserves Available for Investment as % of Manual Premium [{(4) + (12)} x {1 - [(13) x 35%]}]	238.02%
(15)	Total Reserves subject to Investment as % of Manual Premium: [(9) + (14)]	257.28%
(16)	Expected Pre-Tax Investment Yield: [Sheet 2]	2.40%
(17)	Pre-Tax Investment Earnings on Total Reserves subject to Investment as % of Manual Premium: [(15) x (16)]	6.17%
Profit Loading Provision		
(18)	Required After Tax Rate of Return On Surplus	13.00%
(19)	Federal Income Tax Rate	35.00%
(20)	Required Pre-Tax Rate of Return On Surplus: [(18) / {1.00 - (19)}]	20.00%
(21)	Expected Pre-Tax Return on Surplus Funds: [Sheet 2]	2.40%
(22)	Required Pre-Tax Return from Insurance Operations as a Percent of Surplus: [(20) - (21)]	17.60%
(23)	Premium to Surplus Ratio	1.00
(24)	Required Return from Insurance Operations as % of Charged Premium: [(22) / (23)]	17.60%
(25)	Premium Discount Provision	27.50%
(26)	Required Return from Insurance Operations as % of Manual Premium: [(24) x {1.00 - (25)}]	12.76%
Profit Provision		
(27)	Profit Provision Net of Investment Income as % of Manual Premium: [(26) - (17)]	6.6%

Notes: (1),(2),(4) Based on average values for 2007-2009 ProAssurance Group Insurance Expense Exhibits.
(3) = Selected for PRA National based on historic company experience. Includes fixed expense portion.
(5) 20% of the change in unearned premium reserve is included in federal taxable income. Taxes paid as a result of this provision are unavailable for investment.
(10) This value represents the percentage of the manual premium, i.e. premium before the application of premium credits and debits, that is attributable to loss and loss adjustment expenses. In other words, that portion of the manual premium that will not go towards corporate costs such as overhead expenses. The actual formula is as follows:

{1.0 - Variable Expense Load - DD&R Load - Fixed Expense %}

where the fixed expenses of $975 represents 2.9% of premium.
(11) Based on an analysis of historical medical malpractice claims-made payment patterns for the ProAssurance companies
(13) From IRS Revenue Procedure 2009-55.
(14) Adjusts item (12) for federal tax payable due to IRS loss reserve discounting.

ProAssurance National Capital Insurance Company

Dental Professional Liability
Investment Income
ProAssurance Group Combined Countrywide, Medical Malpractice Direct Business Written
District of Columbia

Investment Income as a % of Invested Assets, Including Net Realized Capital Gains/Losses

Historical Earnings Levels

Cal. Yr.	Net Investment Gain	Invested Assets	Inv. Inc. to Invested Assets
(1)	(2)	(3)	(4)
2005	99,900,578	2,947,732,308	3.62%
2006	128,642,047	3,113,708,185	4.24%
2007	139,622,179	3,319,120,792	4.34%
2008	104,173,267	3,274,901,490	3.16%
2009	149,511,339	3,198,658,978	4.62%

Future Earnings Levels

Maturity Distri-bution	Calendar Year 2009 Bond Holdings	05/10 U.S. Treasury Rate
(5)	(6)	(7)
<=1yr	464,814,913	0.24%
2-5 yrs	1,406,762,646	1.39%
6-10yrs	1,060,211,160	2.63%
11-20yrs	154,482,600	3.45%
>20yrs	23,873,318	3.89%
Total	3,110,144,637	1.76%

(8) Prior Selected 4.00%

(9) Projected 2.40%

Notes: (2) From Page 4 of historical Annual Statements. Investment gain for 2006 excludes investment income that was the result of ProNational's sale of MEEMIC.
(3) From Page 2 of historical Annual Statements.
(4) = Column 2 divided by average of current and prior calendar year entry for Column (3).

ProAssurance National Capital Insurance Company

Dental Professional Liability
Indicated ULAE Load - ProAssurance Group of Companies
Claims-Made Basis
District of Columbia

					ULAE Ratio Indications	
	Direct Paid		Change Direct Case	Direct ULAE	Paid ULAE Ratio	Ratio of Paid ULAE to Loss +
Calendar Year	ULAE	Loss & ALAE	O/S Loss & ALAE	Base (3)+[0.5x(4)]	to Base (2)/(5)	ALAE (2)/(3)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
2005	37,529	276,208	136,121	344,269	10.9%	13.6%
2006	33,904	296,045	(28,242)	281,924	12.0%	11.5%
2007	35,956	428,597	(164,549)	346,322	10.4%	8.4%
2008	35,433	379,369	(83,419)	337,660	10.5%	9.3%
2009	33,673	308,268	(166,915)	224,811	15.0%	10.9%
Total	176,495	1,688,487	(307,004)	1,534,985	11.5%	10.5%

(8)	Previously Selected ULAE Load	9.5%
(9)	Selected ULAE Load	11.0%

Notes: (2)-(4) From Insurance Expense Exhibits for the ProAssurance group of companies for the medical malpractice line of business.

PROASSURANCE®
Treated Fairly

HEALTH CARE PROFESSIONALS LIABILITY

UNDERWRITING RULES AND RATES

DISTRICT OF COLUMBIA MANUAL

TABLE OF CONTENTS

* *

SECTION 1

INTRODUCTION

INTRODUCTION

This manual contains the classifications and rates governing the underwriting of Physicians' and Surgeons', Dentists' and Allied Health Professionals Liability Insurance by ProAssurance National Capital Insurance Company, hereinafter referred to as "the Company."

I. RATES AND PREMIUM CALCULATIONS

A. Rates apply on a "per incident" and annual aggregate basis. The rates for the premium classifications selected by the Company or any special situations not delineated herein are those described in the Professional Liability State Rates and Exceptions Section of this manual, with an annual minimum premium being $500 (not applicable to paramedicals). If an individual's practice involves two or more rating territories or rating classifications, the highest rating territory or classification applies. Endorsements adding risks/exposures mid-term will be rated in accordance with the Rates and Rules in effect as of the endorsement effective date. Subject to Section 3, VIII. (Rate Adjustments for Changes in Exposure) of this manual, Reporting Endorsements will be rated in accordance with the Rates and Rules in effect as of the endorsement effective date. Subject to Section 3, VIII. (Rate Adjustments for Changes in Exposure) of this manual, endorsements effecting changes on risks/exposures currently insured will be rated using the Rules (e.g., rating classification, limits of liability and rating territory) in effect on the date of the change combined with the Rates in effect on the later date of either i) the policy term effective date or ii) risk effective date.

B. Refer to the Company for: Any risk meeting one of the following criteria: a) Any risk or exposure for which there is no manual rate or applicable classification, or b) Risks developing annualized premium of $100,000 or more for basic limits for individual (a) rating.

C. Non-Standard Risks: Individuals rejected for standard coverage by the Company may be individually considered for coverage at an additional premium charge or other applicable coverage conditions and limitations on an individually agreed, consent-to-rate basis.

D. Whole Dollar Premium Rule: The premiums appearing in the State Rates and Exceptions Section of this manual have been rounded to the nearest whole dollar. This procedure shall also apply to all interim premium adjustments, including endorsements or cancellations. A premium involving $.50 or over, shall be rounded to the next higher whole dollar.

II. CANCELLATIONS

Cancellations shall be made only within the parameters established by the State of policy issuance as framed in the Cancellation provisions of the policy including any State-specific endorsement attached thereto.

A. By the Company: The earned premium shall be determined on a "pro rata" basis.

B. By the Insured: The earned premium shall be determined on a "short rate" basis.

C. Removal from the State: Subject to state provisions, the policy may be canceled by the Company after the insured no longer maintains at least 75% of his medical practice within the state of issuance, regardless of whether notice has been given by the insured.

SECTION 2

PHYSICIANS & SURGEONS SPECIALTY CODES AND DESCRIPTIONS

PHYSICIANS' & SURGEONS' SPECIALTY CLASSIFICATIONS & CODES

* *

Column Heading Definitions

No Surgery: General practitioners and specialists who do not perform surgery or assist in surgery. Incision of boils and superficial abscesses and suturing of skin and superficial fascia are not considered surgery.

Minor Surgery: General practitioners and specialists who perform minor surgery or invasive procedures for diagnostic purposes, or who assist in major surgery on their own patients.

Major Surgery: General practitioners and specialists who perform major surgery on their own patients, or who assist in major surgery on patients of others.

	Industry Class Code		
Specialties	**No Surgery**	**Minor Surgery**	**Major Surgery**
Administrative Medicine	80178	-	-
Allergy	80254	-	-
Anesthesiology	-	-	80151
Bariatrics	-	-	80476
Cardiovascular Disease	80255	80281(A) 80281(B)-specified procedures	80150
Colon & Rectal	-	-	80115
Dermatopathology	-	80474	-
Dermatology	80256(A)	80282	80472
Dermatology This classification applies to any dermatologist who performs the following procedures: a) excision of skin lesions with graft or flap repair; b) collagen injections.	80256(B)	-	-
Emergency Medicine This classification applies to any general practitioner or specialist primarily engaged in emergency practice at a clinic, hospital or rescue facility.	-	80102(C)	-
Emergency Medicine - Moonlighting (Refer to Classification and/or Rating Modifications & Procedures Section)	80102(A)	80102(B)	-
Family Practitioner or General Practitioner - Limited Obstetrics	-	-	80117(B)

PHYSICIANS' & SURGEONS' SPECIALTY CLASSIFICATIONS & CODES

* *

Specialties	Industry Class Code No Surgery	Minor Surgery	Major Surgery
Family Practitioner or General Practitioner - Significant Obstetrics			80117(C)
Family Practitioner or General Practitioner - No Obstetrics	80420	80421(A)* 80421(B)* 80421(C)*	80117(A)
Forensic/Legal Medicine	80240	-	-
Gastroenterology	80241	80274	-
General - N.O.C. This classification does not apply to any family or general practitioners or specialists who occasionally perform surgery.	-	-	80143
General Preventive Medicine	80231	-	-
Gynecology	80244	80277	80167
Hand	-	-	80169
Hematology	80245	80278	-
Hospitalist	-	80222(A) 80222(B)	-
Intensive Care Medicine	-	80283	-
Internal Medicine	80257	80284	-
Nephrology	80260	80287	-
Neurology	80261	80288	80152
Obstetrics/Gynecology	-	-	80153
Occupational Medicine	80233	-	-
Oncology	80473	80286	-
Ophthalmology	80263	80289	80114
Orthopedic - No Spinal Surgery	-	-	80154(A)
Orthopedic - Including Spinal Surgery	-	-	80154(B)
Otorhinolaryngology	80265	80291	80159

* refer to Classification and/or Rating Modifications & Procedures Section for further definition

PHYSICIANS' & SURGEONS' SPECIALTY CLASSIFICATIONS & CODES

* *

Specialties	Industry Class Code No Surgery	Minor Surgery	Major Surgery
Otorhinolaryngology-Including Plastic	-	-	80155
Pain Management	80475(A)	-	80475(B)-basic procedures 80475(C)-intermediate procedures 80475(D)-advanced procedures
Pathology	80266	-	
Pediatrics	80267	80293**	-
Physical Medicine & Rehabilitation	80235	-	-
Physicians - N.O.C.	80268	80294	-
Plastic	-	-	80156
Podiatrist	80620	-	80621
Psychiatry	80249	-	-
Psychiatry - Including Shock Therapy	80431	-	-
Public Health	80236	-	-
Pulmonary Diseases	80269	***	-
Radiology - Diagnostic	80253	80280	-
Radiology - Including Radiation Therapy	-	80425	-
Radiology – Interventional	80360	-	-
Rheumatology	80252	***	-
Semi-Retired Physicians (Refer to Classification and/or Rating Modifications and Procedures Section.)	80179	-	-
Surgical Consultation – Office Only	80477(A)	80477(B)	-
Thoracic	-	-	80144
Traumatic	-	-	80171
Urgent Care Physician (Non-ER, no surgery)	80424	-	-
Urology	80145(A)	80145(B)	80145(C)
Vascular	-	-	80146

**For rating purposes, include Neonatology in this risk class.

***See Internal Medicine - Minor Surgery

SECTION 3

CLASSIFICATION AND/OR RATING MODIFICATIONS AND PROCEDURES

CLASSIFICATION AND/OR RATING MODIFICATIONS AND PROCEDURES

I. "MOONLIGHTING" PHYSICIANS

Physicians and surgeons who perform covered "moonlighting" activities of 20 hours or less per week may be eligible to be insured at 50% of the rate applicable to the specialty in which the physician or surgeon is "moonlighting."

Covered "moonlighting" activities include:

A. Physicians and surgeons in active, full-time military service requesting coverage for outside activities.

B. Full-time Federal Government employed physicians and surgeons (such as V.A. Hospital employees) requesting coverage for outside activities.

C. Physicians and surgeons employed full-time by the State or County Health Department requesting coverage for outside activities.

D. Residents or fellows currently attending their training program who are requesting coverage for outside activities but only while they are enrolled in such program.

II. FELLOWS, RESIDENTS AND INTERNS

A. Coverage may be written for fellows, residents and interns practicing within the scope of their training in the teaching environment. Clinical exposure must not exceed 30 hours per week. The rate shall generally be 50% of the appropriate specialty classification, but may vary from 25% to 75% depending upon the clinical exposure of each individual rated.

B. If fellows, residents and interns wish to practice outside their training program 100 hours or less per month, coverage may be written at a rate equal to 50% of the appropriate specialty classification. (HOWEVER, the appropriate rate for Emergency Room Moonlighting is equal to 50% of the premium assigned to Class Code 80102(A).

C. Residents who continue to practice in the Emergency Room (part-time or full-time) during an interruption in their training for a period of time not to exceed one year, may qualify for the premium assigned to Class Code 80102(B) if they have no other clinical activities.

III. FAMILY PRACTICE / GENERAL PRACTICE - MINOR SURGERY

Those Family Practice/General Practice Physicians who perform minor surgery procedures and/or assist in surgery on their own or other than their own patients will be classified as follows:

Classification	Rating Criteria:
80421(A)	Assist in major surgery on their own patients only (do not also perform minor surgical procedures).
80421(B)	Perform minor surgical procedures (may also assist in major surgery on their own patients).
80421(C)	Assist in major surgery on the patients of others (may also perform minor surgical procedures and/or assist in major surgery on their own patients).

IV. PART-TIME AND SEMI-RETIRED PROFESSIONALS

The Part-Time Discount is available to physicians, surgeons and dentists:

A. who have at least 15 years of postgraduate clinical practice experience and are scaling back their practice in anticipation of retirement; or
B. who practice less than 20 hours per week due to family needs (caring for young children and/or ill or disabled family members); or
C. who are required to practice on a reduced basis as a result of a physical or medical condition, with the company's approval; or
D. who practice at least 30 hours per week at a hospital, community health center or other health care facility where medical professional liability insurance is provided by the facility. A certificate of insurance listing the Company as certificate holder must be presented annually for the credit to apply.

Insureds eligible for the New Doctor Discount are not eligible for the Part-Time Discount. Also, physicians employing or supervising paramedicals are not eligible for the Part-Time Discount.

This discount is intended to more accurately rate the insured who practices his specialty on a limited basis. The available discounts are:

TYPE	Class	Average Weekly Practice Hours <20 hours
Physician	1 to 7	50%
Surgeon	8 to 15	35%
Dentist	1 to 5	50%
All other		None

* Physicians and Surgeons whose average weekly practice hours are less than 12 hours will be individually evaluated by the company

Practice hours are defined as:

- hospital rounds,
- charting and patient planning,
- on call hours involving patient contact, whether direct or by telephone,
- consultation with other physicians, and
- patient visits/consultations.

Practice hours of physicians receiving the Part-Time Discount are subject to random audit by the Company.

V. LOCUM TENENS

Locum tenens coverage is provided at no additional charge for up to 45 days in any policy year and provides a shared limit with the insured. The locum tenens doctor must submit an application for Company approval in advance of the requested effective date of coverage.

VI. CORPORATE LIABILITY - SHARED LIMIT

No charge will be made for entities sharing in the available limits of liability of the insured physicians or dentists or other insured organizations, providing each member is insured by the Company and the risk is otherwise acceptable.

VII. FULL-TIME EQUIVALENT RATING

Rating of certain multi-physician groups may, at the Company's option, be determined on a full-time equivalent (FTE) unit basis. Under this rating method, policies may be issued to positions with individuals who may fill such positions identified rather than being issued to specific individuals. An FTE rate will be determined based upon the filed and approved rate for a given classification of physicians or surgeons but will be allocated based upon either the number of average hours of practice for a given specialty or the average number of patient contacts/visits in a 12 month period. A risk with fewer than 50,000 patient encounters each year will not qualify for full-time equivalent rating.

All FTE rated applications shall be referred to the Company.

VIII. RATE ADJUSTMENTS FOR CHANGES IN EXPOSURE -- CLAIMS-MADE, RETROACTIVE, AND REPORTING ENDORSEMENT COVERAGE

A. Claims-Made Coverage

The calculations for changes in exposure are performed by taking the difference between claims-made rates for each period of differing exposures. These calculations are appropriate for changes in practice specialty, changes in rating territory or practice in other states, changes between part-time and full-time practice, and other changes that would affect a calculated rate. Currently approved rates, classification tables and discount or surcharge factors for the appropriate state(s) are used. This method can be generalized by using the following formula to calculate a rate for the upcoming year.

1. Rate for current practice, determined using a retroactive date equal to the date that the *current* practice patterns began,

2. plus rate for prior practice, determined using a retroactive date equal to the date that the *previous* practice patterns began,

3. less rate for prior practice, determined using a retroactive date equal to the date that the *current* practice patterns began.

This method is applied in a similar manner if more than one practice change occurred during the previous four years, and the components are pro-rated if the change occurred at a date other than the policy anniversary date.

For example, if a physician had practiced obstetrics and gynecology for many years, then stopped practicing obstetrics and began to practice gynecology only, the appropriate premium for the upcoming policy period would be:

Gynecology rate for claims-made year one,
plus OB/GYN rate for claims-made year five,
less OB/GYN rate for claims-made year one.

This produces a blended rate, reflecting the remaining OB/GYN exposure that makes up the majority of the expected reported claims in the upcoming year, plus the initial gynecology exposure.

The rate for the second year of gynecology-only practice would be:

Gynecology rate for claims-made year two,
plus OB/GYN rate for claims-made year five,
less OB/GYN rate for claims-made year two.

This adjustment process continues for two more years, until the beginning of the fifth year in the new specialty. At that time, the blended rate would be:

Gynecology rate for claims-made year five,
plus OB/GYN rate for claims-made year five,
less OB/GYN rate for claims-made year five,

which is simply equal to the gynecology rate for claims-made year five.

Although this method of adjusting rates is designed to accommodate most situations, changes in medical practice often result from increasing or decreasing patient loads, additional medical training, relocation of the practice, gradual reduction in practice nearing retirement and other underwriting factors which affect the risk of loss. As a result, the Company may choose to waive the exposure change adjustment process in specific situations, thereby utilizing the current rating variables without modification. Conversely, a debit under the Scheduled Rating Plan may be applied at the underwriter's discretion, based on more than five years of practice in specialties with long claim emergence patterns, such as Pediatrics or Obstetrics.

B. Prior Acts Coverage

When prior acts coverage is provided, the same method is utilized, as if the insured had been with the Company during the prior acts period. Practice information regarding the prior acts period is obtained from the insurance application.

C. Reporting Endorsement Coverage

If reporting endorsement coverage is to be rated, the same method is utilized, substituting the reporting endorsement rates for the claims-made rates. For example, a reporting endorsement purchased at the end of the second year of gynecology practice in the obstetrics/gynecology example described above would be:

Gynecology reporting endorsement premium for claims-made year two,
plus OB/GYN reporting endorsement premium for claims-made year five,
less OB/GYN reporting endorsement premium for claims-made year two.

IX. REPORTING ENDORSEMENTS (Claims-made only)

A. Reporting Endorsement Premium Calculation

With respect to calculation of Reporting Endorsement premium, the only credits/discounts that apply are the Part-Time Discount and Deductibles credit. All debit/surcharges will apply to Reporting Endorsement premium calculations. With respect to risks or exposures written on a consent-to-rate basis, (a) rated basis or Full-Time Equivalent Rating basis at the time the Reporting Endorsement is issued, Reporting Endorsement premium will be calculated on that same basis. If the policy is terminated during the first year, pro-rate the tail premium. For terminations during the second, third or fourth claims-made policy year, blend the applicable tail factors. The Company may refuse to offer deductible options for premium credit on reporting endorsements in the case of insufficient securitization.

B. Waiver of Reporting Endorsement Premium

The premium for the reporting endorsement may be waived as provided by the contract in force or at the discretion of the Company.

X. RATE CHANGE AMELIORATION

In situations where a rate change affects a single specialty by greater than 30%, a credit up to 25% may be applied to the new premium for an affected insured to lessen the single year impact of such a significant increase if, based on the underwriter's evaluation of the quality of the risk, such consideration is warranted. The underwriter will consider training and experience, longevity with the company, practice situation and claims history when making any such recommendation. Management approval is required.

SECTION 4

PROFESSIONAL LIABILITY DISCOUNTS

PROFESSIONAL LIABILITY DISCOUNTS

I. MAXIMUM CREDIT

Maximum credit available per insured will be limited to 40% except for the following:

- Part-time exposure rating: up to 50%. Deductible credits and attendance of a ProAssurance Loss Prevention Seminar credit may be combined with the part-time credit but no other credits or discounts apply.
- New Doctor/Dentist Discounts: up to 50%. Deductible credits may be combined with the New Doctor/Dentist Discount but no other credits or discounts apply.
- Deductibles/Self-Insured Retentions.
- Risks developing $100,000 or more annualized premium.

II. NEW DOCTOR OR DENTIST DISCOUNT

This discount will apply only to solo practicing physicians who have never been in practice and proceed directly into practice from training, or physicians who fit within that category except for an interim period of employment not to exceed two years. Physicians who would otherwise qualify but who are joining an established group practice insured by the Company where their clinical exposure will not exceed 30 hours per week are to be submitted to the Company for rating. This discount will also apply only to dentists who proceed directly into practice from training, or dentists who fit within that category except for an interim period of employment not to exceed two years.

Year of Coverage Since Training	Annual Premium Discount Per Policy
Year 1	50%
Year 2	25%
Year 3	0%

III. RISK MANAGEMENT PREMIUM CREDITS

Insureds who participate in risk management activities approved by the Company are eligible for the following premium credits, up to a maximum of 12%.

A. Individual Risk Management Activities: Individual insureds shall receive premium credits as indicated for completion, within the 12 months prior to the effective date of the policy being rated, of the following activities:

	Activity	Credit
1.	Successful completion of an approved fee-for-service office analysis and education program. Positive response to recommendations made shall result in the application of this credit for up to three policy years. Applicable only to accounts generating $250,000 or more in annual premium.	5%
2. a.	A Company sponsored Loss Prevention or other approved risk management seminar carrying at least two CME credits (annual); or,	5%

	b.	A Company-produced online Loss Prevention seminar.	2.5%
3.		Company-produced Supplemental Online Modules (up to four).	0.5% for each module completed (up to a maximum of 2.0%)
4.	a.	An approved closed claim review (annual); and/or	5%
	b.	Successful completion of an approved risk management correspondence course carrying at least two CME credits (annual).	5%
5.		Demonstrated regular use of an approved patient information system or program.	5%

Educational activities must qualify for Continuing Medical Education credit (where applicable) to be acceptable for risk management credits. The applicant must provide proof (Certificate) of CME credits earned at the time of application. Activities submitted for risk management credits must have been completed within twelve months prior to application.

B. In addition to the above, any physician or surgeon whose practice benefits from the risk management activities of an employed practice administrator or risk manager may receive one of the following credits:
   1. If the practice employs a full-time, qualified, professional risk manager primarily engaged in risk management and loss prevention activities, each insured shall receive a 5% credit.
   2. If the practice administrator or office manager participates in a Company-sponsored Loss Prevention or other risk management seminar, each insured shall receive a 2% credit. Certain requirements apply:
      a. The seminar must be designated by the Company as eligible for practice administrator credit.
      b. Attendance must occur within the twelve months prior to the effective date of the policy being rated.
      c. At least 75% of the insureds in the practice must qualify for risk management credit as a result of individual risk management activities under the terms of Section III(A)(2), above.
      d. The practice administrator or office manager must actively manage the practice for thirty or more hours per week. In the case of shared practice management, determination of eligibility will rest with the Company.

C. Any risk management credit will be revoked or withheld for any of the following reasons:
   1. Failure by an individual insured to certify adherence to risk management guidelines adopted by the Company and in effect at the time of application;
   2. Demonstrable evidence which indicates that the insured has been or is practicing in violation of guidelines or underwriting criteria adopted by the Company;
   3. Results of an underwriting audit which show serious deficiencies, including but not limited to non-compliance with specialty risk management guidelines; or
   4. Evidence of falsification of attendance, credit or completion of risk management activities applied towards a risk management credit.

Information obtained in the process of handling a claim will be used in evaluating an insured with respect to the above condition; however, the filing of a claim or incurring any expense or indemnity on behalf of an insured shall not alone be considered grounds for reducing, revoking or withholding a credit.

IV. HOSPITAL BASED DISCOUNT PROGRAMS

A. Advanced Obstetrical Risk Management Program

Obstetrical services may be targeted with a special Advanced Obstetrical Risk Management Program relating to all phases of obstetrical services in both the physician's office or clinic and in the hospital including, but not limited to, intrapartum fetal surveillance, induction and augmentation of labor, emergency cesarean section times, documentation, and anesthesia. The physician must actively participate in the program in order to receive a discount of up to 10%.

No combination of Risk Management and Advanced Obstetrical Risk Management credits shall exceed 20%.

B. Any hospital based discount may be revoked or withheld for any of the following reasons:

1. Failure by an individual insured to certify adherence to risk management guidelines adopted by the Company and in effect at the time of application.

2. Demonstrable evidence which indicates that the insured has been or is practicing in violation of guidelines or underwriting criteria adopted by the Company.

3. Results of an underwriting audit which show serious deficiencies, including but not limited to non-compliance with specialty risk management guidelines; or

4. Evidence of falsification of attendance, credit or completion of risk management activities applied towards a risk management credit.

5. Negative claim history.

V. SCHEDULED RATING PROGRAM

The Company has determined that significant variability exists in the hazards faced by physicians and surgeons engaged in the practice of medicine. Exposure conditions vary with respect to:

1. Number of years experience in medicine;
2. Number of patient exposures;
3. Organization (if any) and size;
4. Medical standards review and claims review committees;
5. Other risk management practices and procedures;
6. Training, accreditation and credentialing;
7. Continuing Medical Education activities;
8. Professional liability claim experience;
9. Record-keeping practices;
10. Maintenance and utilization of certain monitoring equipment, diagnostic tests or diagnostic procedures; and
11. Participation in capitation contracts.*
12. Insured group maintains differing limits of liability on members.*

In order to recognize these and other factors affecting a particular practitioner or group practice, the Company proposes to apply a debit or credit to the otherwise applicable rate dependent upon the underwriter's overall evaluation of the risk.

The maximum credit will be 25%; the maximum debit will be 25%.

The Scheduled Rating Plan will apply to individuals as well as groups of two or more physicians as the Company becomes aware of variability in the risk characteristics of the individual or group. At the underwriter's discretion, objective credits otherwise applicable to an insured will not be applied in situations where a scheduled debit is deemed necessary.

* NOTE: No credit will be given for #11 or #12 above.

VI. DEDUCTIBLES

Deductibles may apply either to indemnity only or indemnity and allocated loss adjustment expenses (ALAE). Any discount will apply only to the primary limit premium layer ($1M/$3M). Deductibles are subject to approval by the company based on financial statements to be submitted by the insured and financial guarantees as required. The company reserves the right to require acceptable securitization in the amount of the per claim and/or aggregate deductible amount from any insured covered by a policy to which a deductible is attached.

A. Individual Deductibles

Discount as a Percentage of Rate for Applicable Primary Limit

These per claim and aggregate (if any) deductibles apply to each insured separately.

INDEMNITY ONLY Deductible Per Claim		INDEMNITY AND ALAE Deductible Per Claim	
$ 5,000	2.5%	$ 5,000	4.0%
$10,000	4.5%	$10,000	7.5%
$15,000	6.0%	$15,000	9.6%
$20,000	8.0%	$20,000	11.4%
$25,000	9.0%	$25,000	13.0%
$50,000	15.0%	$50,000	19.0%
$100,000	25.0%	$100,000	28.0%
$200,000	37.5%	$200,000	42.5%
$250,000	42.0%	$250,000	50.0%
Per Claim/Aggregate		**Per Claim/Aggregate**	
$ 5,000/15,000	2.1%	$ 5,000/15,000	3.0%
$10,000/30,000	3.9%	$10,000/30,000	7.0%
$25,000/75,000	8.5%	$25,000/75,000	12.0%
$50,000/150,000	14.0%	$50,000/150,000	18.0%
$100,000/300,000	24.0%	$100,000/300,000	26.5%
$200,000/600,000	36.0%	$200,000/600,000	41.0%
$250,000/750,000	40.0%	$250,000/750,000	48.5%

For other deductible amounts selected by policyholders, refer to management for rating.

B. Group Deductibles

An optional deductible which limits the amount the entire group will have to pay, if multiple claims are made in a policy year, is available. Under this program, the per claim deductible continues to apply separately to each insured involved in a suit. However, the aggregate deductible applies to all insureds in the group combined thereby reducing the organization's maximum potential liability in a policy year.

When an organization is insured with a separate limit of coverage, the organization is counted when totaling the number of insureds below.

Group aggregate deductible discounts apply to $1M/$3M premiums only. The applicable Deductible Discount will not change during the policy term despite changes in the number of insureds, but will be limited by any applicable maximum credit amount.

Indemnity Deductible Per Claim/Aggregate ($000)	Number of Insureds 2 - 19	20 - 40	41 - 60	61 - 100	Maximum Credit
5/15	.020	.018	.015	.012	$ 12,750
10/30	.038	.035	.030	.024	25,500
25/75	.084	.079	.070	.058	63,750
50/150	.145	.139	.127	.109	127,500
100/300	.234	.228	.216	.196	255,000
200/600	.348	.346	.338	.321	510,000
250/750	.385	.385	.381	.368	637,500

Indemnity & ALAE Deductible Per Claim/Aggregate ($000)	Number of Insureds 2 - 19	20 - 40	41 - 60	61 - 100	Maximum Credit
5/15	.029	.026	.021	.017	$ 12,750
10/30	.068	.063	.054	.043	25,500
25/75	.119	.112	.099	.082	63,750
50/150	.186	.179	.163	.140	127,500
100/300	.258	.252	.239	.216	255,000
200/600	.396	.394	.385	.366	510,000
250/750	.467	.467	.462	.446	637,500

C. Mandatory Deductibles

The deductible mechanism may be applicable when a policyholder exhibits a pattern of claim frequency that exceeds the average for his/her specialty. In the consideration of a deductible assessment, severity is usually not an issue.

Deductibles may be imposed in amounts from $1,000 to $250,000 per claim. There is no corresponding premium discount, and there are no aggregate limits on mandatory deductibles.

An amendatory deductible endorsement will be added to the policy at renewal and will be maintained for no less than one year. The policy will be subject to an annual review thereafter for consideration of a revised sanction.

D. Self-Insured Retentions

Insureds may self-insure a portion of their professional and general liability risk with the Company's policy attaching in excess of the Self-Insured Retention selected. The Self-Insured Retention limit may include ALAE, or ALAE may be paid pro rata. All such policies must be referred to the Company for special consideration.

VII. GENERAL RULES

A. Discounts will only be applied to qualifying insureds at the initial issuance of such policy or at the next renewal date.

B. Discounts will apply in the following order:

1. Deductible Discount (primary premium only);
2. New Doctor/Dentist Discount or other resident or part-time, semi-retired discount.
3. Risk Management Discount and Scheduled Rating (apply the net credit or debit).

Example: Class 1, $1M/$3M, 1st year New Doctor/Dentist, Risk Management Seminar within 12 months. $25,000 deductible. Assume manual rate $7,500.

$7,500	Manual Rate for $1M/$3M
x .91	Less 9% (Deductible Credit)
6825	
x .50	Less 50% (New Doctor/Dentist)
3,413	Applicable Net Premium
x .85	Less 15% (Risk Management Programs, Scheduled Rating)
2,901	Net Premium

C. Additional practice charges will be applied to the premium after all discounts have been applied.

D. Corporate Liability premium will be determined after all discounts and surcharges have been applied.

SECTION 5

ADDITIONAL PRACTICE CHARGES

ADDITIONAL PRACTICE CHARGES

I. MEDICAL SERVICES PROVIDED IN A STATE OUTSIDE THE STATE OF POLICY ISSUANCE

Insureds engaging in the routine care and treatment of patients outside the state in which the policy is issued may be subject to appropriate surcharge or credit based upon rates consistent with those charged for a like risk in said state.

II. PARTNERSHIP - CORPORATION - PROFESSIONAL ASSOCIATION COVERAGE

Coverage for partnerships, corporations, or professional associations may be written with a separate limit of liability. The premium charge will be a percentage (selected from the table below) of the sum of each member physician's net individual premium and will be 20% of each member dentist's net individual premium. For each member physician not individually insured by the Company, a premium charge will be made equal to 30% of the appropriate specialty rate if the Company agrees to provide such coverage. In order for the entity to be eligible for coverage under the separate policy, the Company must insure all member physicians, or at least 60% of the physician members must be insured by the Company and the remaining physicians must be insured by another professional liability program acceptable to the Company.

Number of Insureds	Percent
2 - 5	15.0%
6 - 9	12.0%
10 - 19	9.0%
20 - 49	7.0%
50 or more	5.0%

A separate corporate limit is not available for solo practitioners or dentists. The minimum premium for separate limits coverage for partnerships, corporations or professional associations is $1,000.

III. PARTNERSHIP–CORPORATION-PROFESSIONAL ASSOCIATION EXTENDED REPORTING ENDORSEMENT COVERAGE

Partnerships, corporations, or professional associations that purchase a separate limit of liability may be eligible to purchase an Extended Reporting Endorsement upon cancellation of the coverage. For the entity to be eligible for the separate limit extended reporting endorsement, all physician members insured on the policy must exercise their right to purchase an individual extended reporting endorsement. The premium charge for the entity extended reporting endorsement will be a percentage of the sum of each member physician's net individual reporting endorsement premium, based on the number of insureds and the table in Paragraph II, above.

IV. CLAIMS FREE CREDIT PROGRAM

A physician will be considered claims free for purposes of this credit program if:

1. no loss payment has been made during the Evaluation Period, and
2. the total of allocated loss adjustment expense [ALAE] payments made during the Evaluation Period **plus** any Company established reserves for loss or ALAE does not exceed $35,000.

Only claims reported during the Evaluation Period shall be included in measuring the payment and reserve criteria stated above. The Evaluation Period is based upon the physician's rating class as defined in the table below and shall end on the effective date of the policy period to be rated. The Evaluation Period shall begin no earlier than the time when the physician first begins the practice of medicine following formal training (residency or a continuous period of residency and fellowships). The Company will review the claims history of each insured or applicant for the purpose of evaluating the applicability of each claim based upon the facts and circumstances of specific claims. Reported incidents that do not involve a demand for damages by a third party will not be included in the evaluation.

Class	Evaluation Period
1 – 4	10 Yrs.
5 – 9	7 Yrs.
10 – 15	5 Yrs.

The claims free physician will receive a 3% credit for compliance with the minimum Claims Free Period and will earn an additional 1% credit for each continuous claims free year thereafter up to 15% in total. However, if the physician has been continuously insured by the Company for 10 or more years, the maximum allowable Claims Free Credit that can be earned will be increased to 20%.

Credits will be applied or removed at policy inception or renewal only. Inclusion of claims history with prior carriers is subject to presentation of information acceptable to the Company. The determination of claims to be included and payment or reserve amounts to be considered will be based upon information available at the time the policy is rated, typically 60 days prior to effective date.

Notwithstanding any other provisions of this section, no insured with 3 or more claims will be eligible for a claims free credit without management approval.

Dentists will be treated as "Class 1" for determination of their Evaluation Period and will be eligible for a maximum Claims Free Credit of 15%, in accordance with the earning schedule above. However, the Claims Free Dentist must have no incurred losses or ALAE (payments or reserves) during the Evaluation Period. Notwithstanding any other provisions of this section, no dentist with 2 or more reported claims will be eligible for a claims free credit without management approval.

V. LEGAL DEFENSE COVERAGE

The Company offers the Professional Legal Defense Extended Coverage to insured physicians and dentists at no charge.

Limits of Liability will be offered as follows:

# of insureds	"Each Covered Investigation"	"Each Policy Period"
1 - 5	$25,000	$25,000 X (# of insureds)
6 - 10	$25,000	$125,000
11 - 20	$25,000	$175,000
21 +	$25,000	$225,000

The limit of liability for "covered audits" will be $5,000 per covered insured with a deductible of $1,000 per audit per insured.

SECTION 6

PHYSICIAN EXTENDER, PARAMEDICAL AND ALLIED HEALTH PROFESSIONAL LIABILITY RATING

I. PHYSICIAN EXTENDERS AND PARAMEDICAL EMPLOYEES

Professional employees (other than cytotechnologists, dentists, emergency medical technicians, certified registered nurse anesthetists, nurse midwives, nurse practitioners, optometrists, perfusionists, physicians, physicians' assistants, psychologists, surgeons or surgeons' assistants) are automatically included, at no additional charge, as additional insureds under policies issued to their employers. The limits of liability are on a shared basis with the employer.

The following paramedical employees may be individually insured by the Company by payment of an additional premium or covered elsewhere through a program deemed acceptable to the Company with minimum limits of liability equal to or greater than those of the insured employer. Coverage is available on a shared-limits basis or with separate individual limits. To determine the additional premium for the coverage selected, apply the appropriate factor from the premium assigned to Physician Class Codes 80420, 80151, 80266 or 80114, as specified, for the applicable claims-made year and appropriate limits of liability:

(Paramedical employees written on a shared-limits basis will be charged a fourth year claims-made premium regardless of retroactive date and the shared-limits factors stated above will always be applied to a fourth year claims-made premium.)

Employee	(Factors based on 80420)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Physician's Assistant (PA)	N/A	0.043	N/A
Surgeon's Assistant (SA)	N/A	0.082	N/A
Certified Nurse Practitioner (CNP)	N/A	0.043	N/A
Psychologist	N/A	0.043	N/A
Emergency Medical Technician (EMT)	N/A	0.010	N/A
Perfusionist	N/A	0.043	N/A

Employee	(Factors based on 80151)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Certified Nurse Anesthetist (CRNA) – not part of an insured group	N/A	0.120	N/A
CRNA employed by an insured group - separate limits basis	N/A	0.120	N/A
CRNA employed by an insured group – shared limits basis with ratio of CRNAs to anesthesiologists between 2:1 and 4:1	N/A	N/A	N/A
CRNA employed by an insured group – shared limits basis with ratio of CRNAs to anesthesiologists no more than 2:1	N/A	N/A	N/A

For CRNAs employed by an insured performing pain management procedures, use the above factor to the 80475(C) ISO code and applicable rate class.

(If the ratio of employed CRNA's to Anesthesiologists exceeds 4-to-1, the Company may decline to insure the risk, or apply an additional premium, at its sole discretion.)

Employee	(Factors based on 80153)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Certified Nurse Midwife (CNM)	N/A	0.021	N/A

Employee	(Factors based on 80266)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Cytotechnologist	N/A	N/A	N/A

Employee	(Factors based on 80114)		
	Shared Limits Factor	Separate Limits Factor	Non-insured Vicarious Liability Factor
Optometrist	N/A	0.031	N/A

II. ALLIED HEALTH PROFESSIONAL EMPLOYEES

Certain Allied Health professionals are eligible for separate insurance by the Company at individual limits of liability. The premium charge will be determined by applying the factors below to the appropriate rate for the designated Physician Class Code in the applicable rating territory.

SPECIALTY	CLASS CODE	$1M/$3M
		(Factors based on 80420)
Audiologist	80760	0.005
Cardiac Technician	80751	0.025
Casting Technician	80752	0.020
Certified Nurse Practitioner	80964	0.043
Clinical Nurse Specialist	80964	0.043
Counselor	80712	0.005
Dietitian	89761	0.018
EKG Technician	80763	0.018
Medical Assistant	80762	0.005
Medical Lab Technician	80711	0.005
Nurse	80998	0.005
Nurse - Student	82998	0.005
Nurse, RN Perform X-Ray Therapy	80714	0.005
Occupational Therapist	80750	0.025
O.R. Technician	80758	0.125
Ophthalmic Assistant	80755	0.005
Orthopedic Technician	80756	0.005
Perfusionist	80764	0.043
Pharmacist	59112	0.025
Phlebotomist	80753	0.018
Physical Therapist (Emp)	80945	0.025
Physical Therapist (Ind)	80946	0.043
Physical Therapy Aide	80995	0.018
Physiotherapist	80938	0.018
Psychologist	80912	0.043
Pump Technician	88888	0.020
Respiratory Therapist	80601	0.025
Social Worker	80911	0.045
Sonographer	80754	0.018
X-Ray/Radiologic Technician	80713	0.005
X-Ray Therapy Technician	80716	0.005
		(Factors based on 80211)
Dental Assistant	80207	0.100
Dental Hygienist	80208	0.100
		(Factors based on 80114)
Optometrist (Optical)	80944	0.031
Optometrist (Employee*)	80944	*See note below
Optometrist (Independent**)	80944	**See note below

*30% of an Ophthalmologists base premium. (If administering topical ocular pharmaceutical agents.)
**100% of an Ophthalmologists base premium. (If administering topical ocular pharmaceutical agents.)

At the discretion of the underwriter, additional insured status may be granted to the non-insured allied health entity for a 10% additional charge. The entity will share in the limits of liability of the insured allied health provider but only for the activities of such provider.

Reporting Endorsements are available to Allied Health Professionals insured under separate policies by application of the factors below.

Prior Year Claims-Made	Factors
1	1.00
2	1.25
3+	1.50

STEP-RATING FACTORS

First Year	50% of mature premium
Second Year	80% of mature premium
Third Year	100% of mature premium

Mature premiums under $500 are not eligible for the step-rating factors.

SECTION 7

DENTAL PROFESSIONAL LIABILITY SPECIALTY CODES AND DESCRIPTIONS

DENTAL SPECIALTY CODES & CLASSIFICATIONS

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~~Class 1~~	~~**NON-INVASIVE OR MINIMALLY INVASIVE PROCEDURES AND SELECT SPECIALTIES – 80211(A)**~~	
	~~**Specialists:**~~	
		~~Endodontist~~
		~~Orthodontist (simple extractions up to 25% of procedures)~~
		~~Public Health Dentist~~
		~~Periodontist (surgical placement of implants up to 25% of procedures)~~
		~~Prosthodontist (surgical placement of implants up to 25% of procedures)~~
		~~Pediatric Dentist~~
		~~Oral Pathologist~~
	~~**General Dentists performing the following procedures:**~~	
		~~Diagnostic~~
		~~Preventive~~
		~~Restorative~~
		~~Non-surgical TMJ treatments – mouth guards and splints~~
		~~Cosmetic whitening, veneers~~
		~~Restorative Implants up to 15% of practice (based on number of procedures)~~
		~~Endodontia – up to 25% of practice (based on number of procedures)~~
		~~Prosthodontia – up to 25% of practice (based on number of procedures)~~
		~~Periodontia – up to 25% of practice (based on number of procedures)~~
		~~Oral surgery – up to 25% of practice (based on number of procedures); simple extractions only, no full bony or partial bony impactions~~
	~~This classification applies to all DDS's or DMD's who are Board Eligible or Certified Specialists in the above areas or are General Practitioners and who use local, nitrous oxide or oral conscious sedation. This classification also applies to all dentists who provide services to patients who have been administered deep sedation or general anesthesia in their office, or in a hospital, or surgi-center by an MD/nurse anesthetist, dentist anesthetist or oral surgeon not in their employ.~~	

~~Class 2~~	~~**DENTAL PROCEDURES LEVEL II & SPECIALIZED AREAS OF PRACTICE/PROCEDURES – 80211(B)**~~
	~~**Applies to all General Dentists:**~~
	~~With 25% or greater percentage of practice (in any one category) in the specialty areas of Prosthodontics and/or Endodontics, surgical Periodontal procedures, Orthodontics or oral surgery (*simple extractions only, no extractions or full or partial bony impacted teeth).*~~

~~Class 3~~	~~**DENTAL PROCEDURES LEVEL III & SPECIALIZED AREAS OF PRACTICE/PROCEDURES – 80211(C)**~~
	~~**Applies to all Specialists (except Oral Surgeons) and General Dentists:**~~
	~~Extractions of full or partial bony impacted teeth~~
	~~**Applies to all General Dentists:**~~
	~~Implant restorations that exceed 15% of the total practice~~
	~~This classification applies to all General Dentists DDS's or DMD's whose practice specializes in providing implants. For classification purposes, all insureds that treat 15% or more of their patients for implants will be rated under this classification.~~

DENTAL SPECIALTY CODES & CLASSIFICATIONS

****

Class 4	ANESTHESIA CLASS – 80211(D)	
	Anesthesia	I.V. Conscious Sedation I.M. Conscious Sedation Sub-cutaneous conscious sedation
	This classification contemplated the insured dentist administering the sedation and performing the dental procedure.	

Class 5	ORAL MAXILLOFACIAL SURGEONS AND DENTIST ANESTHESIOLOGISTS – 80210	
	Anesthesia	In Office includes General Anesthesia
	This classification applies to all Oral Surgeons and Dental Anesthesiologists. This classification would also apply to any DDS or DMD who administer and treat patients under I.V. or I.M. conscious sedation or deep sedation or general anesthesia in their office. Proof of their education and training would need to be secured prior to proceeding.	

DENTISTS - CLASS 1A

80213 Applies to dentists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. **This class does not apply to dentists performing extractions, root canals or other oral surgery or endodontic procedures.** This class does not apply to oral surgeons.

DENTISTS - CLASS 1

80211 Applies to dentists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

80214 Applies to orthodontists and endodontists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

80215 Applies to periodontists who perform dentistry on patients who have been treated with local anesthesia or by inhalation sedation and does not apply to treatment involving any general anesthesia or intravenous or intramuscular agent unless performed in a hospital. This class does not apply to dentists performing the initial placement of dental implants. This class does not apply to oral surgeons.

DENTISTS - CLASS 2

80211(F) Applies to dentists, endodontists and periodontists as defined for Class 1 but, in addition, permits the initial placement of dental implants.

80211(G) Applies to dentists, endodontists and periodontists as defined for Class 1 but, in addition, permits dentistry on patients who have been treated by intravenous or intramuscular sedation in the office, but only if the sedation is administered by a Dental or Medical Anesthesist. If intravenous or intramuscular sedation is performed in a hospital only, Class 1 will apply. This class does not apply to oral surgeons.

DENTISTS - CLASS 3

80209 Applies to dentists as defined for Classes 1 or 2 but, in addition, permits dentistry on patients who have been treated by intravenous or intramuscular sedation in the office, administered by the dentist or a CRNA. If intravenous or intramuscular sedation is performed in a hospital only, Class 1 or 2 will apply, as appropriate. This class does not apply to oral surgeons.

ORAL SURGERY - CLASS 4

80210 Includes all oral surgeons and also applies to dentists as defined in Classes 1A through 3 who additionally perform dentistry on patients who have been treated with general anesthesia in the office.

PARADENTAL EMPLOYEE COVERAGE

Coverage on a shared limits basis is automatically provided for professional employees of the Policyholder or an insured under the policy with no additional charge (e.g., dental assistants, dental hygienists and lab technicians).

While a dental insured's insured paradental employees are automatically covered under the policy, a premium charge for Certified Registered Nurse Anesthetists (CRNAs) will be made as indicated in Section 6, I – Employed Certified Registered Nurse Anesthetist.

SECTION 8

STATE RATES AND EXCEPTIONS - DENTISTS

I. RATES

A. Dental Rating Classes – District of Columbia

The following indicates the specialty classification codes applicable to the rating classes on the following pages:

Rating Classes	Industry Class Codes
~~1~~	1A 80213
1	80211~~(A)~~
	80214
	80215
2	80211~~(B)~~.1
3	~~80211(C)~~80209
~~4~~	~~80211(D)~~
~~5~~	80210

B. Dentists Professional Liability Rates

1. Claims-Made Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
~~1~~1A	727	1,453	2,059	2,252	2,422
~~2~~1	908	1,816	2,573	2,815	3,027
~~3~~2	1,090	2,179	3,087	3,378	3,632
~~4~~3	1,453	2,906	4,117	4,504	4,843
~~5~~4	5,812	11,624	16,467	18,017	19,373

2. Reporting Endorsement Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
~~1~~1A	2,059	3,391	4,117	4,650	5,014
~~2~~1	2,573	4,238	5,146	5,812	6,266
~~3~~2	3,087	5,085	6,174	6,973	7,518
~~4~~3	4,117	6,780	8,233	9,299	10,025
~~5~~4	16,467	27,122	32,934	37,196	40,102

3. Excess Limits Premium Factors

Excess limits premium shall be derived by applying the appropriate factor below to the appropriate primary. Excess limits are only offered above underlying limits of $1 Million.

1. Claims-Made Coverage

EXCESS LIMITS	$1M/$3M Primary
$1M/$1M	0.0480
$1M/$3M	0.0600
$2M/$2M	0.0960
$3M/$3M	0.1450
$4M/$4M	0.1935
$5M/$5M	0.2225

These factors are based upon negotiated reinsurance agreements. Deviation from these factors up to 25% based upon negotiated agreements with reinsurers and/or underwriting judgment may apply.

II. EXCEPTIONS

A. Policy Issuance

1. Item III, Premium Payments, is hereby added to Section 1, Introduction, as follows:

III. PREMIUM PAYMENTS

1. Annual Payment Plan – The premium must be paid in full prior to the inception date of the policy.

2. Semi-Annual Payment Plan – 60% of the premium must be paid prior to the policy inception date and one installment of 40% is due six months after inception.

3. Quarterly Payment Plan – 35% of the premium must be paid prior to the policy inception date, with second and third quarterly payments of 25% each and a final quarterly payment of 15%.

4. Nine Payment Plan – 20% down and eight consecutive monthly installments of 10% each. This plan requires that the policyholder participate in the Electronic Payment Plan in which premiums are automatically deducted from the policyholder's bank account.

No finance charges or fees apply to these payment plans. The option to pay premium on other than the Annual Payment Plan may be withdrawn by the Company if the insured has failed to make premium payments when due.

B. Rules

1. Item VIII, Annual Premium Payment Discount, is hereby added to Section 4, Professional Liability Discounts, as follows:

VIII. ANNUAL PREMIUM PAYMENT DISCOUNT

A discount of 1.0% of the policy premium will be applied if the insured pays the premium in full prior to the inception date of the policy. This discount is not available if the initial policy term is less than six months. If the full premium is not received by the Company by the policy effective date, the discount will be withdrawn, the policy will be rated without the discount and the insured will be billed for the additional premium.

III. STATE REQUIREMENTS

A. Policy Issuance

1. The District of Columbia State Amendatory Endorsement must be attached to the policy at the time of issuance.

B. Rules

SECTION 9

STATE RATES AND EXCEPTIONS – PHYSICIANS AND SURGEONS

I. RATES

A. Rating Classes – District of Columbia

The following indicates the classification codes that are applicable to the rating classes on the following pages:

Rating Class	Industry Class Codes						
1	80102(A)	80231	80235	80249	80254		
	80178	80233	80240	80250	80256(A)		
2	80154(C)	80236	~~80262~~	80265			
	80233(B)	80256(B)	80263	80266			
3	80102(B)	80241	80252(B)	80257	80269	80425	80620
	~~80143(B)~~	80244	80253	80260	80269(B)	80431	80477(A)
	80145(A)	80245	~~80253(B)~~	80260(B)	80283	80473	
	80179	80246	80254(B)	80261	80289	80473(B)	
	80222(A)	~~80249(B)~~	80255	80267	80420	80473(C)	
	80238(B)	80252	80255(B)	80268	80420(B)	80474	
4	80114						
5	80145(B)	80274	80274(C)	80281(E)	80291	80421(B)	
	80222(B)	80280	80277	~~80284(B)~~	80294	~~80423~~	
	~~80269(D)~~	~~80280(D)~~	80281(D)	80284	80421(A)	80477(B)	
6	80151	80269(C)	80281(A)	80286	80293		
	~~80154(D)~~	80278	80282	80287	80424		
7	Not available at this time.						
8	80117(A)	~~80277(B)~~	80288	80421(C)	80475(A)		
	80145(C)	80281(B)	80360	80472	80621		
9	80102(C)	80117(B)	80159	80169			
10	80115	80117(C)	80143	80171			
11	80155	80156	80167	80475(B)			
12	Not available at this time.						
13	80141	80146	80154(A)	80475(C)			
	80144	80150	80154(B)				
14	80153						
15	80152	80475(D)	80476				

B. Physicians and Surgeons Professional Liability Rates

1. Claims-Made Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
1	5,334	9,350	11,566	14,752	16,552
2	5,738	10,373	12,930	16,605	18,683
3	6,750	12,930	16,339	21,240	24,010
4	7,155	13,953	17,703	23,094	26,141
5	7,560	14,975	19,066	24,947	28,271
6	7,965	15,998	20,430	26,801	30,402
7	N/A	N/A	N/A	N/A	N/A
8	11,204	24,180	31,340	41,631	47,448
9	14,443	32,362	42,249	56,462	64,495
10	16,062	36,454	47,704	63,877	73,018
11	18,086	41,567	54,523	73,146	83,672
12	N/A	N/A	N/A	N/A	N/A
13	21,123	49,238	64,750	87,049	99,652
14	30,232	72,251	95,434	128,759	147,595
15	30,434	72,762	96,115	129,686	148,660

2. Reporting Endorsement Rates by Year

Class Code	$1,000,000 / $3,000,000				
	1	2	3	4	5+
1	14,337	21,686	26,620	28,362	28,362
2	16,127	24,607	30,299	32,310	32,310
3	20,601	31,908	39,499	42,179	42,197
4	22,391	34,829	43,178	46,126	46,126
5	24,181	37,750	46,858	50,074	50,074
6	25,971	40,670	50,538	54,022	54,022
7	N/A	N/A	N/A	N/A	N/A
8	40,291	64,036	79,975	85,603	85,603
9	54,610	87,401	109,412	117,184	117,184
10	61,770	99,083	124,131	132,975	132,975
11	70,720	113,687	142,529	152,713	152,713
12	N/A	N/A	N/A	N/A	N/A
13	84,145	135,591	170,127	182,321	182,321
14	124,418	201,306	252,919	271,143	271,143
15	125,313	202,766	254,759	273,117	273,117

C. Excess Limits Premium Factors

Excess limits premium shall be derived by applying the appropriate factor below to the appropriate primary rate.

1. Claims Made Policies

Factors for limits above:

	$1M/$3M Primary	
EXCESS LIMITS	Classes 1 – 7	Classes 8 - 15
$1M/$1M	0.2667	0.3300
$1M/$3M	0.3400	0.4100
$2M/$2M	0.4533	0.5667
$3M/$3M	0.5387	0.7075
$4M/$4M	0.6000	0.7597

These factors are based upon negotiated reinsurance agreements. Deviation from these factors up to 25% based upon negotiated agreements with reinsurers and/or underwriting judgment may apply.

* Physicians are classes 1-7, and Surgeons are classes 8-15.

D. Group Shared Excess Factors

Excess Limits may be shared by a group with issuance of a Group Shared Excess Policy.

Number of Physicians	Shared Excess Factor	Number of Physicians	Shared Excess Factor
1	N/A	24	.6945
2	N/A	25	.6870
3	N/A	26	.6795
4	.8957	27	.6721
5	.8808	28	.6649
6	.8670	29	.6578
7	.8541	30	.6508
8	.8420	31	.6438
9	.8304	32	.6370
10	.8106	33	.6302
11	.8087	34	.6250
12	.7984	35	.6250
13	.7886	36	.6250
14	.7789	37	.6250
15	.7696	38	.6250
16	.7605	39	.6250
17	.7516	40	.6250
18	.7430	41	.6250
19	.7345	42	.6250
20	.7262	43	.6250
21	.7181	44	.6250
22	.7101	45 or more	.6250
23	.7022		

Group Shared Excess premium shall be derived by applying the appropriate Group Shared Excess Factor above to the sum of the individual excess premiums of all group members. The following illustrates the necessary steps involved.

Group Z	$1M/$3M Individual Primary Limit Premium	$1M Excess Factor	Individual Excess Premium
Dr. A	$2,000	.1813	$ 363
Dr. B	$2,000	.1813	$ 363
Dr. C	$2,000	.1813	$ 363
Dr. D	$2,000	.1813	$ 363
Dr. E	$2,000	.1813	$ 363
Total Premium for Individual Excess			$1,815

After totaling the amount for the group to purchase $1M excess individually, a Group Shared Excess Factor, as identified by the referenced table for the number of physicians in the group, is multiplied by the sum of the individual limits as determined above to determine the Group Shared Excess Premium.

Example:

Group Z Excess Premium	$1,815
Shared Excess Factor	.8808
Group Shared Excess Factor	1,599

Deviation from table factors may occur up to 33% based upon the loss history of the group, underwriting discretion and rates as negotiated with reinsurers.

E. Replacement Coverage Factors for Insurance of Unreported Claims on Previously-Issued Reporting Endorsements or Occurrence Coverage

The basic limit for medical event provided by this coverage is $1 million. The basic policy aggregate limit provided by this coverage is $3 million for all insureds. Apply the appropriate factor from the tables below to the insured's mature rate for 1M/3M limits. If higher limits are desired, refer to company.

1. Factors for Indefinite Reporting Endorsement

a) All Specialties other than OB/GYN, Pediatrics or Anesthesiology

Prior Occurrence Coverage Expiration Date or Prior Tail Issue Date	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.840	1.380	1.680	1.860	1.980	2.040
1+ to 2 yrs. ago	0.540	0.840	1.020	1.140	1.200	1.200
2+ to 3 yrs. ago	0.300	0.480	0.600	0.660	0.660	0.660
3+ to 4 yrs. ago	0.180	0.300	0.360	0.360	0.360	0.360
4+ to 5 yrs. ago	0.120	0.180	0.180	0.180	0.180	0.180
5+ to 6 yrs. ago	0.060	0.060	0.060	0.060	0.060	0.060
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

b) Anesthesiologist Specialty

Prior Occurrence Coverage Expiration Date or Prior Tail Issue Date	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.600	0.900	1.080	1.140	1.164	1.176
1+ to 2 yrs. ago	0.300	0.480	0.540	0.564	0.576	0.576
2+ to 3 yrs. ago	0.180	0.240	0.264	0.276	0.276	0.276
3+ to 4 yrs. ago	0.060	0.084	0.096	0.096	0.096	0.096
4+ to 5 yrs. ago	0.024	0.036	0.036	0.036	0.036	0.036
5+ to 6 yrs. ago	0.012	0.012	0.012	0.012	0.012	0.012
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

c) OB/GYN and Pediatric Specialties

Prior Occurrence Coverage Expiration Date or Prior Tail Issue Date	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Up to 1 yr. ago	0.720	1.260	1.620	1.800	1.920	2.016
1+ to 2 yrs. ago	0.540	0.900	1.080	1.200	1.296	1.368
2+ to 3 yrs. ago	0.360	0.540	0.660	0.756	0.828	0.876
3+ to 4 yrs. ago	0.180	0.300	0.396	0.468	0.516	0.552
4+ to 5 yrs. ago	0.120	0.216	0.288	0.336	0.372	0.396
5+ to 6 yrs. ago	0.096	0.168	0.216	0.252	0.276	0.288
6+ to 7 yrs. ago	0.072	0.120	0.156	0.180	0.192	0.192
7+ to 8 yrs. ago	0.048	0.084	0.108	0.120	0.120	0.120
8+ to 9 yrs. ago	0.036	0.060	0.072	0.072	0.072	0.072
9+ to 10 yrs. ago	0.024	0.036	0.036	0.036	0.036	0.036
10+ to 11 yrs. ago	0.012	0.012	0.012	0.012	0.012	0.012
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

	7th Year	8th Year	9th Year	10th Year	11th Year+
Up to 1 yr. ago	2.088	2.136	2.172	2.196	2.208
1+ to 2 yrs. ago	1.416	1.452	1.476	1.488	1.488
2+ to 3 yrs. ago	0.912	0.936	0.948	0.948	0.948
3+ to 4 yrs. ago	0.576	0.588	0.588	0.588	0.588
4+ to 5 yrs. ago	0.408	0.408	0.408	0.408	0.408
5+ to 6 yrs. ago	0.288	0.288	0.288	0.288	0.288
6+ to 7 yrs. ago	0.192	0.192	0.192	0.192	0.192
7+ to 8 yrs. ago	0.120	0.120	0.120	0.120	0.120
8+ to 9 yrs. ago	0.072	0.072	0.072	0.072	0.072
9+ to 10 yrs. ago	0.036	0.036	0.036	0.036	0.036
10+ to 11 yrs. ago	0.012	0.012	0.012	0.012	0.012
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

2. Factors for Annually Renewed Prior Replacement Coverage

This option is intended to allow the policyholder the choice of a shorter reporting period at a lesser premium than charged for the indefinite period and an effectively longer payment plan than otherwise offered. It is not intended to allow the Company the option to refuse to extend the reporting period at any given year. If the insured elects to renew a sufficient number of times (seven for OB/GYN and Pediatrics and four for all other specialties), this coverage will convert from an annually renewing reporting period to an indefinite reporting period.

a) All Specialties other than OB/GYN, Pediatrics or Anesthesiology

Occurrence Coverage End Date or	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
Tail Issue Date	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.275	0.495	0.605	0.660	0.715	0.770
1+ to 2 yrs. ago	0.220	0.330	0.385	0.440	0.495	0.495
2+ to 3 yrs. ago	0.110	0.165	0.220	0.275	0.275	0.275
3+ to 4 yrs. ago	0.055	0.110	0.165	0.165	0.165	0.165
4+ to 5 yrs. ago	0.055	0.110	0.110	0.110	0.110	0.110
5+ to 6 yrs. ago	0.055	0.055	0.055	0.055	0.055	0.055
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

b) Anesthesiologist Specialty

Occurrence Coverage End Date or	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
Tail Issue Date	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year+
Up to 1 yr. ago	0.275	0.385	0.495	0.528	0.539	0.550
1+ to 2 yrs. ago	0.110	0.220	0.253	0.264	0.275	0.275
2+ to 3 yrs. ago	0.110	0.143	0.154	0.165	0.165	0.165
3+ to 4 yrs. ago	0.033	0.044	0.055	0.055	0.055	0.055
4+ to 5 yrs. ago	0.011	0.022	0.022	0.022	0.022	0.022
5+ to 6 yrs. ago	0.011	0.011	0.011	0.011	0.011	0.011
More than 6 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

c) OB/GYN and Pediatric Specialties

Occurrence Coverage End Date or Tail Issue Date	C-M Maturity or Years of Occurrence Coverage Year at Time of Prior Tail Issuance					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Up to 1 yr. ago	0.165	0.330	0.495	0.550	0.572	0.594
1+ to 2 yrs. ago	0.165	0.330	0.385	0.407	0.429	0.451
2+ to 3 yrs. ago	0.165	0.220	0.242	0.264	0.286	0.297
3+ to 4 yrs. ago	0.055	0.077	0.099	0.121	0.132	0.143
4+ to 5 yrs. ago	0.022	0.044	0.066	0.077	0.088	0.099
5+ to 6 yrs. ago	0.022	0.044	0.055	0.066	0.077	0.088
6+ to 7 yrs. ago	0.022	0.033	0.044	0.055	0.066	0.066
7+ to 8 yrs. ago	0.011	0.022	0.033	0.044	0.044	0.044
8+ to 9 yrs. ago	0.011	0.022	0.033	0.033	0.033	0.033
9+ to 10 yrs. ago	0.011	0.022	0.022	0.022	0.022	0.022
10+ to 11 yrs. ago	0.011	0.011	0.011	0.011	0.011	0.011
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000	0.000

	7th Year	8th Year	9th Year	10th Year	11th Year+
Up to 1 yr. ago	0.616	0.627	0.638	0.649	0.660
1+ to 2 yrs. ago	0.462	0.473	0.484	0.495	0.495
2+ to 3 yrs. ago	0.308	0.319	0.330	0.330	0.330
3+ to 4 yrs. ago	0.154	0.165	0.165	0.165	0.165
4+ to 5 yrs. ago	0.110	0.110	0.110	0.110	0.110
5+ to 6 yrs. ago	0.088	0.088	0.088	0.088	0.088
6+ to 7 yrs. ago	0.066	0.066	0.066	0.066	0.066
7+ to 8 yrs. ago	0.044	0.044	0.044	0.044	0.044
8+ to 9 yrs. ago	0.033	0.033	0.033	0.033	0.033
9+ to 10 yrs. ago	0.022	0.022	0.022	0.022	0.022
10+ to 11 yrs. ago	0.011	0.011	0.011	0.011	0.011
More than 11 yrs. ago	0.000	0.000	0.000	0.000	0.000

Minimum factor to apply: .07.

3. Group Discount Factor

After calculating each insured's preliminary rate for the Replacement Coverage, apply the factor from the table below which corresponds to the number of insureds in the group for whom the coverage is purchased.

# of Physicians	Discount Factor
1	1.000
2-3	0.970
4-6	0.950
7-10	0.925
11-20	0.900
Over 20	0.850

II. STATE EXCEPTIONS

1. For insureds NOT members of a PURCHASING GROUP

A. Policy Issuance

1. Item III, Premium Payments, is hereby added to Section 1, Introduction, as follows:

III. PREMIUM PAYMENTS

1. Annual Payment Plan – The premium must be paid in full prior to the inception date of the policy.

2. Semi-Annual Payment Plan – 60% of the premium must be paid prior to the policy inception date and one installment of 40% is due six months after inception.

3. Quarterly Payment Plan – 35% of the premium must be paid prior to the policy inception date, with second and third quarterly payments of 25% each and a final quarterly payment of 15%.

4. Nine Payment Plan – 20% down and eight consecutive monthly installments of 10% each. This plan requires that the policyholder participate in the Electronic Payment Plan in which premiums are automatically deducted from the policyholder's bank account.

No finance charges or fees apply to these payment plans. The option to pay premium on other than the Annual Payment Plan may be withdrawn by the Company if the insured has failed to make premium payments when due.

B. Rules

1. Section 2, Physicians & Surgeons Specialty Classifications & Codes, is amended as follows:

	Industry Class Code		
Specialties	**No Surgery**	**Minor Surgery**	**Major Surgery**
Cardio-Thoracic Surgery			80141
General Practice	80420(B)	~~80423~~	
~~General Surgery Consultation~~	~~80143(B)~~		
~~Gynecology~~		~~80277(B)~~	
Hematology/Oncology	80473(B)		
Infectious Disease	80246		
~~Internal Medicine~~		~~80284(B)~~	
Internal Medicine – Allergy	80254(B)		
Internal Medicine-Cardiology		80281(D)	
Internal Medicine-Cardiovascular Disease	80255(B)	80281(E)	
Internal Medicine-Endocrin	80238(B)		
Internal Medicine-Gastroenterology		80274(C)	
Internal Medicine-Nephrology	80260(B)		
Internal Medicine-Oncology	80473(C)		

Specialties	Industry Class Code No Surgery	Minor Surgery	Major Surgery
Internal Medicine-Pulmonary Disease	80269(B)	80269(C) ~~80269(D)~~	
Internal Medicine-Rheumatology	80252(B)		
~~Nuclear Medicine~~	~~80262~~		
Occupational Medicine – direct patient care	80233(B)		
Orthopedic - Office	80154(C)	~~80154(D)~~	
~~Psychiatry – direct patient care~~	~~80249(B)~~		
Psychoanalysis	80250		
~~Radiology~~	~~80253(B)~~		~~80280(D)~~

2. Section 3, Classifications and/or Rating Modifications and Procedures, is amended by replacing Item IV, Part-Time and Semi-Retired Physicians, with the following:

IV. PART-TIME AND SEMI-RETIRED PHYSICIANS

A credit is available for the Insured who practices thirty (30) hours or less per week. These hours include any direct patient care, and all other activities otherwise covered by the policy. The Insured is eligible to receive a 50 percent credit for practicing more than ten (10) but a maximum of twenty (20) hours per week, or a 20 percent credit for practicing more than 20 hours per week, but no more than 30 hours per week. Surgeons practicing less than 20 years, and less than 20 hours per week, are limited to a credit of 25%. This credit shall not be applied concurrently with the new doctor credit.

3. Section 4, Professional Liability Discounts, is amended by replacing Item V, Scheduled Rating Program, with the following:

V. SCHEDULED CREDITS AND DEBITS

The maximum credit will be 40%; the maximum debit will be 200%.

4. Section 4, Professional Liability Discounts, is amended by adding the following:

VIII. BLENDING CREDIT

A blending credit is available for those accounts that are rated in one territory, but have a percentage of their practice in another (one or more) territory. This credit is intended to bring the premium in line with the exposure per territory. It is not intended to reduce the premium below that of which they would pay in the outside territory. The Named Insured must provide a complete distribution of their practice. This distribution may include percentages for office and hospital practice along with a further breakdown into territory for each facet. This information must be completed in order to provide an accurate credit.

5. Item IX, Annual Premium Payment Discount, is hereby added to Section 4, Professional Liability Discounts, as follows:

IX. ANNUAL PREMIUM PAYMENT DISCOUNT

A discount of 1.0% of the policy premium will be applied if the insured pays the premium in full prior to the inception date of the policy. This discount is not available if the initial policy term is less than six months. If the full premium is not received by the Company by the policy effective date, the discount will be withdrawn, the policy will be rated without the discount and the insured will be billed for the additional premium.

~~6. Item V of Section 5, Additional Practice Charges, is replaced as follows:~~

~~**V. PRACTICEGARD**~~

~~The Company offers PracticeGuard Defense Coverage to insured physicians. No charge is made for form PRA-HCP-080-01-06, PracticeGuard Defense Endorsement.~~

2. For insureds who ARE members of the PROASSURNCE-SIBLEY PHYSICIANS PURCHASING GROUP PROGRAM

Eligibility

An insured may qualify for the ProAssurance-Sibley Physicians Purchasing Group Program if he has met or exceeded the expectations of ProAssurance National Capital's standard underwriting guidelines. To qualify, the applicant must also:

a. be in good standing with the medical staff and actively practice at Sibley Hospital;
b. have no restriction on his/her medical license;
c. timely complete all medical records in accordance with medical staff by-laws;
d. be Board Certified within his/her practicing specialty (or in process) and maintain continuing medical education credits;
e. comply with CMS core measures;
f. comply with hospital and Joint Commission Patient Safety goals; and
g. participate in joint risk management/loss prevention/quality improvement programs and activities developed by ProAssurance National Capital and Sibley hospital, including utilization of protocols and completion of courses, meetings or study material as specified by such programs.

A. Policy Issuance:

PROASSURANCE-SIBLEY PURCHASING GROUP CREDIT

Insureds who meet the criteria to participate in the ProAssurance-Sibley Physicians Purchasing Group program are preferred risks due to the selection criteria. In recognition of this reduction of risk, all participants are eligible for a 15% credit to the base rate.

III. STATE REQUIREMENTS

A. Policy Issuance

1. ~~1~~If the policy is written through a purchasing group, the following notice will be shown on the coverage summary or cover page of the policy in at least 10 point type (12 point type shown):

   This policy is issued through [Name of Purchasing Group].

2. The District of Columbia State Amendatory Endorsement must be attached to the policy at the time of issuance.

B. Rules