

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

### Filing at a Glance

Company: Beazley Insurance Company, Inc.  
 Product Name: Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
 State: Illinois  
 TOI: 11.2 Med Mal-Claims Made Only  
 Sub-TOI: 11.2000 Med Mal Sub-TOI Combinations  
 Filing Type: Rate/Rule  
 Date Submitted: 11/17/2011  
 SERFF Tr Num: BEAZ-127371281  
 SERFF Status: Closed-Filed  
 State Tr Num: BEAZ-127371281  
 State Status:  
 Co Tr Num: BICI0176-IL(R)  
 Effective Date: 12/05/2012  
 Requested (New):  
 Effective Date: 12/05/2012  
 Requested (Renewal):  
 Author(s): Nancy Wilson, Evelyn Perran, Camily Arjona, Ashley Drosdeck, Stephen Fisher  
 Reviewer(s): Gayle Neuman (primary), Neetha Mamoottile, Caryn Carmean  
 Disposition Date: 12/05/2012  
 Disposition Status: Filed  
 Effective Date (New): 12/05/2012  
 Effective Date (Renewal):  
 State Filing Description:

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
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**Project Name/Number:** /BICI0176-IL(R)

## General Information

Project Name: Status of Filing in Domicile: Pending  
Project Number: BICI0176-IL(R) Domicile Status Comments: Currently under review with Department.  
Reference Organization: n/a Reference Number: n/a  
Reference Title: n/a Advisory Org. Circular: n/a  
Filing Status Changed: 12/05/2012  
State Status Changed: Deemer Date:  
Created By: Nancy Wilson Submitted By: Evelyn Perran  
Corresponding Filing Tracking Number:

### Filing Description:

Dear Director McRaith:

In accordance with the laws of your state, Beazley Insurance Company, Inc. is submitting this Rate filing to introduce our new Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance Program.

Our Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance Policy will be marketed to specific classes of business exclusive of individual practitioners. The policy will provide coverage resulting from negligent acts, errors, omissions or accidents which take place anywhere in the world. The policy was designed to pay insured damages and claims expenses that the Insured is legally obligated to pay due to the rendering or failing to render professional services for others. This new policy was further expanded by incorporating some incidental General Liability/Products Liability coverage. Coverage is provided to pay damages and claims expenses which the Insured shall become legally obligated to pay or assumed under contract subject to the terms of this policy.

The Rating Plan pages BIC-MMP-RM-CW 1-16 containing an October 2011 edition date will support the rating of these coverages and are included in this filing package for your review.

A companion Form filing has been submitted to your department under our Filing Number BICI0176-IL (F).

The following documents summarize the items that are attached to this filing:

- Required State Forms (if applicable);
- Explanatory Memorandum and supporting exhibits;
- Rating Plan pages BIC-MMP-RM-CW 1-16.

We are implementing this filing in accordance with your state's "file and use" laws on November 18, 2011. Kindly contact me with any comments/questions or with documentation of the Department's approval of this filing.

## Company and Contact

### Filing Contact Information

Evelyn Perran, Compliance Filing Analyst evelyn.perran@beazley.com  
30 Batterson Park Road 860-677-3755 [Phone]  
Farmington, CT 06032 860-679-0247 [FAX]

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
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**Filing Company Information**

Beazley Insurance Company, Inc.	CoCode: 37540	State of Domicile: Connecticut
30 Batterson Park Road	Group Code:	Company Type: Property and
Farmington, CT 06032	Group Name: N/A	Casualty
(860) 677-3700 ext. [Phone]	FEIN Number: 04-2656602	State ID Number:

**Filing Fees**

Fee Required? No  
 Retaliatory? No

Fee Explanation:

**State Specific**

Refer to our checklists prior to submitting filing ([http://www.idfpr.com/DOI/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)): Acknowledged

Refer to our updated (04/06/2007) SERFF General Instructions prior to submitting filing. They have been updated to clarify what rates and rules are required to be filed as well as what rates and rules are not required to be filed. Also, the "Product Name" is the Filing Title and not the Project Number.: Acknowledged

NO RATES and/or RULES ARE REQUIRED TO BE FILED FOR LINES OF COVERAGE SUCH AS COMMERCIAL AUTO (except taxicabs), BURGLARY AND THEFT, GLASS, FIDELITY, SURETY, COMMERCIAL GENERAL LIABILITY, CROP HAIL, COMMERCIAL PROPERTY, DIRECTORS AND OFFICERS, ERRORS AND OMISSIONS, COMMERCIAL MULTI PERIL just to mention a few. However, a Summary Sheet (RF-3) is required to be filed. Please refer to the State Specific Field below for what rates/rules are required to be filed and to our checklists for specific statutes, regulations, etc. :

[http://www.idfpr.com/DOI/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm): Acknowledged

Medical Malpractice rates/rules may only be submitted in paper.: Acknowledged

The only rates and/or rules that are required to be filed are Homeowners, Mobile Homeowners, Dwelling Fire and Allied Lines, Workers' Compensation, Liquor Liability, Private Passenger Automobiles, Taxicabs, Motorcycles and Group Inland Marine Insurance which only applies to insurance involving personal property owned by, being purchased by or pledged as collateral by individuals, and not used in any business, trade or profession per Regulation Part 2302 which says in part, "each company shall file with the Director of Insurance each rate, rule and minimum premium before it is used in the State of Illinois.": Acknowledged

When selecting a form filing type for a multiple form filing, use the dominant type from these choices: APP - application; CER - certificate; COF - coverage form; DPS - declaration page; END - endorsement; POJ - policy jacket; ORG - Companies adopting an Advisory or Rating Organization's filing. Example: If you are submitting a policy as well as endorsements, a declaration page and an application, you would select "POL" for policy.: Acknowledged

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

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**Project Name/Number:** /BICI0176-IL(R)

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	12/05/2012	12/05/2012

## Objection Letters and Response Letters

### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Neetha Mamoottile	11/07/2012	11/07/2012
Pending Industry Response	Gayle Neuman	10/16/2012	10/16/2012
Pending Industry Response	Gayle Neuman	10/09/2012	10/09/2012
Pending Industry Response	Gayle Neuman	10/04/2012	10/04/2012
Pending Industry Response	Gayle Neuman	08/29/2012	08/29/2012
Pending Industry Response	Gayle Neuman	05/17/2012	05/17/2012
Pending Industry Response	Gayle Neuman	05/07/2012	05/07/2012

### Response Letters

Responded By	Created On	Date Submitted
Evelyn Perran	11/14/2012	11/14/2012
Evelyn Perran	10/17/2012	10/17/2012
Evelyn Perran	10/16/2012	10/16/2012
Evelyn Perran	10/04/2012	10/04/2012
Stephen Fisher	09/07/2012	09/07/2012
Evelyn Perran	05/24/2012	05/24/2012
Evelyn Perran	05/17/2012	05/17/2012

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## Objection Letters and Response Letters

### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	03/19/2012	03/19/2012
Pending Industry Response	Gayle Neuman	03/05/2012	03/05/2012
Pending Industry Response	Gayle Neuman	03/05/2012	03/05/2012
Pending Industry Response	Gayle Neuman	02/28/2012	02/28/2012
Pending Industry Response	Gayle Neuman	02/06/2012	02/06/2012
Pending Industry Response	Gayle Neuman	01/13/2012	01/13/2012

### Response Letters

Responded By	Created On	Date Submitted
Evelyn Perran	04/03/2012	04/03/2012
Evelyn Perran	03/07/2012	03/07/2012
Evelyn Perran	03/05/2012	03/05/2012
Evelyn Perran	03/02/2012	03/02/2012
Evelyn Perran	02/17/2012	02/17/2012
Evelyn Perran	01/27/2012	01/27/2012

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Effective Date	Note To Reviewer	Evelyn Perran	12/05/2012	12/05/2012
effective date	Note To Filer	Gayle Neuman	12/05/2012	12/05/2012
Status inquiry	Note To Reviewer	Evelyn Perran	06/29/2012	06/29/2012
extension	Note To Filer	Gayle Neuman	05/10/2012	05/10/2012
Request for extension	Note To Reviewer	Evelyn Perran	05/10/2012	05/10/2012

**SERFF Tracking #:**

BEAZ-127371281

**State Tracking #:**

BEAZ-127371281

**Company Tracking #:**

BICI0176-IL(R)

**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

## Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
combined limits	Note To Filer	Gayle Neuman	03/29/2012	03/29/2012
extension	Note To Filer	Gayle Neuman	03/26/2012	03/26/2012
extension	Note To Filer	Gayle Neuman	03/26/2012	03/26/2012
Extension to reply	Note To Reviewer	Evelyn Perran	03/23/2012	03/23/2012
Actuarial Review Complete	Reviewer Note	Caryn Carmean	11/30/2012	

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

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## Disposition

Disposition Date: 12/05/2012

Effective Date (New): 12/05/2012

Effective Date (Renewal):

Status: Filed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Form RF3 - (Summary Sheet)		Yes
Supporting Document	Certification		Yes
Supporting Document	Manual		Yes
Supporting Document	Explanatory Memorandum - C/W		Yes
Supporting Document	ROE - CW		No
Supporting Document (revised)	Revised Illinois Amendatory Endorsement		Yes
Supporting Document	Revised Illinois Amendatory Endorsement		Yes
Supporting Document	Mandatory "twin towers" endorsement		Yes
Supporting Document	E-mail - IL receipt of Officer Biographical Affidavit		Yes
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Countrywide Rating Plan		Yes
Rate (revised)	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes

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**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

Schedule	Schedule Item	Schedule Item Status	Public Access
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes
Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page		Yes

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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	11/07/2012
Submitted Date	11/07/2012
Respond By Date	11/14/2012

Dear Evelyn Perran,

### Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

### Objection 1

- Certification (Supporting Document)

Comments: Ms. Christine Oldridge, has signed the certification accompanying the subject filing as an authorized officer of the company. However, we have yet to find evidence that Ms. Oldridge is an authorized officer for Beazley Insurance Company. Upon search of our records, we find no biographical affidavit has been filed with the Department for Ms. Oldridge. This issue needs to be addressed per the instructions outlined below.

According to Section 155.18 of Illinois Insurance Code (215 ILCS 5/155.18), medical malpractice rate filings shall be certified in such filing by an officer of the company and a qualified actuary that the companys rates are based on sound actuarial principles and are not inconsistent with the companys experience.

Pursuant to Section 155.04(2) of the Illinois Insurance Code (215 ILCS 5/155.04(2)), all companies licensed to transact insurance business in Illinois must notify the Director within 30 days of the appointment or election of any new officers or directors. Section 915.40 of the Illinois Administrative Code (50 Ill. Adm. Code 915.40) further stipulates biographical affidavits of newly elected or appointed officers must be filed within 30 days after the persons election or appointment.

The subject filing is considered incomplete until an authorized officer certifies the rate filing or until proper biographical affidavit documentation is filed for Ms. Oldridge.

We expect to receive a response no later than November 14, 2012.

### Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.asp](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp)

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Neetha Mamoottile

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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/16/2012
Submitted Date	10/16/2012
Respond By Date	10/23/2012

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Dear Evelyn Perran,

**Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

You only included 2 tiers of counties - the other tiers and counties were left out. Please correct before resubmitting.

**Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

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Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/09/2012
Submitted Date	10/09/2012
Respond By Date	10/16/2012

Dear Evelyn Perran,

### **Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

I don't see where the counties are listed in the rate/rule manual - what page is this information on? Is "Kenakee" suppose to be Kankakee?

### **Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

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Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
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**Project Name/Number:** /BICI0176-IL(R)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/04/2012
Submitted Date	10/04/2012
Respond By Date	10/11/2012

Dear Evelyn Perran,

**Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

Please indicate where the counties in each tier are listed.

**Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

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Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

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**Project Name/Number:** /BICI0176-IL(R)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/29/2012
Submitted Date	08/29/2012
Respond By Date	09/12/2012

Dear Evelyn Perran,

### **Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

1. We are requiring a change to the Illinois State Exception Pages which declares the policy will not be written with combined limits. Issuance/availability of the twin tower endorsement does not address this issue.
2. Please define the credit or debit associated with each territory of operation listed on the scheduled rating plan.
3. Pursuant to 215 ILCS 5/143 (2), defense costs must be paid as supplement to the limits of liability.

### **Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

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Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	05/17/2012
Submitted Date	05/17/2012
Respond By Date	05/24/2012

Dear Evelyn Perran,

### **Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

We are requesting a change to the Illinois State Exception Pages which declares the policy will not be written with combined limits. Issuance/availability of the twin tower endorsement does not address this issue.

As indicated in Company Bulletin 2011-05, scheduled rating plans are intended to reflect only factors that are not defined by manual rating or experience rating plans. No other insurer writing medical malpractice in Illinois burries their territory factors in their schedule rating plan. In doing so, you are using up the maximum +/-25% limit available for all schedule rating issues.

Did you respond to the defense costs issue?

### **Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

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Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	05/07/2012
Submitted Date	05/07/2012
Respond By Date	05/15/2012

Dear Evelyn Perran,

### **Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

There is no reference to changes to Part II, Step 2 on the exception page - indicating there are not combined limits.

Territory of Operations is a category under Step 11 Schedule Rating Modification. The territory in which operations are performed would not be considered unusual circumstances. What procedures are in place to ensure all insureds get the same credit or debit percentage that operate in the same territory. What are your territory definitions? Please advise.

Pursuant to 215 ILCS 5/143 (2), defense costs must be paid as a supplement to the limits of liability.

### **Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

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Sincerely,

Gayle Neuman

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**Project Name/Number:** /BICI0176-IL(R)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/19/2012
Submitted Date	03/19/2012
Respond By Date	03/26/2012

Dear Evelyn Perran,

### **Introduction:**

*This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:*

*215 ILCS 5/143 (2). General Liability coverage, such as the coverage provided in this instance, must have separate limits that do not reduce the limits of the liability coverage. It was never the intention of the professional liability coverage to provide general liability coverage. Any forms that contain provisions to the contrary are deemed to contain exceptions and conditions that unreasonably or deceptively affect the risks that are purported to be assumed by the policy, in violation of Section 143(2) and will be disapproved accordingly.*

### **Conclusion:**

*Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>*

*Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:*

*[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)*

*Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.*

*Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.*

*215 ILCS 5/143 (2). Professional Liability coverage, such as the coverage provided by this endorsement, must have separate limits that do not reduce the limits of the liability coverage. It was never the intention of the liability coverage to provide professional liability coverage. Any forms that contain provisions to the contrary are deemed to contain exceptions and conditions that unreasonably or deceptively affect the risks that are purported to be assumed by the policy, in violation of Section 143(2) and will be disapproved accordingly.*

Sincerely,

Gayle Neuman

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/05/2012
Submitted Date	03/05/2012
Respond By Date	03/08/2012

Dear Evelyn Perran,

### **Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

As stated in the second objection letter, you will need to include wording indicating that each coverage cannot deplete the limit of the other coverage. Therefore, if general liability is NOT deleted, the company is to provide \$1M/\$3M for professional liability AND \$1M/\$3M for general liability.

### **Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/05/2012
Submitted Date	03/05/2012
Respond By Date	03/12/2012

Dear Evelyn Perran,

### **Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

On page BIC-MMP-RM-CW-4, it indicates the rates are for a basic limit of \$1M/\$3M Combined Professional and General Liability. You indicated limits for both coverages (professional liability and general liability) always match - although an insured can delete the general liability coverage. Therefore, are the rates (starting on page BIC-MMP-RM-CW-4) actually for \$500,000/\$1.5M limits of professional liability?

### **Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	02/28/2012
Submitted Date	02/28/2012
Respond By Date	03/06/2012

Dear Evelyn Perran,

### Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

On page BIC-MMP-RM-CW-1, the chart under Section E should indicate it is referring to limits x 1000.

On page BIC-MMP-RM-CW-3, an individual risk policy does not have broader coverage unless by the issuance of endorsements, however any policy can have endorsements. Additionally, consent-to-rate is not allowed in Illinois.

On page BIC-MMP-RM-CW-4, a company can file a limit that is lower for one coverage than the other, however you need to provide wording indicating that each coverage cannot deplete the limit of the other coverage.

On page BIC-MMP-RM-IL-1, under Section H, when you indicated policy "inception" I believe you meant policy "issuance" instead. Please correct.

### Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	02/06/2012
Submitted Date	02/06/2012
Respond By Date	02/20/2012

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Dear Evelyn Perran,

**Introduction:**

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

Pursuant to our previous discussions, I have consulted with other analysts about the extended reporting period requirements. You can have separate extended reporting period requirements for the medical liability and the general liability.

**Conclusion:**

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

**State:** Illinois  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

**Filing Company:** Beazley Insurance Company, Inc.

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	01/13/2012
Submitted Date	01/13/2012
Respond By Date	01/27/2012

Dear Evelyn Perran,

### Introduction:

This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:

1. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?
2. Please confirm that Beazley Insurance Company does not write occurrence coverage.
3. The extended reporting period (tail) coverage premium must be priced as a factor of one of the following: (1) the last twelve months premium; (2) the premium in effect at policy issuance; or (3) the expiring annual premium. The manual must list the factor to be used to figure the premium.
4. When general liability coverage is written, the insured is to get a free 60 day period after the end of the policy to request the e.r.p., and the insured must be offered (a) a free 5 year tail and (b) an unlimited tail with limits reinstated (100% of aggregate expiring limits for the duration) and premium capped (e.r.p. is limited to a 200% cap of the annual premium of the expiring policy).
5. Please confirm that territory factors are not utilized.
6. In Illinois, an individual risk filing to th Illinois Department of Insurance is required.
7. Pursuant to Company Bulletin 2011-05, schedule rating maximums are +/- 25%.

### Conclusion:

Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>

Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:

[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)

Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.

Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.

Sincerely,

Gayle Neuman

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

---

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

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Response Letter Status	Submitted to State
Response Letter Date	11/14/2012
Submitted Date	11/14/2012

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Dear Gayle Neuman,

**Introduction:**

Ms. Mamoottile/Ms. Neuman,

In response to your objection, please accept the below reply:

**Response 1**

**Comments:**

Under the Supporting Document tab I have attached our e-mailed receipt of the Officer Biographical Affidavit for Ms. Oldridge from Ms. Amy Trader at the Illinois Department of Insurance.

**Related Objection 1**

Applies To:

- Certification (Supporting Document)

Comments: Ms. Christine Oldridge, has signed the certification accompanying the subject filing as an authorized officer of the company. However, we have yet to find evidence that Ms. Oldridge is an authorized officer for Beazley Insurance Company. Upon search of our records, we find no biographical affidavit has been filed with the Department for Ms. Oldridge. This issue needs to be addressed per the instructions outlined below.

According to Section 155.18 of Illinois Insurance Code (215 ILCS 5/155.18), medical malpractice rate filings shall be certified in such filing by an officer of the company and a qualified actuary that the companys rates are based on sound actuarial principles and are not inconsistent with the companys experience.

Pursuant to Section 155.04(2) of the Illinois Insurance Code (215 ILCS 5/155.04(2)), all companies licensed to transact insurance business in Illinois must notify the Director within 30 days of the appointment or election of any new officers or directors. Section 915.40 of the Illinois Administrative Code (50 Ill. Adm. Code 915.40) further stipulates biographical affidavits of newly elected or appointed officers must be filed within 30 days after the persons election or appointment.

The subject filing is considered incomplete until an authorized officer certifies the rate filing or until proper biographical affidavit documentation is filed for Ms. Oldridge.

We expect to receive a response no later than November 14, 2012.

**Changed Items:**

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

### Supporting Document Schedule Item Changes

Satisfied - Item:

E-mail - IL receipt of Officer Biographical Affidavit

Comments:

Attachment(s):

IL e-mail - Officer Biographical Affidavit.pdf

*No Form Schedule items changed.*

*No Rate/Rule Schedule items changed.*

#### **Conclusion:**

*Thank you for your continued review of this filing. I trust that with this matter settled and the fact that this filing has been under review by the Department for several days shy of a calendar year that an approval will be forthcoming.*

Kind regards,

Evelyn Perran

Sincerely,

Evelyn Perran

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

---

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/17/2012
Submitted Date	10/17/2012

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Dear Gayle Neuman,

**Introduction:**

Good Morning Ms. Neuman,

In response to your objection, please accept the below reply:

**Response 1**

**Comments:**

We have revised the IL SEP, Step 11, Territory of Operations to include a list of all counties - Tier 1, 2, 3, and 4.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

**Rate/Rule Schedule Item Changes**

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-3 Oct. 2012 edition	New		10/17/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-3 Oct. 2012 edition	New		10/16/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 Sept. 2012 edition	New		09/07/2012 By: Stephen Fisher
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 May 2012 edition	New		05/24/2012 By: Evelyn Perran
<i>Previous Version</i>					

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

### Rate/Rule Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 April 2012 edition	New		04/03/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 March 2012 edition	New		03/02/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 February 2012 edition	New		02/17/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran

### Conclusion:

**SERFF Tracking #:**

BEAZ-127371281

**State Tracking #:**

BEAZ-127371281

**Company Tracking #:**

BICI0176-IL(R)

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**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

*Thank you for your continued review of this filing. We look forward to receiving the Department's approval.*

*Kind regards,*

*Evelyn Perran*

*Sincerely,*

*Evelyn Perran*

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

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State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/16/2012
Submitted Date	10/16/2012

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Dear Gayle Neuman,

**Introduction:**

Hi Ms. Neuman,

In response to your objection, please accept the below reply:

**Response 1**

**Comments:**

We have amended our IL SEP to include the Tier 1 and Tier 2 counties which are subject to territory modifiers.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

## Rate/Rule Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-3 Oct. 2012 edition	New		10/16/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 Sept. 2012 edition	New		09/07/2012 By: Stephen Fisher
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 May 2012 edition	New		05/24/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 April 2012 edition	New		04/03/2012 By: Evelyn Perran
<i>Previous Version</i>					

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

### Rate/Rule Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 March 2012 edition	New		03/02/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 February 2012 edition	New		02/17/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran

### Conclusion:

Thank you for your continued review. I hope that the Department will be in a position to approve this filing.

Kind regards,

Evelyn Perran

Sincerely,

Evelyn Perran

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/04/2012
Submitted Date	10/04/2012

Dear Gayle Neuman,

**Introduction:**

Hi Ms. Neuman:

In response to your objection, please accept the below reply:

**Response 1**

**Comments:**

Counties are listed as follows:

Tier 1 Counties:

Cook, Madison, St. Clair

Tier 2 Counties:

DuPage, Jackson, Kane, Lake, McHenry, Vermillion, Will

Tier 3 Counties:

Champaign, Coles, DeKalb, Effingham, Kenakee, LaSalle, Macon, Sangamon, Winnebago

Tier 4 Counties:

Rest of State

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:**

Thank you for your continued review of this filing.

Kind regards,

Evelyn Perran

Sincerely,

Evelyn Perran

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

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Response Letter Status	Submitted to State
Response Letter Date	09/07/2012
Submitted Date	09/07/2012

---

Dear Gayle Neuman,

**Introduction:**

Good afternoon Ms. Neuman:

As Evelyn is on vacation, I am responding to this set of objections, after having worked with other members of our team. Please see below.

### Response 1

**Comments:**

1.

**OBJECTION** - We are requiring a change to the Illinois State Exception Pages which declares the policy will not be written with combined limits. Issuance/availability of the twin tower endorsement does not address this issue.

**RESPONSE** - Please see the revised State Exception Page (SEP) document, specifically the last few sentences on page 3.

2.

**OBJECTION** - Please define the credit or debit associated with each territory of operation listed on the scheduled rating plan.

**RESPONSE** - Tier 1 Counties would incur a debit of 30%, Tier 2 Counties would incur a debit of 10%, while All Others will be calculated according to the manual.

3.

**OBJECTION** - Pursuant to 215 ILCS 5/143 (2), defense costs must be paid as supplement to the limits of liability.

**RESPONSE** - This information is addressed via the Amendatory Endorsement (A00665IL 022012 ed.) which has been attached to the Supporting Documentation Tab of this filing in response to previous objections. Please see items 1, 2, and 3 of the above noted endorsement as it pertains to this objection.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

### Rate/Rule Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 Sept. 2012 edition	New		09/07/2012 By: Stephen Fisher
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 May 2012 edition	New		05/24/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 April 2012 edition	New		04/03/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 March 2012 edition	New		03/02/2012 By: Evelyn Perran
<i>Previous Version</i>					

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

**Rate/Rule Schedule Item Changes**

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 February 2012 edition	New		02/17/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran

**Conclusion:**

If you need anything else in order to conclude your review and approve this filing let us know and we'll respond as quickly as possible.

Thank you for your continued time and attention.

Sincerely,

Steve-

Sincerely,

Stephen Fisher

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

---

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

---

## Response Letter

Response Letter Status

Submitted to State

Response Letter Date

05/24/2012

Submitted Date

05/24/2012

---

*Dear Gayle Neuman,*

**Introduction:**

*Hi Gayle,*

*Julie and I wanted to thank you and John for taking the time to speak with us earlier this week. The information provided below is in response to the questions you and John requested as part of that discussion regarding an explanation of the differences between this product and a standard GL or BOP insurance product, examples of how our product might be used and how our product would benefit the insured.*

**Response 1**

**Comments:**

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

*BOP is not generally a suitable product for healthcare entities; typically a BOP insurance policy will provide the following coverage:*

- Business interruption insurance (covering losses that cause you to shut operations or reduce production for a time). Business interruption insurance can provide money to offset lost profits or to pay continuing expenses (typically for up to a year for insured losses).*
- Crime insurance (covering loss of money or securities resulting from burglaries, robberies or destruction) as well as losses from employee theft or embezzlement.*
- Vehicle coverage for rented or borrowed vehicles.*
- Business Owners Insurance insures a damaged property for replacement cost value, which means that you would receive enough from your settlement to replace the property at today's value.*
- General liability protection that insures against claims of bodily injury or property damage by someone injured at the business. The liability portion also covers the cost of defending lawsuits that claim you are responsible for causing bodily injury or property damage.*

*However, while the first party coverage may be applicable, and can be bought separately, BOP is a limited product aimed at small general businesses rather than specific professional classes. Note professional services (malpractice/negligence etc) are excluded.*

*A simple general liability policy is also not adequate coverage for a healthcare entity. It would cover the trip and fall exposures but not the professional services exposures.*

*The coverage we provide addresses both the general and professional (med mal) exposures under one policy leaving no gaps between the two.*

*As discussed and per the Department's request, the mandatory twin towers of limits (E03517IL 032012 ed.) provides separate limits at the same level for no additional charge. We additionally offer coverages for data security, hired and non owned auto, employee benefits liability and thereby provide broader coverage than many of our competitors.*

*The core GL/PL product is a product that the majority of the insureds within the targeted classes already buy so there is nothing new or unusual about this. Many buy in the surplus lines market due to the lack of availability for a suitable admitted offering so we are seeking to give Insureds better options for coverage within the admitted marketplace.*

*It should be noted that by endorsement the Insured can delete GL coverage so if their preference is to buy just professional liability from us and a BOP or separate GL coverage elsewhere that is catered for.*

*Below are two examples:*

*Home health agency sending staff into clients homes or long term care facilities. A typical BOP policy would not give cover for trip and fall away from the office premises whereas our policy would. Our policy would cover bodily injury claims resulting both from professional services rendered, trip and fall on and off site and claims relating to products the insured sells if any.*

*Medical Lab who owns their building and has revenues over \$5mm.*

*BOP not suitable as predominantly designed for companies with revenues up to \$1mm. Also if the owned building is of high value the BOP carrier may not be willing to take it on. Result is they probably need separate property and liability coverages. We therefore provide both the General liability and professional liability filling these two coverage requirements.*

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

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Company Tracking #:

BICI0176-IL(R)

---

**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

*Additionally, I have revised the IL State Exception Page (May 2012 edition) to clearly explain the intent of the mandatory twin towers endorsement (Amend Limits of Liability Endorsement - Illinois).*

**Changed Items:**

*No Supporting Documents changed.*

*No Form Schedule items changed.*

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

## Rate/Rule Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 May 2012 edition	New		05/24/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 April 2012 edition	New		04/03/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 March 2012 edition	New		03/02/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 February 2012 edition	New		02/17/2012 By: Evelyn Perran
<i>Previous Version</i>					

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

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Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

**Rate/Rule Schedule Item Changes**

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran

**Conclusion:**

Please let me know if you have additional questions or if you would like to schedule another conference call.

Thank you for your continued review of this filing.

Kind regards,

Evelyn Perran

Sincerely,

Evelyn Perran

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	05/17/2012
Submitted Date	05/17/2012

Dear Gayle Neuman,

**Introduction:**

Good Morning Gayle,

Thank you for allowing the extension. Please accept the below reply to you objection dated May 7:

**Response 1**

**Comments:**

The Company is offering separate limits via the "twin towers" mandatory endorsement (E03517IL 032012 ed.) at no charge additional charge to the Insured. There is no change to Part II, Step 2 Base Premium Determination. We have revised Step 13, Item 8 to address the use of the use of the "twin towers" endorsement within the plan.

Step 11, Territory of Operations consider county factors based on an average from a several med mal carriers including ISMIE, Medpro, and Pronational. Differences are due to the jurisdictions and thereby loss severity differences between counties. Counties subject to territory modifiers would be Tier 1 counties of Cook, Madison and St Claire, Tier 2 counties of DuPage, Jackson, Kane, Lake, McHenry, Vermillion and Will. Factors are uniformly applied as based on territory of operation.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:**

Thank you for your continued review of this filing. Please let me know if you have any questions.

Kind regards,

Evelyn Perran

Sincerely,

Evelyn Perran

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/03/2012
Submitted Date	04/03/2012

Dear Gayle Neuman,

**Introduction:**

Hi Gayle,

Per our discussions, please accept the below response:

**Response 1**

**Comments:**

We have attached a new mandatory "twin towers" endorsement (E03517IL 032012 ed.) which provides for separate limits of liability for PL and GL. If the Insured chooses not to have separate limits, this endorsement will be removed and the Insured will receive a 5% credit. The IL State Exception Page has been revised accordingly.

Endorsement E03517IL 032012 ed. will be added to our companion form filing as an amendment.

**Changed Items:**

Supporting Document Schedule Item Changes	
Satisfied - Item:	Mandatory "twin towers" endorsement
Comments:	Note - I will amend our companion form filing and attach this new mandatory endorsement per our conversation and response.
Attachment(s):	
E03517IL 032012.pdf	

No Form Schedule items changed.

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

### Rate/Rule Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 April 2012 edition	New		04/03/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 March 2012 edition	New		03/02/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 February 2012 edition	New		02/17/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran

### Conclusion:

**SERFF Tracking #:**

BEAZ-127371281

**State Tracking #:**

BEAZ-127371281

**Company Tracking #:**

BICI0176-IL(R)

---

**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

*Thank you for your ongoing assistance in working with us to modify our filing so that it is acceptable to the Department.  
Let me know if you have any questions.*

*Kind regards,*

*Evelyn Perran*

*Sincerely,*

*Evelyn Perran*

---

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/07/2012
Submitted Date	03/07/2012

---

Dear Gayle Neuman,

**Introduction:**

Hi Gayle,

In response to your objection letter, please accept the below reply:

**Response 1**

**Comments:**

Per our conversation on March 5, our Miscellaneous Medical Professional Liability and General Liability Insurance provides for a total basic limit of \$1M / \$3M for Professional Liability and General Liability combined. If General Liability Coverage is not purchased, the basic limit continues to be \$1M / \$3M for the Professional Liability coverage; however in this case the Insured would receive a 15% credit to the final premium.

While we understand the Departments request for wording indicating that each coverage cannot deplete the limit of the other coverage, our policy and rate plan are developed based on a combined limit. Note with this coverage, hospitals and doctors are not included although, for example, an outpatient clinic as an entity risk would be included but only where the physicians and nurses, etc. have their own medical malpractice limits with another carrier. The general liability portion of this coverage is incidental and, per the rate plan can be removed by endorsement with the final premium credited by 15%.

Please let us know if the combined limits are acceptable to the Department.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:**

Thank you for your continued review. Please let me know if you have any other questions.

Sincerely,

Evelyn Perran

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/05/2012
Submitted Date	03/05/2012

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Dear Gayle Neuman,

**Introduction:**

Hi Gayle,

In response to your objection letter, please accept the below reply:

**Response 1**

**Comments:**

The basic limit is a combined aggregate limit. The basic limit is as stated \$1M / \$3M. If the Insured elects to delete the general liability coverage, the final premium will be credited by 15.0% (BIC-MMP-RM-CW-15).

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:**

Please let me know if you have any other questions and I will attempt to reply as soon as possible.

Thank you for your ongoing review of this filing.

Kind regards,

Evelyn Perran

Sincerely,

Evelyn Perran

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/02/2012
Submitted Date	03/02/2012

Dear Gayle Neuman,

**Introduction:**

Hi Gayle,

In response to your objection letter, please accept the below reply:

**Response 1**

**Comments:**

-We have revised the State Exception Page, Item E.

-We have revised the State Exception Page, Item K. and revised 1.b. and removed "consent-to-rate" wording.

-Limits for both coverages (professional liability and general liability) always match. The wording in Step 2 that you refer to is for the rating based on class.

-Revised State Exception Page, Item H. to change "inception" to "issuance."

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

**Rate/Rule Schedule Item Changes**

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 March 2012 edition	New		03/02/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 February 2012 edition	New		02/17/2012 By: Evelyn Perran
<i>Previous Version</i>					
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran

**Conclusion:**

Please let me know if you have any other questions. Thanks, too, for your continued review of this filing.

Kind regards,

Evelyn Perran

Sincerely,

Evelyn Perran

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

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Response Letter Status	Submitted to State
Response Letter Date	02/17/2012
Submitted Date	02/17/2012

---

Dear Gayle Neuman,

**Introduction:**

Hi Ms. Neuman,

In response to your objection letter, please accept the below reply:

**Response 1**

**Comments:**

Per our discussion last week, we have made changes to the IL State Exception Page to address the extended reporting period requirements for medical liability and general liability. We have also revised our Illinois Amendatory Endorsement (attached under the supporting document tab) to address the same requirements.

Please note that Beazleys Miscellaneous Medical Professional Liability and General Liability Insurance Policy incorporates two Insuring Agreement Coverage Parts I.A.1 Professional Liability and I.A.2. General Liability/Products Liability. Also note that the policy can solely provide Professional Liability coverage by exclusion of Insuring Agreement I.A.2. General Liability/Products Liability via endorsement E03137 082011 ed. (Delete General Liability/Products Liability Coverage), and can also provide both Professional Liability and General Liability/Products Liability coverage subject to a shared limit. Further, Step 13.2 of the rating plan provides a factor (15% credit) to remove the General Liability/Products Liability coverage. General Liability/Products Liability coverage cannot be provided alone under this policy, and can only be provided in combination with Professional Liability coverage. The amendatory endorsement has been drafted to make it clear that an unlimited extended reporting period will be applicable to all coverage provided when both Insuring Agreement I.A.1. and I.A.2. are provided under the policy. A limited extended reporting period will apply to coverage when Insuring Agreement I.A.1 applies solely to the Policy.

**Changed Items:**

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

**Supporting Document Schedule Item Changes**

Satisfied - Item: Revised Illinois Amendatory Endorsement

Comments:

Attachment(s):

A00665IL 022012 ed.pdf

*Previous Version*

Satisfied - Item: Revised Illinois Amendatory Endorsement

Comments:

Attachment(s):

A00665IL 012012 ed .pdf

No Form Schedule items changed.

**Rate/Rule Schedule Item Changes**

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 February 2012 edition	New		02/17/2012 By: Evelyn Perran

*Previous Version*

1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran
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**Conclusion:**

**SERFF Tracking #:**

BEAZ-127371281

**State Tracking #:**

BEAZ-127371281

**Company Tracking #:**

BICI0176-IL(R)

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**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

*Thank you for your time in discussing the Department's requirements and in reviewing this filing.  
Please let me know if you have any questions.*

*Kind regards,*

*Evelyn Perran*

*860-677-3755*

*Sincerely,*

*Evelyn Perran*

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 01/27/2012  
 Submitted Date 01/27/2012

Dear Gayle Neuman,

**Introduction:**

Hi Gayle,

Thank you for taking the time to speak with me and Julie to discuss the Department's requirements. Please accept our response below:

**Response 1**

**Comments:**

1. Yes, gathering/reporting of statistics is in place. The agency used is ISO (Insurance Service Organization).
2. Beazley Insurance company does not write occurrence coverage.
3. Please refer to our Illinois State Exception Page, attached under the rate/rule schedule tab.
4. Please refer to our Illinois State Exception Page, attached under the rate/rule schedule tab. Note we have also made a revision to our Illinois Amendatory Endorsement, attached for your reference under the supporting documents tab.
5. We confirm that territory factors are not used.
6. Please refer to our Illinois State Exception Page, attached under the rate/rule schedule tab.
7. Please refer to our Illinois State Exception Page, attached under the rate/rule schedule tab.

**Changed Items:**

Supporting Document Schedule Item Changes	
Satisfied - Item:	Revised Illinois Amendatory Endorsement
Comments:	
Attachment(s):	
A00665IL 012012 ed .pdf	

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

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State:

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11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

No Form Schedule items changed.

**Rate/Rule Schedule Item Changes**

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #	Date Submitted
1	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-2 January 2012 edition	New		01/27/2012 By: Evelyn Perran

**Conclusion:**

Please call me if you need to discuss the changes made to the IL State Exception Page with regard to ERP. If the Department is in agreement with our changes, I will revise our corresponding form filing to include the updated IL Amendatory Endorsement.

Thank you for your continued review of this filing.

Kind regards,

Evelyn Perran

860-677-3755

Sincerely,

Evelyn Perran

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Reviewer

**Created By:**

Evelyn Perran on 12/05/2012 10:46 AM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

Effective Date

**Comments:**

The Company would appreciate an effective date of today, December 5, 2012.

Thank you--  
Evelyn Perran

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Filer

**Created By:**

Gayle Neuman on 12/05/2012 08:51 AM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

effective date

**Comments:**

The Department of Insurance has completed its review of this filing. Originally, Beazley Insurance Company requested the filing be effective November 18, 2011. Was the filing put in effect on November 18, 2011 or do you wish to have a different effective date? Your prompt response is appreciated.

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Reviewer

**Created By:**

Evelyn Perran on 06/29/2012 02:05 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

Status inquiry

**Comments:**

Hi Gayle,

I am writing about the status of this filing. I hope you and John have had an opportunity to review our response of 5/24 and wanted to know if you had any questions or a status update to provide.

Thank you,  
Evelyn Perran

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Filer

**Created By:**

Gayle Neuman on 05/10/2012 01:46 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

extension

**Comments:**

I will extend the due date to May 18, 2012.

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Reviewer

**Created By:**

Evelyn Perran on 05/10/2012 01:01 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

Request for extension

**Comments:**

Hi Gayle,

Would you agree to an extension to respond till May 18? The underwriter I need to speak with is out of the office till mid-next week. If I am able to get the information I need sooner, I will respond then.

Thank you,  
Evelyn Perran

---

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Filer

**Created By:**

Gayle Neuman on 03/29/2012 01:31 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

combined limits

**Comments:**

After our conversation this morning, I discussed the filing further with my supervisor. Periodically, the Department provides data about insurers to parties requesting information. Information about Beazley would not be comparable as presented. As I have stated to you before, I have not seen any other insurer present combined limits for medical malpractice coverage. As stated in our checklists, general liability coverage, such as the coverage provided in this instance, must have separate limits that do not reduce the limits of the liability coverage. It was never the intention of the professional liability coverage to provide general liability coverage. Any forms that contain provisions to the contrary are deemed to contain exceptions and conditions that unreasonably or deceptively affect the risks that are purported to be assumed by the policy, in violation of Section 143(2) and will be disapproved accordingly. Therefore, we cannot file the policy form in such manner - and therefore the rate/rule pages will also have to be corrected.

You have an option of removing the combined limits and then simply offering it back as an optional endorsement with a 5% discount.

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Filer

**Created By:**

Gayle Neuman on 03/26/2012 11:30 AM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

extension

**Comments:**

I am extending the due date to April 4, 2012.

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Filer

**Created By:**

Gayle Neuman on 03/26/2012 08:23 AM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

extension

**Comments:**

I will extend the due date to March 28, 2012.

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Note To Reviewer

**Created By:**

Evelyn Perran on 03/23/2012 01:47 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

Extension to reply

**Comments:**

Hi Gayle,  
May I please have an extension till March 28 to reply?  
Thank you, I appreciate your understanding.  
Kind regards,  
Evelyn Perran

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**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Reviewer Note

**Created By:**

Caryn Carmean on 11/30/2012 02:16 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

12/05/2012 11:35 AM

**Subject:**

Actuarial Review Complete

**Comments:**

The Actuarial Review of this file is complete

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Post Submission Update Request Processed On 12/05/2012

Status: Allowed  
Created By: Evelyn Perran  
Processed By: Gayle Neuman  
Comments:

### General Information:

Field Name	Requested Change	Prior Value
Effective Date Requested (New)	12/05/2012	11/18/2011
Effective Date Requested (Renew)	12/05/2012	11/18/2011

**SERFF Tracking #:**

BEAZ-127371281

**State Tracking #:**

BEAZ-127371281

**Company Tracking #:**

BICI0176-IL(R)

**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

## Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Countrywide Rating Plan	BIC-MMP-RM-CW 1-16 (10-2011 ed.)	New		BIC-MMP-RM-CW 1-16 10-2011 ed..pdf
2		Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	BIC-MMP-RM-IL 1-3 Oct. 2012 edition	New		Beazley MMP Rating Plan - IL SEP -10-2012.pdf

# Beazley Insurance Company, Inc.

## Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

### COUNTRYWIDE RATING PLAN

#### PART I – RATING RULES

- A. Eligibility** – Companies/Institutions meeting underwriting guidelines. Individual practitioners are **not** eligible for this rate plan. Where the “Rating Basis” is based on number of people, the rate for the institution is the sum of the rates for the individual people rated within the institution.
- B. Rates and Rating** - All rates in this manual are annual rates, unless otherwise noted. All factors are multiplicative, unless otherwise noted.
- C. Interpolation** – For factors not shown in this Rating Plan use interpolation to determine the proper charge.
- D. Rate or Rating Factor Changes**  
Midterm premium changes are not to be made because of midterm changes in rates or rating factors unless, as respects the latter, there is a significant change in exposure based on:
1. Addition or deletion of entities;
  2. Addition or deletion of individual providers
  3. Merger, consolidation or purchase of assets of another business; or
  4. Other significant changes in operations that materially impact the exposure insured against.
- E. Policy Writing Minimum Premiums**  
Each policy is subject to the below minimum premium based on the policy limit provided:

Limit	Min Premium
100/300	\$500
200/600	\$500
250/500	\$500
250/750	\$500
500/500	\$750
500/750	\$750
500/1,000	\$750
1,000/1,000	\$1000
1,000/3,000	\$1000
2,000/2,000	\$1250
2,000/4,000	\$1250
3,000/3,000	\$1550
4,000/4,000	\$1850
5,000/5,000	\$2100

**F. Additional Premiums**

1. Apply the rates and rules in effect on the effective date of the Policy or, if the change is made after an anniversary date of the Policy, apply the rates and rules in effect on that anniversary date.
2. Pro rate additional premium charges.
3. Additional premium charges are in addition to any Policy minimum premium already charged.
4. Waive additional premiums of \$25 or less (Not applicable in KS, NH, VA or WA). The amount waived applies to that portion of the premium due on the effective date of the Policy change.

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

##### G. Return Premiums

###### 1. Policy Cancellation or Deletion of an Insuring Agreement

###### A. Pro Rata Calculations

- 1). Compute return premium pro rata of the charged premium and round to the next higher whole dollar when the cancellation or deletion is:
  - a. At the Company's request; or
  - b. After the first year of a prepaid Policy written for a term of more than one year.

###### B. Other than Pro Rata Calculation

- 1). If pro rata calculation does not apply, compute return premium as follows:
  - a. Prepaid Policies  
Compute the return premium at .90 (in AK .925) of the pro rata unearned premium and round to the next higher whole dollar.
  - b. Installment Payments  
Compute the return premium at .90 (in AK .925) of the pro rata unearned premium for the year in which the Policy is canceled and round to the next higher whole dollar.
  - c. Other than Policy Cancellation or Deletion of an Insuring Agreement Compute return premium pro rata of the charged premium and round to the next higher whole dollar.
  - d. Waiver of Premium (not applicable in KS, NH, VA or WA)  
Waive return premium of \$25 (\$15 in IA and MD) or less, however, the premium will be returned if requested in writing by the Insured.

##### H. Extended Reporting Period (ERP)

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy inception. Premiums for each period option shall be:

12 months at 100% of policy premium  
24 months at 175% of policy premium  
36 months at 225% of policy premium

##### I. Premium Calculation

Pricing is calculated by applying modification factors to a base premium. The modification factors are determined by various criteria including the Limit of Liability and Deductible purchased, the coverage enhancements or restrictions negotiated with the insured, and the risk's financial characteristics. All modification factors are multiplicative, unless otherwise indicated.

##### J. Multi-Year Term Policies

The following factors are applied to annual premium for policies with terms running longer than 12 months.

Multi-year/Multiple Annual Aggregates	Factor (applied to annual premium)
Annual Installments (if multi-year, non-prepaid)	1.05
Two-Year Prepaid Premium	1.90
Three-Year Prepaid Premium	2.85

## **Beazley Insurance Company, Inc.**

### **Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program**

#### **COUNTRYWIDE RATING PLAN**

##### **K. Individual Risk Situations (Not available in CA, MN, SD, TX and VA)**

###### **A. Refer to Company**

###### **1. Rating or classifying**

Refer to home office for rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk. Note: To the extent that consent-to-rate procedures apply, they must be followed.
- b. The coverage to be written is broader than that contained in the standard Policy. Note: To the extent that consent-to-rate procedures apply, they must be followed.
- c. There is proof that, for a specific coverage, the named risk is qualified in this state for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or
- d. The risk develops \$50,000 (\$100,000 in MT) or more annual manual basic limit premium individually or in combination with other products.

###### **2. Restriction of Coverage**

Refer to home office if an insuring agreement providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class. Note: To the extent that consent-to-rate procedures apply, they must be followed.

###### **B. File Maintenance**

When a particular risk is modified in accordance with paragraph A., the Company will maintain a complete file, including all details of the factors used in determining the modification and make the file available to state regulators on request.

Note: Rates shall not be inadequate, excessive or unfairly discriminatory.

###### **C. State Exceptions**

In AK, an individual risk filing to the Alaska Division of Insurance is required.

In GA, an individual risk filing to the Georgia Office of Insurance and Safety Fire Commissioner is required.

In HI, an individual risk filing to the Hawaii Insurance Division is required.

In IN, an individual risk filing to the Indiana Department of Insurance is required.

In KS, an individual risk filing to the Kansas Insurance Department is required.

In MS, an individual risk filing to the Mississippi Insurance Department is required.

In NC, an individual risk filing to the North Carolina Department of Insurance is required.

In NM, an individual risk filing to the New Mexico Department of Insurance is required.

In NY, an individual risk filing to the New York Insurance Department is required.

In SC, an individual risk filing to the South Carolina Dept. of Insurance is required.

In WV, an individual risk filing to the West Virginia Insurance Commission is required.

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

##### **PART II – RATES AND RATING FACTORS**

###### **Step 1: Class Group Determination**

Select the appropriate hazard group for the applicant based upon the services they provide. If the applicant provides more than one type of service then hazard group rates will be applied pro rata based on rating basis to develop a composite hazard rate.

###### **Step 2: Base Premium Determination**

- A) The rates set out in the table below are for a basic limit of \$1,000,000/3,000,000 Combined Professional and General Liability, but not including products liability other than for Optical Goods Stores, and the guideline deductible on Fully Mature Claims Made basis. The exposure base is the rating basis shown in the table below for each category subject to current review. Find the base premium factor by utilizing the factors in the appropriate rating columns in the table below. These factors are multiplied by the revenue, people or outpatient visit tier. The products for each tier are then added together to yield the base premium.

Class	Rating Basis	Rating Factor	Rate
Acupuncturist/Acupuncture Clinic	# People	1	812
Addiction Counselor (Non-NAADAC)	# People	1	272
Addiction Interventionist	# People	1	362
Administrative/Clerical	# People	1	82
Adult Day Care	#Average Occupancy	1	234
Alcohol & Drug Rehabilitation – Adults only	#Beds/Units	1	526
All other Aide, Assistant, or Technician	# People	1	195
Ambulance Services – Non-Emergency	# Runs	1	1
Ambulance Services – Emergency	# Runs	1	3
Art, Music, Dance, Pet, and Recreation Therapist	# People	1	195
Artificial Limb Clinics	# Receipts	0.001	5
Audiologist	# People	1	195
Auricular & Full Body Acupuncture Therapy and Counseling	# People	1	543
Behavioral Analyst	# People	1	272
Blood Bank Technician	# People	1	195
Cardiology Technician	# People	1	195
Case Management – AIDS, Terminally Ill	# Receipts	0.001	4
Case Management – All Other	# Receipts	0.001	5

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

Case Management – Geriatrics	# Receipts	0.001	8
Case Management – Retarded	# Receipts	0.001	6
Case management – Youth	# Receipts	0.001	8
Case Workers and Case Manager	# People	1	272
Certified Employee Assistance Professional	# People	1	209
Certified Tech./ Assistant	# People	1	195
Companion	# People	1	95
Consultants	# Receipts	0.001	9
Counselor	# People	1	314
Cytotechnologist	# People	1	195
Diagnostic Imaging & X-Ray	# Receipts	0.001	4
Diagnostician	# People	1	314
Dialysis Centers – Hemo	# OPV's	1	2
Dialysis Centers – In Home Peritoneal	# Service Hours	1	1
Dialysis Centers – Peritoneal	# OPV's	1	2
Dialysis Technician	# People	1	195
Dietician/Nutritionist	# People	1	195
EKG/EEG Technician	# People	1	195
Health & Fitness Center	# Receipts	0.001	4
Health Educator	# People	1	195
Hearing Aid Fitter	# People	1	314
Home Health Agencies	# Receipts	0.001	2
Home Health Aide	# People	1	125
Homemaker	# People	1	95
Hospice Care	# Receipts	0.001	1
Imaging Technician	# People	1	314
Intern Mental Health/Addiction Counselor	# People	1	195
Lab Technician	# People	1	195
Licensed or Certified Mental Health Counselor	# People	1	272
LVN/LPN	# People	1	347

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

Marriage and Family Therapists/Counselor	# People	1	272
Massage Therapist	# People	1	314
Medical Clinic	# Receipts	0.001	4
Medical Clinic – Counseling	# OPV's	1	1
Medical Clinic – LVN	# OPV's	1	1
Medical Clinic – Nurse Practitioner	# OPV's	1	1
Medical Clinic - RN/ PT	# OPV's	1	0.75
Medical Director	# Directors	1	2628
Medical Lab Technician	# People	1	279
Medical Labs – DNA Testing	# Receipts	0.001	4
Medical Labs – Drug Testing	# Receipts	0.001	4
Medical Labs – Fertility Testing	# Receipts	0.001	8
Medical Labs - Other	# Receipts	0.001	4
Medical Office Assistant	# People	1	82
Medical Personnel Services (Home Health Only)	# Receipts	0.001	3
Medical Personnel Services (Staff Relief)	# Receipts	0.001	4
Medical Personnel Services (skilled staff placement)	# Receipts	0.001	5
Medical Records Technician	# People	1	195
Medical Technologist	# People	1	195
Mental Health Clinics	# OPV's	1	1
Mental Health Technician	# People	1	195
MRI Technician	# People	1	195
Nurse	#People	1	380
Nurse Aide	# People	1	113
Nurse Practitioner	# People	1	785
Nurse/RN	# People	1	467
Occupational Therapist	# People	1	251

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**COUNTRYWIDE RATING PLAN**

Occupational Therapy Assistant	# People	1	112
Ocularists	# Receipts	0.001	4
Optical Goods Stores	#Gross Sales	0.001	4
Optometrist	# People	1	347
Pastoral Counselor	# People	1	272
Pathology Assistant	# People	1	195
Pharmacy	# Receipts	0.001	1
Phlebotomist	# People	1	345
Physical Therapist	# People	1	175
Physical Therapy Assistant	# People	1	244
Physical Therapy Clinic	# Receipts	0.001	4
Psychiatric Social Worker	# People	1	314
Psychologist	# People	1	993
Radiation Therapy Technician	# People	1	347
Respiratory Therapist	# People	1	347
Sheltered Workshops	# People	1	52
Social Services Agencies	# Receipts	0.001	3
Speech Therapist	# People	1	314
Speech-Language Pathologist	# People	1	314
Testing Services	# Receipts	0.001	5
Testing Services (Specimen Collection Only)	# Receipts	0.001	4
Ultrasound Technician	# People	1	314
X-Ray Technician	# People	1	314
All Other-Other Professionals or Entities with a similar exposure profile as a class listed above	As per related class	As per related class	As per related class

## Beazley Insurance Company, Inc.

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

### COUNTRYWIDE RATING PLAN

Where the rating basis for class is people or outpatient visits but information is only supplied for revenues, \$100 of revenues shall be considered the revenue for 1 person or outpatient visit. Where the rating basis is revenues but only outpatient visit or number of people information is supplied, \$100 revenue shall be equivalent to 1 person/outpatient visit.

Where the rating basis is Average Occupancy, Beds/Units, Runs, Service Hours, Directors or Gross Sales, the following conversions shall apply for the purposes of Steps 3 and 10 below

Rating Basis	Convert to	Conversion Factor
People	OPV	1:100
Ave Occupancy	OPV	1:100
Beds/Units	OPV	1:100
Runs	OPV	1:2
Service Hours	OPV	20:1
Directors	OPV	1:100
Gross Sales	Receipts	1:1

Any receipts relating to products sales on classes above rated on "Receipts" above to be deducted from the rateable base to ensure there is not a double charge as a result of B) below

- **B.** To determine rate for accounts, other than Optical Goods Stores, who sell, distribute, manufacture or design products of any nature base , the base rate is US\$4.00 per US\$1,000 of product related revenues.
- **The final base rate is the sum of the base rates derived from A and B above.**

#### Step 3. Amended Base Premium Determination

Find the base premium factor by utilizing the factors in the appropriate hazard group column. These factors are multiplied by the exposure tier as detailed below, the product of which yields the amended base premium.

#### Revenue Rated Classes:

Revenue Bands	Applicable Revenue	% of Manual Rate
Up to USD1m	1,000,000	100%
> USD1m to USD1.5m	500,000	90%
> USD1.5m to USD2m	500,000	85%
> USD2m to USD3.5m	1,500,000	80%
> USD3.5 to USD5m	1,500,000	70%
Above USD5m		Refer to Company

**(The credits above are to be applied on an incremental basis to each Revenue Band separately)**

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**COUNTRYWIDE RATING PLAN**

Outpatient Visit Rated Classes:

<b>Number of Outpatient Visits</b>	<b>Applicable Visits</b>	<b>% of Manual Rate</b>
Up to 10,000	10,000	100%
>10,000 to 15,000	5000	90%
> 15,000 to 20,000	5000	85%
> 20,000 to 35,000	15000	80%
>35,000 to 50,000	15,000	70%
Above 50,000		Refer to Company

**(The credits above are to be applied on an incremental basis to each Outpatient Visit Band separately)**

## **Beazley Insurance Company, Inc.**

### **Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program**

#### **COUNTRYWIDE RATING PLAN**

##### **A. Base Rates**

The premium for this policy is calculated based on the "Rating Basis" for the exposure or area of practice as specified above. The base rates will be applied in accordance with the allied health professional specialty as shown in Company Rate Pages.

##### **B. Base Rate Adjustments**

Part Time- A part-time base rate adjustment factor of .50 will apply to any individual allied health professional who is self-employed and works 16 hours or less per week.

Independent Contractor (IC) – An independent contractor base rate adjustment factor of .50 will apply to any individual allied health care professional who works for an insured entity WITH proof of individual professional liability insurance for each IC (or a signed warranty statement at time of application.) An independent base rate adjustment factor of 1.00 will apply to any individual allied health care professional who works for an insured entity WITHOUT proof of individual professional liability insurance for each IC (or a signed warranty statement at time of application.)

##### **C. Surcharges**

###### **Background Check**

A surcharge of up to 10% will apply to entities or individuals not performing background checks on their employees and independent contractors.

###### **Nursing Homes / Assisted Living Centers / Long Term Care Facilities / Prisons**

A surcharge of up to 25% will apply to entities or individuals that do staffing of Correctional Facilities, Nursing Home Facilities, Assisted Living Centers, Long Term Care.

###### **High Tech / Critical Care**

A surcharge of up to 50% will apply to entities or individuals engaged in high tech/ critical care services, including Surgical, Pediatric, Infusion Therapy, and Tracheotomy/Ventilator Care.

(The surcharges shown above are additive if more than one applies, subject to a maximum surcharge of 65%.)

##### **D. Full Time Equivalent (FTE)**

Rating units are defined as the number of Full Time Equivalent Employees (FTEs) in each category ratable on number of people.

The number of FTEs is calculated as follows:

1. FTE/hours -The annual number of hours worked by all employees in each category is divided by 2,000. The number obtained is then multiplied by the rate indicated for the category of employee.

2. FTE/payroll – When the number of hours worked cannot be verified or are unavailable or invalid, the number of FTEs is determined using payroll information. The total annual payroll for each category is divided by the estimated average payroll for that category. The number is then multiplied by the rate for that category.

The average payroll is determined using the most current Home Health Agency Compensation Survey Report, Washington, DC; National Association of Home Care (NAHC). Average salaries for categories not listed in the Survey Report will be estimated by comparing the educational requirements for unlisted categories with those categories listed.

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

##### E. Entity Rating Factor

###### Organizations including

Corporations, Partnership, Joint Venture, Trust or Limited Liability Company that are accredited by either The Joint Commission (JCAHO), or Accreditation Commission or Health Care (ACHC), or Community Health Accreditation Program (CHAP) or other body of a similar standing will be credited by up to 10%. All entities that are not accredited, by any of the above, will not receive an accreditation rating factor. This rating rule is applied after the application of the increased limits factor but before any other rating factors.

**Step 4: Loss Rating** – For purposes of Loss Rating a “claim” means any claim resulting in any payment by an insurer or a potential claim with a reserve for indemnity set by any insurer.

No claim activity or claim activity with little severity or frequency	0.65 – 0.99
Moderate claim activity	1.00-1.25
Frequent or severe claim activity	1.26-1.50

**Step 5: Professional Experience** – This applies to those professionals that are declared in the application only and not all professionals.

Less than 3 years	<b>1.16 – 1.25</b>
3-6.99 years	<b>1.01 – 1.15</b>
7-9.99 years	<b>1.00</b>
10-20 years	<b>0.81 – .99</b>
Over 20 years	<b>0.70 - .80</b>

**Step 6: Longevity of Operations** – Determine the appropriate factor based upon the applicant’s years in business.

Less than 1 year (start-up)	<b>1.10</b>
1-2.99 years	<b>1.05</b>
3-9.99 years	<b>1.00</b>
10-20 years	<b>0.95</b>
Over 20 years	<b>0.85</b>

##### Step 7: Risk Characteristics

No unusual Characteristics	1.00
Any operations where there are unusual business characteristics which increase the exposure	1.10 to 3.00

##### Step 8: Step Factors

Select the appropriate factor based on the amount of prior acts.

Step Factors	
RDI	0.65
2nd Year	0.85
3rd Year	0.95
4th Year	1.00

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

##### Step 9: Coverage Adjustment Options

Apply the following factors based on the coverage selected.

1. Add Punitive Damages +10% only available in States where Punitive Damages are insurable. + 12.5% if “most favored venue” language is added

##### Step 10: Deductible Factor

This rating plan credits or debits the applicant’s premium based upon whether the Quoted Deductible is above or below the Guideline Deductible.

The Guideline Deductible is 0.50% of Receipts where an Insured is rated on Receipts or \$10,000 for accounts rated on either People or OPV’s

A discount is available to the insured when insurance is provided on a deductible basis.

Determine the applicable discount by referring to the tables below.

Where Receipt Rated

Ratio of Quoted/Guideline	Modifier
0.0	1.400
0.1	1.360
0.2	1.320
0.3	1.280
0.4	1.240
0.5	1.200
0.6	1.160
0.7	1.120
0.8	1.080
0.9	1.040
1.0	1.000
1.1	0.985
1.2	0.970
1.3	0.955
1.4	0.940
1.5	0.925
1.6	0.910
1.7	0.895
1.8	0.880
1.9	0.865
2.0	0.850
2.1	0.835
2.2	0.820
2.3	0.805
2.4	0.790

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**COUNTRYWIDE RATING PLAN**

2.5	0.775
2.6	0.760
2.7	0.745
2.8	0.730
2.9	0.715
3.0	0.700

Where People or OPV rated

Deductible Amount	Indemnity Only Factor	Deductible Amount	Indemnity & Expense Factor
\$0	1.156	\$0	1.184
\$500	1.114	\$500	1.141
\$1,000	1.081	\$1,000	1.107
\$2,500	1.054	\$2,500	1.072
\$5,000	1.027	\$5,000	1.040
\$10,000	1.000	\$10,000	1.000
\$15,000	0.973	\$15,000	0.963
\$20,000	0.946	\$20,000	0.928
\$25,000	0.919	\$25,000	0.895
\$50,000	0.845	\$50,000	0.798
\$75,000	0.791	\$75,000	0.731
\$100,000	0.749	\$100,000	0.680
Over \$100,000	Refer to Company	Over \$100,000	Refer to Company

Interpolation should be used to calculate the modifier deductible options between the values shown in the table above.

**Step 11: Scheduled Rating Modification**

Other risk modifications may be applied to the rates subject, however, to a maximum credit or debit as set forth in the State Modification Limits table. A basic limits premium eligibility requirement applies in select states as follows: \$2,500 in NY, \$1,000 in WA, and \$6,000 (after modification) in LA. These modifications take into consideration unusual circumstances in the characteristics in the following schedule:

	Range of Modification	
	Credits	Debits
Territory of Operations	15%	25%
Nature of Services	25%	25%
Use of Subcontractor	20%	20%
Financial Condition	25%	25%

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IL	HI
		AZ	ID	OH	MA	AR	NH	IN	NE
		CA	LA <sup>2</sup>	OR		KS	OK	KY	
		CO	VT	PR		MD	PA	NC	
		CT	MI	SD		ME	RI	NM <sup>3</sup>	
		DC	MO	UT		MN	TX	TN	
		DE	ND	WA		MS	WV	VA	
			NJ					WI	
								WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

**Step 12: Increased Limit Factor**

- a. Select the appropriate factor based upon the proposed limit and the Hazard Group. Apply this factor as described in the next step.

Company State Rate pages provide Professional Liability rates for all allied health professionals at limits of \$1,000,000 /\$3,000,000.

The table below provides the Increased Limits Factors used in calculating Professional Liability rates for other optional limits below \$5,000,000/\$5,000,000. For Increased Limits Factors above \$5,000,000/\$5,000,000, refer to company for the factor to be used.

Per Professional Incident (000)/Aggregate

100/300	0.632
200/600	0.712
250/500	0.752
250/750	0.758
500/500	0.822
500/750	0.830
500/1,000	0.834
1,000/1,000	0.944
1,000/3,000	1.000
2,000/2,000	1.181
2,000/4,000	1.299
3,000/3,000	1.551
4,000/4,000	1.726
5,000/5,000	1.853

The following interpolation procedure shall be used in determining increased limits factors or combinations of limits not shown in the tables:

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

1. Determine the factor in the increased limits table for the next lower and for the next higher limit or combination of limits.
2. The factor for the limit or combination of limits desired shall be determined by interpolation. All fractions in the third decimal place shall be considered as an additional unit in the second decimal place.
3. Where neither limit required appears in the table, refer to company.

#### Step 13: Coverage Amendments

The premium impacts for coverage enhancements 1-8 below are each determined individually and then added to the Final Premium calculated in Part II, Step 14.

##### 1. Limited Defense Costs:

Policy provides for costs within the limit. If Limited Additional Defense Limit is elected, the additional percentage debit factor will be applied the premium developed from steps 1 to 12 at the Base Limit (\$1,000,000/3,000,000) chosen from the table below:

Additional Defense Limit Per Claim Limit	Premium Debit
Included within policy per claim limit	0%
\$250,000	7.5%
\$500,000	11.0%
\$750,000	13.5%
\$1,000,000	15.0%
Unlimited	20%

Note – the maximum Additional Defense Limit will be no greater than the Policy Limit Aggregate unless the Unlimited option is elected.

##### 2. Deletion of General Liability Coverage:

If the insured elects to delete General Liability coverage, the Final Premium shall be credited by 15.0%

##### 3. Abuse and Molestation Coverage may be added for sub limits as follows:

- \$100,000/300,000 limit for an additional premium of 3% of the premium developed for a \$1,000,000/3,000,000 Liability limit.
- \$250,000/750,000 limit for an additional premium of 5% of the premium developed for a \$1,000,000/3,000,000 Liability limit.
- \$500,000/1,000,000 limit for an additional premium of 6.5% of the premium developed for a \$1,000,000/3,000,000 Liability limit.
- \$1,000,000/1,000,000 limit for an additional premium of 7.5% of the premium developed for a \$1,000,000/3,000,000 Liability limit.

**Such limits are included within and not in addition to the policy aggregate limit.**

## Beazley Insurance Company, Inc.

### Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

#### COUNTRYWIDE RATING PLAN

4. **Hired and Non Owned Auto** Coverage may be added for sub limits as follows:  
\$250,000 limit for an additional premium of 7% of the premium developed for a \$1,000,000/3,000,000 Liability limit.  
\$500,000 limit for an additional premium of 10% of the premium developed for a \$1,000,000/3,000,000 Liability limit.  
\$1,000,000 limit for an additional premium of 15% of the premium developed for a \$1,000,000/3,000,000 Liability limit.  
Such limits are included within and not in addition to the policy aggregate limit. Subject to a minimum additional premium of \$250.
5. **Employee Benefit Liability Coverage (EBL)** may be added for a \$1,000,000 limit and a \$1,000 deductible for an additional premium of 3% of the premium developed for a \$1,000,000/3,000,000 Liability limit. Such limits are included within and not in addition to the policy aggregate limit.
6. **Washington or Ohio Stop Gap Coverage** may be added for a \$1,000,000 limit, subject to the policy deductible, for an additional premium of \$250. Such limit is included within and not in addition to the policy aggregate limit
7. **Computer Security and Privacy Liability, including Notification Costs, Regulatory Defence:** Can be added for an additional 5% to 25% premium of the premium for steps 1-12 above.
8. **Twin Towers Endorsement:** 5% Additional Premium to apply.

#### Step 14: Calculation of Final Premium

The total premium from Steps 1- 13 may be additionally adjusted upward or downward within the following ranges.

Rated Premium	Maximum Round Up	Maximum Round Down
Less than \$8,000	\$150	\$150
\$8,001 - \$25,000	\$250	\$250
\$25,001 - \$50,000	\$450	\$450
\$50,001 - \$100,000	\$750	\$750
\$100,001 - \$250,000	\$1,500	\$1,500
\$250,001 - \$500,000	\$2,500	\$2,500
More than \$500,000	\$5,500	\$5,500

# Beazley Insurance Company, Inc.

## Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

### ILLINOIS STATE EXCEPTION PAGES

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **E Policy Writing Minimum Premiums** is deleted and replaced with the following:

#### **E. Policy Writing Minimum Premiums**

Each policy is subject to the below minimum premium based on the policy limit provided:

Limit (000)	Min Premium
100/300	\$500
200/600	\$500
250/500	\$500
250/750	\$500
500/500	\$750
500/750	\$750
500/1,000	\$750
1,000/1,000	\$1000
1,000/3,000	\$1000
2,000/2,000	\$1250
2,000/4,000	\$1250
3,000/3,000	\$1550
4,000/4,000	\$1850
5,000/5,000	\$2100

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:

The premium for ERP coverage will be earned in accordance with the schedule listed below:

#### **H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy issuance. Premiums for each period option shall be:

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 225% of policy premium in effect at policy issuance

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

An Extended Reporting Period of unlimited duration will be offered in addition to the below options. The premium for the unlimited duration Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 195% of policy premium in effect at policy issuance

Unlimited at 200% of policy premium in effect at policy issuance

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Paragraph **K. Individual Risk Situations, Item A. Refer to Company** is deleted and replaced with the following:

**K. Individual Risk Situations**

A. Refer to Company

1. Rating or classifying

Refer to home office for rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk.
- b. The coverage to be written is broader than that contained in the standard Policy, and will be modified by endorsement(s).
- c. There is proof that, for a specific coverage, the named risk is qualified in this state for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or
- d. The risk develops \$50,000 or more annual manual basic limit premium individually or in combination with other products.

2. Restriction of Coverage

Refer to home office if an insuring agreement providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions**:

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors**:

Step 11, the characteristic **Territory of Operations** is amended to include the following:

Tier 1 Counties: Cook, Madison and St. Claire

Tier 2 Counties: DuPage, Jackson, Kane, Lake, McHenry, Vermillion and Will

Tier 3 Counties: Champaign, Coles, DeKalb, Effingham, Kankakee, LaSalle, Macon, Sangamon and Winnebago

Tier 4 Counties: Rest of State

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IN	HI
		AZ	ID	OH	MA	AR	NH	KY	NE
		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

The following is added to Step 12. **Increased Limit Factor:**

**Step 12: Increased Limit Factor**

Increased Limit Factors, if selected will apply to both the Professional Liability coverage and the General Liability coverage as appropriate.

Step 13 **Coverage Amendments, Item 8. Twin Towers Endorsement** is deleted and replaced with the following:

**Step 13: Coverage Amendments, Item 8 Twin Towers Endorsement**

Endorsement E03517IL 032012 ed., Amend Limits of Liability Endorsement-Illinois (Twin Towers endorsement) allows separate limits of liability and is provided as a mandatory endorsement in Illinois at no additional charge. With the use of this mandatory endorsement E03515IL 032012 ed., the policy will not be written with combined limits.

If the Insured chooses to remove Endorsement E03517IL 032012 ed., the Final Premium shall be credited by 5%.

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Explanatory Memorandum		
Comments:	See filing description under the General Information tab and the c/w explanatory memorandum and ROW attached below.		
		Item Status:	Status Date:
Bypassed - Item:	Form RF3 - (Summary Sheet)		
Bypass Reason:	Not applicable - new filing		
		Item Status:	Status Date:
Satisfied - Item:	Certification		
Comments:			
Attachment(s):			
IL Certification (Rate).pdf			
		Item Status:	Status Date:
Satisfied - Item:	Manual		
Comments:	Manual attached under the Rate/Rule schedule tab. New product filing - no changes.		
		Item Status:	Status Date:
Satisfied - Item:	Explanatory Memorandum - C/W		
Comments:			
Attachment(s):			
Explanatory Memorandum - CW.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Revised Illinois Amendatory Endorsement		
Comments:			
Attachment(s):			
A00665IL 022012 ed.pdf			

SERFF Tracking #:

BEAZ-127371281

State Tracking #:

BEAZ-127371281

Company Tracking #:

BICI0176-IL(R)

State:

Illinois

Filing Company:

Beazley Insurance Company, Inc.

TOI/Sub-TOI:

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

Product Name:

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

Project Name/Number:

/BICI0176-IL(R)

Item Status:

Status Date:

Satisfied - Item:	Mandatory "twin towers" endorsement		
Comments:	Note - I will amend our companion form filing and attach this new mandatory endorsement per our conversation and response.		
Attachment(s):			
E03517IL 032012.pdf			

Item Status:

Status Date:

Satisfied - Item:	E-mail - IL receipt of Officer Biographical Affidavit		
Comments:			
Attachment(s):			
IL e-mail - Officer Biographical Affidavit.pdf			

# ILLINOIS CERTIFICATION FORM MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Christine P. Oldridge, a duly authorized officer of Beazley Insurance Company, Inc. am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

I, Kyle M. Hales, ACAS, MAAA, a duly authorized actuary of Perr&Knight, Inc. am authorized to certify on behalf of Beazley Insurance Company, Inc. making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience and that I am knowledgeable of the laws regulations and bulletins applicable to the policy rates that are the subject of this filing.

Christine P. Oldridge , October 31, 2011  
Signature and Title of Authorized Insurance Company Officer Date  
Secretary

Kyle M. Hales ACAS, MAAA October 31, 2011  
Signature, Title and Designation of Authorized Actuary Date

Insurance Company FEIN 04-26566-2 Filing Number BT010176-IL (R)

Insurer's Address 30 Batterson Park Rd.

City Farmington State CT Zip Code 06032

Contact Person's:  
- Name and E-mail Evelyn Perran, evelyn.perran@beazley.com

- Direct Telephone and Fax Number 860-677-3755 (P)  
860-679-0247 (F)

## **Beazley Insurance Company, Inc.**

### **Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program**

#### EXPLANATORY MEMORANDUM

On behalf of Beazley Insurance Company, Inc. ("Beazley" or the "Company"), we would like to submit new rates, rules, policy form, endorsements, and application associated with our independent Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program. This program will provide medical malpractice coverage for various allied healthcare professionals. Please see the manual pages for more details regarding the classes that will be written under this program. Since this is a new program filing for which the Company has not previously written any business, there is no premium impact associated with this filing.

Exhibits R1 through R5 display the derivation of the projected loss and loss adjustment expense ratio and underwriting profit provision for this new program. A corresponding forms filing is concurrently being submitted for this program.

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY AND GENERAL LIABILITY (INCLUDING PRODUCTS LIABILITY) CLAIMS MADE AND REPORTED INSURANCE**

1. The first sentence of Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 1. is deleted and replaced with the following:

The Underwriters shall have the right and duty to defend the **Insured**, at the Underwriters expense, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the claim are groundless, false, or fraudulent.

2. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 2. is deleted in its entirety and replaced by the following:

2. **Damages** shall be applied against the Deductible set forth in Item 4. of the Declarations. **Claims Expenses** shall not be applied against such Deductible.

3. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 4. is amended to delete the words, "and **Claims Expenses**" following the word "**Damages**".

4. **I. INSURING AGREEMENTS** B. Defense and Settlement 7. is deleted in its entirety and replaced with the following:

7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** after the applicable Limit of the Underwriters' Liability has been exhausted by payment of **Damages** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction.

In the event that the Underwriters shall not be obligated to pay **Claims Expenses**, or to undertake or continue defense of any **Claim** under this Policy for any reason, the Underwriters shall tender control of said defense to the **Insured**. In tendering such control, the Underwriters shall provide for the orderly transfer of said defense duties to the **Insured**.

5. Clause **V. DEFINITIONS** (h) **Damages** is amended to delete the word "and" in subsection (1) and add the following:

- (3) Punitive Damages; however, punitive damages awarded for vicarious liability of the **Insured's** are insurable under Illinois law.

In applying the foregoing, the insurability of Penalties under this Policy shall be in accordance with the law in the applicable venue that most favors coverage for such Penalties, provided that, Penalties are not insurable under the laws of the state of Illinois.

6. Clause **V. DEFINITIONS** (i) **Extended Reporting Period** is amended to delete the reference "12 month."

7. The first sentence of Clause **VI. LIMIT OF LIABILITY A.** is amended to delete the words, “and **Claims Expenses**”.
8. Clause **VI. LIMIT OF LIABILITY B.** is amended to delete the words “and **Claims Expenses**”.
9. Clause **VII. DEDUCTIBLE** is amended to delete the words, “and/or **Claims Expenses**”.
10. Clause **IX. EXTENDED REPORTING PERIOD** is deleted and replaced with the following:

**IX(A). EXTENDED REPORTING PERIOD – INSURING AGREEMENT A.1. PROFESSIONAL LIABILITY**

- A. In the event of a Termination of Coverage for any reason by the Underwriters or the **Named Insured** and Insuring Agreement A.1. applies solely to this Policy, the **Named Insured** designated in Item 1. of the Declarations shall have the right to purchase an **Extended Reporting Period**, for the premium stated in Item 5. (b) of the Declarations, with respect to all **Claims** first made against any **Insured** and reported in writing to the Underwriters during the **Extended Reporting Period**, and arising out of any act, error, or omission committed on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein.

In the event Insuring Agreement A. 1. applies solely to this Policy, providing Professional Liability coverage as stated in the Policy herein, the **Named Insured** will be offered an **Extended Reporting Period** for the duration of twelve (12) months, in addition to other options being offered. The premium for the **Extended Reporting Period** shall be priced as a factor of the expiring annual premium..

- B. The Limit of Liability for the **Extended Reporting Period** available pursuant to Insuring Agreement I.A. shall be part of, and not in addition to, the Underwriters’ Limit of Liability for the **Policy Period**.
- C. As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for this Policy must be paid and any money paid for the **Extended Reporting Period** will be applied first to any amount owing for the **Policy Period**. The right to purchase the **Extended Reporting Period** shall terminate unless written notice together with full payment of the premium for the **Extended Reporting Period** is given to the Underwriters within thirty (30) days from the effective date of the Termination of Coverage in the event that Insuring Agreement A. 1. applies solely to this Policy. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Extended Reporting Period**. Any **Extended Reporting Period** shall apply only in regard to that coverage subject to the Termination of Coverage. If the Termination of Coverage is due only to a decrease in the aggregate Limit of Liability, the aggregate Limit of Liability for the Automatic and any purchased **Extended Reporting Period** shall be no greater than the amount of such decrease.
- D. The **Extended Reporting Period** shall be non-cancelable except for nonpayment of premium, and the entire premium for the **Extended Reporting Period** shall be deemed fully earned at inception. If similar insurance to that provided by this Policy is in force during the **Extended Reporting Period**, the coverage afforded by this Policy shall be excess over any such valid and collectible insurance.
- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 7. of the Declarations.

**IX(B). EXTENDED REPORTING PERIOD – INSURING AGREEMENTS A.1 AND A.2.  
PROFESSIONAL LIABILITY AND GENERAL LIABILITY/PRODUCTS LIABILITY**

- A. In the event of a Termination of Coverage for any reason by the Underwriters or the **Named Insured** and Insuring Agreements A.1. and A.2. apply to this Policy, the **Named Insured** designated in Item 1. of the Declarations shall have the right to purchase an **Extended Reporting Period**, for the premium stated in Item 5. (b) of the Declarations, with respect to all **Claims** first made against any **Insured** and reported in writing to the Underwriters during the **Extended Reporting Period**, and arising out of any act, error, or omission committed on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein.

In the event Insuring Agreements A. 1. and A. 2 apply to this Policy, providing both Professional Liability and General Liability/Products Liability coverage as stated in the Policy herein, the **Named Insured** will be offered an **Extended Reporting Period** for an unlimited duration, in addition to other options being offered. The premium for the **Extended Reporting Period** shall be priced as a factor of the expiring annual premium. The premium for the **Extended Reporting Period** for an unlimited duration shall be capped at two-hundred percent (200%) of the annual premium.

- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Underwriters' Limit of Liability for the **Policy Period**. However, in the event an **Extended Reporting Period** for an unlimited duration is applicable to this Policy, the Limit of Liability for the **Extended Reporting Period** shall be reinstated in the amount of one-hundred percent (100%) of the aggregate expiring Limit of Liability.
- C. As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for this Policy must be paid and any money paid for the **Extended Reporting Period** will be applied first to any amount owing for the **Policy Period**. The right to purchase the **Extended Reporting Period** shall terminate unless written notice together with full payment of the premium for the **Extended Reporting Period** is given to the Underwriters within sixty (60) days from the effective date of the Termination of Coverage in the event that Insuring Agreements A. 1. And A. 2. apply to this Policy. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Extended Reporting Period**. Any **Extended Reporting Period** shall apply only in regard to that coverage subject to the Termination of Coverage. If the Termination of Coverage is due only to a decrease in the aggregate Limit of Liability, the aggregate Limit of Liability for the Automatic and any purchased **Extended Reporting Period** shall be no greater than the amount of such decrease.
- D. The **Extended Reporting Period** shall be non-cancelable except for nonpayment of premium, and the entire premium for the **Extended Reporting Period** shall be deemed fully earned at inception. If similar insurance to that provided by this Policy is in force during the **Extended Reporting Period**, the coverage afforded by this Policy shall be excess over any such valid and collectible insurance.
- E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 7. of the Declarations.

11. Clause **X. OTHER INSURANCE** is deleted in its entirety and replaced by the following:

To the extent that the **Insured's** have other insurance similar to the Insurance afforded by this Policy, the Underwriters shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the applicable Limit of Liability stated in the Declarations bears to the total applicable Limit of Liability available under all such valid and collectible insurance for such **Damages** and **Claims Expenses**. The insurance under this Policy shall apply in excess of any self insured retention or deductible portion of such other insurance. This provision shall not apply to other insurance that is written only as specific excess insurance over the Policy Aggregate Limit or any other applicable Limit of Liability of this Policy.

12. Clause **XI. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** A. is amended by deleting the word "immediately" and replacing such word with the phrase, "as soon as reasonably practicable".

13. Clause **XIX. CANCELLATION** B. is deleted and replaced with the following:

- B. If this Policy has been in effect for less than sixty (60) days and is not a renewal Policy, the Underwriters may cancel this Policy for any reason by mailing to the **Named Insured** at the address shown in the Declarations, and any mortgagee or lienholder if applicable, written notice of cancellation. Such notice shall be given at least thirty (30) days prior to the effective date of cancellation. However, if the reason for cancellation is the failure to pay premium when due, such notice shall be given to the **Named Insured** at the address shown in the Declarations, and any mortgagee or lienholder if applicable, at least ten (10) days prior to the effective date of cancellation.

If this Policy has been in effect for at least sixty (60) days or is a renewal Policy, the Underwriters may cancel this Policy by providing sixty (60) days' written notice to the **Named Insured**, and any mortgagee or lienholder if applicable, and only for any of the following reasons:

1. nonpayment of premium;
2. the Policy was obtained through a material misrepresentation;
3. any **Insured** violated any of the terms and conditions of the Policy;
4. the risk originally accepted has measurably increased;
5. certification to the Director of the loss of reinsurance by the Underwriters which provided coverage to the Underwriters for all or a substantial part of the underlying risk insured; or
6. a determination by the Director that the continuation of the Policy could place the Underwriters in violation of the insurance laws of the state of Illinois.

If the Underwriters cancel this Policy for any of the reasons set forth in 2. through 6. above, the Insurer shall mail written notice to the **Named Insured**, and any mortgagee or lienholder if applicable, at least sixty (60) days before the effective date of cancellation. If the Underwriters cancel this Policy for the reason set forth in 1. above, the Underwriters shall mail written notice to the **Named Insured**, and any lienholder or mortgagee if applicable, at least ten (10) days before the effective date of cancellation. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

14. Clause **XIX. CANCELLATION** D. is deleted and replaced with the following:
- D. If the Underwriters decide not to renew this Policy, the Underwriters shall provide written notice via certified mail to the **Named Insured**, at the **Named Insured's** last known address, and by mailing a copy of such notice to the **Named Insured's** broker, if known, or the agent of record and to the mortgagee or lien holder, if any, at the last mailing address known by the Underwriters at least sixty (60) days before the end of the **Policy Period**. The notice of nonrenewal shall state the reason for nonrenewal. Earned premium for any period of coverage that extends beyond the Policy's expiration date shall be calculated pro rata based on the previous years' premium.
15. Clause **XIX. CANCELLATION** is amended by the addition of the following:
- E. The mailing or delivery of a nonrenewal notice shall be sufficient proof of notice. If the notice of nonrenewal is mailed less than sixty (60) days before the end of the **Policy Period**, then the coverage provided to the **Named Insured** will remain in effect until notice is given or until the **Named Insured** obtains replacement coverage, whichever occurs first.

This Amendatory Endorsement takes precedence over any provision in this Policy, including any endorsements to this Policy whenever added, to the extent that such provision is inconsistent with the provisions of this Amendatory Endorsement, unless such provision complies with the requirements of the applicable Insurance Laws and Regulations.

All other terms and conditions of this Policy remain unchanged.

---

Authorized Representative

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> referred to in this endorsement as either the "Insurer" or the "Underwriters"

**AMEND LIMITS OF LIABILITY ENDORSEMENT-ILLINOIS**

This endorsement modifies insurance provided under the following:

**MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY AND GENERAL LIABILITY (INCLUDING PRODUCTS LIABILITY) INSURANCE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is deleted in its entirety and replaced with the following:

**Item 3 Limit of Liability:**

The total Limit of Liability of the Underwriters, including Damages and Claims Expenses, for all Claims first made against the Insured and reported in writing to the Underwriters during the Policy Period shall not exceed:

Professional Liability Tower

- (a) US\$<limit> Each Claim
- (b) US\$<limit> Professional Liability Term Aggregate

General Liability Tower

- (a) US\$<limit> Each Occurrence
- (b) US\$<limit> General Liability/Products Liability Term Aggregate

2. The Limits of Liability set forth in Item 3(a) and 3(b) of the Declarations for the Professional Liability Tower of the Declarations shall apply separately from the Limits of Liability shown in Items 3(a) and 3(b) of the Declarations for the General Liability/Products Liability Tower. Under no circumstances shall any one **Claim** trigger both the Professional Liability and the General Liability/Products Liability Towers.
3. In the event that Employee Benefits Liability coverage is provided by endorsement to this Policy, the Employee Benefits Liability coverage will be applicable to the General Liability/Products Liability Tower only.

All other terms and conditions of this Policy remain unchanged.

---

Authorized Representative

## Evelyn Perran

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**From:** Oksana Walczok  
**Sent:** Wednesday, November 14, 2012 11:28 AM  
**To:** Evelyn Perran; John Gill - US  
**Subject:** FW: Officer Biographical Affidavit - Beazley Insurance Company, Inc., NAIC #37540

Please see response below.

Thank you,

Oksana Walczok  
Regulatory and Compliance

BEAZLEY USA

t: +1 (860) 677-3706  
f: +1 (860) 679-0247  
a: 30 Batterson Park Road, Farmington CT 06032  
e: [oksana.walczok@beazley.com](mailto:oksana.walczok@beazley.com)  
w: [www.beazley.com](http://www.beazley.com)

---

**From:** Trader, Amy [<mailto:Amy.Trader@illinois.gov>]  
**Sent:** Wednesday, November 14, 2012 11:22 AM  
**To:** Oksana Walczok  
**Subject:** RE: Officer Biographical Affidavit - Beazley Insurance Company, Inc., NAIC #37540

This is acceptable. Thank you.

*Amy Trader*  
*Illinois Department of Insurance*  
*320 West Washington, 4th Floor*  
*Springfield, IL 62767-0001*  
*217-782-4701*  
[amy.trader@illinois.gov](mailto:amy.trader@illinois.gov)

---

**From:** Oksana Walczok [<mailto:Oksana.Walczok@beazley.com>]  
**Sent:** Wednesday, November 14, 2012 9:35 AM  
**To:** Trader, Amy  
**Cc:** Evelyn Perran; John Gill - US  
**Subject:** Officer Biographical Affidavit - Beazley Insurance Company, Inc., NAIC #37540

Beazley Insurance Company, Inc.  
NAIC #37540  
Officer Biographical Affidavit – Foreign Insurer  
-----

Dear Ms. Trader,

I reference the above-captioned matter.

Please find a copy of a biographical affidavit for Christine P. Oldridge. Ms. Oldridge serves as Secretary of Beazley Insurance Company, Inc., a Connecticut domiciled insurer licensed to do business in Illinois. I trust this is sufficient to update our file. Please confirm.

Best regards,

Oksana Walczok  
Regulatory and Compliance

BEAZLEY USA

t: +1 (860) 677-3706  
f: +1 (860) 679-0247  
a: 30 Batterson Park Road, Farmington CT 06032  
e: [oksana.walczok@beazley.com](mailto:oksana.walczok@beazley.com)  
w: [www.beazley.com](http://www.beazley.com)

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Beazley Furlonge Limited, Beazley Solutions Limited and Beazley Underwriting Services Limited are members of the Beazley Group.

Beazley Furlonge Limited (Company registration number 01893407) is a managing agent for Syndicates at Lloyd's and is authorised and regulated by the Financial Services Authority. Beazley Solutions Limited (Company registration number 033851561) is an appointed representative of Beazley Furlonge Limited. Beazley Underwriting Services Limited (Company registration number 04043270) is a service company of Beazley Furlonge Limited and is authorised and regulated by the Financial Services Authority. The above companies are registered in England and Wales at Plantation Place South, 60 Great Tower Street, London EC3R 5AD.

**State:** Illinois **Filing Company:** Beazley Insurance Company, Inc.  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations  
**Product Name:** Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance  
**Project Name/Number:** /BICI0176-IL(R)

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/16/2012		Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	10/17/2012	Beazley MMP Rating Plan - IL SEP - 10-2012.pdf (Superseded)
09/07/2012		Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	10/16/2012	Beazley MMP Rating Plan - IL SEP - 09-2012.pdf (Superseded)
05/24/2012		Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	09/07/2012	Beazley MMP Rating Plan - IL SEP - 05-2012.pdf (Superseded)
04/03/2012		Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	05/24/2012	Beazley MMP Rating Plan - IL SEP - 04-2012.pdf (Superseded)
03/02/2012		Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	04/03/2012	Beazley MMP Rating Plan - IL SEP - 03-2012.pdf (Superseded)
02/17/2012		Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	03/02/2012	Beazley MMP Rating Plan - IL SEP - 02-2012.pdf (Superseded)

**SERFF Tracking #:**

BEAZ-127371281

**State Tracking #:**

BEAZ-127371281

**Company Tracking #:**

BICI0176-IL(R)

**State:**

Illinois

**Filing Company:**

Beazley Insurance Company, Inc.

**TOI/Sub-TOI:**

11.2 Med Mal-Claims Made Only/11.2000 Med Mal Sub-TOI Combinations

**Product Name:**

Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Claims Made and Reported Insurance

**Project Name/Number:**

/BICI0176-IL(R)

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/27/2012		Rate	Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program Illinois State Exception Page	02/17/2012	Beazley MMP Rating Plan - IL SEP - 01-2012.pdf (Superceded)
01/27/2012		Supporting Document	Revised Illinois Amendatory Endorsement	02/17/2012	A00665IL 012012 ed .pdf (Superceded)

# Beazley Insurance Company, Inc.

## Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

### ILLINOIS STATE EXCEPTION PAGES

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **E Policy Writing Minimum Premiums** is deleted and replaced with the following:

#### **E. Policy Writing Minimum Premiums**

Each policy is subject to the below minimum premium based on the policy limit provided:

Limit (000)	Min Premium
100/300	\$500
200/600	\$500
250/500	\$500
250/750	\$500
500/500	\$750
500/750	\$750
500/1,000	\$750
1,000/1,000	\$1000
1,000/3,000	\$1000
2,000/2,000	\$1250
2,000/4,000	\$1250
3,000/3,000	\$1550
4,000/4,000	\$1850
5,000/5,000	\$2100

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:

The premium for ERP coverage will be earned in accordance with the schedule listed below:

#### **H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy issuance. Premiums for each period option shall be:

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 225% of policy premium in effect at policy issuance

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

An Extended Reporting Period of unlimited duration will be offered in addition to the below options. The premium for the unlimited duration Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 195% of policy premium in effect at policy issuance

Unlimited at 200% of policy premium in effect at policy issuance

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Paragraph **K. Individual Risk Situations, Item A. Refer to Company** is deleted and replaced with the following:

**K. Individual Risk Situations**

A. Refer to Company

1. Rating or classifying

Refer to home office for rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk.
- b. The coverage to be written is broader than that contained in the standard Policy, and will be modified by endorsement(s).
- c. There is proof that, for a specific coverage, the named risk is qualified in this state for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or
- d. The risk develops \$50,000 or more annual manual basic limit premium individually or in combination with other products.

2. Restriction of Coverage

Refer to home office if an insuring agreement providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions**:

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors**:

Step 11, the characteristic **Territory of Operations** is amended to include the following:

Tier 1 Counties: Cook, Madison and St. Claire

Tier 2 Counties: DuPage, Jackson, Kane, Lake, McHenry, Vermillion and Will

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IN	HI
		AZ	ID	OH	MA	AR	NH	KY	NE
		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

The following is added to Step 12. **Increased Limit Factor:**

**Step 12: Increased Limit Factor**

Increased Limit Factors, if selected will apply to both the Professional Liability coverage and the General Liability coverage as appropriate.

Step 13 **Coverage Amendments, Item 8. Twin Towers Endorsement** is deleted and replaced with the following:

**Step 13: Coverage Amendments, Item 8 Twin Towers Endorsement**

Endorsement E03517IL 032012 ed., Amend Limits of Liability Endorsement-Illinois (Twin Towers endorsement) allows separate limits of liability and is provided as a mandatory endorsement in Illinois at no additional charge. With the use of this mandatory endorsement E03515IL 032012 ed., the policy will not be written with combined limits.

If the Insured chooses to remove Endorsement E03517IL 032012 ed., the Final Premium shall be credited by 5%.

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **E Policy Writing Minimum Premiums** is deleted and replaced with the following:

**E. Policy Writing Minimum Premiums**

Each policy is subject to the below minimum premium based on the policy limit provided:

Limit (000)	Min Premium
100/300	\$500
200/600	\$500
250/500	\$500
250/750	\$500
500/500	\$750
500/750	\$750
500/1,000	\$750
1,000/1,000	\$1000
1,000/3,000	\$1000
2,000/2,000	\$1250
2,000/4,000	\$1250
3,000/3,000	\$1550
4,000/4,000	\$1850
5,000/5,000	\$2100

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:

The premium for ERP coverage will be earned in accordance with the schedule listed below:

**H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy issuance. Premiums for each period option shall be:

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 225% of policy premium in effect at policy issuance

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

An Extended Reporting Period of unlimited duration will be offered in addition to the below options. The premium for the unlimited duration Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 195% of policy premium in effect at policy issuance

Unlimited at 200% of policy premium in effect at policy issuance

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Paragraph **K. Individual Risk Situations, Item A. Refer to Company** is deleted and replaced with the following:

**K. Individual Risk Situations**

A. Refer to Company

1. Rating or classifying

Refer to home office for rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk.
- b. The coverage to be written is broader than that contained in the standard Policy, and will be modified by endorsement(s).
- c. There is proof that, for a specific coverage, the named risk is qualified in this state for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or
- d. The risk develops \$50,000 or more annual manual basic limit premium individually or in combination with other products.

2. Restriction of Coverage

Refer to home office if an insuring agreement providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions**:

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors**:

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IN	HI
		AZ	ID	OH	MA	AR	NH	KY	NE
		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

The following is added to Step 12. **Increased Limit Factor**:

**Step 12: Increased Limit Factor**

Increased Limit Factors, if selected will apply to both the Professional Liability coverage and the General Liability coverage as appropriate.

Step 13 **Coverage Amendments, Item 8. Twin Towers Endorsement** is deleted and replaced with the following:

**Step 13: Coverage Amendments, Item 8 Twin Towers Endorsement**

Endorsement E03517IL 032012 ed., Amend Limits of Liability Endorsement-Illinois (Twin Towers endorsement) allows separate limits of liability and is provided as a mandatory endorsement in Illinois at no additional charge. With the use of this mandatory endorsement E03515IL 032012 ed., the policy will not be written with combined limits.

If the Insured chooses to remove Endorsement E03517IL 032012 ed., the Final Premium shall be credited by 5%.

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **E Policy Writing Minimum Premiums** is deleted and replaced with the following:

**E. Policy Writing Minimum Premiums**

Each policy is subject to the below minimum premium based on the policy limit provided:

Limit (000)	Min Premium
100/300	\$500
200/600	\$500
250/500	\$500
250/750	\$500
500/500	\$750
500/750	\$750
500/1,000	\$750
1,000/1,000	\$1000
1,000/3,000	\$1000
2,000/2,000	\$1250
2,000/4,000	\$1250
3,000/3,000	\$1550
4,000/4,000	\$1850
5,000/5,000	\$2100

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:

The premium for ERP coverage will be earned in accordance with the schedule listed below:

**H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy issuance. Premiums for each period option shall be:

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 225% of policy premium in effect at policy issuance

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

An Extended Reporting Period of unlimited duration will be offered in addition to the below options. The premium for the unlimited duration Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 195% of policy premium in effect at policy issuance

Unlimited at 200% of policy premium in effect at policy issuance

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Paragraph **K. Individual Risk Situations, Item A. Refer to Company** is deleted and replaced with the following:

**K. Individual Risk Situations**

A. Refer to Company

1. Rating or classifying

Refer to home office for rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk.
- b. The coverage to be written is broader than that contained in the standard Policy, and will be modified by endorsement(s).
- c. There is proof that, for a specific coverage, the named risk is qualified in this state for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or
- d. The risk develops \$50,000 or more annual manual basic limit premium individually or in combination with other products.

2. Restriction of Coverage

Refer to home office if an insuring agreement providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions**:

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors**:

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IN	HI
		AZ	ID	OH	MA	AR	NH	KY	NE
		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

The following is added to Step 12. **Increased Limit Factor**:

**Step 12: Increased Limit Factor**

Increased Limit Factors, if selected will apply to both the Professional Liability coverage and the General Liability coverage as appropriate.

Step 13 **Coverage Amendments, Item 8. Twin Towers Endorsement** is deleted and replaced with the following:

**Step 13: Coverage Amendments, Item 8 Twin Towers Endorsement**

Endorsement E03517IL 032012 ed., Amend Limits of Liability Endorsement-Illinois (Twin Towers endorsement) allows separate limits of liability and is provided as a mandatory endorsement in Illinois at no additional charge.

If the Insured chooses to remove Endorsement E03517IL 032012 ed., the Final Premium shall be credited by 5%.

# Beazley Insurance Company, Inc.

## Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

### ILLINOIS STATE EXCEPTION PAGES

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **E Policy Writing Minimum Premiums** is deleted and replaced with the following:

#### **E. Policy Writing Minimum Premiums**

Each policy is subject to the below minimum premium based on the policy limit provided:

Limit (000)	Min Premium
100/300	\$500
200/600	\$500
250/500	\$500
250/750	\$500
500/500	\$750
500/750	\$750
500/1,000	\$750
1,000/1,000	\$1000
1,000/3,000	\$1000
2,000/2,000	\$1250
2,000/4,000	\$1250
3,000/3,000	\$1550
4,000/4,000	\$1850
5,000/5,000	\$2100

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:

The premium for ERP coverage will be earned in accordance with the schedule listed below:

#### **H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy issuance. Premiums for each period option shall be:

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 225% of policy premium in effect at policy issuance

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

An Extended Reporting Period of unlimited duration will be offered in addition to the below options. The premium for the unlimited duration Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 195% of policy premium in effect at policy issuance

Unlimited at 200% of policy premium in effect at policy issuance

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Paragraph **K. Individual Risk Situations, Item A. Refer to Company** is deleted and replaced with the following:

**K. Individual Risk Situations**

A. Refer to Company

1. Rating or classifying

Refer to home office for rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk.
- b. The coverage to be written is broader than that contained in the standard Policy, and will be modified by endorsement(s).
- c. There is proof that, for a specific coverage, the named risk is qualified in this state for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or
- d. The risk develops \$50,000 or more annual manual basic limit premium individually or in combination with other products.

2. Restriction of Coverage

Refer to home office if an insuring agreement providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions**:

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors**:

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
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		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

The following is added to Step 12. **Increased Limit Factor**:

**Step 12: Increased Limit Factor**

Increased Limit Factors, if selected will apply to both the Professional Liability coverage and the General Liability coverage as appropriate.

Step 13 **Coverage Amendments, Item 8. Twin Towers Endorsement** is deleted and replaced with the following:

**Step 13: Coverage Amendments, Item 8 Twin Towers Endorsement**

Endorsement E03517IL 032012 ed., Amend Limits of Liability Endorsement-Illinois (Twin Towers endorsement) is provided as a mandatory endorsement in Illinois.

If the Insured chooses to remove Endorsement E03517IL 032012 ed., the Final Premium shall be credited by 5%.

# Beazley Insurance Company, Inc.

## Miscellaneous Medical Professional Liability and General Liability (Including Products Liability) Program

### ILLINOIS STATE EXCEPTION PAGES

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **E Policy Writing Minimum Premiums** is deleted and replaced with the following:

#### **E. Policy Writing Minimum Premiums**

Each policy is subject to the below minimum premium based on the policy limit provided:

Limit (000)	Min Premium
100/300	\$500
200/600	\$500
250/500	\$500
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500/500	\$750
500/750	\$750
500/1,000	\$750
1,000/1,000	\$1000
1,000/3,000	\$1000
2,000/2,000	\$1250
2,000/4,000	\$1250
3,000/3,000	\$1550
4,000/4,000	\$1850
5,000/5,000	\$2100

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:

The premium for ERP coverage will be earned in accordance with the schedule listed below:

#### **H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy issuance. Premiums for each period option shall be:

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

36 months at 225% of policy premium in effect at policy issuance

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

An Extended Reporting Period of unlimited duration will be offered in addition to the below options. The premium for the unlimited duration Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

12 months at 100% of policy premium in effect at policy issuance

24 months at 175% of policy premium in effect at policy issuance

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Unlimited at 200% of policy premium in effect at policy issuance

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Paragraph **K. Individual Risk Situations, Item A. Refer to Company** is deleted and replaced with the following:

**K. Individual Risk Situations**

**A. Refer to Company**

1. Rating or classifying

Refer to home office for rating or classifying any risk or exposure for which:

- a. The manual rate or applicable classification is clearly demonstrated to be inappropriate because of a unique or unusual feature of the risk.
- b. The coverage to be written is broader than that contained in the standard Policy, and will be modified by endorsement(s).
- c. There is proof that, for a specific coverage, the named risk is qualified in this state for placement of such insurance with an unauthorized insurer, and the insured agrees to the proposed rate or premium to be charged; or
- d. The risk develops \$50,000 or more annual manual basic limit premium individually or in combination with other products.

2. Restriction of Coverage

Refer to home office if an insuring agreement providing the insurance contemplated by an applicable classification and rate is endorsed to restrict coverage for hazards not common to all risks within the class.

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions**:

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors**:

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IN	HI
		AZ	ID	OH	MA	AR	NH	KY	NE
		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:  
The premium for ERP coverage will be earned in accordance with the schedule listed below:

**H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy inception. Premiums for each period option shall be:

- 12 months at 100% of policy premium in effect at policy inception
- 24 months at 175% of policy premium in effect at policy inception
- 36 months at 225% of policy premium in effect at policy inception

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

An Extended Reporting Period of unlimited duration will be offered in addition to the below options. The premium for the unlimited duration Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

- 12 months at 100% of policy premium in effect at policy inception
- 24 months at 175% of policy premium in effect at policy inception
- 36 months at 195% of policy premium in effect at policy inception
- Unlimited at 200% of policy premium in effect at policy inception

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions:**

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors:**

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IN	HI
		AZ	ID	OH	MA	AR	NH	KY	NE
		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

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Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

**Beazley Insurance Company, Inc.**

Miscellaneous Medical Professional Liability and  
General Liability (Including Products Liability) Program

**ILLINOIS STATE EXCEPTION PAGES**

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part I, Rating Rules:**

Paragraph **H. Extended Reporting Period (ERP)** is deleted and replaced with the following:  
The premium for ERP coverage will be earned in accordance with the schedule listed below:

**H. Extended Reporting Period (ERP):**

In the event Insuring Agreement A. 1. (Professional Liability) Applies solely to this Policy:

Standard Extended Reporting Period lengths are twelve (12) months, twenty four (24) months or thirty six (36) months. State laws and regulations regarding minimum reporting periods must be followed. Premium for the Extended Reporting Period is made known to the Insured at Policy inception. Premiums for each period option shall be:

- 12 months at 100% of policy premium in effect at policy inception
- 24 months at 175% of policy premium in effect at policy inception
- 36 months at 225% of policy premium in effect at policy inception

In the event Insuring Agreements A.1. (Professional Liability) and A.2. (General Liability/Products Liability) apply to this Policy:

The Extended Reporting Period will be of unlimited duration. The premium for the Extended Reporting Period shall be priced as a factor of the expiring annual premium and shall be capped at two-hundred percent (200%) of the annual premium.

The following is added to Paragraph **K. Individual Risk Situations, Item C. State Exceptions:**

**K. Individual Risk Situations, C. State Exceptions**

In IL, an individual risk filing to the Illinois Department of Insurance is required.

Exceptions to the Miscellaneous Medical Professional Liability and General Liability **Rating Plan Part II, Rates And Rating Factors:**

Step 11, the **State Modification Limits** table is deleted and replaced with the following:

**State Modification Limits:**

The table below shows the maximum available Schedule Rating credit/debits for each state.

-50/+40	-15/+15	-25/+25			-40/+25	-40/+40		-50/+50	NA <sup>1</sup>
GA	NY <sup>2</sup>	AL	IA	NV	SC	AK	MT	IN	HI
		AZ	ID	OH	MA	AR	NH	KY	NE
		CA	LA <sup>2</sup>	OR		KS	OK	NC	
		CO	VT	PR		MD	PA	NM <sup>3</sup>	
		CT	MI	SD		ME	RI	TN	
		DC	MO	UT		MN	TX	VA	
		DE	ND	WA		MS	WV	WI	
		IL	NJ					WY	

<sup>1</sup> NA = Schedule Rating is not available

<sup>2</sup> Characteristics capped at +/-10%.

<sup>3</sup> Professional liability, contract surety, and D&O coverage not subject to -25/+25 limit, per NMAC 13.8.5.8.F

Effective date of this Endorsement: <Effective Date>  
This Endorsement is attached to and forms a part of Policy Number: <Policy Number>  
<Insurer> Referred to in this endorsement as either the "Insurer" or the "Underwriters"

### ILLINOIS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY AND GENERAL LIABILITY (INCLUDING PRODUCTS LIABILITY) CLAIMS MADE AND REPORTED INSURANCE

1. The first sentence of Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 1. is deleted and replaced with the following:

The Underwriters shall have the right and duty to defend the **Insured**, at the Underwriters expense, for any **Claim** first made against the **Insured** seeking payment under the terms of this insurance, even if any of the allegations of the claim are groundless, false, or fraudulent.

2. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 2. is deleted in its entirety and replaced by the following:

2. **Damages** shall be applied against the Deductible set forth in Item 4. of the Declarations. **Claims Expenses** shall not be applied against such Deductible.

3. Clause **I. INSURING AGREEMENTS** B. Defense and Settlement 4. is amended to delete the words, "and **Claims Expenses**" following the word "**Damages**".

4. **I. INSURING AGREEMENTS** B. Defense and Settlement 7. is deleted in its entirety and replaced with the following:

7. It is further provided that the Underwriters shall not be obligated to pay any **Damages** after the applicable Limit of the Underwriters' Liability has been exhausted by payment of **Damages** or after deposit of the remaining applicable Limit of Liability in a court of competent jurisdiction.

In the event that the Underwriters shall not be obligated to pay **Claims Expenses**, or to undertake or continue defense of any **Claim** under this Policy for any reason, the Underwriters shall tender control of said defense to the **Insured**. In tendering such control, the Underwriters shall provide for the orderly transfer of said defense duties to the **Insured**.

5. Clause **V. DEFINITIONS** (h) **Damages** is amended to delete the word "and" in subsection (1) and add the following:

- (3) Punitive Damages; however, punitive damages awarded for vicarious liability of the **Insured's** are insurable under Illinois law.

In applying the foregoing, the insurability of Penalties under this Policy shall be in accordance with the law in the applicable venue that most favors coverage for such Penalties, provided that, Penalties are not insurable under the laws of the state of Illinois.

6. Clause **V. DEFINITIONS** (i) **Extended Reporting Period** is amended to delete the words "12 month."

7. The first sentence of Clause **VI. LIMIT OF LIABILITY A.** is amended to delete the words, “and **Claims Expenses**”.
8. Clause **VI. LIMIT OF LIABILITY B.** is amended to delete the words “and **Claims Expenses**”.
9. Clause **VII. DEDUCTIBLE** is amended to delete the words, “and/or **Claims Expenses**”.
10. Clause **IX. EXTENDED REPORTING PERIOD** is deleted and replaced with the following:

**IX. EXTENDED REPORTING PERIOD**

- A. In the event of a Termination of Coverage for any reason by the Underwriters or the **Named Insured**, the **Named Insured** designated in Item 1. of the Declarations shall have the right to purchase an **Extended Reporting Period**, for the premium stated in Item 5. (b) of the Declarations, with respect to all **Claims** first made against any **Insured** and reported in writing to the Underwriters during the **Extended Reporting Period**, and arising out of any act, error, or omission committed on or after the **Retroactive Date** and before the end of the **Policy Period**, subject to the conditions set forth in the definition of **Extended Reporting Period** herein.

In the event Insuring Agreement A. 1 applies solely to this Policy, the **Named Insured** will be offered an **Extended Reporting Period** for the duration of twelve (12) months, in addition to other options being offered. In the event Insuring Agreements A. 1. and A. 2. apply to this Policy, the **Named Insured** will be offered an **Extended Reporting Period** of an unlimited duration, in addition to other options being offered. The premium for the **Extended Reporting Period** shall be priced as a factor of the expiring annual premium. The premium for the **Extended Reporting Period** shall be capped at two-hundred percent (200%) of the annual premium in the event Insuring Agreements A. 1. and A. 2. apply to this Policy.

- B. The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to, the Underwriters' Limit of Liability for the **Policy Period**. However, in the event an **Extended Reporting Period** for an unlimited duration is applicable to this Policy, the Limit of Liability for the **Extended Reporting Period** shall be reinstated in the amount of one-hundred percent (100%) of the aggregate expiring Limit of Liability.
- C. As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for this Policy must be paid and any money paid for the **Extended Reporting Period** will be applied first to any amount owing for the **Policy Period**. The right to purchase the **Extended Reporting Period** shall terminate unless written notice together with full payment of the premium for the **Extended Reporting Period** is given to the Underwriters within thirty (30) days from the effective date of the Termination of Coverage in the event that Insuring Agreement A. 1. applies solely to this Policy. However, in the event Insuring Agreements A. 1. and A. 2. apply to this Policy, the right to purchase the **Extended Reporting Period** shall terminate unless written notice together with full payment of the premium for the **Extended Reporting Period** is given to the Underwriters within sixty (60) days from the effective date of the Termination of Coverage. If such notice and premium payment is not so given to the Underwriters, there shall be no right to purchase the **Extended Reporting Period**. Any **Extended Reporting Period** shall apply only in regard to that coverage subject to the Termination of Coverage. If the Termination of Coverage is due only to a decrease in the aggregate Limit of Liability, the aggregate Limit of Liability for the Automatic and any purchased **Extended Reporting Period** shall be no greater than the amount of such decrease.
- D. The **Extended Reporting Period** shall be non-cancelable except for nonpayment of premium, and the entire premium for the **Extended Reporting Period** shall be deemed

fully earned at inception. If similar insurance to that provided by this Policy is in force during the **Extended Reporting Period**, the coverage afforded by this Policy shall be excess over any such valid and collectible insurance.

E. All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the Underwriters through the entity named in Item 7. of the Declarations.

11. Clause **X. OTHER INSURANCE** is deleted in its entirety and replaced by the following:

To the extent that the **Insured's** have other insurance similar to the Insurance afforded by this Policy, the Underwriters shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the applicable Limit of Liability stated in the Declarations bears to the total applicable Limit of Liability available under all such valid and collectible insurance for such **Damages** and **Claims Expenses**. The insurance under this Policy shall apply in excess of any self insured retention or deductible portion of such other insurance. This provision shall not apply to other insurance that is written only as specific excess insurance over the Policy Aggregate Limit or any other applicable Limit of Liability of this Policy.

12. Clause **XI. NOTICE OF CLAIM, OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** A. is amended by deleting the word "immediately" and replacing such word with the phrase, "as soon as reasonably practicable".

13. Clause **XIX. CANCELLATION** B. is deleted and replaced with the following:

B. If this Policy has been in effect for less than sixty (60) days and is not a renewal Policy, the Underwriters may cancel this Policy for any reason by mailing to the **Named Insured** at the address shown in the Declarations, and any mortgagee or lienholder if applicable, written notice of cancellation. Such notice shall be given at least thirty (30) days prior to the effective date of cancellation. However, if the reason for cancellation is the failure to pay premium when due, such notice shall be given to the **Named Insured** at the address shown in the Declarations, and any mortgagee or lienholder if applicable, at least ten (10) days prior to the effective date of cancellation.

If this Policy has been in effect for at least sixty (60) days or is a renewal Policy, the Underwriters may cancel this Policy by providing sixty (60) days' written notice to the **Named Insured**, and any mortgagee or lienholder if applicable, and only for any of the following reasons:

1. nonpayment of premium;
2. the Policy was obtained through a material misrepresentation;
3. any **Insured** violated any of the terms and conditions of the Policy;
4. the risk originally accepted has measurably increased;
5. certification to the Director of the loss of reinsurance by the Underwriters which provided coverage to the Underwriters for all or a substantial part of the underlying risk insured; or
6. a determination by the Director that the continuation of the Policy could place the Underwriters in violation of the insurance laws of the state of Illinois.

If the Underwriters cancel this Policy for any of the reasons set forth in 2. through 6. above, the Insurer shall mail written notice to the **Named Insured**, and any mortgagee or lienholder if applicable, at least sixty (60) days before the effective date of cancellation. If the Underwriters cancel this Policy for the reason set forth in 1. above, the Underwriters shall mail written notice to the **Named Insured**, and any lienholder or mortgagee if applicable, at least ten (10) days before the effective date of cancellation. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the

effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

14. Clause **XIX. CANCELLATION** D. is deleted and replaced with the following:

D. If the Underwriters decide not to renew this Policy, the Underwriters shall provide written notice via certified mail to the **Named Insured**, at the **Named Insured's** last known address, and by mailing a copy of such notice to the **Named Insured's** broker, if known, or the agent of record and to the mortgagee or lien holder, if any, at the last mailing address known by the Underwriters at least sixty (60) days before the end of the **Policy Period**. The notice of nonrenewal shall state the reason for nonrenewal. Earned premium for any period of coverage that extends beyond the Policy's expiration date shall be calculated pro rata based on the previous years' premium.

15. Clause **XIX. CANCELLATION** is amended by the addition of the following:

E. The mailing or delivery of a nonrenewal notice shall be sufficient proof of notice. If the notice of nonrenewal is mailed less than sixty (60) days before the end of the **Policy Period**, then the coverage provided to the **Named Insured** will remain in effect until notice is given or until the **Named Insured** obtains replacement coverage, whichever occurs first.

This Amendatory Endorsement takes precedence over any provision in this Policy, including any endorsements to this Policy whenever added, to the extent that such provision is inconsistent with the provisions of this Amendatory Endorsement, unless such provision complies with the requirements of the applicable Insurance Laws and Regulations.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative