

State: Illinois **Filing Company:** Professional Solutions Insurance Company
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice
Product Name: Dental Professional Liability
Project Name/Number: 2013 Dental Rewrite and Cyber Revision/

Filing at a Glance

Company: Professional Solutions Insurance Company
Product Name: Dental Professional Liability
State: Illinois
TOI: 11.0 Medical Malpractice - Claims Made/Occurrence
Sub-TOI: 11.0006 Dentists - General Practice
Filing Type: Rule
Date Submitted: 06/10/2013
SERFF Tr Num: NCMA-129056821
SERFF Status: Closed-Filed
State Tr Num: NCMA-129056821
State Status:
Co Tr Num: 2013 DENTAL REWRITE AND CYBER REVISION - RULE - IL

Effective Date: 10/01/2013
Requested (New):
Effective Date: 10/01/2013
Requested (Renewal):
Author(s): Jacquie Anderson, Juli Frank, Kyle Nielsen, Emily Harper
Reviewer(s): Gayle Neuman (primary)
Disposition Date: 07/24/2013
Disposition Status: Filed
Effective Date (New): 10/01/2013
Effective Date (Renewal): 10/01/2013

State Filing Description:

State: Illinois **Filing Company:** Professional Solutions Insurance Company
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice
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General Information

Project Name: 2013 Dental Rewrite and Cyber Revision	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 07/24/2013	
State Status Changed:	Deemer Date:
Created By: Kyle Nielsen	Submitted By: Emily Harper
Corresponding Filing Tracking Number:	

Filing Description:

Professional Solutions Insurance Company (PSIC) currently has on file with the Illinois Department of Insurance a claims made and occurrence dental professional liability program. At this time, PSIC is revising our program. Please see the attached explanatory memorandum for a description of the modifications.

Company and Contact

Filing Contact Information

Emily Harper, Compliance Analyst	eharper@ncmic.com
14001 University Avenue	515-313-4717 [Phone]
Clive, IA 50325	

Filing Company Information

Professional Solutions Insurance Company	CoCode: 11127	State of Domicile: Iowa
14001 University Ave	Group Code: 2638	Company Type:
Clive, IA 50235	Group Name:	Property/Casualty
(800) 321-7015 ext. [Phone]	FEIN Number: 42-1520773	State ID Number:

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

State Specific

State: Illinois **Filing Company:** Professional Solutions Insurance Company
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Refer to our checklists prior to submitting filing (http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm):
Invalid link. Reviewed checklist found at http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp

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://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp .: Acknowledged

Medical Malpractice rates/rules may now be submitted using SERFF effective January 1, 2012.: 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 #:

NCMA-129056821

State Tracking #:

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Company Tracking #:

2013 DENTAL REWRITE AND CYBER
REVISION -...

State:

Illinois

Filing Company:

Professional Solutions Insurance Company

TOI/Sub-TOI:

11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:

Dental Professional Liability

Project Name/Number:

2013 Dental Rewrite and Cyber Revision/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	07/24/2013	07/24/2013
Filed	Gayle Neuman	06/25/2013	06/25/2013

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	07/22/2013	07/22/2013
Pending Industry Response	Gayle Neuman	07/19/2013	07/19/2013

Response Letters

Responded By	Created On	Date Submitted
Emily Harper	07/24/2013	07/24/2013
Emily Harper	07/22/2013	07/22/2013

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Rate	State of Illinois Dental Professional Liability Manual Claims Made and Occurrence Coverage	Emily Harper	07/19/2013	07/19/2013
Supporting Document	Rating Manual with Markups- 07/13 Edition	Emily Harper	07/19/2013	07/19/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Rule Filing Update	Note To Reviewer	Emily Harper	07/19/2013	07/19/2013

State: Illinois Filing Company: Professional Solutions Insurance Company
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Disposition

Disposition Date: 07/24/2013
 Effective Date (New): 10/01/2013
 Effective Date (Renewal): 10/01/2013
 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	Request to Maintain Data as Trade Secret Information		Yes
Supporting Document	Manual		Yes
Supporting Document	Rating Manual with Markups- 07/13 Edition		Yes
Rate (revised)	State of Illinois Dental Professional Liability Manual Claims Made and Occurrence Coverage		Yes
Rate	State of Illinois Dental Professional Liability Manual Claims Made and Occurrence Coverage		Yes

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Disposition

Disposition Date: 06/25/2013

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Status: Filed

Comment:

Rate data does NOT apply to filing.

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Rate (revised)	State of Illinois Dental Professional Liability Manual Claims Made and Occurrence Coverage		Yes
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State: Illinois **Filing Company:** Professional Solutions Insurance Company
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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/22/2013
Submitted Date	07/22/2013
Respond By Date	07/26/2013

Dear Emily Harper,

Introduction:

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

I am not sure where the three references you referred to are, however on page 4 of the manual under extended reporting period, the first sentence indicates it is issued for an "unlimited time period" so I would have to assume the Network Security & Privacy ERP is also for an unlimited period. Please confirm.

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

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:** Professional Solutions Insurance Company
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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/19/2013
Submitted Date	07/19/2013
Respond By Date	07/26/2013

Dear Emily Harper,

Introduction:

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

Is the Network Security & Privacy ERP that requires payment for a year or an unlimited time? Please add language to clarify that.

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

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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Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/24/2013
Submitted Date 07/24/2013

Dear Gayle Neuman,

Introduction:

Response 1

Comments:

Please see page 9 of the rating manual under the heading "Network Security & Privacy Proceeding Endorsement - PSIC-DDS-18." The language in this section discusses the one-year extended reporting period that is specific to the Network Security & Privacy Proceeding endorsement.

Hopefully this clears up any confusion. Please let me know if you have any questions or concerns.

Thank you,

Emily Harper
Compliance Analyst

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
Emily Harper

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Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/22/2013
Submitted Date	07/22/2013

Dear Gayle Neuman,

Introduction:

Response 1

Comments:

Professional Solutions Insurance Company (PSIC) respectfully requests that the Illinois Department of Insurance accept the additional language to the rating manual as is. The Extending Reporting Period for the Network Privacy & Proceeding Endorsement is for one year not for an indefinite time. After reviewing the language, PSIC notes that the additional language in the rating manual indicates in three places that it is a one year Extended Reporting Period. PSIC believes this language is clear that the Extended Reporting Period is for one year without being redundant.

Please let me know if you have any questions.

Thank you,

Emily Harper
 Compliance Analyst
 Professional Solutions Insurance Company
 515-313-4717

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
Emily Harper

State: Illinois Filing Company: Professional Solutions Insurance Company
 TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice
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Amendment Letter

Submitted Date: 07/19/2013

Comments:
 Professional Solutions Insurance Company has added additional language to its rating manual and is submitting this amendment to file the current version of the rating manual.

Changed Items:
No Form Schedule Items Changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	State of Illinois Dental Professional Liability Manual Claims Made and Occurrence Coverage		Replacement	NCMA-128171765	07/19/2013 By:
<i>Previous Version</i>					
1	State of Illinois Dental Professional Liability Manual Claims Made and Occurrence Coverage		Replacement	NCMA-128171765	06/10/2013 By: Emily Harper

Supporting Document Schedule Item Changes	
Satisfied - Item:	Rating Manual with Markups- 07/13 Edition
Comments:	Professional Solutions Insurance Company has added some additional language to its rating manual. Please see the attached rating manual with markups indicating the additional language.
Attachment(s):	Illinois Dental Rating Manual 07-2013 Markups.pdf

State: Illinois **Filing Company:** Professional Solutions Insurance Company
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Note To Reviewer

Created By:

Emily Harper on 07/19/2013 08:32 AM

Last Edited By:

Emily Harper

Submitted On:

07/19/2013 08:32 AM

Subject:

Rule Filing Update

Comments:

Professional Solutions Insurance Company is requesting that this filing be reopened for submission of an updated rating manual.

Thank you,

Emily Harper

State: Illinois Filing Company: Professional Solutions Insurance Company
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Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		State of Illinois Dental Professional Liability Manual Claims Made and Occurrence Coverage		Replacement	NCMA-128171765	Illinois Dental Rating Manual 07-2013 Final.pdf

**PROFESSIONAL SOLUTIONS
INSURANCE COMPANY**
STATE OF ILLINOIS
DENTAL PROFESSIONAL LIABILITY MANUAL
CLAIMS MADE AND OCCURRENCE COVERAGE

I. APPLICATION OF THIS MANUAL-ELIGIBILITY

This program covers Dentists engaged in the rendering of professional services specific to their disciplines. Refer to the classification plan for a description of each risk/rating category for dentists.

Employees of Dentists are also included as insureds for their acts while performing duties within the scope of their discipline while under the direction and supervision of the insured named in the coverage summary.

This program also provides coverage for both dental clinics and individual practicing dentists for the liability exposure of a partnership, corporation or professional association on either a separate or shared limit basis. Refer to the professional entity coverage section for a description of the partnership, corporation or professional association rating factors.

II. PREMIUM DETERMINATION

1. Determine the manual rate for the appropriate policy type and territory.
2. Refer to Classification Listing and apply the factor for the appropriate class specialty being rated.
3. Apply the appropriate increase limit factor.
4. If the policy is claims made, apply the appropriate claims made step factor to reach the undiscounted premium.
5. Apply discounts, as appropriate, for part-time or new practitioner.
6. Apply any applicable credits/debits for experience rating.
7. Apply any applicable credits/debits for schedule rating.
8. Apply rounding.
9. Example Premium Calculation:
Assume the full time undiscounted premium is \$1,000. Credits or debits will be applied in consecutive order.
 $\$1,000 \times .95 = \950.00 (Claims Free credit of 5%)
 $\$950.00 \times .95 = \902.50 (Schedule Rating credit of 5%)
 $\$902.50 = \903.00 (Apply rounding)
10. There will be a \$50.00 minimum premium for all dental policies.

III. POLICY PERIOD

The policy period shall be for a one-year term. Insureds added or removed mid-term will be pro-rated.

IV. WHOLE DOLLAR PREMIUM RULE

All premiums shown on the policy and endorsements shall be rounded to the nearest whole dollar. If the premium is .50 or greater, round to next higher whole dollar. If the premium is .49 or less, round down. In the event of cancellation, the return premium shall be rounded to the nearest whole dollar. Rounding is the last step of the premium calculation.

Example: \$1,234.30 is rounded to \$1,234.
\$1,234.60 is rounded to \$1,235.

V. PRACTICE LOCATION

The following parameters will be applied for dental providers who practice in multiple territories or states:

- A. For dental providers providing services under local or conscious sedation and/or facial cosmetics or dental providers classified as Oral & Maxillofacial Pathology, the location of the primary office practice will determine the manual rate.
- B. For dental providers classified as Dental Anesthesiology, Oral & Maxillofacial Radiology or Oral & Maxillofacial Surgery, the location of the primary healthcare facility practice will determine the manual rate.

- C. If a dental provider practices equally in two or more states or territories, the rate from the highest territory or state will be applied.

For the purposes of this section, primary means 51% or more of the dental provider's practice time is spent in the given territory or state.

The insured must be licensed in all states where practicing.

VI. POLICY CANCELLATION

A. Cancellation By the Insured

The insured may cancel the policy by mailing or delivering notice to the Company stating when such cancellation shall be effective.

This policy will remain in full force and effect until its regular anniversary date unless the policy is cancelled sooner by the Company in accordance with the laws of the State of Illinois.

If the insured cancels the policy, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the Company cancels the policy, earned premium shall be computed pro-rata.

B. Cancellation/Non-Renewal By the Company

The Company may cancel or non-renew the policy in accordance with the insurance laws of the State of Illinois. Standard notice will be sent sixty (60) days prior to cancellation or non-renewal, except that in the event of non-payment of premium, then not less than ten (10) days prior notice of cancellation will be given.

VII. PREMIUM PAYMENT OPTIONS

1. Annual
2. Semi-Annual 50% prepayment required
3. Quarterly 25% prepayment required as the initial down payment with remaining payments of 25% each due at 3, 6 & 9 months after policy inception

There is no installment fee charge or interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

VIII. RENEWALS

The policy will be renewed upon receipt of the required premium on or before the date of each successive policy period. The renewal premium shall be based on rates in effect on the renewal or anniversary date. The applicable forms and endorsements must be made a part of the policy. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium.

IX. SPECIAL PROVISIONS

A. Retroactive Coverage – Claims Made Only

This extension covers incidents which occurred subsequent to the prior carrier's retroactive date, but which are neither known nor reported as of the inception date of the replacement coverage written by Professional Solutions Insurance Company. The insured may apply for a Retroactive Date that is equal to the retroactive date shown on the previous policy.

Premium for this extension is derived by rating the policy based upon the claims made step factor determined by using the previous carrier's retroactive date.

B. Automatic Reporting Extension – Claims Made Only

This provision applies when coverage under the policy ends, either by action of the insured or the Company through cancellation, termination or non-renewal.

Under the circumstances stated above, the Company will provide a thirty (30) day Automatic Reporting Extension which allows claims to be reported during this time that result from incidents that happened during the time the coverage was in force. The thirty (30) day Automatic Reporting Extension does not apply if the insured purchases any subsequent insurance that replaces in whole or in part the coverage provided by this policy.

Within thirty (30) days of when the policy coverage terminates, the Company must advise the insured of the availability of Extended Reporting Coverage, the premium cost, and the importance of buying this additional coverage extension, commonly called "Tail Coverage".

The insured will have the greater of sixty (60) days from the date the coverage is terminated, or thirty (30) days from the date of notice, to accept the Extended Reporting Coverage in writing.

C. Extended Reporting Coverage, also called Tail Coverage – Claims Made Only

Extended Reporting Coverage will be provided for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims which arose from incidents, which occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. Extended Reporting Coverage can be applied to individual or entity policies.

The following factors will be applied to the undiscounted mature claims made premium in effect at the time the policy is terminated to calculate the extended reporting endorsement premium:

<u># of Years Completed in Claims Made Program</u>	<u>Tail Factor</u>
1	0.654
2	0.975
3	1.062
4+	1.082

Professional Solutions Insurance Company cannot cancel the Extended Reporting Coverage except for non-payment of the additional premium. Premium is due in full at the time of purchase; no payment plans will be offered.

If the Insured fails to pay the Extended Reporting Endorsement premium when due, the Insured will be liable to the Company for any losses and loss expenses incurred.

The Company provides Extended Reporting Coverage automatically, at no additional charge, in the event that the insured dies or becomes permanently disabled.

The Company also provides Extended Reporting Coverage automatically, at no additional charge, in the event the insured retires at or after age fifty-five (55) and after having been continuously insured with Professional Solutions Insurance Company under a claims made policy for five (5) years. The Extended Reporting Coverage premium will be discounted for insureds who retire at or after age fifty-five (55) with fewer than five (5) years of continuous coverage as follows:

<u># of Years of Continuous Coverage</u>	<u>Extended Reporting Coverage Credit</u>
1 full year	20%
2 full years	40%
3 full years	60%
4 full years	80%

D. Prior Acts Coverage, also called Nose Coverage – Occurrence Only

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured's previous claims made policy will be covered. The limit of liability provided by this option are the only limits that shall be applicable to the time period designated above. This endorsement can be applied to individual or entity policies.

The factors listed below will be applied to the undiscounted mature occurrence premium at the applicable limit of liability in the state in which the insured's previous claims made policy was issued.

<u># of Years in Claims Made Maturity</u>	<u>Nose Factor</u>
1	0.628
2	0.936
3	1.020
4+	1.039

E. Change in Rating Classification – Claims Made Only

In the event of a change in exposure or dental practice classification, a premium charge reflecting the difference between the previous and such new exposure or specialty shall be calculated and collected at the time of such change unless:

1. otherwise eligible for Extended Reporting Coverage at no additional charge;
2. with regard to dental practice classification, both the prior and the current specialty fall within the same class;
3. the exposure or dental practice of the practitioner changed more than 4 years prior while insured under claims made coverage; or
4. the exposure or dental practice of the practitioner changed while insured under occurrence coverage.

F. Locum Tenens

Locum Tenens working in the place of an insured shall be provided coverage at no additional premium, for a period not to exceed sixty (60) days per policy term. A completed application must be submitted to the Company for prior underwriting approval.

X. DISCOUNTS

A. New Practitioner

A new practitioner is defined as a person who has completed his or her training, whose only contact with patients has been in the course of his or her training, and who has not been previously insured by Professional Solutions Insurance Company.

1 st year	50% credit
2 nd year	30% credit
3 rd year	10% credit

Those who receive a new practitioner credit will not be eligible to receive any further credits.

B. Part-Time Practitioner

A practitioner must practice 20 hours or less per week to become eligible for this credit. The credit applied is 50% of the approved base premium.

Those who receive a part-time practitioner credit will not be eligible to receive any further credits.

XI. EXPERIENCE RATING

Claims free credits

A claim is defined as a claim closed with incurred indemnity equal to or greater than \$10,000.00 or allocated loss adjustment expense (ALAE) payments plus any Company established reserves for loss or ALAE exceeding \$50,000.

A claim free credit shall apply if the insured has achieved at least 3 years without a claim.

The following schedule will apply:

3 yrs	5%
4 yrs	10%
5+ yrs	15%

Claims debits

Claim frequency debit criteria: **Debit:**

One (1) claim opened in the past five (5) years:	0%
Two (2) claims opened in the past five (5) years:	50%
Three (3) claims opened in the past five (5) years:	150%

The debit will not be based on an action that was filed or settled more than five (5) years immediately preceding the issuance or renewal of the policy.

Documentation, including copies of judgments, awards or stipulations of settlement will be requested and reviewed where available.

To obtain and verify experience applicable to each prospective insured, the Company will seek claim information from:

- a. The applicant
- b. The agent or broker
- c. All previous insurers with respect to the experience period in question.

XII. SCHEDULE RATING

Professional Solutions Insurance Company will use the following schedule of modifications to determine appropriate premiums for certain insureds, or groups of insureds, who in the opinion of Professional Solutions Insurance Company, uniquely qualify for such modifications because of factors not contemplated in the filed rate structure of the Company.

The premium for a risk may be modified in accordance with the following, subject to a maximum modification of a 25% credit to a 25% debit to recognize risk characteristics that are not reflected in the otherwise applicable premium. All modifications applied under this schedule rating plan are subject to periodic review. The actual determination of the appropriate credit or debit will be determined through the underwriting review of the applicant’s application.

SCHEDULE RATING PROGRAM		Maximum Credit	Maximum Debit
Conscious Sedation	Procedures performed on patients who have been treated with light to moderate conscious sedation, including but not limited to nitrous oxide.	0%	10%
Historical Loss Experience	The frequency or severity of claims for the insured is greater/less than expected experience for an insured of the same classification/size or recognition of unusual	25%	25%

	circumstances of claims in the loss experience.		
Cumulative Years of Patient Experience	The insured demonstrates a stable, longstanding practice and/or significant degree of experience in their current area of medicine.	5%	5%
Classification Anomalies	Characteristics of a particular insured that differentiate the insured from other members of the same class, or recognition of a recent developments within a classification or jurisdiction that are anticipated to impact future loss experience.	25%	25%
Claims Anomalies	Economic, societal or jurisdictional changes or trends that will influence the frequency or severity of claims, or unusual circumstances of a claim(s) which understate/overstate the severity of the claims(s).	10%	10%
Management Control Procedures	Specific operational activities undertaken by the insured to reduce the frequency and/or severity of claims.	10%	10%
Number/Type of Patient Exposures	Size and/or demographics of the patient population which influences the frequency and/or severity of claims.	10%	10%
Organizational Size / Structure	The organization's size and processes are such that economies of scale are achieved while servicing the insured.	5%	5%
Medical Standards, Quality & Claim Review	Presence of a committee that meets on a routine basis to (1) review dental procedures, treatments, and protocols and assist in the integration of such into the practice; (2) assure the quality of the dental care being rendered; and/or (3) provide consistent review of claims/incidents that have occurred and develop corrective action.	10%	10%
Other Risk Management Practices and Procedures	Additional activities undertaken with specific intention of reducing the frequency or severity of claims.	10%	10%
Training, Accreditation & Credentialing	The insured exhibits greater/less than normal participation and support of such activities.	10%	10%
Record – Keeping Practices	Degree to which the insured incorporates methods to maintain quality patient records, referrals, and test results	5%	5%
Utilization of Monitoring Equipment, Diagnostic Tests or Procedures	Demonstrating the willingness to expend the time and capital to incorporate the latest advances in dental treatment and equipment into the practice, or failure to meet accepted standards of care.	10%	10%
Maximum cumulative schedule credit / debit		25%	25%

XIII. ENDORSED COVERAGES – Coverage Options

Active Military Suspension Endorsement – PSIC-DDS-02CM and PSIC-DDS-02OCC

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military duty. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail) while on active military duty.

Additional Interests Endorsement – PSIC-DDS-04

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy. There is no additional charge for this endorsement.

Temporary Leave of Absence Endorsement – PSIC-DDS-05CM and PSIC-DDS-05OCC

This endorsement may be utilized if an insured must take a leave of absence from their practice. Insureds who become disabled or take a leave of absence shall become eligible for suspension of coverage at a rate reduction of 90% of the otherwise applicable rate for the period of disability or leave of absence. The period must extend for a minimum length of sixty (60) days or more up to a maximum of one hundred eighty (180) days or until renewal. The lower premium will apply retroactively to the first day of the disability or leave.

This option provides continued protection to the provider who experiences a temporary interruption in his or her practice (subject to the stated eligibility requirements), for claims arising from acts, errors or omissions which occurred prior to the inception of the disability or leave. There is no coverage for acts, errors or omissions during the leave or disability period. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail).

If disabled, proof of disability must be submitted to the Company for approval, and the calculation of the credit will be on a pro-rata basis for the period of the qualifying disability.

For claims made policies, while on disability or leave, credit toward extended reporting vesting will continue to accrue, and the insured must continue to pay premiums when due.

Eligible Situations For Temporary Leave of Absence: Short-Term Disability, Maternity Leave or any other reason pre-approved by Professional Solutions Insurance Company – does not apply to vacations.

Extended Reporting Endorsement – PSIC-DDS-06 (Claims Made only)

This endorsement provides coverage for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims, which arose from incidents that occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. This endorsement can be applied to group or entity policies.

Prior Acts Endorsement – PSIC-DDS-07 (Occurrence only)

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured's previous claims made policy will be covered.

Accelerated Vesting For Extended Reporting Period Endorsement - PSIC-DDS-08 (Claims Made only)

This endorsement amends the years of continuous coverage requirement for the Extended Reporting Endorsement at no additional charge upon retirement.

Vicarious Liability for Affiliated Dental Provider Endorsement – PSIC-DDS-09

Coverage is provided for the vicarious liability of the affiliated dental provider(s) stated in the endorsement, who at the time of the alleged incident, were not otherwise named as an insured under the policy. There is a 10% additional premium charge for each affiliated dentist that is not insured with Professional Solutions Insurance Company.

Locum Tenens Endorsement – PSIC-DDS-10

This endorsement adds coverage for the substitute dentist listed on the endorsement while an insured dentist is temporarily absent from professional practice. There is no additional premium for this endorsement.

Dentist Slot Endorsement – PSIC-DDS-11 (Claims made only)

A slot is used to accommodate one full-time position for a given specialty in practices with a high position turnover. This endorsement provides one separate limit of liability to be shared by the slot dentists within the same slot position as designated in the endorsement. All slot dentists within a slot position must have the same classification. The premium for the slot position is based on the full-time, mature rate for the given classification.

Full Time Equivalent (FTE) Dentist Endorsement – PSIC-DDS-12 (Claims Made only)

A Full-time Equivalency (FTE) is used to accommodate multiple dentists sharing one or more full-time positions within the given specialty. This endorsement provides one separate limit of liability to be shared by the FTE dentists within the same FTE position as designated in the endorsement. All FTE dentists within an FTE position must have the same classification. The premium for the FTE position is based on the total hours of practice of the FTE position and the full-time, mature rate for the given classification.

Illinois Restricted Practice Endorsement – PSIC-DDS-IL-04

This endorsement excludes the designated specialty, procedure or practice activity for the insured(s) specified on the endorsement. The Named Insured’s signature is required on this endorsement.

Illinois Vicarious Liability Risks Excluded Endorsement – PSIC-DDS-IL-03

This endorsement excludes any vicarious liability arising from professional services provided by, or which should have been provided by, any excluded dental provider(s) designated on the endorsement. The Named Insured’s signature is required on this endorsement.

Facial Cosmetics Endorsement – PSIC-DDS-15

This endorsement amends the definition of Professional Services to include facial cosmetic/aesthetic procedures that are adjunct to dental care, performed by the dentist designated on the endorsement. There is a flat charge of \$500 for this coverage.

Corporation and Partnership Legal Defense for Government Proceedings Amendatory Endorsement – PSIC-DDS-16

This endorsement amends the aggregate limit of liability for legal expenses with respect to covered proceedings for corporation and partnership policies. There is no additional premium for this endorsement.

Covered Proceeding Amendatory Endorsement – PSIC-DDS-17CM and PSIC-DDS-17OCC

This mandatory endorsement amends the definition of Covered Proceeding under the policy.

Network Security & Privacy Proceeding Endorsement – PSIC-DDS-18

This mandatory endorsement provides coverage for Network Security and Privacy Proceedings. The charge for this endorsement will be \$30 per full-time insured dentist and each professional entity with a separate limit of liability and \$15 per part-time insured dentist. In the event of cancellation or non-renewal of this endorsement, an Insured will be provided a one year Extended Reporting Period. The premium for the Extended Reporting Period shall be determined as follows:

1. If the Company provides Extended Reporting Coverage automatically at no additional charge, there will be no additional premium due for the Network Security & Privacy Proceeding one year Extended Reporting Period;
2. If an Insured purchases Extended Reporting Coverage, the additional premium due for the Network Security & Privacy Proceeding one year Extended Reporting Period shall be \$30 per full-time insured dentist and each professional entity with a separate limit of liability and \$15 per part-time insured dentist.

XIV. CLASSIFICATION PLAN

<u>Specialty Codes</u>	<u>Class</u>	<u>Description</u>	<u>FACTOR</u>
80211	1	Dentist incl. Local anesthesia and/or oral medication only Dentist incl. Conscious Sedation Dentist incl. Facial Cosmetics	1.00

		Oral & Maxillofacial Pathology	
80210	4	Dental Anesthesiology or Oral & Maxillofacial Radiologist	3.00
80210	5	Oral & Maxillofacial Surgery	5.00

XV. PROFESSIONAL ENTITY COVERAGE

A. Shared Limits of Liability:

Coverage for professional entities, including solo practitioners, may be written with a shared limit of liability. There is no additional premium charge for shared limits of liability.

B. Separate Limits of Liability:

Coverage for professional entities, including solo practitioners, may be written with a separate limit of liability. The premium charge for separate limits in which all members, stockholders or employees are insured with Professional Solutions Insurance Company will be 10% of the discounted manual rate for all specialties except Oral & Maxillofacial Surgery and 1% for Oral Maxillofacial Surgery, with the maximum premium limited to a cap of the top 5 highest rated dental providers listed on the Declarations and Schedule of Insureds when calculating the premium.

XVI. RATES

Claims Made Base Rate (for Class 1 provider @ 100/300 limits)

<u>Illinois Territory 01</u> (Cook County)	\$1,529.00
<u>Illinois Territory 02</u> (Remainder of State)	\$838.00

Occurrence Base Rate (for Class 1 provider @ 100/300 limits)

<u>Illinois Territory 01</u> (Cook County)	\$1,662.00
<u>Illinois Territory 02</u> (Remainder of State)	\$911.00

Increase limit factors: The applicable limit factor is determined by the chosen limit option on the application.

Limits of Liability	Increase Limit Factors
\$100,000/\$300,000	1.00
\$200,000/\$600,000	1.14
\$250,000/\$750,000	1.31
\$500,000/\$1,000,000	1.33
\$1,100,000/\$3,000,000	1.56
\$2,000,000/\$4,000,000	1.72

Claims-Made Step Factors:

Year	Claims-Made Step Factor
1	0.32
2	0.60
3	0.81
4	0.90
Mature	1.00

6th Month Rule: If the period between the retroactive date and the policy effective date is less than 6 months, rate at year 1. If the period is more than 6 months, rate at year 2, with each of the next consecutive claims made step increases applied at each renewal.

SERFF Tracking #:

NCMA-129056821

State Tracking #:

NCMA-129056821

Company Tracking #:2013 DENTAL REWRITE AND CYBER
REVISION -...**State:**

Illinois

Filing Company:

Professional Solutions Insurance Company

TOI/Sub-TOI:

11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:

Dental Professional Liability

Project Name/Number:

2013 Dental Rewrite and Cyber Revision/

Supporting Document Schedules

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	DDS 2013 Explanatory Memo.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Form RF3 - (Summary Sheet)
Bypass Reason:	N/A - rule filing only
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Certification
Bypass Reason:	N/A - rule filing only
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Request to Maintain Data as Trade Secret Information
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Manual
Comments:	Please see the attached rating manual. It contains markups that indicate the changes we have made.
Attachment(s):	Illinois Dental Rating Manual 06-2013.pdf
Item Status:	
Status Date:	

State: Illinois	Filing Company: Professional Solutions Insurance Company
TOI/Sub-TOI: 11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice	
Product Name: Dental Professional Liability	
Project Name/Number: 2013 Dental Rewrite and Cyber Revision/	

Satisfied - Item:	Rating Manual with Markups- 07/13 Edition
Comments:	Professional Solutions Insurance Company has added some additional language to its rating manual. Please see the attached rating manual with markups indicating the additional language.
Attachment(s):	Illinois Dental Rating Manual 07-2013 Markups.pdf
Item Status:	
Status Date:	

Professional Solutions Insurance Company
Dental Professional Liability
Summary of Form Changes

Dental Professional Liability Insurance Policy (Claims Made and Reported Form), PSIC-DDS-CM-01 06/13 and Dental Professional Liability Insurance Policy (Occurrence Form), PSIC-DDS-OCC-01 06/13

- Revised the definition of State Disciplinary Proceeding under Section I. Definitions.
- Replaced the term “Federal Professional Review Organization Sanctions” with the updated term “Quality Improvement Organization Sanctions” under Section I. Definitions.
- Replaced the term “dental” with “dentist” and replaced the term “chiropractic” with “chiropractor” under the definition of Employee under Section I. Definitions.
- Removed the definition of “Government Authority” under Section I. Definitions.
- Added coverage for first aid expenses under Section IV. Supplementary Payments.
- Revised item 1. under Section V. Legal Defense for Government Proceedings.
- Revised item 19. in the Claims Made form (item 18. in the Occurrence form) under Section IX. Exclusions.
- Revised item 24. in the Claims Made form (item 23. in the Occurrence form) under Section IX. Exclusions.

Facial Cosmetics Coverage Endorsement, PSIC-DDS-15 06/13

- Added clarifying wording that coverage under this endorsement ends upon declaration by a state dental licensing board that facial cosmetic procedures are outside the state scope of practice.

Covered Proceeding Amendatory Endorsement, PSIC-DDS-17CM 06/13 & PSIC-DDS-17OCC 06/13

- This a new, mandatory endorsement which amends the definition of Covered Proceeding under the policy

Network Security & Privacy Proceeding Endorsement, PSIC-DDS-18 06/13

- This is a new, mandatory endorsement which provides coverage for Network Security and Privacy Proceedings. The charge for this endorsement will be \$30 per full-time insured dentist and each professional entity with a separate limit of liability and \$15 per part-time insured dentist.

**PROFESSIONAL SOLUTIONS
INSURANCE COMPANY**
STATE OF ILLINOIS
DENTAL PROFESSIONAL LIABILITY MANUAL
CLAIMS MADE AND OCCURRENCE COVERAGE

I. APPLICATION OF THIS MANUAL-ELIGIBILITY

This program covers Dentists engaged in the rendering of professional services specific to their disciplines. Refer to the classification plan for a description of each risk/rating category for dentists.

Employees of Dentists are also included as insureds for their acts while performing duties within the scope of their discipline while under the direction and supervision of the insured named in the coverage summary.

This program also provides coverage for both dental clinics and individual practicing dentists for the liability exposure of a partnership, corporation or professional association on either a separate or shared limit basis. Refer to the professional entity coverage section for a description of the partnership, corporation or professional association rating factors.

II. PREMIUM DETERMINATION

1. Determine the manual rate for the appropriate policy type and territory.
2. Refer to Classification Listing and apply the factor for the appropriate class specialty being rated.
3. Apply the appropriate increase limit factor.
4. If the policy is claims made, apply the appropriate claims made step factor to reach the undiscounted premium.
5. Apply discounts, as appropriate, for part-time or new practitioner.
6. Apply any applicable credits/debits for experience rating.
7. Apply any applicable credits/debits for schedule rating.
8. Apply rounding.
9. Example Premium Calculation:
Assume the full time undiscounted premium is \$1,000. Credits or debits will be applied in consecutive order.
 $\$1,000 \times .95 = \950.00 (Claims Free credit of 5%)
 $\$950.00 \times .95 = \902.50 (Schedule Rating credit of 5%)
 $\$902.50 = \903.00 (Apply rounding)
10. There will be a \$50.00 minimum premium for all dental policies.

III. POLICY PERIOD

The policy period shall be for a one-year term. Insureds added or removed mid-term will be pro-rated.

IV. WHOLE DOLLAR PREMIUM RULE

All premiums shown on the policy and endorsements shall be rounded to the nearest whole dollar. If the premium is .50 or greater, round to next higher whole dollar. If the premium is .49 or less, round down. In the event of cancellation, the return premium shall be rounded to the nearest whole dollar. Rounding is the last step of the premium calculation.

Example: \$1,234.30 is rounded to \$1,234.
\$1,234.60 is rounded to \$1,235.

V. PRACTICE LOCATION

The following parameters will be applied for dental providers who practice in multiple territories or states:

- A. For dental providers providing services under local or conscious sedation and/or facial cosmetics or dental providers classified as Oral & Maxillofacial Pathology, the location of the primary office practice will determine the manual rate.
- B. For dental providers classified as Dental Anesthesiology, Oral & Maxillofacial Radiology or Oral & Maxillofacial Surgery, the location of the primary healthcare facility practice will determine the manual rate.

- C. If a dental provider practices equally in two or more states or territories, the rate from the highest territory or state will be applied.

For the purposes of this section, primary means 51% or more of the dental provider's practice time is spent in the given territory or state.

The insured must be licensed in all states where practicing.

VI. POLICY CANCELLATION

A. Cancellation By the Insured

The insured may cancel the policy by mailing or delivering notice to the Company stating when such cancellation shall be effective.

This policy will remain in full force and effect until its regular anniversary date unless the policy is cancelled sooner by the Company in accordance with the laws of the State of Illinois.

If the insured cancels the policy, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the Company cancels the policy, earned premium shall be computed pro-rata.

B. Cancellation/Non-Renewal By the Company

The Company may cancel or non-renew the policy in accordance with the insurance laws of the State of Illinois. Standard notice will be sent sixty (60) days prior to cancellation or non-renewal, except that in the event of non-payment of premium, then not less than ten (10) days prior notice of cancellation will be given.

VII. PREMIUM PAYMENT OPTIONS

1. Annual
2. Semi-Annual 50% prepayment required
3. Quarterly 25% prepayment required as the initial down payment with remaining payments of 25% each due at 3, 6 & 9 months after policy inception

There is no installment fee charge or interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

VIII. RENEWALS

The policy will be renewed upon receipt of the required premium on or before the date of each successive policy period. The renewal premium shall be based on rates in effect on the renewal or anniversary date. The applicable forms and endorsements must be made a part of the policy. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium.

IX. SPECIAL PROVISIONS

A. Retroactive Coverage – Claims Made Only

This extension covers incidents which occurred subsequent to the prior carrier's retroactive date, but which are neither known nor reported as of the inception date of the replacement coverage written by Professional Solutions Insurance Company. The insured may apply for a Retroactive Date that is equal to the retroactive date shown on the previous policy.

Premium for this extension is derived by rating the policy based upon the claims made step factor determined by using the previous carrier's retroactive date.

B. Automatic Reporting Extension – Claims Made Only

This provision applies when coverage under the policy ends, either by action of the insured or the Company through cancellation, termination or non-renewal.

Under the circumstances stated above, the Company will provide a thirty (30) day Automatic Reporting Extension which allows claims to be reported during this time that result from incidents that happened during the time the coverage was in force. The thirty (30) day Automatic Reporting Extension does not apply if the insured purchases any subsequent insurance that replaces in whole or in part the coverage provided by this policy.

Within thirty (30) days of when the policy coverage terminates, the Company must advise the insured of the availability of Extended Reporting Coverage, the premium cost, and the importance of buying this additional coverage extension, commonly called “Tail Coverage”.

The insured will have the greater of sixty (60) days from the date the coverage is terminated, or thirty (30) days from the date of notice, to accept the Extended Reporting Coverage in writing.

C. Extended Reporting Coverage, also called Tail Coverage – Claims Made Only

Extended Reporting Coverage will be provided for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims which arose from incidents, which occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. Extended Reporting Coverage can be applied to individual or entity policies.

The following factors will be applied to the undiscounted mature claims made premium in effect at the time the policy is terminated to calculate the extended reporting endorsement premium:

<u># of Years Completed in Claims Made Program</u>	<u>Tail Factor</u>
1	0.654
2	0.975
3	1.062
4+	1.082

Professional Solutions Insurance Company cannot cancel the Extended Reporting Coverage except for non-payment of the additional premium. Premium is due in full at the time of purchase; no payment plans will be offered.

If the Insured fails to pay the Extended Reporting Endorsement premium when due, the Insured will be liable to the Company for any losses and loss expenses incurred.

The Company provides Extended Reporting Coverage automatically, at no additional charge, in the event that the insured dies or becomes permanently disabled.

The Company also provides Extended Reporting Coverage automatically, at no additional charge, in the event the insured retires at or after age fifty-five (55) and after having been continuously insured with Professional Solutions Insurance Company under a claims made policy for five (5) years. The Extended Reporting Coverage premium will be discounted for insureds who retire at or after age fifty-five (55) with fewer than five (5) years of continuous coverage as follows:

<u># of Years of Continuous Coverage</u>	<u>Extended Reporting Coverage Credit</u>
1 full year	20%
2 full years	40%
3 full years	60%
4 full years	80%

D. Prior Acts Coverage, also called Nose Coverage – Occurrence Only

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured’s previous claims made policy will be covered. The limit of liability provided by this option are the

only limits that shall be applicable to the time period designated above. This endorsement can be applied to individual or entity policies.

The factors listed below will be applied to the undiscounted mature occurrence premium at the applicable limit of liability in the state in which the insured's previous claims made policy was issued.

<u># of Years in Claims Made Maturity</u>	<u>Nose Factor</u>
1	0.628
2	0.936
3	1.020
4+	1.039

E. Change in Rating Classification – Claims Made Only

In the event of a change in exposure or dental practice classification, a premium charge reflecting the difference between the previous and such new exposure or specialty shall be calculated and collected at the time of such change unless:

1. otherwise eligible for Extended Reporting Coverage at no additional charge;
2. with regard to dental practice classification, both the prior and the current specialty fall within the same class;
3. the exposure or dental practice of the practitioner changed more than 4 years prior while insured under claims made coverage; or
4. the exposure or dental practice of the practitioner changed while insured under occurrence coverage.

F. Locum Tenens

Locum Tenens working in the place of an insured shall be provided coverage at no additional premium, for a period not to exceed sixty (60) days per policy term. A completed application must be submitted to the Company for prior underwriting approval.

X. DISCOUNTS

A. New Practitioner

A new practitioner is defined as a person who has completed his or her training, whose only contact with patients has been in the course of his or her training, and who has not been previously insured by Professional Solutions Insurance Company.

1 st year	50% credit
2 nd year	30% credit
3 rd year	10% credit

Those who receive a new practitioner credit will not be eligible to receive any further credits.

B. Part-Time Practitioner

A practitioner must practice 20 hours or less per week to become eligible for this credit. The credit applied is 50% of the approved base premium.

Those who receive a part-time practitioner credit will not be eligible to receive any further credits.

XI. EXPERIENCE RATING

Claims free credits

A claim is defined as a claim closed with incurred indemnity equal to or greater than \$10,000.00 or allocated loss adjustment expense (ALAE) payments plus any Company established reserves for loss or ALAE exceeding \$50,000.

A claim free credit shall apply if the insured has achieved at least 3 years without a claim.

The following schedule will apply:

3 yrs	5%
4 yrs	10%
5+ yrs	15%

Claims debits

Claim frequency debit criteria:

Debit:

One (1) claim opened in the past five (5) years:	0%
Two (2) claims opened in the past five (5) years:	50%
Three (3) claims opened in the past five (5) years:	150%

The debit will not be based on an action that was filed or settled more than five (5) years immediately preceding the issuance or renewal of the policy.

Documentation, including copies of judgments, awards or stipulations of settlement will be requested and reviewed where available.

To obtain and verify experience applicable to each prospective insured, the Company will seek claim information from:

- a. The applicant
- b. The agent or broker
- c. All previous insurers with respect to the experience period in question.

XII. SCHEDULE RATING

Professional Solutions Insurance Company will use the following schedule of modifications to determine appropriate premiums for certain insureds, or groups of insureds, who in the opinion of Professional Solutions Insurance Company, uniquely qualify for such modifications because of factors not contemplated in the filed rate structure of the Company.

The premium for a risk may be modified in accordance with the following, subject to a maximum modification of a 25% credit to a 25% debit to recognize risk characteristics that are not reflected in the otherwise applicable premium. All modifications applied under this schedule rating plan are subject to periodic review. The actual determination of the appropriate credit or debit will be determined through the underwriting review of the applicant's application.

SCHEDULE RATING PROGRAM		Maximum Credit	Maximum Debit
Conscious Sedation	Procedures performed on patients who have been treated with light to moderate conscious sedation, including but not limited to nitrous oxide.	0%	10%
Historical Loss Experience	The frequency or severity of claims for the insured is greater/less than expected experience for an insured of the same classification/size or recognition of unusual circumstances of claims in the loss experience.	25%	25%
Cumulative Years of Patient Experience	The insured demonstrates a stable, longstanding practice and/or significant degree of experience in their current area of medicine.	5%	5%

Classification Anomalies	Characteristics of a particular insured that differentiate the insured from other members of the same class, or recognition of a recent developments within a classification or jurisdiction that are anticipated to impact future loss experience.	25%	25%
Claims Anomalies	Economic, societal or jurisdictional changes or trends that will influence the frequency or severity of claims, or unusual circumstances of a claim(s) which understate/overstate the severity of the claims(s).	10%	10%
Management Control Procedures	Specific operational activities undertaken by the insured to reduce the frequency and/or severity of claims.	10%	10%
Number/Type of Patient Exposures	Size and/or demographics of the patient population which influences the frequency and/or severity of claims.	10%	10%
Organizational Size / Structure	The organization's size and processes are such that economies of scale are achieved while servicing the insured.	5%	5%
Medical Standards, Quality & Claim Review	Presence of a committee that meets on a routine basis to (1) review dental procedures, treatments, and protocols and assist in the integration of such into the practice; (2) assure the quality of the dental care being rendered; and/or (3) provide consistent review of claims/incidents that have occurred and develop corrective action.	10%	10%
Other Risk Management Practices and Procedures	Additional activities undertaken with specific intention of reducing the frequency or severity of claims.	10%	10%
Training, Accreditation & Credentialing	The insured exhibits greater/less than normal participation and support of such activities.	10%	10%
Record – Keeping Practices	Degree to which the insured incorporates methods to maintain quality patient records, referrals, and test results	5%	5%
Utilization of Monitoring Equipment, Diagnostic Tests or Procedures	Demonstrating the willingness to expend the time and capital to incorporate the latest advances in dental treatment and equipment into the practice, or failure to meet accepted standards of care.	10%	10%
Maximum cumulative schedule credit / debit		25%	25%

XIII. ENDORSED COVERAGES – Coverage Options

Active Military Suspension Endorsement – PSIC-DDS-02CM and PSIC-DDS-02OCC

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military duty. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail) while on active military duty.

Additional Interests Endorsement – PSIC-DDS-04

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy. There is no additional charge for this endorsement.

Temporary Leave of Absence Endorsement – PSIC-DDS-05CM and PSIC-DDS-05OCC

This endorsement may be utilized if an insured must take a leave of absence from their practice. Insureds who become disabled or take a leave of absence shall become eligible for suspension of coverage at a rate reduction of 90% of the otherwise applicable rate for the period of disability or leave of absence. The period must extend for a minimum length of sixty (60) days or more up to a maximum of one hundred eighty (180) days or until renewal. The lower premium will apply retroactively to the first day of the disability or leave.

This option provides continued protection to the provider who experiences a temporary interruption in his or her practice (subject to the stated eligibility requirements), for claims arising from acts, errors or omissions which occurred prior to the inception of the disability or leave. There is no coverage for acts, errors or omissions during the leave or disability period. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail).

If disabled, proof of disability must be submitted to the Company for approval, and the calculation of the credit will be on a pro-rata basis for the period of the qualifying disability.

For claims made policies, while on disability or leave, credit toward extended reporting vesting will continue to accrue, and the insured must continue to pay premiums when due.

Eligible Situations For Temporary Leave of Absence: Short-Term Disability, Maternity Leave or any other reason pre-approved by Professional Solutions Insurance Company – does not apply to vacations.

Extended Reporting Endorsement – PSIC-DDS-06 (Claims Made only)

This endorsement provides coverage for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims, which arose from incidents that occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. This endorsement can be applied to group or entity policies.

Prior Acts Endorsement – PSIC-DDS-07 (Occurrence only)

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured's previous claims made policy will be covered.

Accelerated Vesting For Extended Reporting Period Endorsement - PSIC-DDS-08 (Claims Made only)

This endorsement amends the years of continuous coverage requirement for the Extended Reporting Endorsement at no additional charge upon retirement.

Vicarious Liability for Affiliated Dental Provider Endorsement – PSIC-DDS-09

Coverage is provided for the vicarious liability of the affiliated dental provider(s) stated in the endorsement, who at the time of the alleged incident, were not otherwise named as an insured under the policy. There is a 10% additional premium charge for each affiliated dentist that is not insured with Professional Solutions Insurance Company.

Locum Tenens Endorsement – PSIC-DDS-10

This endorsement adds coverage for the substitute dentist listed on the endorsement while an insured dentist is temporarily absent from professional practice. There is no additional premium for this endorsement.

Dentist Slot Endorsement – PSIC-DDS-11 (Claims made only)

A slot is used to accommodate one full-time position for a given specialty in practices with a high position turnover. This endorsement provides one separate limit of liability to be shared by the slot dentists within the same slot position as designated in the endorsement. All slot dentists within a slot position must have the same classification. The premium for the slot position is based on the full-time, mature rate for the given classification.

Full Time Equivalent (FTE) Dentist Endorsement – PSIC-DDS-12 (Claims Made only)

A Full-time Equivalency (FTE) is used to accommodate multiple dentists sharing one or more full-time positions within the given specialty. This endorsement provides one separate limit of liability to be shared by the FTE dentists within the same FTE position as designated in the endorsement. All FTE dentists within an FTE position must have the same classification. The premium for the FTE position is based on the total hours of practice of the FTE position and the full-time, mature rate for the given classification.

Illinois Restricted Practice Endorsement – PSIC-DDS-IL-04

This endorsement excludes the designated specialty, procedure or practice activity for the insured(s) specified on the endorsement. The Named Insured’s signature is required on this endorsement.

Illinois Vicarious Liability Risks Excluded Endorsement – PSIC-DDS-IL-03

This endorsement excludes any vicarious liability arising from professional services provided by, or which should have been provided by, any excluded dental provider(s) designated on the endorsement. The Named Insured’s signature is required on this endorsement.

Facial Cosmetics Endorsement – PSIC-DDS-15

This endorsement amends the definition of Professional Services to include facial cosmetic/aesthetic procedures that are adjunct to dental care, performed by the dentist designated on the endorsement. There is a flat charge of \$500 for this coverage.

Corporation and Partnership Legal Defense for Government Proceedings Amendatory Endorsement – PSIC-DDS-16

This endorsement amends the aggregate limit of liability for legal expenses with respect to covered proceedings for corporation and partnership policies. There is no additional premium for this endorsement.

Covered Proceeding Amendatory Endorsement – PSIC-DDS-17CM and PSIC-DDS-17OCC

This mandatory endorsement amends the definition of Covered Proceeding under the policy.

Network Security & Privacy Proceeding Endorsement – PSIC-DDS-18

This mandatory endorsement provides coverage for Network Security and Privacy Proceedings. The charge for this endorsement will be \$30 per full-time insured dentist and each professional entity with a separate limit of liability and \$15 per part-time insured dentist.

XIV. CLASSIFICATION PLAN

<u>Specialty Codes</u>	<u>Class</u>	<u>Description</u>	<u>FACTOR</u>
80211	1	Dentist incl. Local anesthesia and/or oral medication only Dentist incl. Conscious Sedation Dentist incl. Facial Cosmetics Oral & Maxillofacial Pathology	1.00
80210	4	Dental Anesthesiology or Oral & Maxillofacial Radiologist	3.00
80210	5	Oral & Maxillofacial Surgery	5.00

XV. PROFESSIONAL ENTITY COVERAGE

A. Shared Limits of Liability:

Coverage for professional entities, including solo practitioners, may be written with a shared limit of liability. There is no additional premium charge for shared limits of liability.

B. Separate Limits of Liability:

Coverage for professional entities, including solo practitioners, may be written with a separate limit of liability. The premium charge for separate limits in which all members, stockholders or employees are insured with Professional Solutions Insurance Company will be 10% of the discounted manual rate for all specialties except Oral & Maxillofacial Surgery and 1% for Oral Maxillofacial Surgery, with the maximum premium limited to a cap of the top 5 highest rated dental providers listed on the Declarations and Schedule of Insureds when calculating the premium.

XVI. RATES

Claims Made Base Rate (for Class 1 provider @ 100/300 limits)

<u>Illinois Territory 01</u> (Cook County)	\$1,529.00
<u>Illinois Territory 02</u> (Remainder of State)	\$838.00

Occurrence Base Rate (for Class 1 provider @ 100/300 limits)

<u>Illinois Territory 01</u> (Cook County)	\$1,662.00
<u>Illinois Territory 02</u> (Remainder of State)	\$911.00

Increase limit factors: The applicable limit factor is determined by the chosen limit option on the application.

Limits of Liability	Increase Limit Factors
\$100,000/\$300,000	1.00
\$200,000/\$600,000	1.14
\$250,000/\$750,000	1.31
\$500,000/\$1,000,000	1.33
\$1,100,000/\$3,000,000	1.56
\$2,000,000/\$4,000,000	1.72

Claims-Made Step Factors:

Year	Claims-Made Step Factor
1	0.32
2	0.60
3	0.81
4	0.90
Mature	1.00

6th Month Rule: If the period between the retroactive date and the policy effective date is less than 6 months, rate at year 1. If the period is more than 6 months, rate at year 2, with each of the next consecutive claims made step increases applied at each renewal.

**PROFESSIONAL SOLUTIONS
INSURANCE COMPANY**
STATE OF ILLINOIS
DENTAL PROFESSIONAL LIABILITY MANUAL
CLAIMS MADE AND OCCURRENCE COVERAGE

I. APPLICATION OF THIS MANUAL-ELIGIBILITY

This program covers Dentists engaged in the rendering of professional services specific to their disciplines. Refer to the classification plan for a description of each risk/rating category for dentists.

Employees of Dentists are also included as insureds for their acts while performing duties within the scope of their discipline while under the direction and supervision of the insured named in the coverage summary.

This program also provides coverage for both dental clinics and individual practicing dentists for the liability exposure of a partnership, corporation or professional association on either a separate or shared limit basis. Refer to the professional entity coverage section for a description of the partnership, corporation or professional association rating factors.

II. PREMIUM DETERMINATION

1. Determine the manual rate for the appropriate policy type and territory.
2. Refer to Classification Listing and apply the factor for the appropriate class specialty being rated.
3. Apply the appropriate increase limit factor.
4. If the policy is claims made, apply the appropriate claims made step factor to reach the undiscounted premium.
5. Apply discounts, as appropriate, for part-time or new practitioner.
6. Apply any applicable credits/debits for experience rating.
7. Apply any applicable credits/debits for schedule rating.
8. Apply rounding.
9. Example Premium Calculation:
Assume the full time undiscounted premium is \$1,000. Credits or debits will be applied in consecutive order.
 $\$1,000 \times .95 = \950.00 (Claims Free credit of 5%)
 $\$950.00 \times .95 = \902.50 (Schedule Rating credit of 5%)
 $\$902.50 = \903.00 (Apply rounding)
10. There will be a \$50.00 minimum premium for all dental policies.

III. POLICY PERIOD

The policy period shall be for a one-year term. Insureds added or removed mid-term will be pro-rated.

IV. WHOLE DOLLAR PREMIUM RULE

All premiums shown on the policy and endorsements shall be rounded to the nearest whole dollar. If the premium is .50 or greater, round to next higher whole dollar. If the premium is .49 or less, round down. In the event of cancellation, the return premium shall be rounded to the nearest whole dollar. Rounding is the last step of the premium calculation.

Example: \$1,234.30 is rounded to \$1,234.
\$1,234.60 is rounded to \$1,235.

V. PRACTICE LOCATION

The following parameters will be applied for dental providers who practice in multiple territories or states:

- A. For dental providers providing services under local or conscious sedation and/or facial cosmetics or dental providers classified as Oral & Maxillofacial Pathology, the location of the primary office practice will determine the manual rate.
- B. For dental providers classified as Dental Anesthesiology, Oral & Maxillofacial Radiology or Oral & Maxillofacial Surgery, the location of the primary healthcare facility practice will determine the manual rate.

- C. If a dental provider practices equally in two or more states or territories, the rate from the highest territory or state will be applied.

For the purposes of this section, primary means 51% or more of the dental provider's practice time is spent in the given territory or state.

The insured must be licensed in all states where practicing.

VI. POLICY CANCELLATION

A. Cancellation By the Insured

The insured may cancel the policy by mailing or delivering notice to the Company stating when such cancellation shall be effective.

This policy will remain in full force and effect until its regular anniversary date unless the policy is cancelled sooner by the Company in accordance with the laws of the State of Illinois.

If the insured cancels the policy, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the Company cancels the policy, earned premium shall be computed pro-rata.

B. Cancellation/Non-Renewal By the Company

The Company may cancel or non-renew the policy in accordance with the insurance laws of the State of Illinois. Standard notice will be sent sixty (60) days prior to cancellation or non-renewal, except that in the event of non-payment of premium, then not less than ten (10) days prior notice of cancellation will be given.

VII. PREMIUM PAYMENT OPTIONS

1. Annual
2. Semi-Annual 50% prepayment required
3. Quarterly 25% prepayment required as the initial down payment with remaining payments of 25% each due at 3, 6 & 9 months after policy inception

There is no installment fee charge or interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

VIII. RENEWALS

The policy will be renewed upon receipt of the required premium on or before the date of each successive policy period. The renewal premium shall be based on rates in effect on the renewal or anniversary date. The applicable forms and endorsements must be made a part of the policy. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium.

IX. SPECIAL PROVISIONS

A. Retroactive Coverage – Claims Made Only

This extension covers incidents which occurred subsequent to the prior carrier's retroactive date, but which are neither known nor reported as of the inception date of the replacement coverage written by Professional Solutions Insurance Company. The insured may apply for a Retroactive Date that is equal to the retroactive date shown on the previous policy.

Premium for this extension is derived by rating the policy based upon the claims made step factor determined by using the previous carrier's retroactive date.

B. Automatic Reporting Extension – Claims Made Only

This provision applies when coverage under the policy ends, either by action of the insured or the Company through cancellation, termination or non-renewal.

Under the circumstances stated above, the Company will provide a thirty (30) day Automatic Reporting Extension which allows claims to be reported during this time that result from incidents that happened during the time the coverage was in force. The thirty (30) day Automatic Reporting Extension does not apply if the insured purchases any subsequent insurance that replaces in whole or in part the coverage provided by this policy.

Within thirty (30) days of when the policy coverage terminates, the Company must advise the insured of the availability of Extended Reporting Coverage, the premium cost, and the importance of buying this additional coverage extension, commonly called “Tail Coverage”.

The insured will have the greater of sixty (60) days from the date the coverage is terminated, or thirty (30) days from the date of notice, to accept the Extended Reporting Coverage in writing.

C. Extended Reporting Coverage, also called Tail Coverage – Claims Made Only

Extended Reporting Coverage will be provided for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims which arose from incidents, which occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. Extended Reporting Coverage can be applied to individual or entity policies.

The following factors will be applied to the undiscounted mature claims made premium in effect at the time the policy is terminated to calculate the extended reporting endorsement premium:

<u># of Years Completed in Claims Made Program</u>	<u>Tail Factor</u>
1	0.654
2	0.975
3	1.062
4+	1.082

Professional Solutions Insurance Company cannot cancel the Extended Reporting Coverage except for non-payment of the additional premium. Premium is due in full at the time of purchase; no payment plans will be offered.

If the Insured fails to pay the Extended Reporting Endorsement premium when due, the Insured will be liable to the Company for any losses and loss expenses incurred.

The Company provides Extended Reporting Coverage automatically, at no additional charge, in the event that the insured dies or becomes permanently disabled.

The Company also provides Extended Reporting Coverage automatically, at no additional charge, in the event the insured retires at or after age fifty-five (55) and after having been continuously insured with Professional Solutions Insurance Company under a claims made policy for five (5) years. The Extended Reporting Coverage premium will be discounted for insureds who retire at or after age fifty-five (55) with fewer than five (5) years of continuous coverage as follows:

<u># of Years of Continuous Coverage</u>	<u>Extended Reporting Coverage Credit</u>
1 full year	20%
2 full years	40%
3 full years	60%
4 full years	80%

D. Prior Acts Coverage, also called Nose Coverage – Occurrence Only

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured’s previous claims made policy will be covered. The limit of liability provided by this option are the

only limits that shall be applicable to the time period designated above. This endorsement can be applied to individual or entity policies.

The factors listed below will be applied to the undiscounted mature occurrence premium at the applicable limit of liability in the state in which the insured's previous claims made policy was issued.

<u># of Years in Claims Made Maturity</u>	<u>Nose Factor</u>
1	0.628
2	0.936
3	1.020
4+	1.039

E. Change in Rating Classification – Claims Made Only

In the event of a change in exposure or dental practice classification, a premium charge reflecting the difference between the previous and such new exposure or specialty shall be calculated and collected at the time of such change unless:

1. otherwise eligible for Extended Reporting Coverage at no additional charge;
2. with regard to dental practice classification, both the prior and the current specialty fall within the same class;
3. the exposure or dental practice of the practitioner changed more than 4 years prior while insured under claims made coverage; or
4. the exposure or dental practice of the practitioner changed while insured under occurrence coverage.

F. Locum Tenens

Locum Tenens working in the place of an insured shall be provided coverage at no additional premium, for a period not to exceed sixty (60) days per policy term. A completed application must be submitted to the Company for prior underwriting approval.

X. DISCOUNTS

A. New Practitioner

A new practitioner is defined as a person who has completed his or her training, whose only contact with patients has been in the course of his or her training, and who has not been previously insured by Professional Solutions Insurance Company.

1 st year	50% credit
2 nd year	30% credit
3 rd year	10% credit

Those who receive a new practitioner credit will not be eligible to receive any further credits.

B. Part-Time Practitioner

A practitioner must practice 20 hours or less per week to become eligible for this credit. The credit applied is 50% of the approved base premium.

Those who receive a part-time practitioner credit will not be eligible to receive any further credits.

XI. EXPERIENCE RATING

Claims free credits

A claim is defined as a claim closed with incurred indemnity equal to or greater than \$10,000.00 or allocated loss adjustment expense (ALAE) payments plus any Company established reserves for loss or ALAE exceeding \$50,000.

A claim free credit shall apply if the insured has achieved at least 3 years without a claim.

The following schedule will apply:

3 yrs	5%
4 yrs	10%
5+ yrs	15%

Claims debits

Claim frequency debit criteria:

Debit:

One (1) claim opened in the past five (5) years:	0%
Two (2) claims opened in the past five (5) years:	50%
Three (3) claims opened in the past five (5) years:	150%

The debit will not be based on an action that was filed or settled more than five (5) years immediately preceding the issuance or renewal of the policy.

Documentation, including copies of judgments, awards or stipulations of settlement will be requested and reviewed where available.

To obtain and verify experience applicable to each prospective insured, the Company will seek claim information from:

- a. The applicant
- b. The agent or broker
- c. All previous insurers with respect to the experience period in question.

XII. SCHEDULE RATING

Professional Solutions Insurance Company will use the following schedule of modifications to determine appropriate premiums for certain insureds, or groups of insureds, who in the opinion of Professional Solutions Insurance Company, uniquely qualify for such modifications because of factors not contemplated in the filed rate structure of the Company.

The premium for a risk may be modified in accordance with the following, subject to a maximum modification of a 25% credit to a 25% debit to recognize risk characteristics that are not reflected in the otherwise applicable premium. All modifications applied under this schedule rating plan are subject to periodic review. The actual determination of the appropriate credit or debit will be determined through the underwriting review of the applicant's application.

SCHEDULE RATING PROGRAM		Maximum Credit	Maximum Debit
Conscious Sedation	Procedures performed on patients who have been treated with light to moderate conscious sedation, including but not limited to nitrous oxide.	0%	10%
Historical Loss Experience	The frequency or severity of claims for the insured is greater/less than expected experience for an insured of the same classification/size or recognition of unusual circumstances of claims in the loss experience.	25%	25%
Cumulative Years of Patient Experience	The insured demonstrates a stable, longstanding practice and/or significant degree of experience in their current area of medicine.	5%	5%

Classification Anomalies	Characteristics of a particular insured that differentiate the insured from other members of the same class, or recognition of a recent developments within a classification or jurisdiction that are anticipated to impact future loss experience.	25%	25%
Claims Anomalies	Economic, societal or jurisdictional changes or trends that will influence the frequency or severity of claims, or unusual circumstances of a claim(s) which understate/overstate the severity of the claims(s).	10%	10%
Management Control Procedures	Specific operational activities undertaken by the insured to reduce the frequency and/or severity of claims.	10%	10%
Number/Type of Patient Exposures	Size and/or demographics of the patient population which influences the frequency and/or severity of claims.	10%	10%
Organizational Size / Structure	The organization's size and processes are such that economies of scale are achieved while servicing the insured.	5%	5%
Medical Standards, Quality & Claim Review	Presence of a committee that meets on a routine basis to (1) review dental procedures, treatments, and protocols and assist in the integration of such into the practice; (2) assure the quality of the dental care being rendered; and/or (3) provide consistent review of claims/incidents that have occurred and develop corrective action.	10%	10%
Other Risk Management Practices and Procedures	Additional activities undertaken with specific intention of reducing the frequency or severity of claims.	10%	10%
Training, Accreditation & Credentialing	The insured exhibits greater/less than normal participation and support of such activities.	10%	10%
Record – Keeping Practices	Degree to which the insured incorporates methods to maintain quality patient records, referrals, and test results	5%	5%
Utilization of Monitoring Equipment, Diagnostic Tests or Procedures	Demonstrating the willingness to expend the time and capital to incorporate the latest advances in dental treatment and equipment into the practice, or failure to meet accepted standards of care.	10%	10%
Maximum cumulative schedule credit / debit		25%	25%

XIII. ENDORSED COVERAGES – Coverage Options

Active Military Suspension Endorsement – PSIC-DDS-02CM and PSIC-DDS-02OCC

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military duty. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail) while on active military duty.

Additional Interests Endorsement – PSIC-DDS-04

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy. There is no additional charge for this endorsement.

Temporary Leave of Absence Endorsement – PSIC-DDS-05CM and PSIC-DDS-05OCC

This endorsement may be utilized if an insured must take a leave of absence from their practice. Insureds who become disabled or take a leave of absence shall become eligible for suspension of coverage at a rate reduction of 90% of the otherwise applicable rate for the period of disability or leave of absence. The period

must extend for a minimum length of sixty (60) days or more up to a maximum of one hundred eighty (180) days or until renewal. The lower premium will apply retroactively to the first day of the disability or leave.

This option provides continued protection to the provider who experiences a temporary interruption in his or her practice (subject to the stated eligibility requirements), for claims arising from acts, errors or omissions which occurred prior to the inception of the disability or leave. There is no coverage for acts, errors or omissions during the leave or disability period. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail).

If disabled, proof of disability must be submitted to the Company for approval, and the calculation of the credit will be on a pro-rata basis for the period of the qualifying disability.

For claims made policies, while on disability or leave, credit toward extended reporting vesting will continue to accrue, and the insured must continue to pay premiums when due.

Eligible Situations For Temporary Leave of Absence: Short-Term Disability, Maternity Leave or any other reason pre-approved by Professional Solutions Insurance Company – does not apply to vacations.

Extended Reporting Endorsement – PSIC-DDS-06 (Claims Made only)

This endorsement provides coverage for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims, which arose from incidents that occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. This endorsement can be applied to group or entity policies.

Prior Acts Endorsement – PSIC-DDS-07 (Occurrence only)

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured's previous claims made policy will be covered.

Accelerated Vesting For Extended Reporting Period Endorsement - PSIC-DDS-08 (Claims Made only)

This endorsement amends the years of continuous coverage requirement for the Extended Reporting Endorsement at no additional charge upon retirement.

Vicarious Liability for Affiliated Dental Provider Endorsement – PSIC-DDS-09

Coverage is provided for the vicarious liability of the affiliated dental provider(s) stated in the endorsement, who at the time of the alleged incident, were not otherwise named as an insured under the policy. There is a 10% additional premium charge for each affiliated dentist that is not insured with Professional Solutions Insurance Company.

Locum Tenens Endorsement – PSIC-DDS-10

This endorsement adds coverage for the substitute dentist listed on the endorsement while an insured dentist is temporarily absent from professional practice. There is no additional premium for this endorsement.

Dentist Slot Endorsement – PSIC-DDS-11 (Claims made only)

A slot is used to accommodate one full-time position for a given specialty in practices with a high position turnover. This endorsement provides one separate limit of liability to be shared by the slot dentists within the same slot position as designated in the endorsement. All slot dentists within a slot position must have the same classification. The premium for the slot position is based on the full-time, mature rate for the given classification.

Full Time Equivalent (FTE) Dentist Endorsement – PSIC-DDS-12 (Claims Made only)

A Full-time Equivalency (FTE) is used to accommodate multiple dentists sharing one or more full-time positions within the given specialty. This endorsement provides one separate limit of liability to be shared by the FTE dentists within the same FTE position as designated in the endorsement. All FTE dentists within

an FTE position must have the same classification. The premium for the FTE position is based on the total hours of practice of the FTE position and the full-time, mature rate for the given classification.

Illinois Restricted Practice Endorsement – PSIC-DDS-IL-04

This endorsement excludes the designated specialty, procedure or practice activity for the insured(s) specified on the endorsement. The Named Insured’s signature is required on this endorsement.

Illinois Vicarious Liability Risks Excluded Endorsement – PSIC-DDS-IL-03

This endorsement excludes any vicarious liability arising from professional services provided by, or which should have been provided by, any excluded dental provider(s) designated on the endorsement. The Named Insured’s signature is required on this endorsement.

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This endorsement amends the definition of Professional Services to include facial cosmetic/aesthetic procedures that are adjunct to dental care, performed by the dentist designated on the endorsement. There is a flat charge of \$500 for this coverage.

Corporation and Partnership Legal Defense for Government Proceedings Amendatory Endorsement – PSIC-DDS-16

This endorsement amends the aggregate limit of liability for legal expenses with respect to covered proceedings for corporation and partnership policies. There is no additional premium for this endorsement.

Covered Proceeding Amendatory Endorsement – PSIC-DDS-17CM and PSIC-DDS-17OCC

This mandatory endorsement amends the definition of Covered Proceeding under the policy.

Network Security & Privacy Proceeding Endorsement – PSIC-DDS-18

This mandatory endorsement provides coverage for Network Security and Privacy Proceedings. The charge for this endorsement will be \$30 per full-time insured dentist and each professional entity with a separate limit of liability and \$15 per part-time insured dentist.

In the event of cancellation or non-renewal of this endorsement, an Insured will be provided a one year Extended Reporting Period. The premium for the Extended Reporting Period shall be determined as follows:

1. If the Company provides Extended Reporting Coverage automatically at no additional charge, there will be no additional premium due for the Network Security & Privacy Proceeding one year Extended Reporting Period;
2. If an Insured purchases Extended Reporting Coverage, the additional premium due for the Network Security & Privacy Proceeding one year Extended Reporting Period shall be \$30 per full-time insured dentist and each professional entity with a separate limit of liability and \$15 per part-time insured dentist.

XIV. CLASSIFICATION PLAN

<u>Specialty Codes</u>	<u>Class</u>	<u>Description</u>	<u>FACTOR</u>
80211	1	Dentist incl. Local anesthesia and/or oral medication only Dentist incl. Conscious Sedation Dentist incl. Facial Cosmetics Oral & Maxillofacial Pathology	1.00
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Coverage for professional entities, including solo practitioners, may be written with a separate limit of liability. The premium charge for separate limits in which all members, stockholders or employees are insured with Professional Solutions Insurance Company will be 10% of the discounted manual rate for all specialties except Oral & Maxillofacial Surgery and 1% for Oral Maxillofacial Surgery, with the maximum premium limited to a cap of the top 5 highest rated dental providers listed on the Declarations and Schedule of Insureds when calculating the premium.

XVI. RATES

Claims Made Base Rate (for Class 1 provider @ 100/300 limits)

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Increase limit factors: The applicable limit factor is determined by the chosen limit option on the application.

Limits of Liability	Increase Limit Factors
\$100,000/\$300,000	1.00
\$200,000/\$600,000	1.14
\$250,000/\$750,000	1.31
\$500,000/\$1,000,000	1.33
\$1,100,000/\$3,000,000	1.56
\$2,000,000/\$4,000,000	1.72

Claims-Made Step Factors:

Year	Claims-Made Step Factor
1	0.32
2	0.60
3	0.81
4	0.90
Mature	1.00

6th Month Rule: If the period between the retroactive date and the policy effective date is less than 6 months, rate at year 1. If the period is more than 6 months, rate at year 2, with each of the next consecutive claims made step increases applied at each renewal.

SERFF Tracking #:

NCMA-129056821

State Tracking #:

NCMA-129056821

Company Tracking #:2013 DENTAL REWRITE AND CYBER
REVISION -...**State:**

Illinois

Filing Company:

Professional Solutions Insurance Company

TOI/Sub-TOI:

11.0 Medical Malpractice - Claims Made/Occurrence/11.0006 Dentists - General Practice

Product Name:

Dental Professional Liability

Project Name/Number:

2013 Dental Rewrite and Cyber Revision/

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)
06/04/2013		Rate	State of Illinois Dental Professional Liability Manual Claims Made and Occurence Coverage	07/19/2013	Illinois Dental Rating Manual 06-2013 Final.pdf (Superseded)

**PROFESSIONAL SOLUTIONS
INSURANCE COMPANY
STATE OF ILLINOIS
DENTAL PROFESSIONAL LIABILITY MANUAL
CLAIMS MADE AND OCCURRENCE COVERAGE**

I. APPLICATION OF THIS MANUAL-ELIGIBILITY

This program covers Dentists engaged in the rendering of professional services specific to their disciplines. Refer to the classification plan for a description of each risk/rating category for dentists.

Employees of Dentists are also included as insureds for their acts while performing duties within the scope of their discipline while under the direction and supervision of the insured named in the coverage summary.

This program also provides coverage for both dental clinics and individual practicing dentists for the liability exposure of a partnership, corporation or professional association on either a separate or shared limit basis. Refer to the professional entity coverage section for a description of the partnership, corporation or professional association rating factors.

II. PREMIUM DETERMINATION

1. Determine the manual rate for the appropriate policy type and territory.
2. Refer to Classification Listing and apply the factor for the appropriate class specialty being rated.
3. Apply the appropriate increase limit factor.
4. If the policy is claims made, apply the appropriate claims made step factor to reach the undiscounted premium.
5. Apply discounts, as appropriate, for part-time or new practitioner.
6. Apply any applicable credits/debits for experience rating.
7. Apply any applicable credits/debits for schedule rating.
8. Apply rounding.
9. Example Premium Calculation:
Assume the full time undiscounted premium is \$1,000. Credits or debits will be applied in consecutive order.
 $\$1,000 \times .95 = \950.00 (Claims Free credit of 5%)
 $\$950.00 \times .95 = \902.50 (Schedule Rating credit of 5%)
 $\$902.50 = \903.00 (Apply rounding)
10. There will be a \$50.00 minimum premium for all dental policies.

III. POLICY PERIOD

The policy period shall be for a one-year term. Insureds added or removed mid-term will be pro-rated.

IV. WHOLE DOLLAR PREMIUM RULE

All premiums shown on the policy and endorsements shall be rounded to the nearest whole dollar. If the premium is .50 or greater, round to next higher whole dollar. If the premium is .49 or less, round down. In the event of cancellation, the return premium shall be rounded to the nearest whole dollar. Rounding is the last step of the premium calculation.

Example: \$1,234.30 is rounded to \$1,234.
\$1,234.60 is rounded to \$1,235.

V. PRACTICE LOCATION

The following parameters will be applied for dental providers who practice in multiple territories or states:

- A. For dental providers providing services under local or conscious sedation and/or facial cosmetics or dental providers classified as Oral & Maxillofacial Pathology, the location of the primary office practice will determine the manual rate.
- B. For dental providers classified as Dental Anesthesiology, Oral & Maxillofacial Radiology or Oral & Maxillofacial Surgery, the location of the primary healthcare facility practice will determine the manual rate.

- C. If a dental provider practices equally in two or more states or territories, the rate from the highest territory or state will be applied.

For the purposes of this section, primary means 51% or more of the dental provider's practice time is spent in the given territory or state.

The insured must be licensed in all states where practicing.

VI. POLICY CANCELLATION

A. Cancellation By the Insured

The insured may cancel the policy by mailing or delivering notice to the Company stating when such cancellation shall be effective.

This policy will remain in full force and effect until its regular anniversary date unless the policy is cancelled sooner by the Company in accordance with the laws of the State of Illinois.

If the insured cancels the policy, earned premium shall be computed in accordance with the standard short rate tables and procedure. If the Company cancels the policy, earned premium shall be computed pro-rata.

B. Cancellation/Non-Renewal By the Company

The Company may cancel or non-renew the policy in accordance with the insurance laws of the State of Illinois. Standard notice will be sent sixty (60) days prior to cancellation or non-renewal, except that in the event of non-payment of premium, then not less than ten (10) days prior notice of cancellation will be given.

VII. PREMIUM PAYMENT OPTIONS

1. Annual
2. Semi-Annual 50% prepayment required
3. Quarterly 25% prepayment required as the initial down payment with remaining payments of 25% each due at 3, 6 & 9 months after policy inception

There is no installment fee charge or interest charged for utilizing the premium payment options. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium. If there are no remaining installments, additional premium resulting from changes in coverage may be due immediately as a separate transaction.

VIII. RENEWALS

The policy will be renewed upon receipt of the required premium on or before the date of each successive policy period. The renewal premium shall be based on rates in effect on the renewal or anniversary date. The applicable forms and endorsements must be made a part of the policy. Additional premiums for policy changes occurring during the current policy term shall be computed pro-rata of the annual premium.

IX. SPECIAL PROVISIONS

A. Retroactive Coverage – Claims Made Only

This extension covers incidents which occurred subsequent to the prior carrier's retroactive date, but which are neither known nor reported as of the inception date of the replacement coverage written by Professional Solutions Insurance Company. The insured may apply for a Retroactive Date that is equal to the retroactive date shown on the previous policy.

Premium for this extension is derived by rating the policy based upon the claims made step factor determined by using the previous carrier's retroactive date.

B. Automatic Reporting Extension – Claims Made Only

This provision applies when coverage under the policy ends, either by action of the insured or the Company through cancellation, termination or non-renewal.

Under the circumstances stated above, the Company will provide a thirty (30) day Automatic Reporting Extension which allows claims to be reported during this time that result from incidents that happened during the time the coverage was in force. The thirty (30) day Automatic Reporting Extension does not apply if the insured purchases any subsequent insurance that replaces in whole or in part the coverage provided by this policy.

Within thirty (30) days of when the policy coverage terminates, the Company must advise the insured of the availability of Extended Reporting Coverage, the premium cost, and the importance of buying this additional coverage extension, commonly called “Tail Coverage”.

The insured will have the greater of sixty (60) days from the date the coverage is terminated, or thirty (30) days from the date of notice, to accept the Extended Reporting Coverage in writing.

C. Extended Reporting Coverage, also called Tail Coverage – Claims Made Only

Extended Reporting Coverage will be provided for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims which arose from incidents, which occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. Extended Reporting Coverage can be applied to individual or entity policies.

The following factors will be applied to the undiscounted mature claims made premium in effect at the time the policy is terminated to calculate the extended reporting endorsement premium:

<u># of Years Completed in Claims Made Program</u>	<u>Tail Factor</u>
1	0.654
2	0.975
3	1.062
4+	1.082

Professional Solutions Insurance Company cannot cancel the Extended Reporting Coverage except for non-payment of the additional premium. Premium is due in full at the time of purchase; no payment plans will be offered.

If the Insured fails to pay the Extended Reporting Endorsement premium when due, the Insured will be liable to the Company for any losses and loss expenses incurred.

The Company provides Extended Reporting Coverage automatically, at no additional charge, in the event that the insured dies or becomes permanently disabled.

The Company also provides Extended Reporting Coverage automatically, at no additional charge, in the event the insured retires at or after age fifty-five (55) and after having been continuously insured with Professional Solutions Insurance Company under a claims made policy for five (5) years. The Extended Reporting Coverage premium will be discounted for insureds who retire at or after age fifty-five (55) with fewer than five (5) years of continuous coverage as follows:

<u># of Years of Continuous Coverage</u>	<u>Extended Reporting Coverage Credit</u>
1 full year	20%
2 full years	40%
3 full years	60%
4 full years	80%

D. Prior Acts Coverage, also called Nose Coverage – Occurrence Only

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured’s previous claims made policy will be covered. The limit of liability provided by this option are the

only limits that shall be applicable to the time period designated above. This endorsement can be applied to individual or entity policies.

The factors listed below will be applied to the undiscounted mature occurrence premium at the applicable limit of liability in the state in which the insured's previous claims made policy was issued.

<u># of Years in Claims Made Maturity</u>	<u>Nose Factor</u>
1	0.628
2	0.936
3	1.020
4+	1.039

E. Change in Rating Classification – Claims Made Only

In the event of a change in exposure or dental practice classification, a premium charge reflecting the difference between the previous and such new exposure or specialty shall be calculated and collected at the time of such change unless:

1. otherwise eligible for Extended Reporting Coverage at no additional charge;
2. with regard to dental practice classification, both the prior and the current specialty fall within the same class;
3. the exposure or dental practice of the practitioner changed more than 4 years prior while insured under claims made coverage; or
4. the exposure or dental practice of the practitioner changed while insured under occurrence coverage.

F. Locum Tenens

Locum Tenens working in the place of an insured shall be provided coverage at no additional premium, for a period not to exceed sixty (60) days per policy term. A completed application must be submitted to the Company for prior underwriting approval.

X. DISCOUNTS

A. New Practitioner

A new practitioner is defined as a person who has completed his or her training, whose only contact with patients has been in the course of his or her training, and who has not been previously insured by Professional Solutions Insurance Company.

1 st year	50% credit
2 nd year	30% credit
3 rd year	10% credit

Those who receive a new practitioner credit will not be eligible to receive any further credits.

B. Part-Time Practitioner

A practitioner must practice 20 hours or less per week to become eligible for this credit. The credit applied is 50% of the approved base premium.

Those who receive a part-time practitioner credit will not be eligible to receive any further credits.

XI. EXPERIENCE RATING

Claims free credits

A claim is defined as a claim closed with incurred indemnity equal to or greater than \$10,000.00 or allocated loss adjustment expense (ALAE) payments plus any Company established reserves for loss or ALAE exceeding \$50,000.

A claim free credit shall apply if the insured has achieved at least 3 years without a claim.

The following schedule will apply:

3 yrs	5%
4 yrs	10%
5+ yrs	15%

Claims debits

Claim frequency debit criteria:

Debit:

One (1) claim opened in the past five (5) years:	0%
Two (2) claims opened in the past five (5) years:	50%
Three (3) claims opened in the past five (5) years:	150%

The debit will not be based on an action that was filed or settled more than five (5) years immediately preceding the issuance or renewal of the policy.

Documentation, including copies of judgments, awards or stipulations of settlement will be requested and reviewed where available.

To obtain and verify experience applicable to each prospective insured, the Company will seek claim information from:

- a. The applicant
- b. The agent or broker
- c. All previous insurers with respect to the experience period in question.

XII. SCHEDULE RATING

Professional Solutions Insurance Company will use the following schedule of modifications to determine appropriate premiums for certain insureds, or groups of insureds, who in the opinion of Professional Solutions Insurance Company, uniquely qualify for such modifications because of factors not contemplated in the filed rate structure of the Company.

The premium for a risk may be modified in accordance with the following, subject to a maximum modification of a 25% credit to a 25% debit to recognize risk characteristics that are not reflected in the otherwise applicable premium. All modifications applied under this schedule rating plan are subject to periodic review. The actual determination of the appropriate credit or debit will be determined through the underwriting review of the applicant's application.

SCHEDULE RATING PROGRAM		Maximum Credit	Maximum Debit
Conscious Sedation	Procedures performed on patients who have been treated with light to moderate conscious sedation, including but not limited to nitrous oxide.	0%	10%
Historical Loss Experience	The frequency or severity of claims for the insured is greater/less than expected experience for an insured of the same classification/size or recognition of unusual circumstances of claims in the loss experience.	25%	25%
Cumulative Years of Patient Experience	The insured demonstrates a stable, longstanding practice and/or significant degree of experience in their current area of medicine.	5%	5%

Classification Anomalies	Characteristics of a particular insured that differentiate the insured from other members of the same class, or recognition of a recent developments within a classification or jurisdiction that are anticipated to impact future loss experience.	25%	25%
Claims Anomalies	Economic, societal or jurisdictional changes or trends that will influence the frequency or severity of claims, or unusual circumstances of a claim(s) which understate/overstate the severity of the claims(s).	10%	10%
Management Control Procedures	Specific operational activities undertaken by the insured to reduce the frequency and/or severity of claims.	10%	10%
Number/Type of Patient Exposures	Size and/or demographics of the patient population which influences the frequency and/or severity of claims.	10%	10%
Organizational Size / Structure	The organization's size and processes are such that economies of scale are achieved while servicing the insured.	5%	5%
Medical Standards, Quality & Claim Review	Presence of a committee that meets on a routine basis to (1) review dental procedures, treatments, and protocols and assist in the integration of such into the practice; (2) assure the quality of the dental care being rendered; and/or (3) provide consistent review of claims/incidents that have occurred and develop corrective action.	10%	10%
Other Risk Management Practices and Procedures	Additional activities undertaken with specific intention of reducing the frequency or severity of claims.	10%	10%
Training, Accreditation & Credentialing	The insured exhibits greater/less than normal participation and support of such activities.	10%	10%
Record – Keeping Practices	Degree to which the insured incorporates methods to maintain quality patient records, referrals, and test results	5%	5%
Utilization of Monitoring Equipment, Diagnostic Tests or Procedures	Demonstrating the willingness to expend the time and capital to incorporate the latest advances in dental treatment and equipment into the practice, or failure to meet accepted standards of care.	10%	10%
Maximum cumulative schedule credit / debit		25%	25%

XIII. ENDORSED COVERAGES – Coverage Options

Active Military Suspension Endorsement – PSIC-DDS-02CM and PSIC-DDS-02OCC

This endorsement suspends coverage, including premium payments, if an insured is called to active military duty. This endorsement provides coverage for claims arising from acts, errors or omissions that occurred prior to the inception of the active military leave. There is no coverage for acts, errors or omissions during the period of active military duty. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail) while on active military duty.

Additional Interests Endorsement – PSIC-DDS-04

This optional endorsement provides coverage to any person or entity named on the endorsement for professional liability imputed to the person or entity solely for the professional negligence of an insured under the policy. There is no additional charge for this endorsement.

Temporary Leave of Absence Endorsement – PSIC-DDS-05CM and PSIC-DDS-05OCC

This endorsement may be utilized if an insured must take a leave of absence from their practice. Insureds who become disabled or take a leave of absence shall become eligible for suspension of coverage at a rate reduction of 90% of the otherwise applicable rate for the period of disability or leave of absence. The period must extend for a minimum length of sixty (60) days or more up to a maximum of one hundred eighty (180) days or until renewal. The lower premium will apply retroactively to the first day of the disability or leave.

This option provides continued protection to the provider who experiences a temporary interruption in his or her practice (subject to the stated eligibility requirements), for claims arising from acts, errors or omissions which occurred prior to the inception of the disability or leave. There is no coverage for acts, errors or omissions during the leave or disability period. For claims made policies, because the policy does not cancel, there is no need for the purchase of Extended Reporting Coverage (Tail).

If disabled, proof of disability must be submitted to the Company for approval, and the calculation of the credit will be on a pro-rata basis for the period of the qualifying disability.

For claims made policies, while on disability or leave, credit toward extended reporting vesting will continue to accrue, and the insured must continue to pay premiums when due.

Eligible Situations For Temporary Leave of Absence: Short-Term Disability, Maternity Leave or any other reason pre-approved by Professional Solutions Insurance Company – does not apply to vacations.

Extended Reporting Endorsement – PSIC-DDS-06 (Claims Made only)

This endorsement provides coverage for an unlimited time period with aggregate liability limits equal to or less than those of the expired coverage to report claims, which arose from incidents that occurred when the coverage was in force. The liability limits provided by this option are the only limits that shall be applicable to the unlimited time period designated above. This endorsement can be applied to group or entity policies.

Prior Acts Endorsement – PSIC-DDS-07 (Occurrence only)

This endorsement will provide nose coverage for dentists who change from a claims made policy to an occurrence policy and do not purchase Extended Reporting Coverage from their previous carrier. Under this endorsement, injuries which occurred on or after the retroactive date and before the expiration date of the insured's previous claims made policy will be covered.

Accelerated Vesting For Extended Reporting Period Endorsement - PSIC-DDS-08 (Claims Made only)

This endorsement amends the years of continuous coverage requirement for the Extended Reporting Endorsement at no additional charge upon retirement.

Vicarious Liability for Affiliated Dental Provider Endorsement – PSIC-DDS-09

Coverage is provided for the vicarious liability of the affiliated dental provider(s) stated in the endorsement, who at the time of the alleged incident, were not otherwise named as an insured under the policy. There is a 10% additional premium charge for each affiliated dentist that is not insured with Professional Solutions Insurance Company.

Locum Tenens Endorsement – PSIC-DDS-10

This endorsement adds coverage for the substitute dentist listed on the endorsement while an insured dentist is temporarily absent from professional practice. There is no additional premium for this endorsement.

Dentist Slot Endorsement – PSIC-DDS-11 (Claims made only)

A slot is used to accommodate one full-time position for a given specialty in practices with a high position turnover. This endorsement provides one separate limit of liability to be shared by the slot dentists within the same slot position as designated in the endorsement. All slot dentists within a slot position must have the same classification. The premium for the slot position is based on the full-time, mature rate for the given classification.

Full Time Equivalent (FTE) Dentist Endorsement – PSIC-DDS-12 (Claims Made only)

A Full-time Equivalency (FTE) is used to accommodate multiple dentists sharing one or more full-time positions within the given specialty. This endorsement provides one separate limit of liability to be shared by the FTE dentists within the same FTE position as designated in the endorsement. All FTE dentists within an FTE position must have the same classification. The premium for the FTE position is based on the total hours of practice of the FTE position and the full-time, mature rate for the given classification.

Illinois Restricted Practice Endorsement – PSIC-DDS-IL-04

This endorsement excludes the designated specialty, procedure or practice activity for the insured(s) specified on the endorsement. The Named Insured’s signature is required on this endorsement.

Illinois Vicarious Liability Risks Excluded Endorsement – PSIC-DDS-IL-03

This endorsement excludes any vicarious liability arising from professional services provided by, or which should have been provided by, any excluded dental provider(s) designated on the endorsement. The Named Insured’s signature is required on this endorsement.

Facial Cosmetics Endorsement – PSIC-DDS-15

This endorsement amends the definition of Professional Services to include facial cosmetic/aesthetic procedures that are adjunct to dental care, performed by the dentist designated on the endorsement. There is a flat charge of \$500 for this coverage.

Corporation and Partnership Legal Defense for Government Proceedings Amendatory Endorsement – PSIC-DDS-16

This endorsement amends the aggregate limit of liability for legal expenses with respect to covered proceedings for corporation and partnership policies. There is no additional premium for this endorsement.

Covered Proceeding Amendatory Endorsement – PSIC-DDS-17CM and PSIC-DDS-17OCC

This mandatory endorsement amends the definition of Covered Proceeding under the policy.

Network Security & Privacy Proceeding Endorsement – PSIC-DDS-18

This mandatory endorsement provides coverage for Network Security and Privacy Proceedings. The charge for this endorsement will be \$30 per full-time insured dentist and each professional entity with a separate limit of liability and \$15 per part-time insured dentist.

XIV. CLASSIFICATION PLAN

<u>Specialty Codes</u>	<u>Class</u>	<u>Description</u>	<u>FACTOR</u>
80211	1	Dentist incl. Local anesthesia and/or oral medication only Dentist incl. Conscious Sedation Dentist incl. Facial Cosmetics Oral & Maxillofacial Pathology	1.00
80210	4	Dental Anesthesiology or Oral & Maxillofacial Radiologist	3.00
80210	5	Oral & Maxillofacial Surgery	5.00

XV. PROFESSIONAL ENTITY COVERAGE

A. Shared Limits of Liability:

Coverage for professional entities, including solo practitioners, may be written with a shared limit of liability. There is no additional premium charge for shared limits of liability.

B. Separate Limits of Liability:

Coverage for professional entities, including solo practitioners, may be written with a separate limit of liability. The premium charge for separate limits in which all members, stockholders or employees are insured with Professional Solutions Insurance Company will be 10% of the discounted manual rate for all specialties except Oral & Maxillofacial Surgery and 1% for Oral Maxillofacial Surgery, with the maximum premium limited to a cap of the top 5 highest rated dental providers listed on the Declarations and Schedule of Insureds when calculating the premium.

XVI. RATES

Claims Made Base Rate (for Class 1 provider @ 100/300 limits)

<u>Illinois Territory 01</u> (Cook County)	\$1,529.00
<u>Illinois Territory 02</u> (Remainder of State)	\$838.00

Occurrence Base Rate (for Class 1 provider @ 100/300 limits)

<u>Illinois Territory 01</u> (Cook County)	\$1,662.00
<u>Illinois Territory 02</u> (Remainder of State)	\$911.00

Increase limit factors: The applicable limit factor is determined by the chosen limit option on the application.

Limits of Liability	Increase Limit Factors
\$100,000/\$300,000	1.00
\$200,000/\$600,000	1.14
\$250,000/\$750,000	1.31
\$500,000/\$1,000,000	1.33
\$1,100,000/\$3,000,000	1.56
\$2,000,000/\$4,000,000	1.72

Claims-Made Step Factors:

Year	Claims-Made Step Factor
1	0.32
2	0.60
3	0.81
4	0.90
Mature	1.00

6th Month Rule: If the period between the retroactive date and the policy effective date is less than 6 months, rate at year 1. If the period is more than 6 months, rate at year 2, with each of the next consecutive claims made step increases applied at each renewal.