

# 2019 MEDICAL PROFESSIONAL LIABILITY CLAIMS STUDY



## ILLINOIS DEPARTMENT OF INSURANCE

October 2019

JB Pritzker  
Governor

Robert H. Muriel  
Director



# Illinois Department of Insurance

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**JB PRITZKER**  
Governor

**ROBERT H. MURIEL**  
Director

October 1, 2019

The Honorable JB Pritzker  
Governor  
207 State House  
Springfield, IL 62706

The Honorable John J. Cullerton  
President of the Senate  
327 State House  
Springfield, IL 62706

The Honorable Michael J. Madigan  
Speaker of the House  
300 State House  
Springfield, IL 62706

***Re: 2019 Medical Professional Liability Claims Study***

Dear Governor Pritzker, President Cullerton, and Speaker Madigan:

Section 155.19 of the Illinois Insurance Code (215 ILCS 5/155.19) requires the Department of Insurance to periodically release a medical professional liability claims study. I am pleased to release this study, which encompasses closed claims information that is filed with the Department by insurance companies with medical professional liability claims in Illinois.

Very Truly Yours,

A handwritten signature in blue ink that reads "Muriel".

Robert H. Muriel  
Director

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## Introduction

To assist the Director of Insurance in monitoring the long-tailed and volatile line of medical professional liability insurance, Section 155.19 of the Illinois Insurance Code (215 ILCS 5/155.19) requires licensed insurance companies to report Illinois medical professional liability claims or suits. Section 155.19 also requires the Director to periodically release statistical reports based on the reported data. This study is based on medical professional liability claims reported against defendant physicians and surgeons, which were closed between January 1, 2012, and December 31, 2017. These claims include, but are not limited to, lawsuits and direct patient claims.

This study primarily provides an analysis of the following areas:

- "Indemnity Paid" – the total amount of loss settlement dollars paid by the insurance company.
- "Amounts Paid to Defense Counsel" – defense attorney fees paid by the insurance company.
- "Adjusting and Other Expenses" (AOE) – the amount incurred by the insurance company to settle a claim.

With any dataset, outliers are usually an unavoidable fact and the dataset used to conduct this study is no different. When comparing median and average, there are a couple of things to keep in mind:

- When the average and median are similar, they are reflective of the typical amount in a particular category.
- If the median is lower than the average, the difference is likely to be attributed to a few large amounts that raise the average.
- Similarly, if the median is larger than the average, the difference is likely to be attributed to a few small amounts that tend to lower the average.

Therefore, averages tend to be sensitive to outliers since a few small or large amounts could lower or raise the average to the point where it does not reflect the typical amount. Median on the other hand is not affected by outliers since it looks at the midpoint of all the data points, so it better reflects the typical amount for that particular variable.

## **Limitation**

When reviewing this report, the reader should keep in mind the following limitations of the underlying data and the final report:

- Portions of this report cannot be compared to previous report results – For this report, the Department changed the methodology of compiling the data for some sections. The differences incorporated impact items such as the amounts of indemnity paid and the medical provider specialty groupings. Prior studies have not been reformatted or revised. Therefore, it is important for reviewers not to conduct improper data comparisons of this report to prior reports in these areas.
- Report does not evaluate medical professional liability insurance rates – This report does not attempt to evaluate past or current medical professional liability insurance rates, nor is it predictive of future trends in medical professional liability insurance rates.
- Report provides only a partial analysis of the overall Illinois medical professional liability insurance marketplace – This report provides only a partial analysis of the Illinois medical professional liability insurance marketplace for several reasons:
  - Data pertains to claims closed against physicians and surgeons only. This report does not include closed claim information for other health care providers such as dentists, nurses, optometrists, chiropractors, podiatrists/chiropractists, hospitals, nursing homes, pharmacies, clinics or corporations.
  - The medical professional liability insurance marketplace consists of many entities that provide medical professional liability insurance to health care providers. When the Reform Law was in effect (pre-2007), various entities other than licensed insurance companies were also required to report data such as Self-Insured Hospitals, Stop Loss Insurer, Captive Insurers, Risk Retention Groups, County Risk Retention Trust, Religious or Charitable Risk Pooling Trust, and Surplus Lines Insurers. Under the current version of the Law, only licensed insurance companies are required to report data and the additional entities may voluntarily report data.
  - Report does not provide information about the number of active insurers writing medical professional liability insurance for physicians and surgeons and whether that number has increased or decreased over the report period, or whether insurers have made business decisions to increase or decrease their medical professional liability writings in certain classifications and/or territories.
- Data may contain anomalies – The Department makes every possible effort to ensure the accuracy, consistency, and completeness of the data. The Department provides all insurers with the same set of instructions and filing requirements, and Department personnel attempt to follow up on incomplete reports or anomalies in data. The accuracy of the report still depends largely on the accuracy of the data reported by insurers. Individual insurers and individual data entry personnel employed by those insurers may interpret data fields differently. As a result, errors and inconsistencies may still occur. Due to time constraints and limited resources, the Department cannot verify the accuracy of

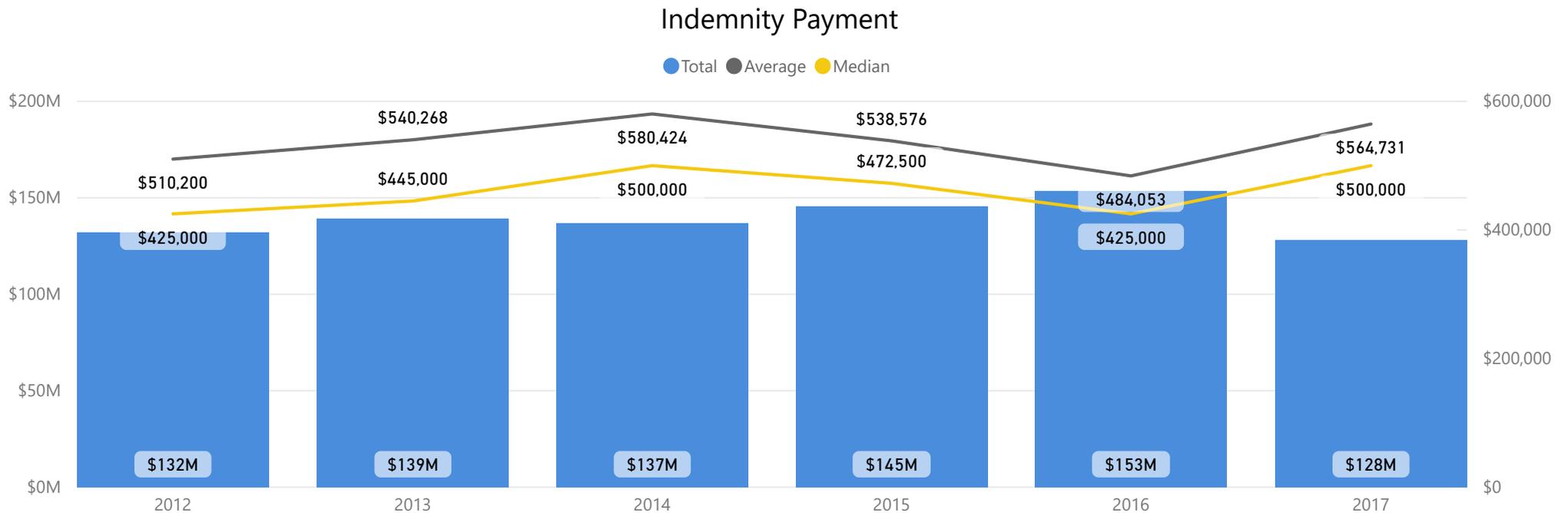
certain claim data reported and must rely solely on the accuracy of the reporting insurer. In addition, some sections within the study may have individual claims omitted if presentation would allow identification of a specific claim, i.e., only one claim is in a particular category.

- Data is not adjusted for economic differences over time – The data has not been adjusted for economic differences occurring during the report period, such as inflation and cost of medical care. According to Consumer Price Index (CPI), the average inflation rate for years 2012 to 2017 in Chicago-Gary-Kenosha, IL-IN-WI area was 1.02%. Further information on CPI can be found at <http://www.bls.gov/cpi/>
- Data does not distinguish between policies and coverage amounts – The report does not analyze the data by type of policy (e.g. primary, excess, prior acts or extended reporting period), limits of insurance purchased, or size of deductibles to determine whether these factors affect the frequency or severity of claims.
- Data is reported separately for each insured physician or surgeon – If a claim is made against more than one physician or surgeon for the same incident, the data is reported separately for each defendant according to his/her individual policy information. While some may argue that this method overstates the frequency of “incidents” and understates the severity of an “incident,” this method keeps further inconsistencies/inaccuracies to a minimum by avoiding incomplete and/or inaccurate data reporting by insurers for co-defendants they do not insure.
- Report does not include information about open claims – This report analyzes only closed claims data. Any claims that are still open, such as claims that are in settlement negotiations or on trial, are not included in this study. The analysis of closed claims information is valuable; however, open claims information may be more indicative of the current environment.
- Illinois County Population – For the slides that break down the data based on regions, population estimates as of July 1, 2017 are provided for the respective regions. Further information on population can be found at <https://factfinder.census.gov>

## Indemnity Payment

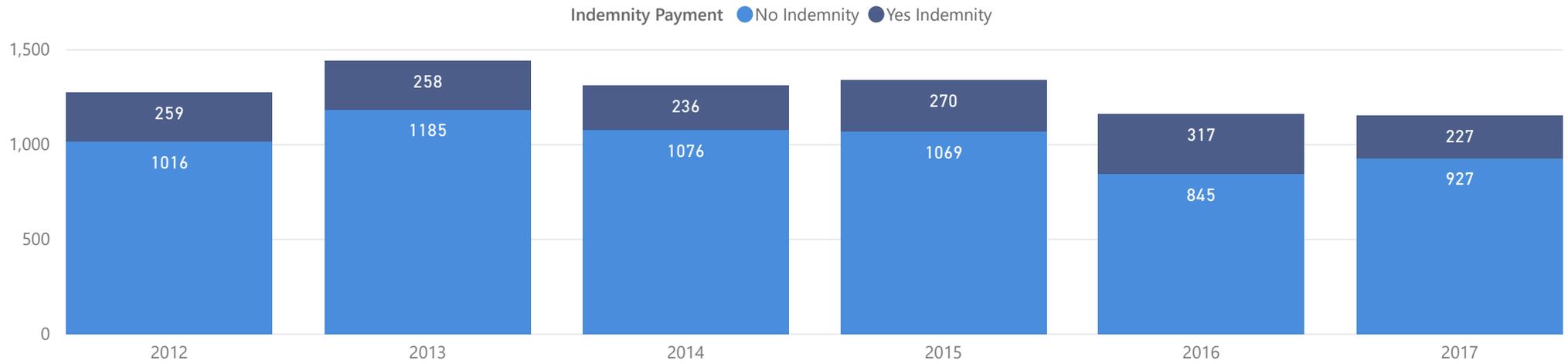
Year	Total Number of Closed Claims	Number of Claims with Indemnity Payment	Percent of Claims with Indemnity Payment	Total Indemnity Payment	Average Indemnity of Paid Claims	Median Indemnity of Paid Claims	Year
2012	1275	259	20.3%	\$132,141,919	\$510,200	\$425,000	2012
2013	1443	258	17.9%	\$139,389,027	\$540,268	\$445,000	2013
2014	1312	236	18.0%	\$136,980,176	\$580,424	\$500,000	2014
2015	1339	270	20.2%	\$145,415,590	\$538,576	\$472,500	2015
2016	1162	317	27.3%	\$153,444,857	\$484,053	\$425,000	2016
2017	1154	227	19.7%	\$128,194,029	\$564,731	\$500,000	2017
<b>Total</b>	<b>7685</b>	<b>1567</b>	<b>20.4%</b>	<b>\$835,565,598</b>	<b>\$533,226</b>	<b>\$475,000</b>	

There is an increase in total number of closed claims from 2012 to 2013, and then a generally decreasing pattern through 2017. There is no consistent pattern in the number of closed claims with indemnity payment. However, the percentage of closed claims with indemnity payment has hovered in the 17.5% - 20.5% range for all years except for 2016, where it rose to 27.3%. In 2016, the number and percent of claims with indemnity were both above the average for other years in this study, and could be considered an outlier in the data.

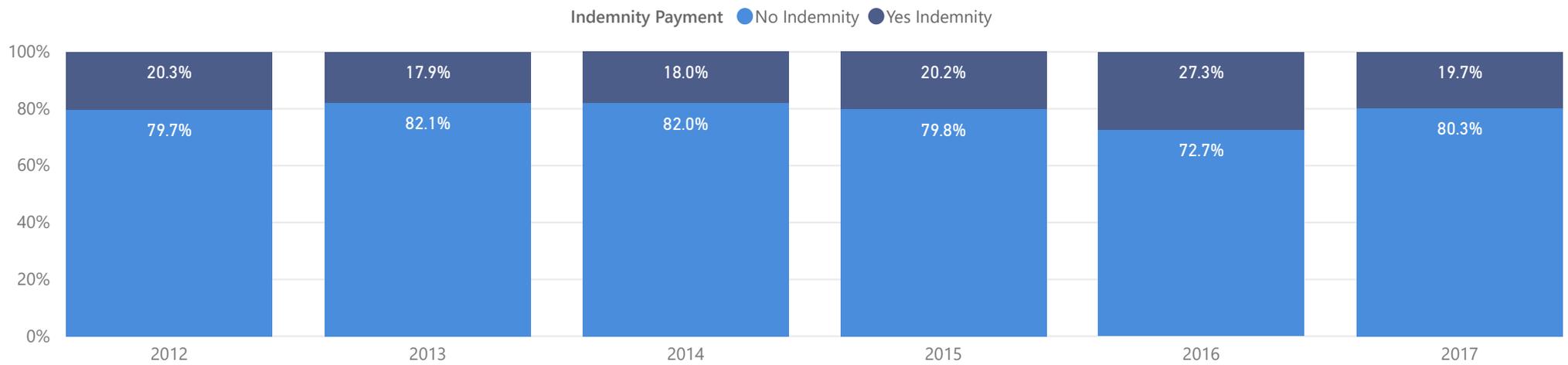


The median indemnity of paid claims is lower than the average for all years, which means a few large paid claims raise the average above the typical payment. The median is not affected by large variability which tends to distort an average. The average and median increase and decrease in unison, with both rising from 2012 through 2014 and then decreasing in 2015 and 2016, while 2017 shows another increase.

## Indemnity Payment - Number of Closed Claims



## Indemnity Payment - Percentage of Closed Claims



The two graphs above represent the same data; the top graph shows the data in count format, and the bottom graph shows the data in percentage format.

2016 is a true outlier in terms of both the number of claims closed with indemnity payment and percentage of closed claims that included indemnity payment. Aside from 2016, between 17.5% and 20.5% of closed claims included indemnity payment for all other years included in the study.

# Defense Counsel Payment

Total Defense Counsel Payments

Year	No. of Claims	Total	Average	Median
2012	971	\$55,950,167	\$57,621	\$34,881
2013	1100	\$65,070,849	\$59,155	\$40,338
2014	936	\$57,004,325	\$60,902	\$42,052
2015	1042	\$69,600,119	\$66,795	\$47,093
2016	930	\$67,296,340	\$72,362	\$47,384
2017	922	\$43,571,907	\$47,258	\$21,239
<b>Total</b>	<b>5901</b>	<b>\$358,493,707</b>	<b>\$60,751</b>	<b>\$39,261</b>

Defense Counsel Payments Only

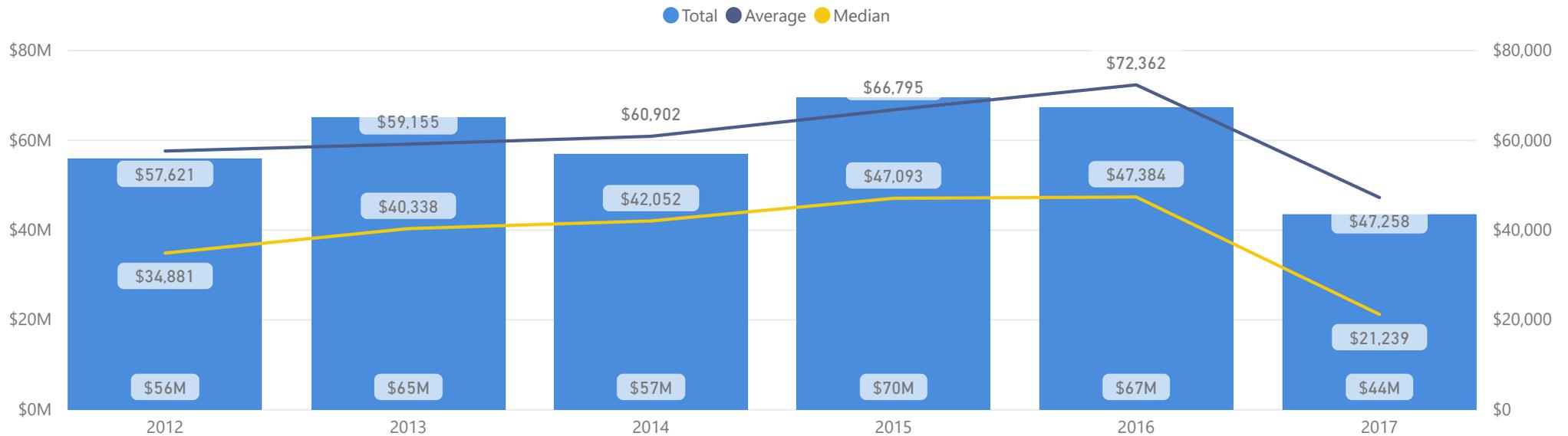
Year	No. of Claims	Total	Average	Median
2012	736	\$37,167,074	\$50,499	\$26,698
2013	858	\$43,579,318	\$50,792	\$31,532
2014	712	\$36,642,161	\$51,464	\$34,051
2015	785	\$42,882,526	\$54,627	\$37,483
2016	647	\$37,883,698	\$58,553	\$31,309
2017	716	\$26,556,853	\$37,091	\$11,075
<b>Total</b>	<b>4454</b>	<b>\$224,711,629</b>	<b>\$50,452</b>	<b>\$29,289</b>

Indemnity & Defense Counsel Payments

Year	No. of Claims	Total	Average	Median
2012	235	\$18,783,093	\$79,928	\$60,165
2013	242	\$21,491,531	\$88,808	\$66,765
2014	224	\$20,362,164	\$90,903	\$69,283
2015	257	\$26,717,593	\$103,960	\$82,320
2016	283	\$29,412,642	\$103,932	\$80,028
2017	206	\$17,015,054	\$82,597	\$55,087
<b>Total</b>	<b>1447</b>	<b>\$133,782,078</b>	<b>\$92,455</b>	<b>\$70,710</b>

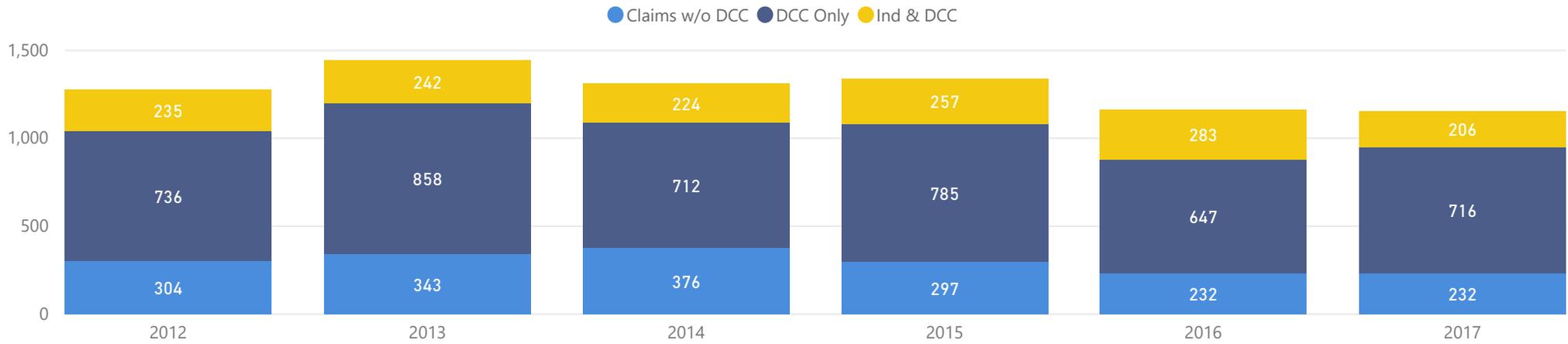
A large portion of defense counsel payments are for claims with defense counsel payments only. However, average and median defense counsel payments for claims with no indemnity payment are lower compared to claims with indemnity payments.

Total Payment to Defense Counsel

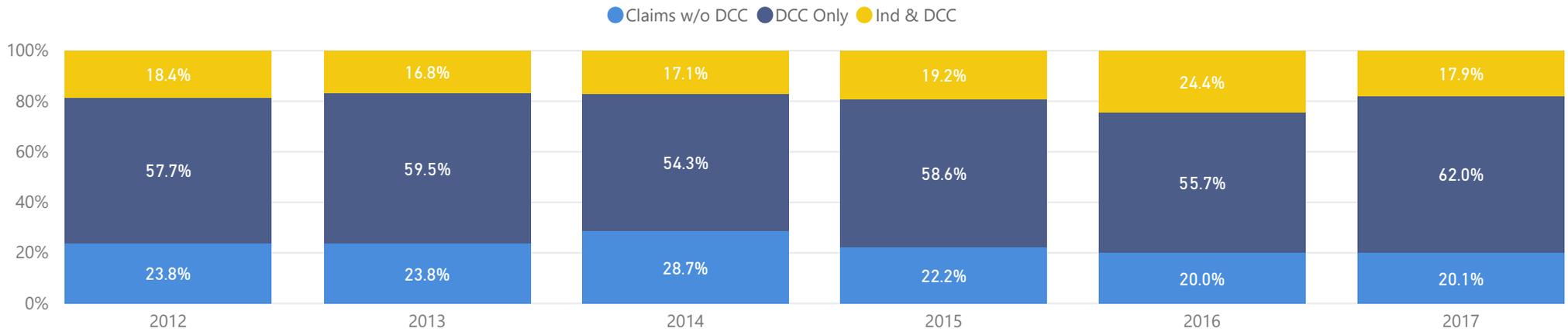


The median and average total defense counsel payments show a year-to-year increase from 2012 through 2016 and then a sharp decrease in 2017. Similar to indemnity payments, the median defense counsel payment is lower than the average for all years. From 2012 to 2017, averages range from \$47,000 to \$73,000, while medians range from \$21,000 to \$48,000.

### Defense Counsel Payment - Number of Closed Claims



### Defense Counsel Payment - Percentage of Closed Claims



The two graphs above represent the same data; the top graph shows the data in count format, and the bottom graph shows the data in percentage format.

Each year, 54% to 62% of claims have only defense counsel payments, and 16% to 25% of claims have both defense counsel and indemnity payments.

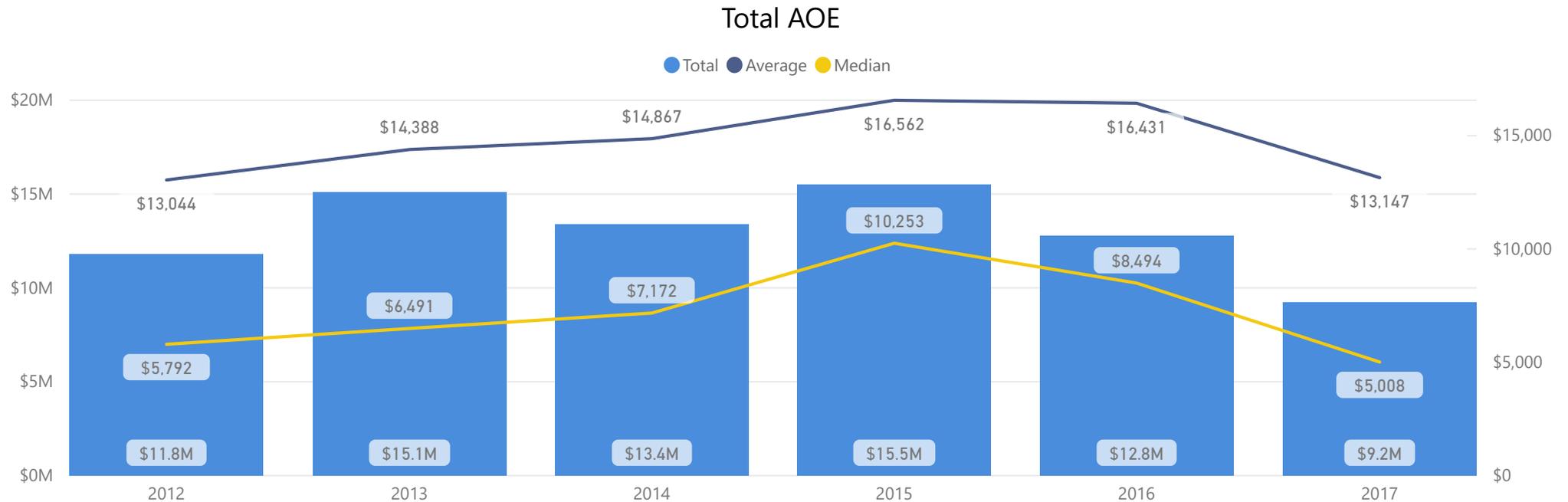
## Adjusting and Other Expenses (AOE)

Total AOE				
Year	No. of Claims	Total	Average	Median
2012	905	\$11,804,836	\$13,044	\$5,792
2013	1049	\$15,093,200	\$14,388	\$6,491
2014	901	\$13,395,326	\$14,867	\$7,172
2015	936	\$15,502,491	\$16,562	\$10,253
2016	778	\$12,782,973	\$16,431	\$8,494
2017	701	\$9,215,984	\$13,147	\$5,008
<b>Total</b>	<b>5270</b>	<b>\$77,794,809</b>	<b>\$14,762</b>	<b>\$7,230</b>

AOE Only				
Year	No. of Claims	Total	Average	Median
2012	696	\$7,845,617	\$11,272	\$3,800
2013	830	\$9,281,774	\$11,183	\$4,758
2014	688	\$7,757,642	\$11,276	\$5,036
2015	702	\$9,749,378	\$13,888	\$7,479
2016	521	\$6,869,054	\$13,184	\$6,463
2017	535	\$5,357,306	\$10,014	\$3,372
<b>Total</b>	<b>3972</b>	<b>\$46,860,772</b>	<b>\$11,798</b>	<b>\$4,970</b>

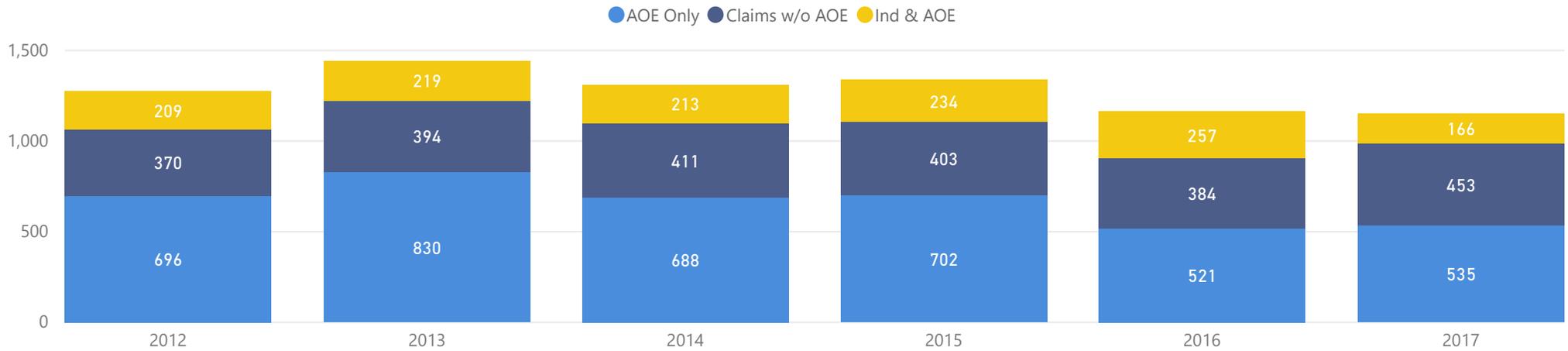
Indemnity and AOE				
Year	No. of Claims	Total	Average	Median
2012	209	\$3,959,219	\$18,944	\$13,094
2013	219	\$5,811,426	\$26,536	\$18,140
2014	213	\$5,637,684	\$26,468	\$14,826
2015	234	\$5,753,113	\$24,586	\$18,147
2016	257	\$5,913,918	\$23,011	\$15,069
2017	166	\$3,858,677	\$23,245	\$12,183
<b>Total</b>	<b>1298</b>	<b>\$30,934,037</b>	<b>\$23,832</b>	<b>\$15,785</b>

Sixty-nine percent (69%) of all closed claims from 2012 through 2017 have had AOE payments. The number of claims with AOE payments have generally shown a decreasing trend from 2013 to 2017. The average and median AOE payment for claims that include both indemnity payment and AOE payment is higher than the average and median for closed claims that have AOE payment without indemnity payment.

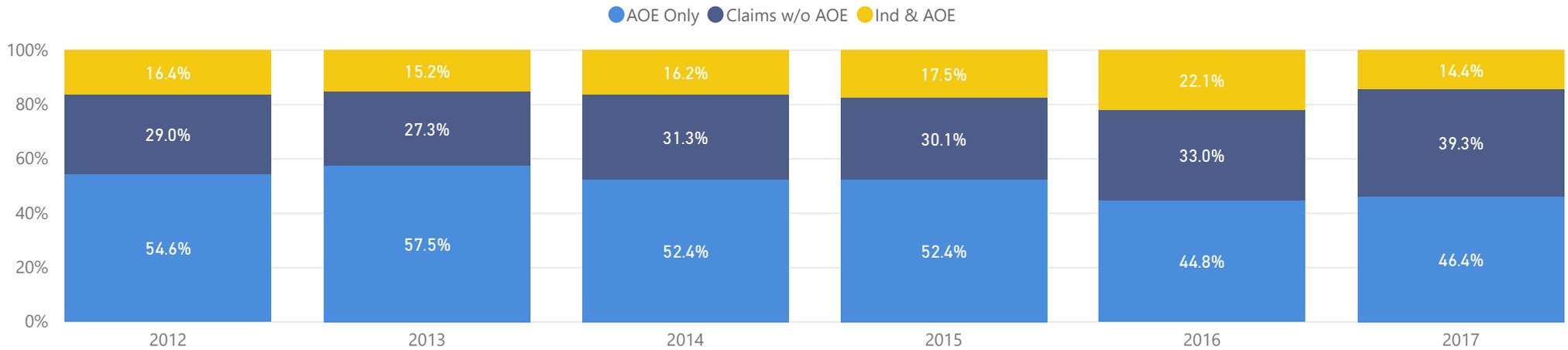


The median AOE payment is lower than the average for all years studied. From 2012 through 2017, average AOE payments ranged from \$13,000 to \$17,000, while median AOE payments ranged from \$5,000 to \$11,000.

### AOE Payment - Number of Closed Claims



### AOE Payment - Percentage of Closed Claims



The two graphs above represent the same data; the top graph shows the data in count format, and the bottom graph shows the data in percentage format.

The number and percentage of claims with both Indemnity and AOE payments remained consistent between 2012 and 2014 before increasing in both 2015 and 2016 and then falling sharply in 2017. The number and percentage of claims with only AOE payments increased from 2012–2013, then showed a generally decreasing pattern from 2013–2016, with a slight uptick in 2017.

## Indemnity Payment by Size of Loss

Year	Indemnity Range	No. of Claims with Indemnity Payment	Percent of Claims with Indemnity Payment	Total Indemnity Payment	Percent of Total Indemnity Payment	Average Indemnity Payment	Median Indemnity Payment
2012	\$1-\$99,999	45	17.37%	\$2,223,750	1.68%	\$49,417	\$50,000
2012	\$100,000-\$399,999	81	31.27%	\$18,086,402	13.69%	\$223,289	\$216,667
2012	\$400,000-\$699,999	40	15.44%	\$20,333,000	15.39%	\$508,325	\$500,000
2012	\$700,000-\$999,999	41	15.83%	\$34,009,500	25.74%	\$829,500	\$800,000
2012	>\$1,000,000	52	20.08%	\$57,489,268	43.51%	\$1,105,563	\$1,000,000
<b>Total</b>		<b>259</b>	<b>100.00%</b>	<b>\$132,141,919</b>	<b>100.00%</b>	<b>\$510,200</b>	<b>\$425,000</b>

Year	Indemnity Range	No. of Claims with Indemnity Payment	Percent of Claims with Indemnity Payment	Total Indemnity Payment	Percent of Total Indemnity Payment	Average Indemnity Payment	Median Indemnity Payment
2013	\$1-\$99,999	34	13.18%	\$1,422,499	1.02%	\$41,838	\$40,000
2013	\$100,000-\$399,999	79	30.62%	\$19,203,239	13.78%	\$243,079	\$250,000
2013	\$400,000-\$699,999	45	17.44%	\$22,617,983	16.23%	\$502,622	\$500,000
2013	\$700,000-\$999,999	53	20.54%	\$44,395,305	31.85%	\$837,647	\$810,105
2013	>\$1,000,000	47	18.22%	\$51,750,000	37.13%	\$1,101,064	\$1,000,000
<b>Total</b>		<b>258</b>	<b>100.00%</b>	<b>\$139,389,027</b>	<b>100.00%</b>	<b>\$540,268</b>	<b>\$445,000</b>

Year	Indemnity Range	No. of Claims with Indemnity Payment	Percent of Claims with Indemnity Payment	Total Indemnity Payment	Percent of Total Indemnity Payment	Average Indemnity Payment	Median Indemnity Payment
2014	\$1-\$99,999	28	11.86%	\$1,042,452	0.76%	\$37,230	\$40,000
2014	\$100,000-\$399,999	65	27.54%	\$15,881,812	11.59%	\$244,336	\$250,000
2014	\$400,000-\$699,999	53	22.46%	\$27,388,575	19.99%	\$516,766	\$500,000
2014	\$700,000-\$999,999	33	13.98%	\$27,378,815	19.99%	\$829,661	\$825,000
2014	>\$1,000,000	57	24.15%	\$65,288,522	47.66%	\$1,145,413	\$1,000,000
<b>Total</b>		<b>236</b>	<b>100.00%</b>	<b>\$136,980,176</b>	<b>100.00%</b>	<b>\$580,424</b>	<b>\$500,000</b>

Year	Indemnity Range	No. of Claims with Indemnity Payment	Percent of Claims with Indemnity Payment	Total Indemnity Payment	Percent of Total Indemnity Payment	Average Indemnity Payment	Median Indemnity Payment
2015	\$1-\$99,999	36	13.33%	\$1,350,720	0.93%	\$37,520	\$31,250
2015	\$100,000-\$399,999	83	30.74%	\$20,755,357	14.27%	\$250,065	\$250,000
2015	\$400,000-\$699,999	51	18.89%	\$26,382,013	18.14%	\$517,294	\$500,000
2015	\$700,000-\$999,999	43	15.93%	\$34,277,500	23.57%	\$797,151	\$750,000
2015	>\$1,000,000	57	21.11%	\$62,650,000	43.08%	\$1,099,123	\$1,000,000
<b>Total</b>		<b>270</b>	<b>100.00%</b>	<b>\$145,415,590</b>	<b>100.00%</b>	<b>\$538,576</b>	<b>\$472,500</b>

Year	Indemnity Range	No. of Claims with Indemnity Payment	Percent of Claims with Indemnity Payment	Total Indemnity Payment	Percent of Total Indemnity Payment	Average Indemnity Payment	Median Indemnity Payment
2016	\$1-\$99,999	75	23.66%	\$3,146,854	2.05%	\$41,958	\$45,000
2016	\$100,000-\$399,999	78	24.61%	\$17,435,828	11.36%	\$223,536	\$207,500
2016	\$400,000-\$699,999	58	18.30%	\$30,098,316	19.62%	\$518,936	\$500,000
2016	\$700,000-\$999,999	44	13.88%	\$36,613,859	23.86%	\$832,133	\$833,333
2016	>\$1,000,000	62	19.56%	\$66,150,000	43.11%	\$1,066,935	\$1,000,000
<b>Total</b>		<b>317</b>	<b>100.00%</b>	<b>\$153,444,857</b>	<b>100.00%</b>	<b>\$484,053</b>	<b>\$425,000</b>

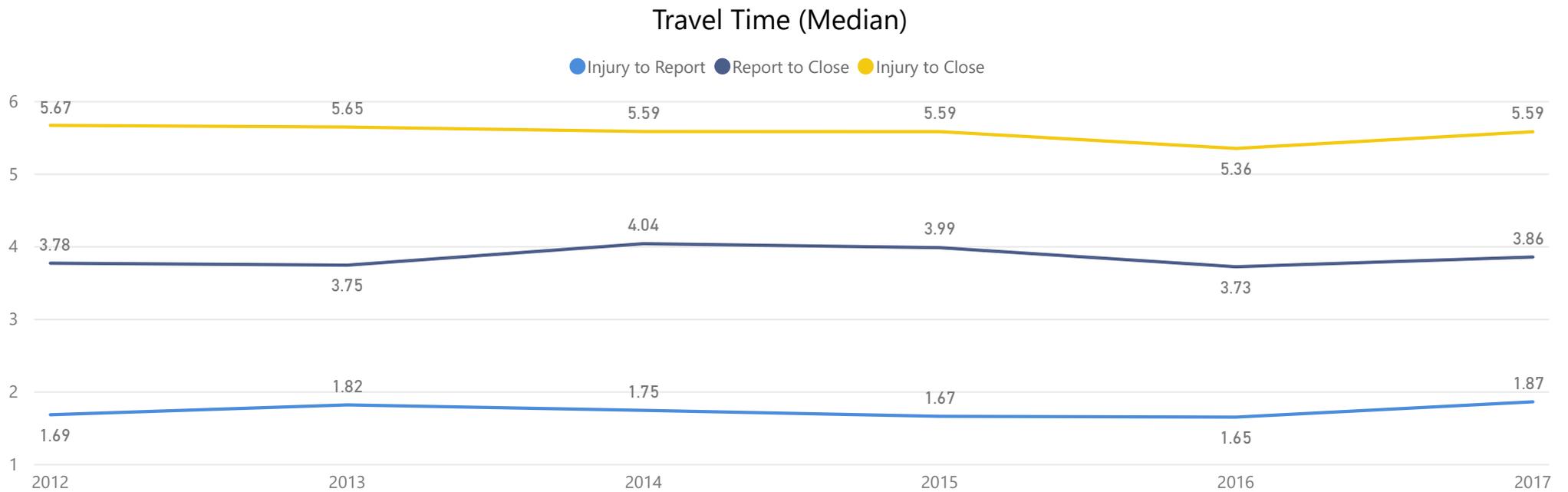
Year	Indemnity Range	No. of Claims with Indemnity Payment	Percent of Claims with Indemnity Payment	Total Indemnity Payment	Percent of Total Indemnity Payment	Average Indemnity Payment	Median Indemnity Payment
2017	\$1-\$99,999	51	22.47%	\$1,742,977	1.36%	\$34,176	\$25,000
2017	\$100,000-\$399,999	41	18.06%	\$9,009,811	7.03%	\$219,751	\$205,000
2017	\$400,000-\$699,999	38	16.74%	\$19,139,417	14.93%	\$503,669	\$499,750
2017	\$700,000-\$999,999	42	18.50%	\$35,508,333	27.70%	\$845,437	\$850,000
2017	>\$1,000,000	55	24.23%	\$62,793,490	48.98%	\$1,141,700	\$1,000,000
<b>Total</b>		<b>227</b>	<b>100.00%</b>	<b>\$128,194,029</b>	<b>100.00%</b>	<b>\$564,731</b>	<b>\$500,000</b>

# Travel Time

Year	Count	Injury to Report Average	Injury to Report Median	Report to Close Average	Report to Close Median	Injury to Close Average	Injury to Close Median
2012	259	1.75	1.69	4.28	3.78	6.03	5.67
2013	258	1.87	1.82	4.16	3.75	6.03	5.65
2014	236	1.73	1.75	4.61	4.04	6.33	5.59
2015	270	1.64	1.67	4.41	3.99	6.05	5.59
2016	317	1.66	1.65	4.08	3.73	5.74	5.36
2017	227	1.84	1.87	4.19	3.86	6.03	5.59
<b>Total</b>	<b>1567</b>	<b>1.74</b>	<b>1.75</b>	<b>4.28</b>	<b>3.86</b>	<b>6.02</b>	<b>5.54</b>

Time is calculated in years.

It has taken a little less than 2 years on average for a claim to be reported and approximately 4 additional years for the claim to closed. On average, an MPL claim will span 6 years from the time of injury to closure of the claim.



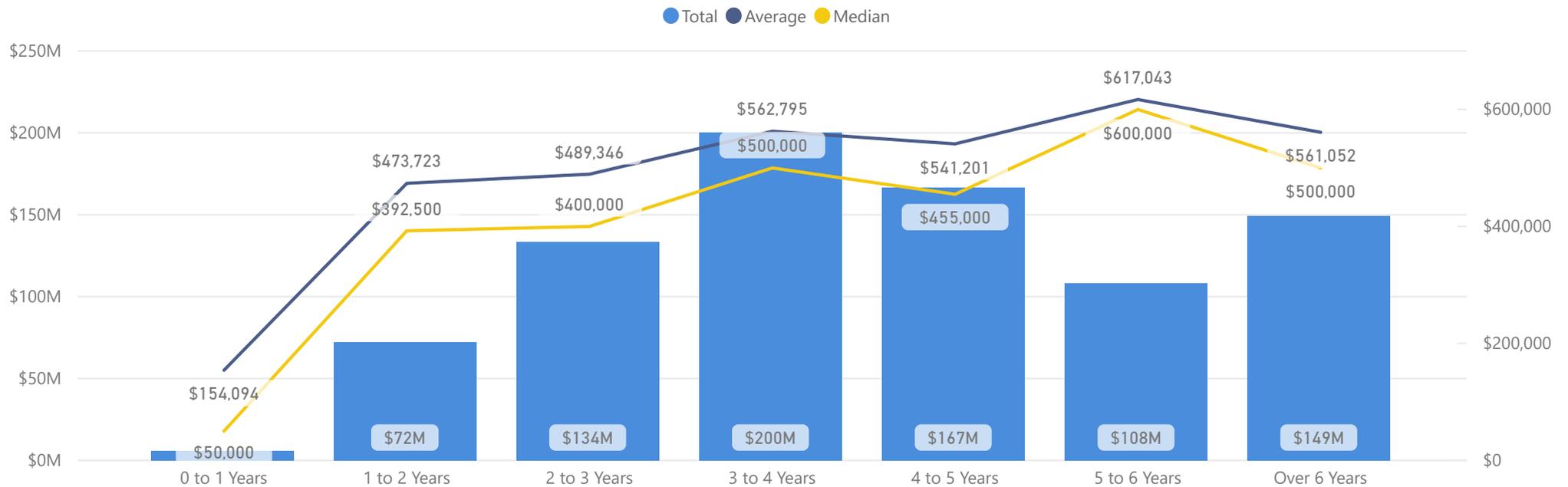
Since travel time has stayed consistent over the years for both the median and average, only the median is displayed in the graph above. The median time from injury to close date is approximately 4–9 months shorter than what appears for the average.

# Indemnity, Defense Costs and AOE by Travel Time

Total		Indemnity Payment					Defense Costs					AOE				
Report To Close Range	No. of Claims	Report To Close Range	No. of Claims	Total	Average	Median	Report To Close Range	No. of Claims	Total	Average	Median	Report To Close Range	No. of Claims	Total	Average	Median
0 to 1 Years	1755	0 to 1 Years	37	\$5,701,469	\$154,094	\$50,000	0 to 1 Years	922	\$5,118,470	\$5,551	\$3,162	0 to 1 Years	789	\$604,723	\$766	\$264
1 to 2 Years	1309	1 to 2 Years	152	\$72,005,822	\$473,723	\$392,500	1 to 2 Years	826	\$18,052,192	\$21,855	\$15,645	1 to 2 Years	716	\$2,992,543	\$4,180	\$2,155
2 to 3 Years	1212	2 to 3 Years	273	\$133,591,374	\$489,346	\$400,000	2 to 3 Years	952	\$41,160,216	\$43,236	\$33,254	2 to 3 Years	853	\$7,744,797	\$9,079	\$5,459
3 to 4 Years	1175	3 to 4 Years	356	\$200,354,860	\$562,795	\$500,000	3 to 4 Years	1066	\$69,065,880	\$64,790	\$52,052	3 to 4 Years	931	\$13,399,900	\$14,393	\$10,414
4 to 5 Years	877	4 to 5 Years	308	\$166,689,827	\$541,201	\$455,000	4 to 5 Years	825	\$66,770,323	\$80,934	\$64,882	4 to 5 Years	748	\$14,146,291	\$18,912	\$14,012
5 to 6 Years	499	5 to 6 Years	175	\$107,982,525	\$617,043	\$600,000	5 to 6 Years	471	\$49,767,950	\$105,664	\$85,325	5 to 6 Years	431	\$10,705,330	\$24,838	\$19,603
Over 6 Years	858	Over 6 Years	266	\$149,239,721	\$561,052	\$500,000	Over 6 Years	839	\$108,558,676	\$129,391	\$103,774	Over 6 Years	802	\$28,201,225	\$35,164	\$24,957
<b>Total</b>	<b>7685</b>	<b>Total</b>	<b>1567</b>	<b>\$835,565,598</b>	<b>\$533,226</b>	<b>\$475,000</b>	<b>Total</b>	<b>5901</b>	<b>\$358,493,707</b>	<b>\$60,751</b>	<b>\$39,261</b>	<b>Total</b>	<b>5270</b>	<b>\$77,794,809</b>	<b>\$14,762</b>	<b>\$7,230</b>

The claims with travel times between two and five years make up 60% of all claims with an indemnity payment and make up 60% of the total indemnity payment.

## Indemnity Payment by Travel Time



Median and average indemnity payments increase with the travel time up until the 3–4 year mark and then fluctuate for the longer time frames. The peak severity occurs in the 5–6 year time frame, though the number of claims in that group is less than those in the surrounding groupings.

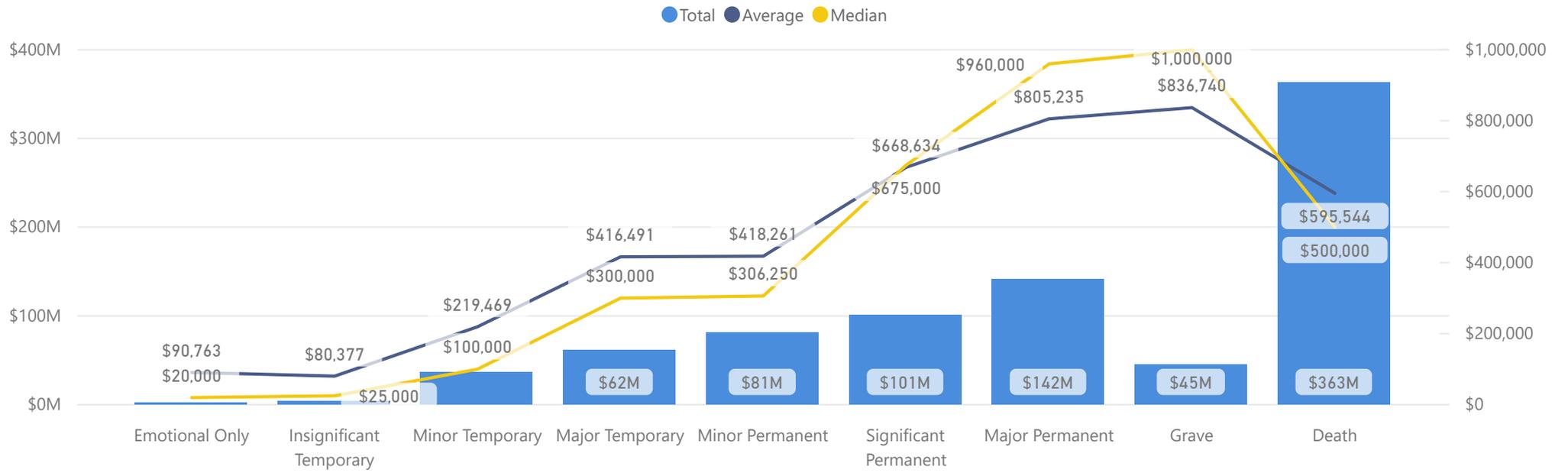
## Indemnity, Defense Costs and AOE by Severity of Injury.

Total			Indemnity Payment					
Severity	No. of Claims	Percent of Claims	Severity	No. of Claims	Percent of Claims	Total	Average	Median
Emotional Only	450	5.86%	Emotional Only	24	1.53%	\$2,178,320	\$90,763	\$20,000
Insignificant Temporary	390	5.07%	Insignificant Temporary	45	2.87%	\$3,616,956	\$80,377	\$25,000
Minor Temporary	1173	15.26%	Minor Temporary	166	10.59%	\$36,431,791	\$219,469	\$100,000
Major Temporary	796	10.36%	Major Temporary	148	9.44%	\$61,640,729	\$416,491	\$300,000
Minor Permanent	908	11.82%	Minor Permanent	194	12.38%	\$81,142,603	\$418,261	\$306,250
Significant Permanent	565	7.35%	Significant Permanent	151	9.64%	\$100,963,681	\$668,634	\$675,000
Major Permanent	686	8.93%	Major Permanent	176	11.23%	\$141,721,394	\$805,235	\$960,000
Grave	167	2.17%	Grave	54	3.45%	\$45,183,936	\$836,740	\$1,000,000
Death	2550	33.18%	Death	609	38.86%	\$362,686,189	\$595,544	\$500,000
<b>Total</b>	<b>7685</b>	<b>100.00%</b>	<b>Total</b>	<b>1567</b>	<b>100.00%</b>	<b>\$835,565,598</b>	<b>\$533,226</b>	<b>\$475,000</b>

Defense Costs						AOE					
Severity	No. of Claims	Percent of Claims	Total	Average	Median	Severity	No. of Claims	Percent of Claims	Total	Average	Median
Emotional Only	146	2.47%	\$5,379,791	\$36,848	\$15,731	Emotional Only	82	1.56%	\$708,498	\$8,640	\$2,647
Insignificant Temporary	155	2.63%	\$4,093,291	\$26,408	\$6,524	Insignificant Temporary	105	1.99%	\$424,912	\$4,047	\$1,112
Minor Temporary	680	11.52%	\$27,404,703	\$40,301	\$20,348	Minor Temporary	581	11.02%	\$4,932,756	\$8,490	\$2,291
Major Temporary	625	10.59%	\$32,827,456	\$52,524	\$28,844	Major Temporary	546	10.36%	\$6,816,473	\$12,484	\$5,072
Minor Permanent	725	12.29%	\$40,788,040	\$56,259	\$35,094	Minor Permanent	681	12.92%	\$8,826,508	\$12,961	\$5,715
Significant Permanent	505	8.56%	\$35,003,155	\$69,313	\$46,460	Significant Permanent	438	8.31%	\$8,514,257	\$19,439	\$12,493
Major Permanent	608	10.30%	\$40,439,941	\$66,513	\$40,651	Major Permanent	583	11.06%	\$9,997,349	\$17,148	\$8,019
Grave	154	2.61%	\$13,598,722	\$88,303	\$62,431	Grave	149	2.83%	\$4,050,874	\$27,187	\$9,675
Death	2303	39.03%	\$158,958,606	\$69,022	\$48,675	Death	2105	39.94%	\$33,523,183	\$15,926	\$9,142
<b>Total</b>	<b>5901</b>	<b>100.00%</b>	<b>\$358,493,707</b>	<b>\$60,751</b>	<b>\$39,261</b>	<b>Total</b>	<b>5270</b>	<b>100.00%</b>	<b>\$77,794,809</b>	<b>\$14,762</b>	<b>\$7,230</b>

Defense cost and AOE payments each have significantly higher averages than medians at each severity level, indicating that there are a relatively small number of claims with very high payments. Indemnity payments are showing the opposite trend for the higher severity claims (excluding death), indicating that most claims at high severities have high indemnity payments. However, there are a few claims at these high severities that are settled for a relatively small indemnity amount.

## Indemnity Payment by Severity of Injury



The average and median indemnity payments increase as the severity of injury increases, with the exception of Death.

# Indemnity, Defense Costs and AOE by Age of Injured Party

## **Age of Injured Party**

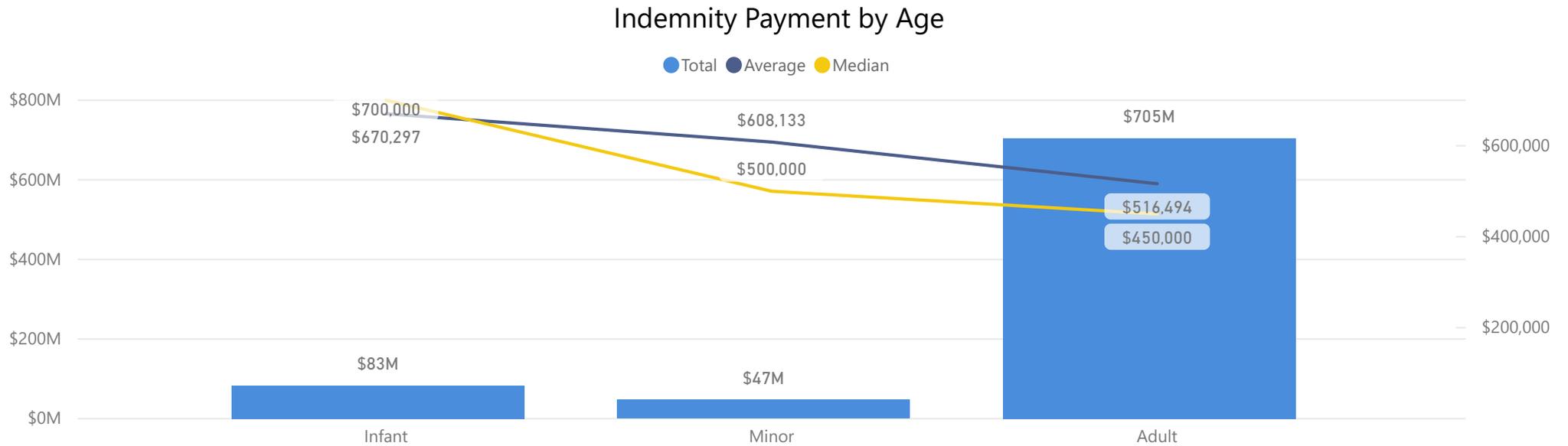
**Infant** – Ages 0 through 3

**Minor** – Ages 4 through 17

**Adult** – Ages 18 and older

		Indemnity Payment					Defense Costs					AOE				
Age of Injured Party	No. of Claims	Age	No. of Claims	Total	Average	Median	Age	No. of Claims	Total	Average	Median	Age	No. of Claims	Total	Average	Median
Infant	517	Infant	124	\$83,116,832	\$670,297	\$700,000	Infant	430	\$31,718,192	\$73,763	\$53,682	Infant	374	\$7,964,654	\$21,296	\$11,912
Minor	242	Minor	78	\$47,434,346	\$608,133	\$500,000	Minor	204	\$14,903,871	\$73,058	\$44,908	Minor	195	\$3,494,096	\$17,918	\$9,259
Adult	6926	Adult	1365	\$705,014,420	\$516,494	\$450,000	Adult	5267	\$311,871,644	\$59,212	\$38,374	Adult	4701	\$66,336,060	\$14,111	\$6,858
<b>Total</b>	<b>7685</b>	<b>Total</b>	<b>1567</b>	<b>\$835,565,598</b>	<b>\$533,226</b>	<b>\$475,000</b>	<b>Total</b>	<b>5901</b>	<b>\$358,493,707</b>	<b>\$60,751</b>	<b>\$39,261</b>	<b>Total</b>	<b>5270</b>	<b>\$77,794,809</b>	<b>\$14,762</b>	<b>\$7,230</b>

The average and median payments for indemnity, defense costs, and AOE are all highest for the Infant grouping.

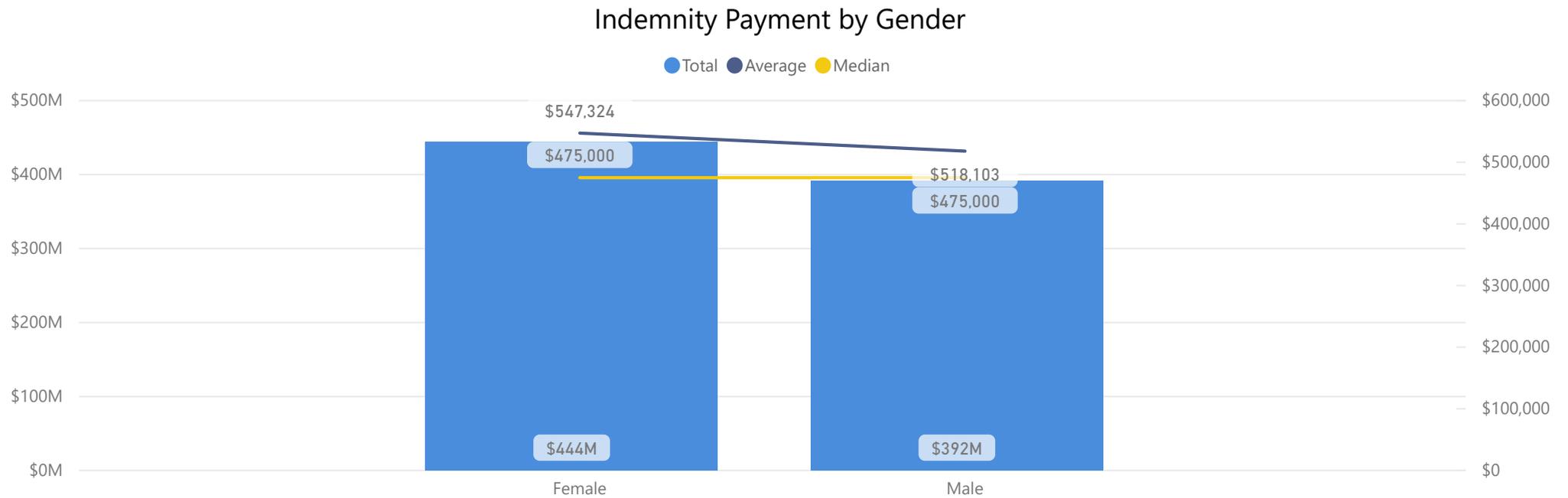


While the median indemnity payment is higher than the average for the Infant grouping, the average is greater than the median for both the Minor and Adult groupings.

# Indemnity, Defense Costs and AOE by Gender of Injured Party

		Indemnity Payment					Defense Costs					AOE				
Gender	Count	Gender	Count	Total	Average	Median	Gender	Count	Total	Average	Median	Gender	Count	Total	Average	Median
Female	3786	Female	811	\$443,879,478	\$547,324	\$475,000	Female	3146	\$192,777,481	\$61,277	\$38,803	Female	2868	\$41,042,249	\$14,310	\$6,979
Male	3899	Male	756	\$391,686,120	\$518,103	\$475,000	Male	2755	\$165,716,225	\$60,151	\$39,592	Male	2402	\$36,752,560	\$15,301	\$7,491
<b>Total</b>	<b>7685</b>	<b>Total</b>	<b>1567</b>	<b>\$835,565,598</b>	<b>\$533,226</b>	<b>\$475,000</b>	<b>Total</b>	<b>5901</b>	<b>\$358,493,707</b>	<b>\$60,751</b>	<b>\$39,261</b>	<b>Total</b>	<b>5270</b>	<b>\$77,794,809</b>	<b>\$14,762</b>	<b>\$7,230</b>

The average defense cost for females is slightly higher than for males, however the average AOE is slightly higher for males than for females.



The median indemnity payment is identical between females and males, however females have a higher average indemnity payment than males.

# Indemnity, Defense Costs and AOE by Specialty Code

Total

NPDB Code Description	Count	Percentage
Anesthesiology	307	3.99%
Cardiovascular diseases	318	4.14%
Emergency medicine	474	6.17%
General surgery	680	8.85%
General/Family Practice	1147	14.93%
Internal Medicine	1020	13.27%
Obstetrics & Gynecology	618	8.04%
Orthopedic surgery	626	8.15%
Other	2152	28.00%
Radiology	343	4.46%
<b>Total</b>	<b>7685</b>	<b>100.00%</b>

Indemnity Payment

NPDB Code Description	Count	Total	Average	Median
Anesthesiology	72	\$45,497,149	\$631,905	\$737,500
Cardiovascular diseases	62	\$37,065,833	\$597,836	\$550,000
Emergency medicine	132	\$60,813,853	\$460,711	\$375,000
General surgery	152	\$82,466,287	\$542,541	\$500,000
General/Family Practice	190	\$71,060,580	\$374,003	\$211,250
Internal Medicine	187	\$102,798,167	\$549,723	\$500,000
Obstetrics & Gynecology	143	\$91,379,595	\$639,018	\$700,000
Orthopedic surgery	124	\$62,450,339	\$503,632	\$395,000
Other	410	\$203,837,796	\$497,165	\$400,000
Radiology	95	\$78,196,000	\$823,116	\$775,000
<b>Total</b>	<b>1567</b>	<b>\$835,565,598</b>	<b>\$533,226</b>	<b>\$475,000</b>

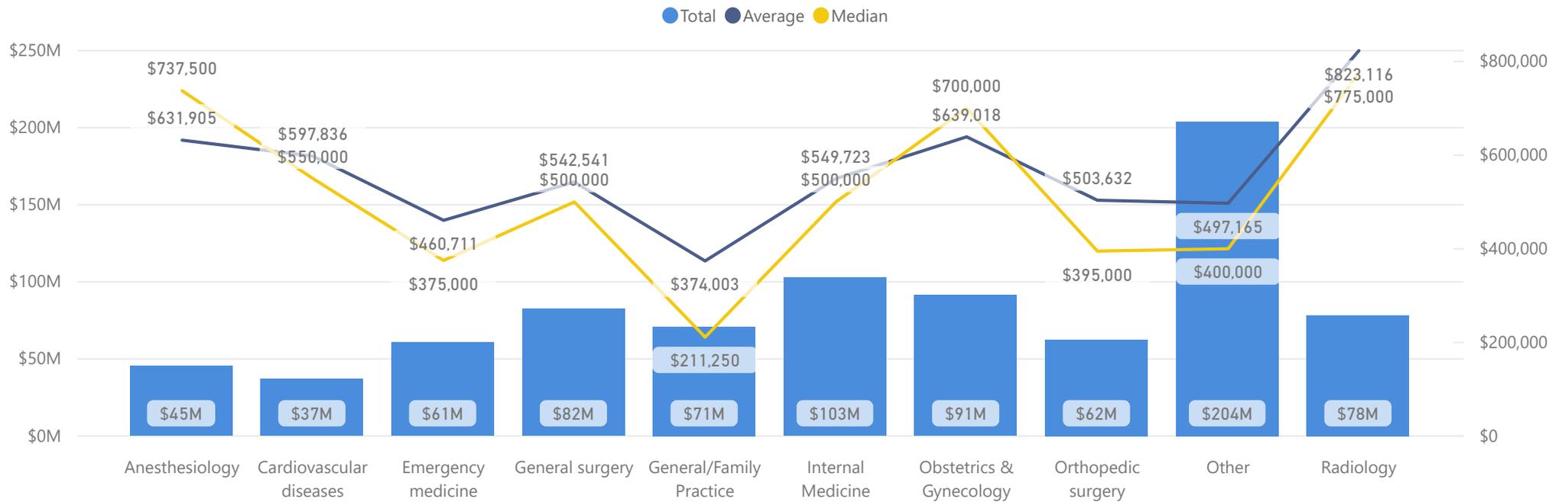
Defense Costs

NPDB Code Description	Count	Total	Average	Median
Anesthesiology	266	\$16,771,065	\$63,049	\$42,069
Cardiovascular diseases	278	\$16,067,444	\$57,797	\$40,281
Emergency medicine	386	\$24,960,211	\$64,664	\$38,101
General surgery	559	\$34,823,661	\$62,296	\$39,870
General/Family Practice	531	\$33,220,615	\$62,562	\$45,808
Internal Medicine	872	\$52,242,583	\$59,911	\$41,058
Obstetrics & Gynecology	528	\$39,787,671	\$75,355	\$47,385
Orthopedic surgery	509	\$24,687,731	\$48,502	\$27,176
Other	1681	\$99,860,666	\$59,406	\$36,016
Radiology	291	\$16,072,059	\$55,230	\$36,403
<b>Total</b>	<b>5901</b>	<b>\$358,493,707</b>	<b>\$60,751</b>	<b>\$39,261</b>

AOE

NPDB Code Description	Count	Total	Average	Median
Anesthesiology	255	\$5,397,901	\$21,168	\$7,985
Cardiovascular diseases	259	\$3,513,755	\$13,567	\$7,815
Emergency medicine	302	\$4,648,317	\$15,392	\$7,810
General surgery	549	\$7,687,234	\$14,002	\$7,128
General/Family Practice	429	\$6,036,845	\$14,072	\$8,462
Internal Medicine	793	\$10,922,547	\$13,774	\$7,853
Obstetrics & Gynecology	520	\$10,027,145	\$19,283	\$8,891
Orthopedic surgery	449	\$5,448,458	\$12,135	\$4,364
Other	1420	\$21,000,982	\$14,789	\$6,656
Radiology	294	\$3,111,625	\$10,584	\$4,932
<b>Total</b>	<b>5270</b>	<b>\$77,794,809</b>	<b>\$14,762</b>	<b>\$7,230</b>

## Indemnity Payment by Specialty Code



Radiology has the highest average and median indemnity payment of all specialty types. Anesthesiology and Obstetrics & Gynecology follow closely behind, and interestingly both of these specialty codes have a higher median than average indemnity payment. All other specialty codes have a higher average than median.

# Indemnity, Defense Costs and AOE by Region

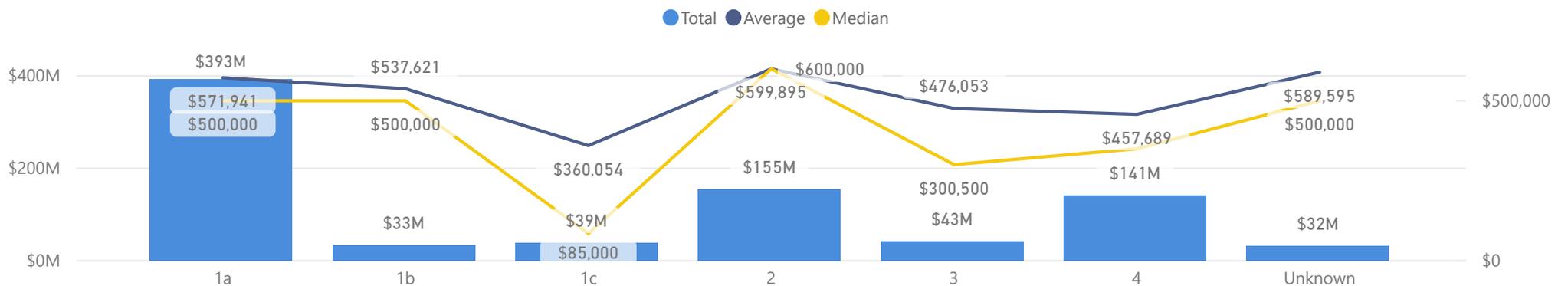
Region	Rating Counties	2017 Estimated Population
Region 1a:	Cook	5,211,263
Region 1b:	Madison and St. Clair	527,907
Region 1c:	McHenry and Will	1,001,783
Region 2:	DuPage, Kane and Lake	2,168,315
Region 3:	Champaign, Jackson, Macon, Sangamon and Vermilion	647,845
Region 4:	Remainder of State	3,244,910
Unknown:	Out of State/Unknown	Unknown

Source: Annual Estimates of the Resident Population: April 1, 2010 to July 1, 2017; U.S. Census Bureau, Population Division; Release date: March 2018

Indemnity Payment					Defense Costs					AOE						
Region	Count	Region	Count	Total	Average	Median	Region	Count	Total	Average	Median	Region	Count	Total	Average	Median
1a	3306	1a	687	\$392,923,424	\$571,941	\$500,000	1a	2785	\$171,736,422	\$61,665	\$40,512	1a	2560	\$36,522,327	\$14,267	\$6,873
1b	243	1b	62	\$33,332,500	\$537,621	\$500,000	1b	195	\$12,116,619	\$62,137	\$33,248	1b	176	\$2,318,219	\$13,172	\$5,841
1c	542	1c	108	\$38,885,795	\$360,054	\$85,000	1c	335	\$21,828,059	\$65,158	\$43,602	1c	245	\$4,016,463	\$16,394	\$8,570
2	1360	2	258	\$154,772,911	\$599,895	\$600,000	2	1143	\$68,564,483	\$59,986	\$41,687	2	1078	\$15,585,530	\$14,458	\$7,573
3	347	3	90	\$42,844,752	\$476,053	\$300,500	3	253	\$13,499,595	\$53,358	\$29,596	3	209	\$2,910,565	\$13,926	\$6,724
4	1676	4	308	\$140,968,070	\$457,689	\$350,000	4	1004	\$59,364,393	\$59,128	\$33,960	4	825	\$13,992,752	\$16,961	\$7,733
Unknown	211	Unknown	54	\$31,838,146	\$589,595	\$500,000	Unknown	186	\$11,384,136	\$61,205	\$40,682	Unknown	177	\$2,448,954	\$13,836	\$8,502
<b>Total</b>	<b>7685</b>	<b>Total</b>	<b>1567</b>	<b>\$835,565,598</b>	<b>\$533,226</b>	<b>\$475,000</b>	<b>Total</b>	<b>5901</b>	<b>\$358,493,707</b>	<b>\$60,751</b>	<b>\$39,261</b>	<b>Total</b>	<b>5270</b>	<b>\$77,794,809</b>	<b>\$14,762</b>	<b>\$7,230</b>

Regions 1a and 2 account for 60% of the claims with indemnity payment, 67% of the claims with defense costs, and 69% of the claims with AOE. These same regions account for 66%, 67%, and 67% of the total indemnity payments, total defense costs, and total AOE, respectively. Unsurprisingly, these two regions are composed of four of the five largest counties in Illinois.

### Indemnity Payment by Region



Regions 1a, 1b, and 2 have higher median and average indemnity payments than the other regions in Illinois.

# **Appendix A – Reporting Instructions**

## **MEDICAL MALPRACTICE CLAIMS REPORTING INSTRUCTIONS**

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As required by [215 ILCS 5/155.19] and 50 Ill. Adm. Code 928:

1. File all opened, closed, re-opened, and re-closed medical professional liability insurance claims and lawsuits, including any updates, with the DOI on a quarterly basis. For closed claims, include claims closed without payment. Insurance claim means a formal or written demand for compensation under a medical professional liability insurance policy relating to allegations of liability on the part of one or more providers for any act, error or omission in the rendering of, or failure to render, medical services for medically related injuries. Insurance claim includes any instance for which benefits or compensation are payable or eligible to be paid under any coverage under the policy. Lawsuit means a complaint filed in any court in this State alleging liability on the part of one or more providers for any act, error or omission in the rendering of, or failure to render, medical services for medically related injuries.
2. File separate reports for each defendant you insure. Each filing of a claim or lawsuit report shall be identified with a unique claim number. If more than one defendant/insured is associated with an incident, a unique claim number is required for each defendant/insured. If more than one claimant/injured party is associated with an incident, a unique claim number is required for each claimant/injured party. When there are multiple associated claims/lawsuits, report the incident identifier in the other claims information section.
3. **RESPONSES TO ALL FIELDS ARE REQUIRED.** For open claim reports, complete Insurer Information through Contact Person Information. When updating reports, any information may be updated. For closed claim reports, all fields are required.
4. Reports are due on a quarterly basis no later than 45 days after the quarter's end.
5. Supplement A to Schedule T Data Reconciliation Forms for the prior year shall be submitted no later than April 30 of the current year to DOI.MedMal@Illinois.gov or through mail addressed to the Illinois Department of Insurance, Casualty Actuarial Unit, 320 W. Washington St., Springfield, Illinois 62767-0001.

Note: Rule 928 in its entirety can be found at the following location:

<http://www.ilga.gov/commission/jcar/admincode/050/05000928sections.html>

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## **Insurer Information**

- 1a. Insurer Name (not group name) (Maximum = 40 characters).
- 1b. Insurer 9-digit FEIN. Entities without a Federal Employer Identification Number (FEIN), contact the DOI for assigned number.

## **Initial Claim Information**

- 2a. Claim ID. For each open claim report, assign a distinguishing claim number sufficient to enable the DOI to track a particular claim over a period of years. This claim number should consist of a unique sequence of letters and/or numbers. Once a claim number has been assigned, it should not be repeated for any future claim. One claim record should be reported for each named individual or entity formally alleged to have contributed to an injury or grievance, and from whom a malpractice payment is being sought. On re-opened claims, use the same claim number as the original claim file that is being re-opened.
- 2b. Date of Principal or Alleged Injury (MM/DD/YYYY). Report the date of the earliest alleged error or omission that was the first necessary if not sufficient cause of the alleged medical injury.
- 2c. Date Incident First Reported to Insurer. (MM/DD/YYYY) Date of alleged injury first reported to the insurer.
- 2d. Date Claim Opened by Insurer. (MM/DD/YYYY)
- 2e. Date Claim Re-Opened by Insurer. (MM/DD/YYYY)
- 2f. Date of Original Closure. (MM/DD/YYYY). Only applicable if claim was re-opened.
- 2g. Date of Final Closure (MM/DD/YYYY). The date of final disposition or settlement of a claim. Payments for defense costs or indemnity may occur after the date of closure (as in a structured settlement).

## **Insured Information**

- 3a. Profession or Business Code. (1) Physician or Surgeon\*; (2) Hospital; (3) Nurse\*; (4) Nursing Home; (5) Dentist\*; (6) Pharmacy; (7) Optometrist\*; (8) Chiropractor\*; (9) Podiatrist/Chiropodist\*; (10) Clinic/Corporation; (11) Other\* – Employee (Maximum = 25 characters). A code with an asterisk (\*) requires a "Type of Practice Code" as well.
- 3b. Type of Practice Code. (1) Institutional, including Academic; (2) Professional Corporation, Partnership, or Group; (3) Self-Employed; (4) Hospital; (5) Nursing Home; (6) All Other Employees; (7) Intern or Resident.
- 3c. Insured's Name, including suffix such as MD, DO, etc.
- 3d. Insured's Illinois License Number. Enter FEIN for clinics and corporations.
- 3e. Medical Specialty Codes. Select the most relevant specialty code from the following table.

<b>Code</b>	<b>Description</b>
<b>Physician Specialties</b>	
01	Allergy and Immunology
03	Aerospace Medicine
05	Anesthesiology
10	Cardiovascular Diseases
13	Child Psychiatry
20	Dermatology
23	Diagnostic Radiology
25	Emergency Medicine
29	Forensic Pathology
30	Gastroenterology
33	General/Family Practice
35	General Preventive Medicine
37	Hospitalist
39	Internal Medicine
40	Neurology
43	Neurology, Clinical Neurophysiology
45	Nuclear Medicine
50	Obstetrics & Gynecology
53	Occupational Medicine
55	Ophthalmology
59	Otolaryngology
60	Pediatrics
63	Psychiatry
65	Public Health
67	Clinical Pharmacology
69	Physical Medicine & Rehabilitation
70	Pulmonary Diseases
73	Anatomic/Clinical Pathology
75	Radiology
76	Radiation Oncology
80	Colon & Rectal Surgery
81	General Surgery
82	Neurological Surgery
83	Orthopedic Surgery
84	Plastic Surgery
85	Thoracic Surgery
86	Urological Surgery
98	Other Specialty – not classified
99	Unspecified
<b>Dental Specialties</b>	
D1	General Dentistry (no specialty)
D2	Dental: Public Health
D3	Endodontics
D4	Oral and Maxillofacial surgery
D5	Oral and Maxillofacial Pathology
D6	Orthopedics

D7	Pediatric Dentistry
D8	Periodontics
D9	Prosthodontics
DA	Oral and Maxillofacial Radiology
DB	Unknown

- 3f. County of Insured's Principal Place of Practice for Rating Purposes.
- 3g. Policy Limits Available, Primary Coverage. Policy limits available for the claim being reported under the insured's primary coverage.
- 3h. Policy Limits Available, Excess Coverage. Policy limits available for the claim being reported under the insured's excess coverage.

### Place of Injury Information

- 4a. Place Where Alleged Injury Occurred Code. Enter only one. (1) Hospital Inpatient Facility\*; (2) Emergency Room; (3) Hospital Outpatient Facility\*; (4) Nursing Home\*; (5) Physician's Office; (6) Patient's Home; (7) Other Outpatient Facility, including Clinics\*; (U) Unknown\*; (X) Other\* – describe place (Maximum = 25 characters).

A code with an asterisk (\*) requires a "Location Within Institution Code" as well.

- 4b. Location Within Institution Code. (1) Patient's Room; (2) Labor/Delivery Room; (3) Operating Suite; (4) Recovery Room; (5) Critical Care Unit; (6) Special Procedure Room; (7) Nursery; (8) Radiology; (9) Physical Therapy Department; (U) Unknown; (X) Other – describe (Maximum = 25 characters).
- 4c. County Where Alleged Injury Occurred. Full name of the county in which the injury is alleged to have occurred.

### Injured Person Information

- 5a. Injured Person's Name.
- 5b. Injured Person's Gender. M F
- 5c. Injured Person's Age. Enter age of injured person at the date of injury.

### Other Claim Information

- 6a. Total Number of Defendants. Enter total number of persons or corporations that you insure that are involved in the incident relating to this claim.
- 6b. Incident Identifier. Each reporting entity should assign a unique numeric identifier for each incident or occurrence. An occurrence is an event or series of events leading to an allegation of malpractice, and which may involve allegations against multiple individuals and entities. An occurrence is defined causally and may or may not be constrained in time. For example, multiple failures to diagnose a given illness

may occur over a period of years. Such a series of events would be considered a single occurrence. Each claim submitted for providers involved in a single occurrence should be assigned the same incident identifier.

### **Contact Person Information**

- 7a. Name of Person Responsible for Preparing this Report.
- 7b. Title of Person Responsible for Preparing this Report.
- 7c. Contact Person Name (if different than Name of Person Responsible for Preparing this Report).
- 7d. Contact Person Telephone Number.
- 7e. Contact Person Email Address.

### **Plaintiff Attorney Information**

- 8a. Plaintiff Attorney's Name or Name of Law Firm.
- 8b. Plaintiff Attorney's Office City.
- 8c. Plaintiff's Attorney's Office State.

### **Claim Data Information**

- 9a. Nature and Substance of Claim. Give complete description of all actions and circumstances causing the claim, including allegations made by claimant. (Maximum = 250 characters)
- 9b. Allegation Codes Related to Claim. Enter as many codes as needed. Use DOI 3-digit codes listed below. (1) Diagnosis Related; (2) Anesthesia Related; (3) Surgery Related; (4) Medication Related; (5) Intravenous and Blood Products Related; (6) Obstetrics Related; (7) Treatment Related; (8) Monitoring Related; (9) Biomedical Equipment/Product Medication Related; (10) Miscellaneous Related.

DOI 3-digit Allegation Code choices:

Diagnosis-Related    010 – Failure to Diagnose (e.g., concluding that patient has no disease or condition worthy of follow-up or observation)  
                                  020 – Wrong Diagnosis or Misdiagnosis (e.g., original diagnosis is incorrect)  
                                  030 – Improper Performance of Test  
                                  040 – Unnecessary Diagnostic Test  
                                  050 – Delay in Diagnosis  
                                  060 – Failure to Obtain Consent/Lack of Informed Consent  
                                  070 – Diagnosis Related – Not Otherwise Classified

Anesthesia-Related    110 – Failure to Complete Patient Assessment  
                                  120 – Failure to Monitor  
                                  130 – Failure to Test Equipment  
                                  140 – Improper Choice of Anesthesia Agent or Equipment

150 – Improper Technique/Induction  
160 – Improper Equipment Use  
170 – Improper Intubation  
180 – Improper Positioning  
185 – Failure to Obtain Consent/Lack of Informed Consent  
190 – Anesthesia Related – Not Otherwise Classified

Surgery-Related 210 – Failure to Perform Surgery  
220 – Improper Positioning  
230 – Retained Foreign Body  
240 – Wrong Body Part  
250 – Improper Performance of Surgery  
260 – Unnecessary Surgery  
270 – Delay in Surgery  
280 – Improper Management of Surgical Patient  
285 – Failure to Obtain Consent/Lack of Informed Consent  
290 – Surgery Related – Not Otherwise Classified

Medication-Related 305 – Failure to Order Appropriate Medication  
310 – Wrong Medication Ordered  
315 – Wrong Dosage Ordered of Correct Medication  
320 – Failure to Instruct on Medication  
325 – Improper Management of Medication Regimen  
330 – Failure to Obtain Consent/Lack of Informed Consent  
340 – Medication Error – Not Otherwise Classified  
350 – Failure to Medicate  
355 – Wrong Medication Administered  
360 – Wrong Dosage Administered  
365 – Wrong Patient  
370 – Wrong Route  
380 – Improper Technique/Induction  
390 – Medication Administration Related – Not Otherwise Classified

Intravenous &  
Blood Products-  
Related 410 – Failure to Monitor  
420 – Wrong Solution  
430 – Improper Performance  
440 – I.V. Related – Not Otherwise Classified  
450 – Failure to Ensure Contamination Free  
460 – Wrong Type  
470 – Improper Administration  
480 – Failure to Obtain Consent/Lack of Informed Consent  
490 – Blood Product Related – Not Otherwise Classified

Obstetrics-Related 505 – Failure to Manage Pregnancy  
510 – Improper Choice of Delivery Method

520 – Improperly Performed Vaginal Delivery  
 530 – Improperly Performed C-Section  
 540 – Delay in Delivery (Induction or Surgery)  
 550 – Failure to Obtain Consent/Lack of Informed Consent  
 555 – Improperly Managed Labor – Not Otherwise Classified  
 560 – Delay in Treatment of Fetal Distress (i.e., identified but treated in untimely manner)  
 570 – Retained Foreign Body/Vaginal/Uterine  
 575 – Abandonment  
 580 – Wrongful Life/Birth  
 590 – Obstetrics Related – Not Otherwise Classified

Treatment-Related 610 – Failure to Treat  
 620 – Wrong Treatment/Procedure Performed  
 630 – Failure to Instruct Patient on Self-Care  
 640 – Improper Performance of Treatment/Practice  
 650 – Improper Management of Course of Treatment  
 660 – Unnecessary Treatment  
 665 – Delay in Treatment  
 670 – Premature End of Treatment (Also Abandonment)  
 675 – Failure to Supervise Treatment/Procedure  
 680 – Failure to Obtain Consent/Lack of Informed Consent  
 685 – Failure to Refer or Seek Consultation  
 690 – Treatment Related – Not Otherwise Classified

Monitoring-Related 710 – Failure to Monitor  
 720 – Failure to Respond to Patient  
 730 – Failure to Report on Patient Condition  
 790 – Monitoring Related – Not Otherwise Classified

Biomedical Equipment/Product-Related 810 – Failure to Inspect/Monitor  
 820 – Improper Maintenance  
 830 – Improper Use  
 840 – Failure to Respond to Warning  
 850 – Failure to Instruct Patient on Use of Equipment/Product  
 860 – Malfunction/Failure  
 890 – Biomedical Equipment/Product-Related – Not Otherwise Classified

Miscellaneous-Related 920 – Failure to Protect Third Parties (e.g., failure to warn/protect from violent patient behavior)  
 930 – Breach of Confidentiality/Privacy  
 940 – Failure to Maintain Appropriate Infection Control  
 950 – Failure to Follow Institutional Policy or Procedure  
 960 – Other (Provide Detailed Description)  
 990 – Failure to Review Providing Performance

9c. Severity of Injury Code. Select only one – Select code for principal injury if several injuries are involved.

Temporary:	1. Emotional Only (e.g., fright, no physical damage)
	2. Insignificant (e.g., lacerations, contusions, minor scars, rash; no delay)
	3. Minor (e.g., infections, misset fracture, fall in hospital; recovery delayed)
	4. Major (e.g., burns, surgical material left, drug side effect, brain damage; recovery delayed)
Permanent:	5. Minor (e.g., loss of fingers, loss or damage to organs; includes non-disabling injuries)
	6. Significant (e.g., deafness, loss of limb, loss of eye, loss of one kidney or lung)
	7. Major (e.g., paraplegia, blindness, loss of two limbs, brain damage)
	8. Grave (e.g., quadriplegia, severe brain damage, lifelong care or fatal prognosis)
	9. Death

9d. Claim Disposition Code. Enter code representing the final disposition of the claim. (1) Settled by Parties\*; (2) Disposed of by a Court\*\*; (3) Disposed of by Binding Arbitration\*\*\*; (4) Suit Abandoned\*\*\*\*; (5) Claim Abandoned.

A code with an (\*) requires a "Settlement Code" as well.

A code with an (\*\*) requires "Court Information" to be completed as well.

A code with an (\*\*\*) requires a "Binding Arbitration Code" as well.

A code with an (\*\*\*\*) requires a "County of Circuit Court" and "Docket Number" as well.

9e. Settlement Code. (1) Before Filing Suit or Demanding Arbitration Hearing; (2) Before Trial or Hearing; (3) During Trial or Hearing; (4) After Trial or Hearing but Before Judgment or Decision/Award; (5) After Judgment or Decision but Before Appeal; (6) During Appeal; (7) After Appeal; (8) As a result of Review Panel or Non-Binding Arbitration\*\*; (9) As a Result of Mediation; (10) As a Result of High/Low Settlement\*\*\*.

A code with an (\*\*) requires a "Review Panel or Non-Binding Arbitration Code" as well.

A code with an (\*\*\*) requires all applicable "Court Information" except "Court Code".

9f. Review Panel or Non-Binding Arbitration Code. (1) Finding for Plaintiff; (2) Finding for Defendant.

9g. Binding Arbitration Code (1) Award for Plaintiff; (2) Award for Defendant.

### **Court Information**

10a. Court Code. (1) Directed Verdict for Plaintiff; (2) Directed Verdict for Defendant; (3) Judgment Notwithstanding Verdict for Plaintiff (judgment for defendant); (4) Judgment Notwithstanding Verdict for Defendant (judgment for plaintiff); (5) Judgment for Plaintiff; (6) Judgment for Defendant; (7) Decision for Plaintiff on Appeal; (8) Decision for Defendant on Appeal; (9) Voluntary Dismissal; (10) Involuntary Dismissal; (11) All Other Actions.

- 10b. County of Circuit Court. County of Circuit Court where lawsuit occurred
- 10c. Docket Number.
- 10d. Date of Award. (MM/DD/YYYY)
- 10e. Was the Circuit Court decision appealed? Y or N  
If "Y", Describe the Result of the Appeal (Maximum = 25 characters).
- 10f. Describe any Other Post Trial Motions (Maximum = 25 characters).
- 10g. Economic Damages. Amount of economic damages awarded by the court (whole dollar amounts only).
- 10h. Non-economic Damages. Amount of non-economic damages awarded by the court (whole dollar amounts only).
- 10i. Liability Doctrine. Indicate whether liability governed by the doctrine of joint and several liability (J) or whether liability was separate (S)

### **Claim Payment Information**

- 11a. Total Direct Indemnity Paid/Payable by You Under this Policy on Behalf of this Insured/Defendant (whole dollar amounts only).
- 11b. Economic Damages. If 9d. Claim Disposition Code is (2) Disposed of by a Court, enter the amount that was paid/payable by you for economic damages, as indicated by the court award. This amount plus 11c. Non-Economic Damages must equal amount reported in 11a. Total Direct Indemnity Paid/Payable by You Under this Policy on Behalf of this Insured/Defendant (whole dollar amounts only).
- 11c. Non-Economic Damages. If 9d. Claim Disposition Code is (2) Disposed of by a Court, enter amount that was paid/payable by you for non-economic damages, as indicated by the court award. This amount plus 11b. Economic Damages must equal amount reported in 11a. Total Direct Indemnity Paid/Payable by You Under this Policy on Behalf of this Insured/Defendant (whole dollar amounts only).
- 11d. Direct Loss Adjustment Expense Paid/Payable by You under this Policy to Defense Counsel (whole dollar amounts only).
- 11e. All Other Allocated Loss Adjustment Expenses Paid/Payable by You for this Insured/Defendant for this claim, including filing fees, telephone charges, photocopy fees, expenses of defense counsel, etc (whole dollar amounts only).
- 11f. Direct Indemnity Paid/Payable by You Under All Policies for this Insured/Defendant (whole dollar amounts only).
- 11g. Other Indemnity Paid by or on Behalf of this Insured/Defendant (whole dollar amounts only).
- D) Deductible(s) paid by insured/defendant for this claim under this policy;
- E) Indemnity paid under any excess limits policy issued by you;

- R) Amount paid by insured/defendant under self-insured retention;
- S) Amount you paid above any stop loss limit.

- 11h. Claimed Medical Expense. Amount of medical expense claimed by the plaintiff/injured party (whole dollar amounts only).
- 11i. Claimed Wage Loss. Amount of wage loss claimed by the plaintiff/injured party (whole dollar amounts only).
- 11j. Trial Type. If trial was started, indicate whether it was a bench trial (B) or jury trial (J).

## **Appendix B – Medical Provider Specialty Definitions**

Description	Group
Anesthesiology	Anesthesiology
Anesthesiology - All Other	
Anesthesiology - Physicians & Surgeons	
Cardiovascular Disease - minor surgery	Cardiovascular diseases
Cardiovascular Disease - minor surgery (DO)	
Cardiovascular Disease - no surgery	
Cardiovascular Diseases	
Physicians - no major surgery: Angriography, Arteriography or Catheterization	
Surgery - cardiac	
Surgery - vascular	
Emergency Medicine	Emergency medicine
Emergency Medicine - including major surgery	
Emergency Medicine - including major surgery (DO)	
Emergency Medicine - no major surgery	
Endocrinology - minor surgery	General surgery
General Surgery	
Physicians - minor surgery	
Physicians - minor surgery - N.O.C.	
Physicians or Surgeons - major surgery. (Active Military) This classification applies to those specialists who would normally be assigned to one of the following codes: 80144, 80146, 80150, 80152, 80154, 80171	
Surgery - general - This classification does not apply to any family or general practitioner or to any specialist who occasionally performs major surgery	
Surgery - general - This classification does not apply to any family or general practitioner or to any specialist who occasionally performs major surgery. (DO)	
Surgery - hand	
Family Physicians or General Practitioners - minor surgery	
Family Physicians or General Practitioners - no surgery	
Family Physicians or General Practitioners - no surgery (DO)	General/Family Practice
General/Family Practice	
Surgery - general practice or family practice	
Internal Medicine	
Internal Medicine - minor surgery	Internal Medicine
Internal Medicine - no surgery	
Internal Medicine - no surgery (DO)	
Nephrology - no surgery	
Gynecology - minor surgery	Obstetrics & Gynecology
Gynecology - no surgery	
Obstetrics & Gynecology	
Surgery - gynecology	
Surgery - obstetrics - gynecology	
Orthopedic Surgery	Orthopedic surgery

Surgery - orthopedic	
Surgery - orthopedic (DO)	
Allergy and Immunology	Other
Allergy/Immunology	
Child Psychiatry	
Psychiatry - Child and Adolescent Psychiatry	
Psychiatry - including child - Osteopaths	
Dermatology	
Dermatology - All Other	
Dermatology - minor surgery - Physicians & Surgeons	
Dermatology - no surgery - Physicians & Surgeons	
Diagnostic Radiology	
Radiology - diagnostic - no surgery	
Radiology - diagnostic - no surgery (DO)	
Forensic Pathology	
Gastroenterology	
Gastroenterology - minor surgery	
Gastroenterology - no surgery	
Surgery - gastroenterology	
General Preventive Medicine	
Hospitalist	
Hospitalists	
Neurology	
Neurology - including child - no surgery - All Other	
Neurology - including child - no surgery - Physicians & Surgeons	
Neurology, Clinical Neurophysiology	
Nuclear Medicine	
Occupational Medicine	
Occupational Medicine - Physicians & Surgeons	
Ophthalmology	
Ophthalmology - minor surgery	
Ophthalmology - no surgery	
Surgery - ophthalmology	
Otolaryngology	
Otorhinolaryngology - minor surgery	
Rhinology - no surgery	
Surgery - otorhinolaryngology	
Pediatrics	
Pediatrics - minor surgery	
Pediatrics - no surgery	
Psychiatry	
Psychiatry - All Other	
Psychiatry - including child - Physicians & Surgeons	
Physiatry/Physical Medicine and Rehabilitation - Physicians & Surgeons	
Physical Medicine & Rehabilitation	

Physical Medicine and Rehabilitation - All Other	
Pulmonary Diseases	
Pulmonary Diseases - no surgery	
Anatomic/Clinical Pathology	
Additional Charges: Raditation Therapy	
Oncology - no surgery (DO)	
Radiation Oncology	
Surgery - oncology	
Colon & Rectal Surgery	
Surgery - colon and rectal	
Neurological Surgery	
Surgery - neurology - including child	
Plastic Surgery	
Surgery - plastic - N.O.C.	
Surgery - plastic - N.O.C. (DO)	
Surgery - plastic - otorhinolaryngology	
Surgery - thoracic	
Thoracic Surgery	
Surgery - urological	
Urological Surgery	
Additional Charges: Employed Physicians or Surgeons Assistants	
Additional Charges: Employed Physicians or Surgeons Assistants (DO)	
Endocrinology - no surgery	
Geriatrics - no surgery	
Hematology - no surgery	
Infectious Diseases - no surgery	
Neonatal/Perinatal Medicine	
Neoplastic Diseases - no surgery	
Other Specialty – not classified	
Pathology - All Other	
Physicians - no major surgery: Radiopaque Dye - Injections into blood vessels, lymphatics, sinus tracts or fistulae. (Not applicable to Radiologists, Code 80280*)	
Physicians - no surgery - N.O.C.	
Physicians or Surgeons	
Psychoanalysis	
Rheumatology - no surgery	
Additional Charges: Corporate or Partnership Liability	
Excess Insurance	
Unspecified	
Radiology	Radiology
Radiology - interventional	
Radiology - therapeutic - no surgery	

# Appendix C – Illinois County Map

