PERR & KNIGHT

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STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
SPRINGFIELD, ILLINOIS

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DIVISION OF INSURANCE
SPRINGFIELD

January 27, 2009

Honorable Michael T. McRaith
Director of Insurance
Illinois Department of Insurance
320 West Washington Street
Springfield, Illinois 62767

Attention: Mr. John Gatlin
Supervisor, Property and Casualty Compliance Unit

RE: ***Liberty Insurance Underwriters, Inc. FEIN 13-4916020, NAIC Number 0111-19917***
RATE/RULE *Dentists General Practice Program*
Medical Malpractice Rate and Rule Filing
Proposed Effective Date: Earliest Possible Date Upon Approval/Acknowledgement
Company ~~Filing Number~~: LIUMMDGPIL0901R

Mr. John Gatlin:

On behalf of Liberty Insurance Underwriters, Inc. (the "Company" or "LIUI"), we are filing to introduce a new Dentists General Practice Program, which will "me-too" Fireman's Fund Dentist Program rates and rules with little or no deviations.

Enclosed are copies of the proposed rate & rules manual. The policy language and all independent forms and endorsements associated with this program have been submitted to your jurisdiction on January 23, 2009 under *SERFF Tracking No. PERR-125993837 (Company Filing No. LIUMMDGPIL0901F).*

As this is a new program filing, there is no historical experience upon which to rely in the derivation of the rates & rules for this coverage. The proposed rates were developed based on a comparison to a rate filing of LIUI's target company, Fireman's Fund Insurance Company (Fireman's) effective 08/01/2005 in Illinois (Co. Filing # DPL-01-05-RIL). These Fireman's rates were adjusted for differences in expense provisions between Fireman's and LIUI, which can be seen in Exhibits 1 & 2. Additional support for LIUI's proposed rating plan can be seen on Exhibits 3 through 12. A material difference between rating plans is the discount for Deletion of Business Liability Coverages. This discount is 10.0% for Fireman's vs. 15.0% for Fireman's LIUI. The only other material difference between rating plans is some Additional Insureds Premium Charges on Exhibit 12. These differences are based upon underwriting judgment. Due to the fact that this is a new program filing, the historical experience for this program will be closely monitored for appropriate rate adequacy. If requested, LIUI would be willing to provide historical loss experience as it becomes available.

The Company respectfully requests that this filing be implemented for all policies on the earliest possible date upon approval/acknowledgement.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the rates and rules contained in this filing along with the filing memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention as soon as we receive it.

We trust you will find this submission acceptable and as such look forward to your approval.

Please do not hesitate to contact us with any questions or comments.

Sincerely,

Lana Begunova

Lana Begunova
State Filings Analyst
Phone: 888.201.5123 extension 151
Fax: 310.230.8529
E-mail: doi@perrknight.com

Enclosures

1-0
MEM
RUL
dr
jeh

ILLINOIS CERTIFICATION FORM
MEDICAL MALPRACTICE RATES

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

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

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

Asst. Vice President — **06/10/2009**

Signature and Title of Authorized Insurance Company Officer — Date

Principal & Consulting Actuary; ACAS, MAAA — **06/10/2009**

Signature, Title and Designation of Authorized Actuary — Date

Insurance Company FEIN **13-4916020** Filing Number **LIUMMDGPIL0901R**

Insurer's Address **55 Water Street; 18th Floor**

City **New York** State **NY** Zip Code **10041**

Contact Person's:

- Name and E-mail **Svetlana Begunova; sbegunova@perrknight.com**
- Direct Telephone and Fax Number **888.201.5123 x151 (Direct) 310.230.8529 (Fax)**

Neuman, Gayle

From: Svetlana Begunova [sbegunova@perrknight.com]
Sent: Friday, December 11, 2009 1:26 PM
To: Neuman, Gayle
Subject: RE: Liberty Insurance Underwriters, Inc. - Rate/Rule Filing #LIUMMDGPIL0901R

Dear Ms. Newman,

Thank you for contacting us regarding this rate/rule filing. The Company has relayed the first policy was written effective 8/1/2009.

Please let me know if you have additional questions.

Enjoy a lovely weekend!

Lana Begunova
State Filings Analyst
☎310-230-9339 ext. 151 (Direct)

From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]
Sent: Thursday, December 10, 2009 12:56 PM
To: P&K State Filings
Subject: Liberty Insurance Underwriters, Inc. - Rate/Rule Filing #LIUMMDGPIL0901R

Ms. Begunova,

The Department has now completed its review of the filing referenced above. The Director signed off on this filing on December 9, 2009. Originally, Liberty requested the filing be effective January 28, 2009. Was the rate/rule filing put in effect on January 28, 2009? Your prompt response is appreciated.

Gayle Neuman
Illinois Department of Insurance
Property & Casualty Compliance
(217) 524-6497

Please refer to the Property & Casualty Review Checklists before submitting any filing. The checklists can be accessed through the Department's website at www.insurance.illinois.gov.

THIS MESSAGE IS INTENDED FOR THE SOLE USE OF THE ADDRESSEE AND MAY BE CONFIDENTIAL, PRIVILEGED AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE DESTROY IT AND NOTIFY US BY SENDING AN E-MAIL TO: GAYLE.NEUMAN@ILLINOIS.GOV.

Neuman, Gayle

From: Svetlana Begunova [sbegunova@perrknight.com]
Sent: Wednesday, July 08, 2009 3:54 PM
To: Neuman, Gayle
Subject: RE: Liberty Insurance Underwriters - Rate/Rule Filing #LIUMMDGPIL0901R

Dear Mrs. Neuman,

Thank you for your e-mail. On behalf of the Company, we are providing the following response:

> In your questions dated July 8, 2009, you had requested territory factors, base rates, and class specialty factors. Unfortunately, the Company does not have one specific base rate from which to apply territory and class factors. Rather, base rates for each of the classes and territories are listed on page 1 of the Illinois State Exception Page. However, if one were to derive territory and class factors from these rates, they would be as follows:
>
> Class I = 0.50; Class II = 1.00; Class III = 3.00; Class IV = 3.50.
> Territory I = 1.50; Territory II = 1.00.
> Claims Made Rates = 0.90; Occurrence Rates = 1.00.
>
> Using these relativities, the base rate is the Occurrence Rates, Class II, Territory II = $1,778. Note, there may be minor differences to the actual rates listed on the manual pages due to rounding.

Please let us know if any further questions or comments egress.

Sincerely,

Lana Begunova
State Filings Analyst
Perr&Knight (www.perrknight.com, www.statefilings.com)
☎310-230-9339 ext. 151 (Direct)
☎888-201-5123 (Toll Free)
🖷 310-230-8529
✉doi@perrknight.com
✉sbegunova@perrknight.com

From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]
Sent: Wednesday, July 08, 2009 7:54 AM
To: Svetlana Begunova
Subject: Liberty Insurance Underwriters - Rate/Rule Filing #LIUMMDGPIL0901R

Ms. Bequnova,

I am in receipt of your response dated June 15, 2009.

On issue #4, I had requested territory factors, base rates and class specialy factors. Your response said it was on page 1 of the Illinois State Exception pages. However, the factors and base rates are not provided.

Your prompt attention is requested.

Gayle Neuman

Illinois Department of Insurance
Property & Casualty Compliance
(217) 524-6497

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Neuman, Gayle

From: Ines Piquet [ipiquet@perrknight.com]
Sent: Thursday, July 02, 2009 4:46 PM
To: Neuman, Gayle
Cc: Svetlana Begunova
Subject: Liberty Insurance Underwriters - Rate/Rule Filing #LIUMMDGPIL0901R
Attachments: LIU Dental CW Manual - 07 09 - Page 7.pdf

Dear Ms. Neuman,

Liberty Insurance Underwriters, Inc. would like to amend this rate and rule filing to incorporate a minor change to the countrywide rating manual. Specifically, the two paragraphs in Section (8) (b) on page 7 do not match. The Company's intent is to charge an ERP premium based upon the mature claims-made rates in effect upon the inception of the terminated policy. The attached manual page reflects this change.

Please let me know if you have any questions.

Sincerely,

Inês Piquet
Regulatory Compliance Manager
Perr&Knight
881 Alma Real Drive Suite 205
Pacific Palisades, CA 90272
310-230-9339 x120
www.perrknight.com

(5) In the event this policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period coverage, if elected. If any premium remains due for the primary claims made policy, any moneys received from the insured shall first be applied to the premium owed on the policy and then to the Extended Reporting Period coverage.

(6) Extended Reporting Period coverage premium is fully earned when paid.

(7) The Extended Reporting Period Endorsement will not:

(a) Increase the limits of liability
(b) Reinstate the aggregate limit of liability under the expiring policy, or
(c) Extend the policy period

(8) Extended Reporting Period coverage premium shall be calculated according to the following rules:

(a) The Insured must pay the premium for the Extended Reporting Endorsement within 30 days of the termination of the policy or the offer will be deemed rejected.

(b) Extended Reporting Premium, is calculated as a percentage of the mature claims-made premium rate in effect at the expiration of the policy based upon the applicable Dental practitioners classification and, level of claims-made coverage maturity.

The factors in the table below shall be applied to the mature claims-made rate in effect at the expiration of the terminated policy. The extension period shall be unlimited unless otherwise noted.

CLAIMS-MADE EXTENDED
REPORTING PERIOD FACTORS

Years of Prior Claims-Made Coverage	ERP Factors
1	0.79
2	1.23
3	1.45
4+	1.57

Neuman, Gayle

From: Svetlana Begunova [sbegunova@perrknight.com]
Sent: Monday, June 15, 2009 2:45 PM
To: Neuman, Gayle
Subject: Liberty Insurance Underwriters - Rate/Rule Filing #LIUMMDGPIL0901R
Attachments: ILcert.pdf; LIU IL SEP - 06-2009.pdf

Dear Mrs. Neuman,

Thank you for your June 9 e-mail. The Company is addressing your objections in the following manner:

1) **Please find the attached ILLINOIS CERTIFICATION FORM document.**

2) **The statistical agency will be ISO.**

3) **Please find the attached revised Illinois State Exception Pages, which includes two new installment options. We believe these rules coincide with the IL minimum requirements.**

4) **All of this information is listed on page 1 of the Illinois State Exception Page.**

5) **The Optional Extended Reporting Period is unlimited. The Death or Disability ERP is unlimited until the executor is dismissed, in the event of death, and unlimited until no longer disabled, in the case of disability.**

6) **These two are not related. Item 9 on page 4 refers to risks that are extremely unique and do not otherwise fall into the rating manual, while the Individual Risk Modification Plan on page 14 represents the Company's Schedule Rating plan.**

7) **The Newly Graduated Dentist discount on page 12 is separate from the claims-made step factors on page 5. The claims-made step factors are also applied to any insured that was previously covered by another carrier and purchased tail coverage from that carrier. Conversely, the Newly Graduated Dentist discount would be applied in addition to the step factors (if applicable).**

We trust you find this response acceptable and sufficient to continue the submission review.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

Lana Begunova
State Filings Analyst
Perr&Knight (www.perrknight.com, www.statefilings.com)
☎310-230-9339 ext. 151 (Direct)
☎888-201-5123 (Toll Free)
🖷 310-230-8529
✉doi@perrknight.com
✉sbegunova@perrknight.com

From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]

Sent: Tuesday, June 09, 2009 12:09 PM
To: P&K State Filings
Subject: Liberty Insurance Underwriters - Rate/Rule Filing #LIUMMDGPIL0901R

Ms. Begunova,

I am reviewing the above referenced filing submitted with your letter dated January 27, 2009. The submission is not acceptable for filing in Illinois due to the following issue(s):
1. 215 ILCS 5/155.18 states it shall be certified in this filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience. This information is required in every rate/rule filing for medical malpractice.
2. Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?
3. Pursuant to 50 Ill. Adm. Code 929, all companies writing medical liability insurance shall file with the Secretary or Director a plan to offer each medical liability insured the option to make premium payments, in at least quarterly installments. For purposes of this requirement, insurers may, but are not required to, offer such premium installment plans to insureds whose annual premiums are less than $500, or for premium for any extension of a reporting period. Quarterly installment premium payment plans subject to this Section shall be included in the initial offer of the policy, or in the first policy renewal occurring after January 1, 2006. Thereafter, the insurer may, but need not re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available. All quarterly installment premium payment plan provisions shall be contained in the filed rate and/or rule manual in a section entitled, "Quarterly Installment Option" or a substantially similar title. If the company uses a substantially similar title, the Rule Submission Letter must indicate the name of the section that complies with this requirement. All quarterly installment premium payment plans shall include the minimum standards listed below. Insurers may provide for quarterly installment premium payment plans that differ from these minimum standards, as long as such plans have terms that are at least as or more favorable than those listed below.

i) An initial payment of no more than 40% of the estimated total premium due at policy inception;

ii) The remaining premium spread equally among the second, third, and fourth installments, with the maximum for such installments set at 30% of the estimated total premium, and due 3, 6, and 9 months from policy inception, respectively;

iii) No interest charges;

iv) Installment charges or fees of no more than 1% of the total premium or $25.00, whichever is less;

v) A provision stating that additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.

4. Please provide the territory factors, base rates, and class specialty factors.

5. Are the extended reporting periods offered for 12 months or unlimited?

6. Is #9 on page 4 referencing the Individual Risk Modification Plan on page 14?

7. Does the Newly Graduated Dentist discount duplicate the factors listed in the chart on page 5?

Please forward your response by no later than June 19, 2009. Thank you for your cooperation.

Gayle Neuman
Illinois Department of Insurance
Property & Casualty Compliance
(217) 524-6497

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LIBERTY INSURANCE UNDERWRITERS, INC.
DENTAL PROFESSIONAL PROGRAM

STATE EXCEPTION PAGES - ILLINOIS

I. Rating Territories:

Territory I: Cook County
Territory II: Remainder of State

II. Dental Practitioner Rates:

A. Premium Rate Tables:

MATURE CLAIMS-MADE RATES
($1,000,000/$3,000,000 Limits)

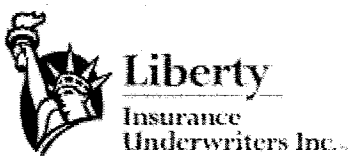
Dental Classification	Territory I	Territory II
I	$1,200	$800
II	$2,400	$1,600
III	$7,200	$4,800
IV	$8,400	$5,600

OCCURRENCE RATES
($1,000,000/$3,000,000 Limits)

Dental Classification	Territory I	Territory II
I	$1,333	$889
II	$2,667	$1,778
III	$8,000	$5,333
IV	$9,333	$6,222

III. Individual Risk Modification Plan

The maximum modification for professional liability premiums for dental practitioners shall not exceed 50%.



LIBERTY INSURANCE UNDERWRITERS, INC.
DENTAL PROFESSIONAL PROGRAM

STATE EXCEPTION PAGES - ILLINOIS

IV. Amended Professional Liability Rules

A. Section **B. Dental Classifications,** the following revisions are made:

1. **Rule 4. Additional Classifications,** the following rule is added:

   e. A 20% charge may be applied to Dentists other than oral surgeons who perform minor surgical procedures.

2. **Rule 4.c. Part-Time Practitioner** is deleted and replaced by the following:

   Dentists who practice 20 hours or less a week will be eligible for part-time status at 40% premium credit.

B. **Section C., Additional Coverage/Rating Rules,** the following revisions are made:

1. **Rule 3. Loss Prevention/Risk Management Credit** is deleted and replaced by the following:

   Dentists who participate in a Company sponsored or approved loss prevention program/risk management program will be eligible for a 5% Risk Management Discount for a period of 3 years.

2. **Association/Society Member Credit**

   A credit of 5% will be applied to each dentist who is a member of the Dental Association/Society.

3. **Academy of General Dentistry Membership** – Members in good standing who have completed the following requirements are eligible for membership credit:

Application Requirements	Credit
Membership Maintenance – Members must earn 75 Hours of continuing dental education during their 3 year review period. Recent graduates have 5-years.	10%
Fellowship Award Requirements – Fellowship requires 5 continuous years (50 consecutive months of membership in AGD), plus 500 hours of approved continuing education credit (at least 350 of which is earned in course attendance).	15%

LIBERTY INSURANCE UNDERWRITERS, INC.
DENTAL PROFESSIONAL PROGRAM

STATE EXCEPTION PAGES - ILLINOIS

Accepted activities for Fellowship credits are:

- Scientific Programs
- Postgraduate Education
- Federal Dental Service Specialty Rotation Programs
- Self-Instruction Programs
- Self-Improvement AGD approved courses

Mastership Award Requirements – Mastership requires Fellowship status in the AGD, plus competition of 600 credit hours of approved continuing education in each of 16 separate disciplines: 20%

- Myofascial Pain Dysfunction/Occlusion
- Operative Dentistry
- Periodontics
- Fixed Prosthodontics
- Removable Prosthodontics
- Endodontics
- Oral & Maxillofacial Surgery
- Orthodontics
- Pediatric Dentistry
- Basic Sciences
- Oral Medicine/Oral Diagnosis
- Practice Management
- Electives
- Implants
- Special Patient Care
- Esthetics

LIBERTY INSURANCE UNDERWRITERS, INC.
DENTISTS GENERAL PRACTICE PROGRAM

MEDICAL MALPRACTICE – Illinois

FILING MEMORANDUM – Rates/Rules/Forms

On behalf of Liberty Insurance Underwriters, Inc. ("LIUI") we are filing to introduce a new Dentists General Practice Program, which will "me-too" Fireman's Fund Dentist Program rates and rules with little or no deviations. Enclosed are copies of the proposed rate & rules manual, as well as the policy language and all endorsement associated with this program. For this new program, all forms are independent. See the attached forms list for additional information regarding the forms.

As this is a new program filing, there is no historical experience upon which to rely in the derivation of the rates & rules for this coverage. The proposed rates were developed based on a comparison to a rate filing of LIUI's target company, Fireman's Fund Insurance Company (Fireman's) effective 08/01/2005 in Illinois (Co. Filing # DPL-01-05-RIL). These Fireman's rates were adjusted for differences in expense provisions between Fireman's and LIUI, which can be seen in Exhibits 1 & 2. Additional support for LIUI's proposed rating plan can be seen on Exhibits 3 through 12. A material difference between rating plans is the discount for Deletion of Business Liability Coverages. This discount is 10.0% for Fireman's vs. 15.0% for Fireman's LIUI. The only other material difference between rating plans is some Additional Insureds Premium Charges on Exhibit 12. These differences are based upon underwriting judgment.

Due to the fact that this is a new program filing, the historical experience for this program will be closely monitored for appropriate rate adequacy. If requested, LIUI would be willing to provide historical loss experience as it becomes available.

We respectfully request the earliest possible effective date for this filing.

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Mature Claims-Made Base Rates per Dentist @ $1M/$3M Limits,
General Dentist (No Anesthesia/Sedation) Classification

Territory	(1) General Population	(2) Fireman's Fund Base Rate	(3) Fireman's Fund Permissible Loss & LAE Ratio	(4) Indicated Loss & LAE Costs	(5) LIU Permissible Loss & LAE Ratio	(6) LIU Proposed Rates	(7) LIU Base Rate Relative to Fireman's Fund
Cook County	5,376,741	1,704	55.10%	939	76.50%	1,200	-29.6%
Remainder of State	7,042,552	1,065	55.10%	587	76.50%	800	-24.9%
Total/Average Statewide Rate	12,419,293	1,342		739		973	-27.5%

Notes:
(1) from Illinois Census 2000 data (http://illinoisgis.ito.state.il.us/census2000/)
(2) derived from Illinois rate filing - Fireman's Fund eff 08/01/2005
(3) From Exhibit 2
(4) = (2) x (3)
(5) From Exhibit 2
(6) = (4) / (5), rounded to nearest $100
(7) = (6) / (2) - 1.0

Exhibit 2

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Mature Claims-Made Permissible Loss Ratio

		Fireman's Fund	LIU Proposed
(1)	Commissions	19.70%	20.00%
(2)	Other Acquisition	3.30%	0.00%
(3)	General Expenses	7.70%	5.00%
(4)	Taxes, Licenses & Fees	2.60%	2.50%
(5)	Profit & Contingencies	11.50%	-4.00%
(6)	Total Expenses & Profit	44.90%	23.50%
(7)	Permissible Loss & LAE Ratio	55.10%	76.50%

Notes:
* Not exactly the sum of (1) through (5) for Fireman's Fund due to rounding.
(1) through (5) for Fireman's Fund derived from Illinois rate filing - eff 08/01/2005
(6) = (1) + (2) + (3) + (4) + (5)
(7) = 1 - (6)

Exhibit 3

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Increased Limit Factors

Limit of Liability (Professional) Per Claim Limit/Aggregate	(1) Fireman's Dentists Increase/Decrease Factors	(2) LIU Proposed Dentists Increase/Decrease Factors	(3) Fireman's Oral Surgeons Increase/Decrease Factors	(4) LIU Proposed Oral Surgeons Increase/Decrease Factors
100,000/300,000	0.782	0.782	0.500	0.500
200,000/600,000	0.890	0.890	0.625	0.625
500,000/1,500,000	0.946	0.946	0.813	0.813
1,000,000/3,000,000	1.000	1.000	1.000	1.000
2,000,000/6,000,000	1.150	1.150	1.206	1.206
3,000,000/6,000,000	1.250	1.250	1.309	1.309
4,000,000/6,000,000	1.300	1.300	1.377	1.377
5,000,000/6,000,000	1.350	1.350	1.428	1.428

Notes:
(1), (3) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2), (4) based on (1), (3) respectively, and judgment

Exhibit 4

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Deductible Credits

Deductible	(1) Fireman's Credit	(2) LIU Proposed Credit
$1,000	5.0%	5.0%
$2,500	10.0%	10.0%
$5,000	19.0%	19.0%
$10,000	30.0%	30.0%

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) = (1)

Exhibit 5

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Claims-Made Step Factors

Claims-Made Year	# of Days	(1) Fireman's Step Factors	(2) LIU Proposed Step Factors
Year 1	0-182	0.29	0.29
Year 2	183-547	0.54	0.54
Year 3	548-912	0.73	0.73
Year 4	913-1277	0.81	0.81
Year 5	1278-1642	0.90	0.90
Mature Claims-Made	1643+	1.00	1.00

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005
(Co. Filing # DPL-01-05-RIL)
(2) = (1)

Exhibit 6

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Extended Reported Period (ERP) Factors

Years of Prior Claims-Made Coverage	(1) Fireman's ERP Prepaid Factor	(2) LIU Proposed ERP Prepaid Factor
1	0.79	0.79
2	1.23	1.23
3	1.45	1.45
4+	1.57	1.57

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) = (1)

Exhibit 7

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Prior Acts Coverage Factors

Years of Prior Claims-Made Coverage	(1) Fireman's Prepaid Factor	(2) LIU Proposed Prepaid Factor
1	0.71	0.71
2	1.11	1.11
3	1.31	1.31
4+	1.41	1.41

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) based on (1), and judgment

Exhibit 8

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Group Discounts

Group Size	(1) Fireman's Credit	(2) LIU Proposed Credit
2-5	5%	5%
6-10	10%	10%
11+	15%	15%

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) = (1)

Exhibit 9

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Limited Clinical Practice Reduced Rates

Classification	Number of Hours	(1) Fireman's Rate (As a Percent of Dental Rate)	(2) LIU Proposed Rate (As a Percent of Dental Rate)
Part-Time Dentist	20 hrs./wk. or less	50%	50%
Full-Time Professor or Graduate Student	16 hrs./wk. or less	50%	50%
Disability/Leave of Absence	N/A	0%	0%
Newly Graduated Dentist			
- First Year of Practice	N/A	40%	40%
- Second Year of Practice	N/A	60%	60%
- Third Year of Practice	N/A	80%	80%

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) = (1)

Exhibit 10

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Additional Insureds Premium Charges

Application Requirements	(1) Fireman's Credit	(2) LIU Proposed Credit
Membership Maintenance – Members must earn 75 Hours of continuing dental education during their 3 year review period. Recent graduates have 5-years.	10%	10%
Fellowship Award Requirements – Fellowship requires 5 continuous years (50 consecutive months of membership in AGD), plus 500 hours of approved continuing education credit (at least 350 of which is earned in course attendance). Accepted activities for Fellowship credits are: Scientific Programs Postgraduate Education Federal Dental Service Specialty Rotation Programs Self-Instruction Programs Self-Improvement AGD approved courses	15%	15%
Mastership Award Requirements – Mastership requires Fellowship status in the AGD, plus competition of 600 credit hours of approved continuing education in each of 16 separate disciplines: Myofascial Pain Dysfunction/Occlusion Operative Dentistry Periodontics Fixed Prosthodontics Removable Prosthodontics Endodontics Oral & Maxillofacial Surgery Orthodontics Pediatric Dentistry Basic Sciences Oral Medicine/Oral Diagnosis Practice Management Electives Implants Special Patient Care Esthetics	20%	20%

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) = (1)

Exhibit 11

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Other Credits

Description of Credits	(1) Fireman's Discount	(2) LIU Proposed Discount
Dentists Who Participate In a Risk Management Program	5.0%	5.0%
Deletion of Business Liability Coverages - General Liability	10.0%	15.0%
Association/Society Member Credit	5%	5%
Claim-Free Discount	10%*	10%**

Notes:
*No claim of $500 or more in last 5 years
**No claim of $1,000 or more in last 5 years
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) based on (1), and judgment

Exhibit 12

Liberty Insurance Underwriters, Inc.
Dentists Professional & General Liability
Comparison of Competitor Rating Plans
Illinois

Additional Insureds Premium Charges

Type	(1) Fireman's Premium Charge	(2) LIU Proposed Premium Charge
Contingent Interest - Any predecessor dentist or professional corporation who may be liable for the acts of the insured as a result of the use of the name of the predecessor dentist or professional corporation by the named insured.	10% of Professional Liability Premium	5% of Professional Liability Premium
Operations - Any person or organization for whom the insured performs dental services under contract. Provides coverage to additional insured for vicarious liability of our insured.	10% of Professional Liability Premium	5% of Professional Liability Premium
Lessor of Equipment - Lessor of equipment leased to the insured for GL coverage.	N/C	N/C
Waiver of Subrogation - A waiver of transfer rights of recovery may be granted for specific persons or organizations for whom the insured performs dental services under contract.	$138	$150
Independent Contractor - For the vicarious liability exposure assumed by the insured. Does not apply if independent contractor is insured with the Company.	10% of Professional Liability Premium	10% of Professional Liability Premium

Notes:
(1) from Illinois Fireman's Fund Insurance Company filing effective 08/01/2005 (Co. Filing # DPL-01-05-RIL)
(2) based on (1), and judgment

Liberty
Insurance
Underwriters Inc.

January 14, 2009

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, and form filings for all Property & Casualty types of insurance on behalf of **Liberty Insurance Underwriters, Inc.** This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department
Perr&Knight
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

Michael Auerbach
Assistant Vice President
55 Water Street
New York, NY 10041
michael.auerbach@libertyiu.com
(212) 208-9573

LIBERTY INSURANCE UNDERWRITERS, INC.
DENTAL PROFESSIONAL PROGRAM

STATE EXCEPTION PAGES - ILLINOIS

I. Rating Territories:

Territory I: Cook County
Territory II: Remainder of State

II. Dental Practitioner Rates:

A. Premium Rate Tables:

MATURE CLAIMS-MADE RATES
($1,000,000/$3,000,000 Limits)

Dental Classification	Territory I	Territory II
I	$1,200	$800
II	$2,400	$1,600
III	$7,200	$4,800
IV	$8,400	$5,600

OCCURRENCE RATES
($1,000,000/$3,000,000 Limits)

Dental Classification	Territory I	Territory II
I	$1,333	$889
II	$2,667	$1,778
III	$8,000	$5,333
IV	$9,333	$6,222

III. Individual Risk Modification Plan

The maximum modification for professional liability premiums for dental practitioners shall not exceed 50%.

LIBERTY INSURANCE UNDERWRITERS, INC.
DENTAL PROFESSIONAL PROGRAM

STATE EXCEPTION PAGES - ILLINOIS

IV. Amended Professional Liability Rules

A. Section **B. Dental Classifications,** the following revisions are made:

1. Rule 4. Additional Classifications, the following rule is added:

e. A 20% charge may be applied to Dentists other than oral surgeons who perform minor surgical procedures.

2. Rule 4.c. Part-Time Practitioner is deleted and replaced by the following:

Dentists who practice 20 hours or less a week will be eligible for part-time status at 40% premium credit.

B. **Section C., Additional Coverage/Rating Rules,** the following revisions are made:

1. **Rule 3. Loss Prevention/Risk Management Credit** is deleted and replaced by the following:

Dentists who participate in a Company sponsored or approved loss prevention program/risk management program will be eligible for a 5% Risk Management Discount for a period of 3 years.

2. Association/Society Member Credit

A credit of 5% will be applied to each dentist who is a member of the Dental Association/Society.

3. Academy of General Dentistry Membership – Members in good standing who have completed the following requirements are eligible for membership credit:

Application Requirements	Credit
Membership Maintenance – Members must earn 75 Hours of continuing dental education during their 3 year review period. Recent graduates have 5-years.	10%
Fellowship Award Requirements – Fellowship requires 5 continuous years (50 consecutive months of membership in AGD), plus 500 hours of approved continuing education credit (at least 350 of which is earned in course attendance).	15%

LIBERTY INSURANCE UNDERWRITERS, INC.
DENTAL PROFESSIONAL PROGRAM

STATE EXCEPTION PAGES - ILLINOIS

Accepted activities for Fellowship credits are:
- Scientific Programs
- Postgraduate Education
- Federal Dental Service Specialty Rotation Programs
- Self-Instruction Programs
- Self-Improvement AGD approved courses

Mastership Award Requirements – Mastership requires Fellowship status in the AGD, plus competition of 600 credit hours of approved continuing education in each of 16 separate disciplines: 20%
- Myofascial Pain Dysfunction/Occlusion
- Operative Dentistry
- Periodontics
- Fixed Prosthodontics
- Removable Prosthodontics
- Endodontics
- Oral & Maxillofacial Surgery
- Orthodontics
- Pediatric Dentistry
- Basic Sciences
- Oral Medicine/Oral Diagnosis
- Practice Management
- Electives
- Implants
- Special Patient Care
- Esthetics

4. **Quarterly Installment Option**:

   a. An initial payment of 25% is due at policy inception.
   b. The remaining premium will be payable in three installments of the remaining 75% of the original premium as follows: 25% of the original premium is due 3, 6, and 9 months from policy inception.
   c. There will be no interest charges.
   d. Installment fees will total $5 per installment or 1% of the premium, whichever is less.
   e. In the event of any mid-term changes resulting in additional premium due, the additional premium may be included in the installments described above subject to pro-rating of the balance due in the remaining installments. If fewer than two installments are due, i.e., only the 9th month installment, then the additional premium will either be due and payable with the 9th month installment or as otherwise invoiced.

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LIBERTY INSURANCE UNDERWRITERS, INC.
DENTAL PROFESSIONAL PROGRAM

RATES & RULES MANUAL

A) GENERAL GUIDELINES

1) Application of General Rules

This manual provides the rules, rates and classifications for writing Professional Liability and Business Liability coverages for dental practitioners as follows:

a) Individual Dental Practitioners
b) Dental Practitioner Groups

Any exception to these rules shall be contained in the respective State Exceptions page.

(1) Individual Dental Practitioners

For the purposes of these rules, Individual Dental Practitioners shall be defined as a dentist practicing as a solo practitioner, partner(s) of an insured partnership, officers of a professional corporation or association, or employed practitioners who are otherwise ineligible under the rules applicable to Dental Practitioner Groups

(2) Dental Practitioner Groups

For the purposes of these rules Dental Practitioner Groups shall be defined as a group of dental practitioners who are members of an association, organization, legal entity group dental practice or similar dental practitioner group for which an insurance program has been developed.

2) Coverages Available

The coverage available under the Dental Professionals Program Business Liability Plan shall include Dental Professional Liability and additional Business Liability coverages as outlined below and within the specific policy forms and endorsements. Dental Professional Liability is available on an Occurrence or Claims Made Basis.

Option I: "Dental Professional Liability" (Mandatory Minimum Coverage)

Option II: "Dental Professionals Program"

Coverage I - Dental Professional Liability plus additional Business Liability coverages as outlines below and within specific policy forms and endorsements.

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Coverage	Coverage Type
II. Dentist's General Liability Including: a. Premises, Products/Completed Operations b. Medical Payments - $10,000 c. Water and Fire Legal Liability - $250,000 d. Personal and Advertising Injury	Occurrence
III. Nonowned & Hired Auto Liability	Occurrence
IV. Employee Benefits Administration Liability	Occurrence
V. Employment Liability - $5,000	Claims Made
VI. Medical Waste Legal Reimbursement - $50,000	Claims Made

The additional Coverages II – VI available under the Dental Professionals Program package are available on an all or none basis (Coverage I Dentists Professional Liability may be written on a monoline basis, see "Professionals Program" shown above).

3) Limits of Liability

The following limits of liability shall be available for Coverage I Dental Professional Liability, Coverage II Dentists General Liability, Coverage III Nonowned & Hired Automobile Liability, Coverage IV Employee Benefits Administration Liability, Coverage V Employment Practices Liability, and Coverage VI Medical Waste Legal Expense.

	Coverage I Professional Option	Coverage II, III &IV GL, Hired & NO, Employee Benefit	Coverage V Employment Practices	Coverage VI Medical Waste Legal
A	$100,000/300,000	$100,000/300,000	$5,000/5,000	$50,000/$50,000
B	$200,000/600,000	$200,000/600,000	$5,000/5,000	$50,000/$50,000
C	$500,000/1,500,000	$500,000/1,500,000	$5,000/5,000	$50,000/$50,000
D	$1,000,000/3,000,000	$1,000,000/3,000,000	$5,000/5,000	$50,000/$50,000
E	$2,000,000/6,000,000	$2,000,000/4,000,000	$5,000/5,000	$50,000/$50,000
F	$3,000,000/6,000,000	$2,000,000/4,000,000	$5,000/5,000	$50,000/$50,000
G	$4,000,000/6,000,000	$2,000,000/4,000,000	$5,000/5,000	$50,000/$50,000
H	$5,000,000/6,000,000	$2,000,000/4,000,000	$5,000/5,000	$50,000/$50,000

The limits of Liability for Coverage II Dentists General Liability, Coverage III Nonowned & Hired Auto Liability and Coverage IV Employee Benefits Administration Liability must be equal to the limits of liability listed in the table above for the option selected by the insured. Aggregate Limit does not apply to Nonowned & Hired Auto coverage.

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The Limits of Liability for Coverage VI, Medical Waste Legal Reimbursement may not be increased under this program.

The Limits of Liability for Coverage V Employment Practices Liability may be increased to $25,000 each claim/$25,000 aggregate for an additional premium charge of $130.00.

The following increase limit factors shall apply to occurrence and claims made coverages as follows:

Option	Limit of Liability (Professional)	Increase/Decrease Factors Dentists	Increase/Decrease Factors-Oral Surgeons
A	100,000/300,000	0.782	0.500
B	200,000/600,000	0.890	0.625
C	500,000/1,500,000	0.946	0.813
D	1,000,000/3,000,000	1.000	1.000
E	2,000,000/6,000,000	1.150	1.206
F	3,000,000/6,000,000	1.250	1.309
G	4,000,000/6,000,000	1.300	1.377
H	5,000,000/6,000,000	1.350	1.428

4) Policy Term

Policies may be written for a specified term for up to one year and shall be subject to annual rate and underwriting review.

5) Policy Cancellations

a) Compute the return premium on a pro rata basis using the rules, rates and rating plans in effect at policy inception when:

(1) A policy is canceled at the company's request,
(2) The insured no longer has a financial or insurable interest in the business operation that is the subject of insurance, or
(3) A policy is canceled and rewritten in the same company or company group.

b) If coverage is canceled at the insured's request, the company may compute the return premium at 90% of the pro rata unearned premium.

6) Premium Computation

Premium computation shall be governed by the following rules:

a) Premium shall be computed at policy inception by using the rules, rates and rating plans in effect at policy inception. At subsequent renewals, compute the premium using the rules, rates and rating plans in effect at that time.

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b) All rates shown in the State Rate Pages are for an annual period except those applicable to any Extended Reporting Period. Premium shall be prorated when a policy is issued for less than one year.

c) Premium and rates are to be rounded to the nearest whole dollar. Any amount of $.50 or over shall be rounded to the next highest whole dollar. Any amount of $.49 or under shall be rounded to the next lowest whole dollar.

d) Where applicable, factors or multipliers are to be applied consecutively and not added together. Rates, factors and multipliers are to be rounded after the final calculation of premium to three decimal places. Five tenths or more of a thousandth shall be considered to be one thousandth (e.g., .4315 = .432).

7) Mid-term Premium Changes

a) Waive additional or return premiumcharges of $15 or less.
b) Prorate all changes using the rates and rules in effect at policy inception.
c) Mandatory Dental Professional Liability coverage may not be deleted unless the entire policy is canceled.

8) Location of Practice/Exposure

The rates indicated on the State Rate Pages are predicated on the exposure being derived from professional practice within the state. Insureds whose practice exposure is greater than 25% outside the state shall be referred to the Company for underwriting approval and rating.

9) Restrictions of Coverage or Increased Rate

Subject to individual state regulations, policies may be issued with special restrictions or at increased premiums if the insured agrees in writing and the policy would not otherwise be written.

Any (a) rated risk written under this program shall maintain a complete file, including all details of the factors used in determining the rate modification and make such file available to state regulators upon request. Rates shall not be inadequate, excessive or unfairly discriminatory and will follow individual state regulations.

10) Claims-Made Coverage General Rules

a) Retroactive Date

The Retroactive Date is a specific date on the Declarations Page of the policy. Once a Retroactive Date is established for an insured by the Company, it may not be changed by the Company during a period of continuous coverage.

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These factors apply to the mature claims-made rate:

Years of Claims-Made Coverage Claims-Made Year	# of Days	Step Factors
Year 1	0-182	0.29
Year 2	183-547	0.54
Year 3	548-912	0.73
Year 4	913-1277	0.81
Year 5	1278-1642	0.90
Mature Claims-Made	1643+	1.00

b) Prior Acts Coverage

The policy may be extended to provide prior acts coverage as follows:

(1) The prior acts period may not exceed the term immediately preceding coverage under this policy during which similar coverage was continuously insured under a previous claims-made policy.
(2) The limits of liability may not exceed those of the claims-made policy.
(3) The appropriate step into which the insured is placed for rating purposes when claims-made coverage has been provided for less than annual periods shall be determined by the six month rounding rule as follows:

Yr. in CM:	1	2	3	4	5	Mature
# of Days:	0-182	183-547	548-912	913-1277	1278-1642	1643+

OCCURRENCE PRIOR ACTS FACTORS

Years of Prior Claims-Made Coverage	Prepaid Factors
1	0.71
2	1.11
3	1.31
4+	1.41

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(4) Prior acts coverage when converting from Claims Made to Occurrence Coverage shall be governed by the following rules:

(a) The limits of liability may not exceed those of the occurrence policy to which the Prior Acts endorsement shall be attached.

(b) The premium for this Prior Acts Endorsement shall be a one time charge payable in advanced and shall be calculated as follows:

(1) Determine the applicable Occurrence rate for the dental practitioner
(2) Determine the number of years of claims made coverage for which prior acts is required.
(3) Apply the applicable prepaid factor from the table shown in the State Rate Pages to the current rate under the Occurrence policy.
(4) Prior Acts premium for insured whose maturity level is not equal to an annual period shall be pro-rated.

(c) If the occurrence policy is terminated prior to full payment of the Prior Acts Coverage charge, the insured may request to purchase an unlimited reporting period for this Prior Acts Coverage. The premium for this extended reporting period shall be a single charge as follows:

(1) The portion of the return premium for the remaining policy period, if any, applicable to the Prior Acts Coverage; and
(2) The total remaining annual charges, if any, for Prior Acts Coverage remaining to be paid.

c) Unlimited Extended Reporting Coverage

The availability of Extended Reporting Period "ERP" Coverage shall be governed by the following rules:

(1) Extended Reporting Period coverage shall be available to all named insureds shown on the Declarations Page of the policy as outlined in the policy form.

(2) Available Extended Reporting Period coverage options and appropriate premium charges shall be as shown in the State Rate Page.

(3) The limits of liability may not exceed those provided under the expiring policy.

(4) The prior acts date of coverage with the Company shall determine the years of prior exposure for Extended Reporting Period coverage.

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(5) In the event this policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period coverage, if elected. If any premium remains due for the primary claims made policy, any moneys received from the insured shall first be applied to the premium owed on the policy and then to the Extended Reporting Period coverage.

(6) Extended Reporting Period coverage premium is fully earned when paid.

(7) The Extended Reporting Period Endorsement will not:

(a) Increase the limits of liability
(b) Reinstate the aggregate limit of liability under the expiring policy, or
(c) Extend the policy period

(8) Extended Reporting Period coverage premium shall be calculated according to the following rules:

(a) The Insured must pay the premium for the Extended Reporting Endorsement within 30 days of the termination of the policy or the offer will be deemed rejected.

(b) Extended Reporting Premium, is calculated as a percentage of the mature claims-made premium rate in effect at the inception of the terminated policy based upon the applicable Dental practitioners classification and level of claims-made coverage maturity.

The factors in the table below shall be applied to the mature claims-made rate in effect at the inception of the terminated policy. The extension period shall be unlimited unless otherwise noted.

CLAIMS-MADE EXTENDED
REPORTING PERIOD FACTORS

Years of Prior Claims-Made Coverage	ERP Factors
1	0.79
2	1.23
3	1.45
4+	1.57

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(9) Death & Disability Benefits

If a named insured dental practitioner dies or become dis abled while this policy is in effect, we will issue the Extended Reporting Period without requiring the payment of any additional premium. Disability shall mean the total and permanent disability from the practice of clinical dentistry for a period of six consecutive months without expectation of recovery. In order to obtain a waiver of the premium for the Extended Reporting Period, the disability or death must result from sickness or accidental bodily injury and be confirmed in writing by an independent attending physician.

(10) Retirement Benefits

Named insured dental practitioners that fully retire from the practice of dentistry, will be eligible for the waiver or reduction of the Extended Reporting Period premium that may apply. These retirement benefits are not applicable unless they have met our policy premium payment obligations and completely retire from the practice of dentistry. This benefit is not applicable to Organization Coverage.

Retirement benefits are fully earned as follows:

If the policy is terminated due to retirement of the insured at age 55 or more and insured with LIU for 5 consecutive years , the Extended Reporting Period Endorsement premium will be waived.

In order to receive the retirement benefit for the Extended Reporting Period, proof of the insured's retirement must be sent to us within 30 days following retirement. If the insured owes us any premium, they must pay us before we will issue the Extended Reporting Period.

B) DENTAL CLASSIFICATIONS

1) Dental Practitioner Classifications

The following definitions shall be used to assist in determining the appropriate classification for an individual dental practitioner based upon the nature of their dental practice. The company reserves the right to determine an individual dentist's classification based upon the dental and anesthetic procedures performed. Exceptions to these classifications, if any, shall be contained in the respective State Exceptions page.

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a) Classification Definitions:

(1) Conscious Sedation

Conscious Sedation means a minimally depressed level of consciousness that retains the patient's ability to independently and continuously maintain an airway and respond appropriately to physical stimulation and verbal commands. This is produced by pharmacological or non-pharmacological methods, or a combination thereof. For purposes of this insurance, the use of nitrous oxide solely as an analgesic shall not be considered conscious sedation.

(2) Deep Sedation

Deep Sedation means a controlled state of depressed consciousness or unconsciousness, accompanied by partial or complete loss of protective reflexes, including the inability to independently maintain an airway and respond purposely to physical stimulation or verbal commands. This is produced by a pharmacological or non-pharmacological method, or a combination thereof.

(3) General Anesthesia

Deep Sedation means a controlled state of depressed consciousness or unconsciousness, accompanied by partial or complete loss of protective reflexes, including the inability to independently maintain an airway and respond purposely to physical stimulation or verbal commands. This is produced by a pharmacological or non-pharmacological method, or a combination thereof.

b) Classification Plan:

Dental Practitioner classifications shall be determined based upon their level of practice exposure as reflected in the area of practice, administration and types of anesthetic agents used and environment in which they are administered. Use the following table of Dental Practitioner classifications to determine the appropriate premium class.

If more than one classification applies, the highest rated classification shall be used for premium rating.

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Class	Description
I.	Dentists other than oral surgeons who perform dentistry on patients who have been treated with: Local anesthesia and Nitrous oxide sedation. Conscious sedation, deep sedation or general anesthesia must be administered by a licensed dental anesthesiologist within the office, in a hospital or state licensed surgical center;
II.	Dentists other than oral surgeons who perform dentistry on patients who have been treated with: Local anesthesia, Nitrous oxide sedation or Conscious sedation. Deep sedation or general anesthesia must be administered by a licensed dental anesthesiologist within the office, in a hospital or state licensed surgical center;
III.	Oral surgeons who perform oral surgery on patients who have been treated with: Local anesthesia and Nitrous oxide sedation, Conscious sedation, Deep sedation or General anesthesia.
IV.	Dental Anesthesiologists whose practice includes deep sedation and/or general anesthesia.

2) Change of Exposure

a) If a dentist changes classifications under a claims-made policy, the policy will be cancelled and a new policy issued reflecting the new classification.

b) The limits of liability must be rewritten to equal expiring limits unless lower limits have been purchased.

3) Organizational Coverage

It shall be permissible to provide Organization Coverage for Dental Practitioner Group partnerships, corporations or professional associations for liability arising from the practice of dentistry by member dental providers and allied practitioners.

The rate for organization coverage on a shared limit of liability basis shall be included in the total developed premium for the underlying dental practitioner exposures of the dental organization.

The rate for organization coverage on a separate limit of liability basis shall be developed as follows:

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a) 10% of the premium for each dentist, partner, shareholder and employee insured by the Company, and
b) 20% of the premium, calculated at the Company's rates, for each dentist partner, shareholder, and employee insured by a company other than LIU.

4) Limited Clinical Practice

Dental practitioners may pose a more limited exposure due to various factors which limit their clinical practice of dentistry. It shall be permissible to cover these dental practitioners at a reduced rate as indicated subject to the following classifications of Limited Clinical Practice:

a)	Part-Time Dentist:	20 hrs./wk. or less	charge 50% of the Dental Rate
b)	Full-Time Professor or Graduate Student	16 hrs./wk. or less	charge 50% of the Dental Rate
c)	Disability/Leave of Absence		charge 0% or the Dental Rate

(1) Part-Time Practitioner

Dentists who practice 20 hours or less a week will be eligible for part-time status at 50% premiumcredit.

(2) Teaching Dentists

Dentists may be classified as a Teaching Dentist if they are teaching dentists or graduate students in a state accredited university or dental college who do not engage in any dental practice more than 16 hours per week.

(3) Temporary Disability/Leave of Absence

A dentist who becomes Temporarily Disabled or
up to 12 months may be eligible for a suspension of practice endorsement if the disability or leave of absence is for the following:

(a) Military leave,
(b) Pregnancy and/or parental care of a newborn or newly adopted child,
(c) Short-term disability,
(d) To care for a seriously ill dependent minor child, spouse, parent or parent-in-law, or
(e) Continuing dental education in an accredited dental school

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This would apply retroactively to the first day of Disability or Leave of Absence. Coverage will not apply to Dental Professional Services provided during the Leave of Absence period but will continue to cover claims, which are reported during the Leave of Absence period which occurred subsequent to the Retroactive Date and prior to the Leave of Absence period.

(4) Additional Classifications

(a) Newly Graduated Dentist

It shall be permissible to offer dentists who are new to the private practice of dentistry a reduced premium charge as indicated below. A newly graduated dentist shall be defined as a dentist who has completed training in dentistry from a domestic accredited university or dental college within the previous twelve months or the experienced military dentist who within 6 months of honorable

discharge or a foreign graduate with a 4 year program from an accredited U.S. dental school, will be joining a dental group or opening a private practice, and for whom this is the first professional liability insurance coverage provided other than that for Dental Examinations.

1. First Year of Practice — Charge 40% of the Dental Rate
2. Second Year of Practice — Charge 60% of the Dental Rate
3. Third Year of Practice — Charge 80% of the Dental Rate

This credit does not apply if a part-time credit is given.

(b) Replacement Dentists – Locum Tenens

Coverage for dentists substituting for an insured dentist on a temporary basis may be added to cover the substitute dentists only while acting on behalf of the insured dentist for a defined period. The replacement dentist will share the insureds limits of liability for no additional premium charge. Coverage is available for a maximum of 90-days per policy year.

The replacement dentist shall complete an application and submit it in advance of the effective date of coverage for prior approval by the company.

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(c) Examination Coverage

Dental Professional Liability coverage may be written for dental students or individuals (not students) covering dental incidents taking place during Dental Board Examinations. Coverage is provided on an occurrence basis applying to all examinations in a calendar year. Limits of liability are $100,000 per claim / $300,000 annual aggregate. Should the student purchase coverage within 1 year of passing exams, the $25.00 charge will be applied to the professional liability policy premium

Each Dental Student: $25.00 Flat Charge

(d) Dental Societies

Dental Professional Liability coverage may be provided to state or local dental societies, associations or organizations established to support the dental profession. The following charge will apply:

Rating Basis:	Premium
Insured Society	$250.00
Component Society (member society of the insured society)	$100.00

(5) Additional Insured(s):

The following may be covered under the policy as an Additional Insured(s) on a shared limits of liability basis with the Named Insured dental practitioner or group.

Eligible Additional Insureds and premiums shall be as follows:

TYPE:	Premium Charge
(a) Contingent Interest Any predecessor dentist or professional corporation who may be liable for the acts of the insured as a result of the use of the name of the predecessor dentist or professional corporation by the named insured.	5% of PL Premium
(b) Operations Any person or organization for whom the insured performs dental services under contract. Provides coverage to additional insured for vicarious liability of our insured.	5% of PL Premium
(c) Lessor of Equipment Lessor of equipment leased to the insured for GL coverage.	N/C

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(d) Waiver of Subrogation $150
A waiver of transfer rights of recovery may be granted for specific persons or organizations for whom the insured performs dental services under contract.

(6) Independent Contractors

10% of the insured's professional liability premium will be charged per independent contractor for the vicarious liability exposure assumed by the insured. Does not apply if independent contractor is insured with the Company.

C) ADDITIONAL COVERAGE / RATING RULES

1) Individual Risk Modification Plan

To recognize these individual and unique characteristics within each dental practitioner account, it shall be permissible to apply an Individual Risk Premium Modification IRPM Debit and/or Credit to the rates and premiums otherwise developed, depending on the underwriter's overall evaluation of the account's risk.

The following outlines the specific criteria upon which IRPM Debits and/or Credits may be applied to the individual account. The maximum IRPM Debit or Credit that may be applied on any one account is subject to state regulations governing IRPM Plans and any variances are contained in the State Rate pages.

The following IRPM Plan credits and/or debits are to be added together on an individual basis to determine one overall IRPM Plan credit or debit modification applicable to the entire account.

Please see the State Exception Pages for the maximum applicable modifications.

Exposure Condition	Credit	Debit
Risk Management/Qualifications/Training/Continuing Education, including: • Board Eligibility or Board Certification • Experience in Specialty • Accreditation	5% - 15%	5% - 15%
Practice Patterns including patient load and support staff	5% - 15%	5% - 15%
Patient Documentation and Follow-up	5% - 15%	5% - 15%

2) Claim-Free Discount

A claim-free discount of 10% shall be applied. To be eligible, the following criteria must be met:

No open claims and/or no closed claims of $1000 or more incurred indemnity and ALAE in the last 5 years.

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Note: a combination of a maximum of 2 claims is allowable for this discount.

3) Loss Prevention/Risk Management Credit

A premium credit shall be applied to the rate of a dental practitioner who attends a Company sponsored or approved loss prevention program. Dentists who participate in a risk management program will be eligible for a 7.5% Risk Management Discount for a period of 3 years.

4) Deductibles

It shall be permissible to offer deductibles applicable to the Dental Professional Liability coverage which shall apply on a per claim basis, on indemnity payments only and s hall not be subject to an annual aggregate. This credit applies to the basic limits premium ($1,000,000/$3,000,000). The deductible options shall be as follows:

Options	Deductible Amount	Credit Factor
Option 1	$1,000	.05
Option 2	$2,500	.10
Option 3	$5,000	.19
Option 4	$10,000	.30

5) Coverage Options: Deletion of Business Liability Coverages – (General Liability)

Policies may be written to provide coverage for Dental Professional Liability only by eliminating the supplementary Business Liability coverages (Option #1 "Dental Professionals Program"). A 15% premium credit shall be applied to the rates in the premium rate tables.

6) Group Discounts

A single group practice policy issued to two or more dentists is eligible for a premium discount based upon the total number of dentists and oral surgeons within the group according to the following:

Group Size	Premium Credit
2 - 5 Dentists	5%

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6 - 10 Dentists	10%
11 + Dentists	15%

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STATE EXCEPTION PAGES - ILLINOIS

I. Rating Territories:

Territory I: Cook County
Territory II: Remainder of State

II. Dental Practitioner Rates:

A. Premium Rate Tables:

MATURE CLAIMS-MADE RATES
($1,000,000/$3,000,000 Limits)

Dental Classification	Territory I	Territory II
I	$1,200	$800
II	$2,400	$1,600
III	$7,200	$4,800
IV	$8,400	$5,600

OCCURRENCE RATES
($1,000,000/$3,000,000 Limits)

Dental Classification	Territory I	Territory II
I	$1,333	$889
II	$2,667	$1,778
III	$8,000	$5,333
IV	$9,333	$6,222

III. Individual Risk Modification Plan

The maximum modification for professional liability premiums for dental practitioners shall not exceed 25%.

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IV. Amended Professional Liability Rules

A. Section **B. Dental Classifications,** the following revisions are made:

1. **Rule 4. Additional Classifications,** the following rule is added:

   e. A 20% charge may be applied to Dentists other than oral surgeons who perform minor surgical procedures.

2. **Rule 4.c. Part-Time Practitioner** is deleted and replaced by the following:

   Dentists who practice 20 hours or less a week will be eligible for part-time status at 40% premium credit.

B. **Section C., Additional Coverage/Rating Rules,** the following revisions are made:

1. **Rule 3. Loss Prevention/Risk Management Credit** is deleted and replaced by the following:

   Dentists who participate in a Company sponsored or approved loss prevention program/risk management program will be eligible for a 5% Risk Management Discount for a period of 3 years.

2. **Association/Society Member Credit**

   A credit of 5% will be applied to each dentist who is a member of the Dental Association/Society.

3. **Academy of General Dentistry Membership** – Members in good standing who have completed the following requirements are eligible for membership credit:

Application Requirements	Credit
Membership Maintenance – Members must earn 75 Hours of continuing dental education during their 3 year review period. Recent graduates have 5-years.	10%
Fellowship Award Requirements – Fellowship requires 5 continuous years (50 consecutive months of membership in AGD), plus 500 hours of approved continuing education credit (at least 350 of which is earned in course attendance).	15%

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Accepted activities for Fellowship credits are:

- Scientific Programs
- Postgraduate Education
- Federal Dental Service Specialty Rotation Programs
- Self-Instruction Programs
- Self-Improvement AGD approved courses

Mastership Award Requirements – Mastership requires Fellowship status in the AGD, plus completion of 600 credit hours of approved continuing education in each of 16 separate disciplines: 20%

- Myofascial Pain Dysfunction/Occlusion
- Operative Dentistry
- Periodontics
- Fixed Prosthodontics
- Removable Prosthodontics
- Endodontics
- Oral & Maxillofacial Surgery
- Orthodontics
- Pediatric Dentistry
- Basic Sciences
- Oral Medicine/Oral Diagnosis
- Practice Management
- Electives
- Implants
- Special Patient Care
- Esthetics

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5. **20% Down - 9-Payment Installment Option**:

   a. An initial payment of 20% is due at policy inception.
   b. The remaining premium will be payable in nine equal installments of the remaining 80% of the original premium and due 30, 60, 90, 120, 150, 180, 210, 240, and 270 days from policy inception.
   c. There will be no interest charges.
   d. Installment fees will total $5 per installment or 1% of the premium, whichever is less.
   e. In the event of any mid-term changes resulting in additional premium due, the additional premium may be included in the installments described above subject to pro-rating of the balance due in the remaining installments. If fewer than two installments are due, i.e., only the 9th installment, then the additional premium will either be due and payable with the 9th installment or as otherwise invoiced.