**AMERICAN HOME ASSURANCE COMPANY COMMERCE AND INDUSTRY INSURANCE COMPANY PSYCHOANALYST PROFESSIONAL LIABILITY**

**Occurrence Rating Rules NEW YORK**

1. **Coverage:** All coverages are written on an occurrence basis. For details of coverage, please refer to the policy form.
2. **Limits of Liability:** Manual rates provide a basic professional liability limit of $1,000,000 each occurrence and $3,000,000 aggregate, as well as $5,000 for Administrative Hearing coverage, as well as $10,000 for Corporate Identity Protection coverage. The standard coverage provides for one limit to apply to all persons listed under a single policy. When a corporation or partnership is also covered, the organization shares in the limit of liability with the Named Insured.
3. **Classification Procedure**: Classifications are based on the territory in which the insured practices.
4. **Rating Procedure: Individual** Each individual psychoanalyst receives a basic rate which is derived from the location

of the practice.

**Corporation/Partnership** Inclusive limits coverage, within the same individual insured's limits of liability, included automatically.

**Landlord** Landlord may be added as an additional insured at an additional charge of 20% of policy premium.

**Additional Insured** May be added as an additional insured at an additional charge of 20% of policy premium.

# Deductibles: $0

1. **Rating Modifications:** The manual rates for insureds may be modified by the following credit/debits:
   * Electro-convulsive Therapy (ECT) - An additional charge of 25% will be made for psychoanalysts performing ECT.
   * Part-time - Each individual will be charged 50% of the full-time premium rate for psychoanalysts practicing 20 hours or less per week.
   * Risk Management Credit 0-10%- Attended risk management seminar in the last 12 months or participated in continuing education program.
   * Training Credit 20% - Psychologists who have completed training and are licensed to practice as a Psychoanalyst, but are not trained or licensed as a Medical Doctor.
2. **Administrative Hearing:** Additional limits for Administrative Hearing Coverage are available as provided within the Rate Sheet.
3. **Corporate Identity Protection:** Additional limits for Corporate Identity Protection are available as provided within the Rate Sheet.

# The following definition applies to School/Institute/Society. An outpatient visit shall be defined as follows:

1. Individual Counseling: each face-to-face visit is considered one (1) visit;
2. Group Counseling: each patient in group session is considered one (1) visit;
3. ALL visits performed under the direction of the School/Institute/Society, whether conducted on school property or in a private facility are to be included in the school's total outpatient number.
4. **Exposure Reporting Basis:** The exposure reporting basis for psychoanalysts is per person per 12 month period.
5. **Premium Adjustment For Risk Change:** Changes to higher or lower rated territories will be calculated on a pro-rata basis.
6. **Policy Change Rule:** Utilization of Deletion of Endorsement and Policy Change Endorsement: Endorsements 108429 (Deletion of Endorsement), 108427 (Policy Change Endorsement) will only be used to correct any endorsements issued in or with error(s), and amend endorsement schedule and declarations elements such as the name of the named insured, mailing address, policy period, covered property, deductible amounts and limits of insurance. *These endorsements will not be used to*

*amend policy language as any such changes must be approved by the New York Insurance Department. These endorsements will not be used to increase the premium mid-term if the policy is a renewal policy or has been in effect for sixty (60) days or more, unless the premium increase: (1). Is due to and commensurate with insured value added subsequent to issuance or last renewal date of the policy, such as additional property covered or higher limits of insurance; or (2). Is made in lieu of cancelling the policy for one or more of the following reasons: (a). Discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to issuance or last renewal date of the policy; or (b). Material change in the nature or extent of the risk, occurring subsequent to issuance or last renewal date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.*