**APPROVED WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY AND ENDORSEMENT FORMS**

*Click on form number to view and print forms. Instructional forms include notes.*

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In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy
This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured
You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership’s employees.

C. Workers Compensation Law
Workers Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen’s compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State
State means any state of the United States of America, and the District of Columbia.

E. Locations
This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.
insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make
You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:
1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.
If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others
We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions
These statements apply where they are required by law.
1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.
Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies
This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
1. The bodily injury must arise out of and in the course of the injured employee’s employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay
We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance. The damages we will pay, where recovery is permitted by law, include damages:
1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against
such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee’s employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions
This insurance does not cover:
1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a.), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801–945), any other federal workers or workmen’s compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers’ Liability Act (45 USC Sections 51–60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

D. We Will Defend
We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.
We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay
We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:
1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.
F. Other Insurance
We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability
Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others
We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us
There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. How This Insurance Applies
1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.

2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice
Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.

2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.

3. Promptly give us all notices, demands and legal
papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals
All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications
Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration
Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:
1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium
The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:
1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. Records
You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit
You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.
PART SIX—CONDITIONS

A. Inspection
   We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy
   If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties
   Your rights or duties under this policy may not be transferred without our written consent.

D. Cancelation
   1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
   2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
   3. The policy period will end on the day and hour stated in the cancelation notice.
   4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative
   The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.
INFORMATION PAGE

Insurer:

POLICY NO.

1. The Insured: _____ Individual _____ Partnership

   Mailing address: _____ Corporation or ________________

   Other workplaces not shown above:

2. The policy period is from ______________________ to ___________________ at the insured’s mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:

   B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

      Bodily Injury by Accident $ ___________________________ each accident
      Bodily Injury by Disease $ ___________________________ policy limit
      Bodily Injury by Disease $ ___________________________ each employee

   C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

   D. This policy includes these endorsements and schedules:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

   Classifications Code No. Premium Basis Total Estimated Annual Remuneration Rate Per $100 of Estimated Annual Remuneration Premium

   Total Estimated Annual Premium $

   Minimum Premium $ Expense Constant $

   Countersigned by ________________________________
INFORMATION PAGE NOTES

1. The sequence of Items 1 through 4 of the Information Page may not be changed except for Item 3.D. (See Note 14.) The format of each item may be rearranged and these suggested headings may be used: 1. Insured; 2. Policy Period; 3. Coverage; and 4. Premium.

2. The name and the five-digit NCCI carrier code number of the insuring company is to be shown prominently on the Information Page in the space above Item 1. The address and type of insurer (stock, mutual, or other) are to be shown on the Information Page, the policy, or a policy jacket.

3. The policy number must be appropriately labeled and shown in space reserved above Item 1 on the Information Page. This number shall be unique to the company, shall not exceed 18 alphanumeric digits, and shall remain constant during the policy period. It shall be shown on all endorsements as well as all other policy-related correspondence after the policy is issued.

If the policy number displayed on the Information Page contains a policy symbol consisting of alphanumeric digits that are not entered into the carrier's internal statistical records as part of the actual policy number, those symbols shall be shown as a separate prefix and/or suffix to the policy number and appropriately labeled.

4. On the bureau copy of a renewal policy Information Page, use space reserved above Item 1 to show and appropriately label the prior policy number. This number shall not exceed 18 alphanumeric digits. If the number displayed on the Information Page contains a policy symbol consisting of alphanumeric digits that are not entered into the carrier's internal statistical records as part of the actual policy number, those symbols shall be shown as a separate prefix and/or suffix to the policy number and appropriately labeled.

New business may be designated “New.” At its option, the company may show this on the insured’s copy of the Information Page.

5. On the bureau copy of the Information Page, show the letters “AR” next to the title “Information Page” if the insured is an assigned risk.

6. Show in Item 1 the exact name of the employer insured and indicate whether the employer is an individual, partnership, joint venture, corporation, association, or other legal entity. If separate legal entities are insured in a single policy, consistent with the manual of rules, separately show the complete name of each insured employer and indicate each employer’s legal entity status.

7. The Interstate/Intrastate Risk Identification number must be shown and appropriately labeled on the Information Page.

8. Reserve space in Item 1 of the bureau copy to show, if required, the insured’s commonly required identification numbers such as: Arkansas Workers Compensation File Number; Hawaii Unemployment Number; New Mexico Unemployment Insurance Number; Oregon Contract Number; and State Employer Number.

The company may also show this on the Information Page at its option.

9. List in Item 1 or by schedule all usual workplaces of the insured that are to be covered by the policy. Also include the respective Federal Employer’s Identification Number (FEIN), appropriately labeled, for each entity included on the policy.

10. The effective date and hour of the policy, and its expiration date and hour, must be shown in Item 2. The hour may be included as part of the printed form at the company’s option.

11. List in Item 3.A. states where workers compensation insurance is provided. If none is provided, “none” or “not covered” may be shown. See, for example, the notes to the Federal Coal Mine Safety and Health Act Coverage Endorsement.

12. Show limits of liability separately for bodily injury by accident and by disease in Item 3.B.

13. States may be shown in Item 3.C. by name or by designation, but do not name or designate a state listed in Item 3.A., a monopolistic state fund state, or a state where the insurer will not provide this coverage. The following entry may also be included: “All states except North Dakota, Ohio, Washington, Wyoming, states designated in Item 3.A. of the Information Page and ___________________________."

If the company learns that the insured is conducting operations in a 3.C. state, and if the company agrees to continue coverage, the company should add that state to Item 3.A. and remove it from Item 3.C. Normal company procedures apply when the state is added to Item 3.A.
14. Item 3.D. may be omitted so long as the list of the policy’s schedules and endorsements appears somewhere on the Information Page. Endorsements for which the company has not filed specimen copies with the rating bureau or bureaus having jurisdiction must be attached to the Information Page filed with the bureau.

15. The content of Item 4 may be rearranged by the company. If the policy is issued for less than one year, the company may state whether the premium information is shown for the policy period or for an annual period.

16. In Item 4, the development of estimated annual premium shall be displayed separately for each classification by state. This same display of premium development must be shown on any classification schedules attached to the policy. Total Estimated Standard Premium must be shown by state on the Information Page or on a schedule attached to the policy.

The experience rating modification factor shall be shown in Item 4 for risks subject to the experience rating plan, unless this factor is not available when the policy is issued. The company then may make an appropriate entry in Item 4 to show that the factor is not available. See the Experience Rating Modification Factor Endorsement for more information.

17. In those states where a schedule rating plan has been filed and approved, report the schedule rating information in Item 4, as required by the filed plan.

18. Premium discount may be shown in Item 4, the Premium Discount Endorsement, or both.

19. Taxes, assessments, deposit premium, interim adjustments of premium, the rating plan, past experience, cancellation of similar insurance, date and place of policy issuance, date and place of countersignature, and other related information may be shown in Item 4.

20. Three-year fixed-rate policies must be so designated on the Information Page as required by Rule 3-B-1-b of NCCI’s Basic Manual. In Item 4, the company shall report the premium information either as Standard Premium or Total Standard Premium as defined in Rule 3-A-20 of NCCI’s Basic Manual.

21. Other entries may be made on the Information Page as authorized by Notes to Standard Endorsements, including: Anniversary Rating Date, Defense Base Act Coverage; Nonappropriated Fund Instrumentalities Act Coverage; Partners, Officers and Others Exclusion; Pending Rate Change; Sole Proprietors, Partners, Officers and Others Coverage; and Voluntary Compensation Maritime Coverage Endorsements.

22. The company may place the execution clause at the end of the Information Page, at the end of the standard policy, or on a policy jacket.

State Workers Compensation Rating Bureau Information Page Notes:

Refer to the Pennsylvania Basic Manual for Pennsylvania policy issuance instructions and specific requirements.

Refer to the sample Information Page in the Forms Section, Part Three, Section 2, of the New Jersey Workers Compensation and Employers Liability Insurance Manual for a description of New Jersey requirements.

Refer to the New York Manual (Part Four) for complete instructions on policy issuance, including Information Page Notes for preparing New York policies.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured
Policy No.
Endorsement No.
Insurance Company

Countersigned by ________________________________

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DEFENSE BASE ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a state named in Item 3.A. of the Information Page.

General Section C. **Workers’ Compensation Law** is replaced by the following:

C. **Workers’ Compensation Law**

Workers’ Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Defense Base Act (42 USC Sections 1651–1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen’s compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Defense Base Act.

Schedule

Description of Work

Notes:

1. The Defense Base Act makes the Longshore and Harbor Workers’ Compensation Act apply to contractors performing work at overseas military bases, whether in a territory or possession of the United States or in a foreign country, and to various public works contracts performed outside the continental United States.

2. Use this endorsement to provide workers compensation insurance and employers liability insurance for work subject to the Defense Base Act extension of the Longshore and Harbor Workers’ Compensation Act.

3. The description of the work must include the location where the work is to be performed.
DEFENSE BASE ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a state named in Item 3.A. of the Information Page.

General Section C. **Workers’ Compensation Law** is replaced by the following:

C. **Workers’ Compensation Law**

Workers’ Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Defense Base Act (42 USC Sections 1651–1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen’s compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Defense Base Act.

Schedule

**Description of Work**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective Insured</th>
<th>Policy No.</th>
<th>Endorsement No. Premium $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by ____________________________</td>
<td></td>
</tr>
</tbody>
</table>

FEDERAL COAL MINE SAFETY AND HEALTH ACT COVERAGE ENDORSEMENT

This endorsement applies only to work in a state shown in the Schedule and subject to the Federal Coal Mine Safety and Health Act (30 U.S.C Sections 801–945). Part One (Workers Compensation Insurance) applies to that work as though that state were shown in Item 3.A. of the Information Page.

The definition of workers compensation law includes the Federal Coal Mine Safety and Health Act (30 U.S.C Sections 801–945) and any amendment to that law that is in effect during the policy period.

Part One (Workers Compensation Insurance), Section A.2., How This Insurance Applies, is replaced by the following:

Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period or, when the last exposure occurred prior to July 1, 1973, a claim based on that disease must be first filed against you during the policy period shown in Item 2 of the Information Page.

Schedule

State

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured
Policy No. Endorsement No.
Insurance Company Countersigned by

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FEDERAL EMPLOYERS’ LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Federal Employers’ Liability Act (45 USC Sections 51–60) and any amendment to that Act that is in effect during the policy period.

G. **Limits of Liability** of Part Two (Employers Liability Insurance) is replaced by the following:

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below:

1. **Bodily Injury by Accident.** The limit shown for “bodily injury by accident—each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for “bodily injury by disease—aggregate” is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees.

   The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page or in the Schedule.

   Bodily injury by disease does not include disease that results directly from bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers’ Liability Act as though that state were listed in Item 3.A. of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers’ Liability Act.

Schedule

1. **Limits of Liability**
   - Bodily Injury by Accident $_________ each accident
   - Bodily Injury by Disease $_________ aggregate

2. **State**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement</th>
<th>Effective Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Company</td>
<td></td>
<td>Countersigned by__________</td>
</tr>
</tbody>
</table>

LONGSHORE AND HARBOR WORKERS’ COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers Compensation Law** is replaced by the following:

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901–950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen’s compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers’ Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

---

**Schedule**

<table>
<thead>
<tr>
<th>State</th>
<th>Longshore and Harbor Workers’ Compensation Act Coverage Percentage</th>
</tr>
</thead>
</table>

The rates for classifications with code numbers not followed by the letter “F” are rates for work not ordinarily subject to the Longshore and Harbor Workers’ Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers’ Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers’ Compensation Act Coverage Percentage shown in the Schedule.

**Notes:**

1. The Longshore and Harbor Workers’ Compensation Act is a federal workers compensation law that applies to workers in maritime employments, including longshore, harborworkers, shipbuilders, shipbreakers and ship repairers. It does not apply to masters or crews of vessels. See the *Basic Manual User’s Guide* for additional details.
2. Use this endorsement to provide workers compensation insurance and employers liability insurance for work subject to the Longshore and Harbor Workers’ Compensation Act in any state, including a monopolistic state fund state.
3. Coverage is provided in a state by naming the state in the Schedule.
4. The following entry may be typed or printed in the Schedule to provide coverage in Item 3.A. states:


5. The following entry may be typed or printed in the Schedule to provide coverage in Item 3.A. and 3.C. states:


LONGSHORE AND HARBOR WORKERS’ COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers’ Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. Workers’ Compensation Law is replaced by the following:

C. Workers’ Compensation Law

Workers’ Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901–950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen’s compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers’ Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

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<th>Longshore and Harbor Workers’ Compensation Act Coverage Percentage</th>
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</table>

The rates for classifications with code numbers not followed by the letter “F” are rates for work not ordinarily subject to the Longshore and Harbor Workers’ Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers’ Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers’ Compensation Act Coverage Percentage shown in the Schedule.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured Effective Policy No. Endorsement No. Premium

Insurance Company Countersigned by _______________________________________________________________________

NONAPPROPRIATED FUND INSTRUMENTALITIES ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Nonappropriated Fund Instrumentalities Act. The policy applies to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. Workers’ Compensation Law is replaced by the following:

C. Workers’ Compensation Law

Workers’ Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171–8173). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen’s compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Nonappropriated Fund Instrumentalities Act.

Schedule

Description and Location of Work

Notes:

1. The Nonappropriated Fund Instrumentalities Act makes the Longshore and Harbor Workers’ Compensation Act apply to civilian employees of certain instrumentalities such as the Army and Air Force Exchange Service, Army and Air Force Motion Picture Service, Navy Ship’s Stores Ashore, Navy, Marine and Coast Guard Exchanges and other instrumentalities of the United States under jurisdiction of the Armed Forces conducted for the pleasure and improvement of Armed Forces personnel.

2. Use this endorsement to provide workers compensation insurance and employers liability insurance for work subject to the Nonappropriated Fund Instrumentalities Act.

NONAPPROPRIATED FUND INSTRUMENTALITIES ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Nonappropriated Fund Instrumentalities Act. The policy applies to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. **Workers’ Compensation Law** is replaced by the following:

C. **Workers’ Compensation Law**

Workers’ Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171–8173). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen’s compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Nonappropriated Fund Instrumentalities Act.

Schedule

Description and Location of Work

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by_________________________________</td>
<td></td>
</tr>
</tbody>
</table>
OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Outer Continental Shelf Lands Act. The policy will apply to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

General Section C. **Workers’ Compensation Law** is replaced by the following:

C. **Workers’ Compensation Law**

   [Workers’ Compensation Law means the workers or workmen’s compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Outer Continental Shelf Lands Act (43 U.S.C Sections 1331–1356a). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen’s compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.]

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Outer Continental Shelf Lands Act.

Schedule

**Description and Location of Work**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by ___________________</td>
<td></td>
</tr>
</tbody>
</table>
MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:
   A. How This Insurance Applies
   This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
   1. The bodily injury must arise out of and in the course of the injured employee’s employment by you.
   2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
   3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
   4. Bodily injury by accident must occur during the policy period.
   5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
   6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.
   This insurance does not cover:
   13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
   14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. We Will Defend is changed by adding the following statement:
   We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability
   Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.
   1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
      A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
   2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—aggregate” is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel’s home port.
      Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
   3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.
1. Description of work:

2. Transportation, Wages, Maintenance and Cure Premium $

3. Limits of Liability
   - Bodily Injury by Accident $______________ each accident
   - Bodily Injury by Disease $______________ aggregate

Notes:
1. Use this endorsement to afford maritime coverage under Program I or II, as described in the Basic Manual User's Guide in which the employer has maritime exposure and no Protection and Indemnity policy, or has a Protection and Indemnity policy that does not cover all its operations.
2. Use Item 1 of the Schedule to describe the maritime operations that are to be insured by this endorsement. The description may include limitations by size, ownership or name of vessel and limitations by names of waterways to be used by the vessels.
3. Show a premium charge or other appropriate entry in Item 2 to provide coverage for transportation, wages, maintenance and cure. The premium charge for the exposure shall be determined by the carrier from its evaluation of the exposure presented by the risk.
MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

   A. **How This Insurance Applies**
   
   This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
   
   1. The bodily injury must arise out of and in the course of the injured employee’s employment by you.
   
   2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
   
   3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
   
   4. Bodily injury by accident must occur during the policy period.
   
   5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
   
   6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

   This insurance does not cover:
   
   13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
   
   14. your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D **We Will Defend** is changed by adding the following statement:

   We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G **Limits of Liability**

   Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.
   
   1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

   2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—aggregate” is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel’s home port.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

   3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.
Schedule

1. Description of work:

2. Transportation, Wages, Maintenance and Cure Premium $

3. Limits of Liability

   Bodily Injury by Accident $________________ each accident
   Bodily Injury by Disease $________________ aggregate

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured Effective Policy No. Endorsement No. Premium

Insurance Company Countersigned by___________________________________________
VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. **How This Insurance Applies**
   This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
   1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
   2. The bodily injury must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule.
   3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
   4. Bodily injury by accident must occur during the policy period.
   5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**
   We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. **Exclusions**
   This insurance does not cover:
   1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
   2. bodily injury intentionally caused or aggravated by you.

D. **Before We Pay**
   Before we pay benefits to the persons entitled to them, they must:
   1. release you and us, in writing, of all responsibility for the injury or death.
   2. transfer to us their right to recover from others who may be responsible for the injury or death.
   3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.
   If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. **Recovery From Others**
   If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.
Schedule

1. Employees
   Master and members of the crews of these vessels

2. Description of Work:

Notes:
1. Use this endorsement to provide Voluntary Compensation Insurance under Program II as described in the Basic Manual User's Guide for masters and members of the crews of vessels.
2. This endorsement provides voluntary compensation to the employees described in the Schedule. Employees are described by naming or describing the vessel to which they are attached.
3. When this endorsement is used, the Maritime Coverage Endorsement must also be attached to the policy.
VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. release you and us, in writing, of all responsibility for the injury or death.
2. transfer to us their right to recover from others who may be responsible for the injury or death.
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

   If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.
1. **Employees**
   Master and members of the crews of these vessels

2. **Description of Work:**

---

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

*(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)*

<table>
<thead>
<tr>
<th>Endorsement Effective Insured</th>
<th>Policy No.</th>
<th>Endorsement No. Premium $</th>
</tr>
</thead>
</table>
| Insurance Company            | Countersigned by ___________________________

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**

2. **State of Special or Temporary Employment**

3. **Contract or Project**

Notes:

1. This endorsement may be used when the insured named in Item 1 of the Information Page has agreed to provide insurance against workers compensation and employers liability claims made by employees of the insured against a special or temporary employer named in the endorsement Schedule.

2. This endorsement may be used only if the state of temporary or special employment is a state shown in Item 3.A. of the Information Page.

3. If the insured is in the business of providing temporary workers for others, the insurer may show the alternate employers in the Schedule by the words “all” or “any.”

4. Three uses of this endorsement are illustrated here:
   a. Use this endorsement if the policy is issued to a contractor (the insured) who is required by an oil company (as alternate or special employer) to provide workers compensation and employers liability insurance to protect the oil company from claims brought by the contractor’s employees.
   b. Use this endorsement if the policy is issued to a business that operates and manages property for others (the insured) who is required by the property owner (the alternate employer) to provide this insurance to protect the owner from claims brought by employees of the operator/manager.
   c. Use this endorsement if the policy is issued to a supplier of temporary office help (the insured) who is required by its customer (the user of the temporary office help—the alternate employer) to provide this insurance to protect the customer from claims brought by the insured’s employees against the alternate employer.

5. Show an appropriate entry to Item 3 to limit the endorsement to apply only to specific jobs or contracts of the insured. This endorsement may not be used to limit coverage to specific jobs or contracts in Wisconsin.

6. If this endorsement is used because of temporary or special employment in Illinois, the carrier must send a written notice of cancelation to all Illinois Alternate Employers shown in the Schedule.
ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer’s duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer
   Address

2. State of Special or Temporary Employment

3. Contract or Project

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective Policy No.</th>
<th>Endorsement No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured Insurance Company</td>
<td>Premium $</td>
</tr>
</tbody>
</table>

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from ________________________________.

Notes:

1. Use this endorsement to exclude designated workplaces only when it is proper to do so under the workers compensation law. The use of this endorsement is also limited by Note 2.

2. Use the blank space in the endorsement to carefully describe the work or workplace to be excluded.
   a. Example excluding an office address:
      (Street, City, State)
   b. Example excluding a construction site:
      "or in connection with the construction of . . ." (describe the project, location, contract, etc.)
   c. Example covering a location and excluding all others within a state:
      "any place in the State of ______________ except (Street, City)."
   d. Example excluding work insured by another policy:
      "any workplace covered by insurance policy number ______________________ issued by Blank Insurance Company."

3. Kansas employers must comply with requirements of the Kansas Workers’ Compensation Act by insuring all employees whether one or more policies are issued to the same employer.
DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from ________________________________.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<thead>
<tr>
<th>Endorsement</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td></td>
<td>Premium</td>
</tr>
<tr>
<td>Insurance Company</td>
<td></td>
<td>Countersigned by______________________________________</td>
</tr>
</tbody>
</table>

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.

B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
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<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Insurance Company

Countersigned by ________________________________

INSURANCE COMPANY AS INSURED ENDORSEMENT

The policy does not cover your obligations as a workers compensation reinsurer or insurer of other employers.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement</th>
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<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Company</td>
<td></td>
<td>Countersigned by________________________________________________________________</td>
<td></td>
</tr>
</tbody>
</table>

JOINT VENTURE AS INSURED ENDORSEMENT

If the employer named in Item 1 of the Information Page is a joint venture, and if you are one of the members, you are insured, but only in your capacity as an employer of the joint venture’s employees.

Note:
Use this endorsement to insure the members of a joint venture named in Item 1 of the Information Page.
JOINT VENTURE AS INSURED ENDORSEMENT

If the employer named in Item 1 of the Information Page is a joint venture, and if you are one of the members, you are insured, but only in your capacity as an employer of the joint venture’s employees.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured
Effective Policy No.
Endorsement No.
Premium
Insurance Company
Countersigned by ______________________________

MEDICAL BENEFITS EXCLUSION ENDORSEMENT

Part One (Workers Compensation Insurance) does not cover any medical benefits required by the workers compensation law of a state named in the Schedule. You will provide medical benefits to the full extent required by that workers compensation law and to our satisfaction.

Schedule

State

Notes:

1. Use this endorsement in a state where the insured is a qualified self-insurer with respect to the payment of medical benefits. See the Basic Manual loss cost or rate pages for a particular state to determine if an ex-medical loss cost or rate is available for a particular class code in that state.

2. If the insured has elected, under the workers compensation law, to be responsible for these benefits but is not a self-insurer for them, use Medical Benefits Reimbursement Endorsement. See the Basic Manual User’s Guide—Special Conditions or Operations That Affect Coverage.
MEDICAL BENEFITS EXCLUSION ENDORSEMENT

Part One (Workers Compensation Insurance) does not cover any medical benefits required by the workers compensation law of a state named in the Schedule. You will provide medical benefits to the full extent required by that workers compensation law and to our satisfaction.

Schedule

State

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countsigsed by__________________</td>
<td></td>
</tr>
</tbody>
</table>

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

| Partners | Officers | Others |

Notes:

1. Use this endorsement in a state where an individual has elected pursuant to the workers compensation law not to be covered by the law and to exclude employers liability coverage where the insured is statutorily exempt from workers compensation coverage.

2. Individuals may be designated in this endorsement only when it is proper to do so under the workers compensation law. Individuals may be designated by naming them or by describing them, as, for example:
   a. all partners;
   b. all executive officers except the president;
   c. each person named in Item 4 of the Information Page.

3. This endorsement may be used in Missouri to exclude members of a limited liability company who have rejected workers compensation and employers liability insurance in accordance with Missouri Department of Insurance Bulletin 96-02.

4. Use this endorsement in the state of Missouri to exclude family members, as allowed by Section 287.035.6.(2), RSMo. The family members should be individually named (a general statement of “all family members” is not acceptable) within this endorsement and updated annually to avoid any possible disputes over which family members intend to be excluded. In addition, for purposes of Section 287.035.6.(1), RSMo, family members within the third degree of affinity or consanguinity shall mean the following:
   1st Degree: Parents or child of the employer, or of the employer’s current living spouse.
   2nd Degree: Grandparents, grandchildren, brothers or sisters of the employer or of the employer’s current living spouse.
   3rd Degree: Great grandparents, great grandchildren, aunts, uncles, nieces or nephews of the employer or of the employer’s current living spouse.

5. In the commonwealth of Massachusetts, this endorsement can be used only to identify corporate officers or directors who own at least 25% of the issued and outstanding stock of a corporation and who have elected to exclude themselves from coverage in accordance with Massachusetts General Law, Chapter 152, Section 1(4), as amended, and Regulation 452 CMR 8.00. All excluded corporate officers and directors must be individually named on this endorsement.
PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners  Officers  Others

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured
Effective Policy No. Endorsement No.
Insurance Company Premium

Countersigned by ________________________________

RURAL UTILITIES SERVICE ENDORSEMENT

1. We will submit our policy and endorsement forms to the Rural Utilities Service (RUS) prior to using them.

2. We will mail to the Rural Utilities Service at least ten days advance notice of the termination of the policy.

3. If you are immune from tort liability, we will not use that immunity as a defense unless you so request us. You agree that waiving the defense of immunity will not make us liable for any payment in excess of the limits of liability stated in the policy.

4. If you are a cooperative or a mutual organization, we agree with the Rural Utilities Service that the insurance afforded by this policy is subject to the following provisions:
   a. We agree that we will not use, either in the adjustment of claims or in the defense of suits against you, your immunity from tort liability, unless you interpose such defense;
   b. You agree that the waiver of the defense of immunity shall not subject the company to liability of any portion of a claim, verdict or judgment in excess of the limits stated in the policy;
   c. We agree that if you are relieved of liability because of your immunity, either by interposition of such defense at your request or by voluntary action of a court, the insurance applicable to the injuries on which such suit is based, to the extent it would otherwise have been available to you, shall apply to your officers and employees in their capacity as such; provided that all defenses other than immunity in suits against you or against the company under the policy shall be available to the company with respect to such officers and employees in suits against such officers and employees or against the company under the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Insured</th>
<th>Effective Policy No.</th>
<th>Endorsement No. Premium $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by ____________________________</td>
<td></td>
</tr>
</tbody>
</table>

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

Persons State

Sole Proprietor:

Partners:

Officers:

Others:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured Effective Policy No. Endorsement No. Premium

Insurance Company Countersigned by ________________________________

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies
This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay
We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions
This insurance does not cover:
1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay
Before we pay benefits to the persons entitled to them, they must:
1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.
If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others
If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance
Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.
Notes:
1. Use this endorsement to afford voluntary compensation coverage pursuant to the *Basic Manual User’s Guide*.
2. Use Voluntary Compensation Maritime Endorsement to provide Voluntary Compensation Coverage under Program II as described in the *Basic Manual User’s Guide*.
3. Work in a monopolistic state fund state should not be included in the Schedule unless employers liability coverage is provided in that state by the Employers Liability Coverage Endorsement.
4. This endorsement may only be used in accordance with the provisions of MS 176.041 in Minnesota.
5. Various uses of this endorsement are illustrated below.

<table>
<thead>
<tr>
<th>Employees</th>
<th>State of Employment</th>
<th>Designated Workers Compensation Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>All officers and employees not subject to the workers compensation law.</td>
<td>Any state shown in Item 3.A. of the Information Page.</td>
<td>The state where the injury takes place.</td>
</tr>
<tr>
<td>All domestics, farm and agricultural workers.</td>
<td>Utah</td>
<td>Utah</td>
</tr>
<tr>
<td>All partners of the insured partnership.</td>
<td>Kansas</td>
<td>Kansas</td>
</tr>
</tbody>
</table>
VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Employees</th>
<th>State of Employment</th>
<th>Designated Workers Compensation Law</th>
</tr>
</thead>
</table>

Endorsement Effective Policy No. Endorsement No. Premium

Insurance Company Countersigned by _______________________________

This endorsement adds Voluntary Compensation Coverage and Employers Liability Coverage to the policy.

“Bodily injury,” “business,” “residence employee,” “residence premises,” “you,” and “we” have the meanings stated in the policy.

VOLUNTARY COMPENSATION COVERAGE

A. How This Coverage Applies

This Coverage applies to bodily injury by accident or bodily injury by disease sustained by your residence employees.

1. The bodily injury must arise out of and in the course of the residence employee’s employment by you.
2. The employment must be necessary or incidental to work in the state of the residence premises or a state listed in the Schedule.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your residence employee’s employment by you. The residence employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your residence employees were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

D. Exclusions

This Coverage does not cover

1. Bodily injury arising out of any of your business pursuits.
2. Bodily injury intentionally caused or aggravated by you.
3. Any obligation imposed by a workers compensation or occupational disease law or any similar law.

E. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this Coverage fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.
EMPLOYERS LIABILITY COVERAGE

A. How This Coverage Applies
   This Coverage applies to bodily injury by accident or bodily injury by disease sustained by your residence employees.
   1. The bodily injury must arise out of and in the course of the residence employee’s employment by you.
   2. The employment must be necessary or incidental to work in the state of the residence premises or a state listed in the Schedule.
   3. Bodily injury by accident must occur during the policy period.
   4. Bodily injury by disease must be caused or aggravated by the conditions of your residence employee’s employment by you. The residence employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay
   We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.
   The damages we will pay, where recovery is permitted by law, include damages:
   1. For which you are liable to a third party by reason of a claim or suit against you to recover damages obtained from the third party;
   2. For care and loss of services; and
   3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee’s employment by you; and
   4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions
   This Coverage does not apply to:
   1. Bodily injury arising out of any of your business pursuits.
   2. Bodily injury intentionally caused or aggravated by you.
   3. Any obligation imposed by a workers compensation or occupational disease law or any similar law.

D. Other Insurance
   We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

E. Limits of Liability
   Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below, regardless of the number of insureds, claims or suits, or persons who sustain bodily injury.
   1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for damages because of bodily injury to one or more residence employees arising out of any one accident. That limit includes damages for death, care, and loss of services.
2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—coverage limit” is the most we will pay for damages because of all bodily injury by disease to one or more residence employees. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee. The limits include damages for death, care, and loss of services.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

POLICY PROVISIONS

Voluntary Compensation Coverage and Employers Liability Coverage are subject to the provisions of the policy relating to the defense of suits; payment of claim expenses; duties after loss; waiver or changes of policy provisions; cancellation and nonrenewal; subrogation or recovery from others; assignment or death of the insured; premium; and bankruptcy.

Schedule

1. Residence Employees
   Number  Rates  Premium
   Domestic Workers—Residences—Full-Time
   Domestic Workers—Residences—Part-Time

2. State: Workers Compensation Law

3. Limits of Liability for Employers Liability Coverage
   Bodily Injury by Accident  $ ________________ each accident
   Bodily Injury by Disease  $ ________________ coverage limit
   $ ________________ each employee

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Insurance Company

Policy No.
Countersigned by

Endorsement No.
Premium

WC 00 03 12 A
(Ed. 07-11)
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Notes:

1. Use this endorsement to waive the company’s right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: “The premium charge for the endorsement is $______________.”
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the Basic Manual.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<td>Countersigned by ____________________________</td>
<td></td>
</tr>
</tbody>
</table>

This endorsement adds Workers Compensation and Employers Liability Coverage to the policy.

Certain words and phrases used in this endorsement are defined as follows:

“Bodily injury,” “business,” “residence employee,” “residence premises,” “you,” and “we” have the meanings stated in the policy.

“Workers compensation law” means the workers or workmen’s compensation and occupational disease law of the state or territory where the residence premises is located and of any other state shown in Item 2 of the Schedule. Workers compensation law does not include the provisions of any law that provide nonoccupational benefits.

**WORKERS COMPENSATION COVERAGE**

A. **How This Coverage Applies**

   This Coverage applies to bodily injury by accident or bodily injury by disease sustained by your residence employees.

   1. Bodily injury by accident must occur during the policy period.
   2. Bodily injury by disease must be caused or aggravated by the conditions of your residence employee’s employment by you. The residence employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

   We will pay promptly when due the benefits required of you by the workers compensation law.

C. **Other Insurance**

   We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

D. **Exclusion**

   This Coverage does not apply to bodily injury arising out of any of your business pursuits.

E. **Law Provision**

   Terms of this Coverage that conflict with the workers compensation law are changed by this statement to conform to that law.
EMPLOYERS LIABILITY COVERAGE

A. How This Coverage Applies
   This Coverage applies to bodily injury by accident or bodily injury by disease sustained by your residence employees.
   1. The bodily injury must arise out of and in the course of the residence employee’s employment by you.
   2. The employment must be necessary or incidental to work in the state of the residence premises or a state listed in the Schedule.
   3. Bodily injury by accident must occur during the policy period.
   4. Bodily injury by disease must be caused or aggravated by the conditions of your residence employee’s employment by you. The residence employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay
   We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.
   The damages we will pay, where recovery is permitted by law, include damages:
   1. For which you are liable to a third party by reason of a claim or suit against you to recover damages obtained from the third party;
   2. For care and loss of services; and
   3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee’s employment by you; and
   4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions
   This Coverage does not apply to:
   1. Bodily injury arising out of any of your business pursuits.
   2. Bodily injury intentionally caused or aggravated by you.
   3. Any obligation imposed by a workers compensation or occupational disease law or any similar law.

D. Other Insurance
   We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

E. Limits of Liability
   Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below, regardless of the number of insureds, claims or suits, or persons who sustain bodily injury.
   1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for damages because of bodily injury to one or more residence employees arising out of any one accident. That limit includes damages for death, care, and loss of services.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—coverage limit" is the most we will pay for damages because of all bodily injury by disease to one or more residence employees. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. The limits include damages for death, care, and loss of services.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

POLICY PROVISIONS

Workers Compensation Coverage and Employers Liability Coverage are subject to the provisions of the policy relating to the defense of suits; payment of claim expenses; duties after loss; waiver or changes of policy provisions; cancelation and nonrenewal; subrogation or recovery from others; assignment or death of the insured; premium; and bankruptcy.

Schedule

1. Residence Employees
   Number Rates Premium
   Domestic Workers—Residences—Full-Time
   Domestic Workers—Residences—Part-Time

2. State:

3. Limits of Liability for Employers Liability Coverage
   Bodily Injury by Accident $ ____________________ each accident
   Bodily Injury by Disease $ ____________________ coverage limit
   $ ____________________ each employee

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium
Insurance Company Countersigned by ________________________________
DOMESTIC AND AGRICULTURAL WORKERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we are required to make because of bodily injury to such persons.

Schedule

Farm or Agricultural Workers:

Domestic or Household Workers:

Notes:

1. Use this endorsement in a state where the insured has elected pursuant to the workers compensation law **not** to be responsible for providing benefits for farm or agricultural workers and employees and to exclude employers liability coverage where the insured is statutorily exempt from workers compensation coverage.

2. Use this endorsement in a state where the insured has elected pursuant to the workers compensation law not to be responsible for providing benefits for domestic or household workers and to exclude employers liability coverage where the insured is statutorily exempt from workers compensation coverage.

3. Use this endorsement in Connecticut only when the insured is not responsible for providing benefits for domestic or household workers and does not elect pursuant to the workers compensation law to provide such benefits. (Section 31-275(5) (D), (6) (A) of the Connecticut Workers’ Compensation Law.)

4. This endorsement may only be used in accordance with the provisions of MS 176.041 in Minnesota.

5. Individuals may be designated by naming them or by describing them, for example:
   a. all farm or agricultural workers.
   b. all domestic or household workers.
DOMESTIC AND AGRICULTURAL WORKERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we are required to make because of bodily injury to such persons.

Schedule

Farm or Agricultural Workers:

Domestic or Household Workers:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by</td>
<td></td>
</tr>
</tbody>
</table>

LABOR CONTRACTOR ENDORSEMENT

This endorsement applies only with respect to bodily injury to your leased employees in the state named in Item 2 of the Schedule when provided by a labor contractor named in Item 1 of the Schedule. This endorsement does not apply with respect to bodily injury to workers provided to you on a temporary basis.

Certain words and phrases in this endorsement are defined as follows:

Labor contractor means the entity furnishing some or all of the workers to another entity.
Client means the entity using the services of a labor contractor to obtain some or all of its workers.
Temporary worker means a worker who is furnished to an entity to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the labor contractor is an insured. If an entry is shown in Item 3 of the Schedule, the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One we will reimburse the labor contractor named in the Schedule for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the labor contractor’s duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the labor contractor with any government agency.

We will not ask any other insurer of the labor contractor to share with us a loss covered by this endorsement.

Premium will be charged for your leased employees while provided by the labor contractor. You must obtain from the labor contractor and furnish to us a complete payroll record of your leased employees provided by the labor contractor to satisfy your obligations under Part Five (Premium), C.2.

The policy may be canceled according to its terms or for violation of rules applicable to employee leasing operations provided that the labor contractor has been provided a reasonable opportunity to cure the violation. If the policy is canceled, we will send notice of such cancelation to the labor contractor.

Part Four (Your Duties If Injury Occurs) applies to you and the labor contractor. The labor contractor will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

<table>
<thead>
<tr>
<th>1. Labor Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. State Where Work Performed</td>
<td></td>
</tr>
<tr>
<td>3. Contract or Project</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
1. This endorsement may be used in the voluntary market. The endorsement is attached to the client policy.
2. This endorsement must be attached to policies in the workers compensation insurance plan. The endorsement is attached to the client policy.
LABOR CONTRACTOR ENDORSEMENT

This endorsement applies only with respect to bodily injury to your leased employees in the state named in Item 2 of the Schedule when provided by a labor contractor named in Item 1 of the Schedule. This endorsement does not apply with respect to bodily injury to workers provided to you on a temporary basis.

Certain words and phrases in this endorsement are defined as follows:

Labor contractor means the entity furnishing some or all of the workers to another entity.

Client means the entity using the services of a labor contractor to obtain some or all of its workers.

Temporary worker means a worker who is furnished to an entity to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the labor contractor is an insured. If an entry is shown in Item 3 of the Schedule, the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One we will reimburse the labor contractor named in the Schedule for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the labor contractor’s duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the labor contractor with any government agency.

We will not ask any other insurer of the labor contractor to share with us a loss covered by this endorsement.

Premium will be charged for your leased employees while provided by the labor contractor. You must obtain from the labor contractor and furnish to us a complete payroll record of your leased employees provided by the labor contractor to satisfy your obligations under Part Five (Premium), C.2.

The policy may be canceled according to its terms or for violation of rules applicable to employee leasing operations provided that the labor contractor has been provided a reasonable opportunity to cure the violation. If the policy is canceled, we will send notice of such cancelation to the labor contractor.

Part Four (Your Duties If Injury Occurs) applies to you and the labor contractor. The labor contractor will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

1. Labor Contractor
2. State Where Work Performed
3. Contract or Project

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured
Effective Policy No.
Endorsement No.
Premium
Insurance Company
Countersigned by

LABOR CONTRACTOR EXCLUSION ENDORSEMENT

As used in this endorsement, “employee leasing” shall mean an arrangement whereby an entity utilizes the services of a third party to provide its workers for a fee or other compensation. The third party providing employee leasing services shall be referred to as a “labor contractor.” The entity receiving the services shall be referred to as a “client.”

This endorsement applies only with respect to workers provided by you to a client under an employee leasing arrangement to engage in work for the client. Your policy does not provide coverage for workers you lease to the clients listed below.

Schedule

<table>
<thead>
<tr>
<th>Client</th>
<th>Address</th>
</tr>
</thead>
</table>

Notes:

1. This endorsement may be attached to a policy issued to a labor contractor in the voluntary market.
2. This endorsement must be attached to such a policy in the workers compensation insurance plan.
3. The endorsement excludes coverage for workers leased to others on other than a temporary basis.
4. The endorsement requires that coverage for leased workers be secured by the client.

LABOR CONTRACTOR EXCLUSION ENDORSEMENT

As used in this endorsement, “employee leasing” shall mean an arrangement whereby an entity utilizes the services of a third party to provide its workers for a fee or other compensation. The third party providing employee leasing services shall be referred to as a “labor contractor.” The entity receiving the services shall be referred to as a “client.”

This endorsement applies only with respect to workers provided by you to a client under an employee leasing arrangement to engage in work for the client. Your policy does not provide coverage for workers you lease to the clients listed below.

Schedule

<table>
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<tr>
<th>Client</th>
<th>Address</th>
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</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured  Effective Policy No.  Endorsement No. Premium

Insurance Company  Countersigned by___________________________________________

EMPLOYEE LEASING CLIENT EXCLUSION ENDORSEMENT

As used in this endorsement, “employee leasing” shall mean an arrangement whereby an entity utilizes the services of a third party to provide its workers for a fee or other compensation. The third party providing employee leasing services shall be referred to as a “labor contractor.” The entity receiving the services shall be referred to as a “client.”

This endorsement applies only with respect to your leased workers engaged in any work provided under an employee leasing arrangement. Your policy does not provide coverage for workers you lease from labor contractors listed below.

Schedule

<table>
<thead>
<tr>
<th>Labor Contractor</th>
<th>Address</th>
</tr>
</thead>
</table>

Note:
This endorsement may be attached to a policy issued to a client when it is intended that coverage under the policy be limited to employees not leased from others.
EMPLOYEE LEASING CLIENT EXCLUSION ENDORSEMENT

As used in this endorsement, “employee leasing” shall mean an arrangement whereby an entity utilizes the services of a third party to provide its workers for a fee or other compensation. The third party providing employee leasing services shall be referred to as a “labor contractor.” The entity receiving the services shall be referred to as a “client.”

This endorsement applies only with respect to your leased workers engaged in any work provided under an employee leasing arrangement. Your policy does not provide coverage for workers you lease from labor contractors listed below.

<table>
<thead>
<tr>
<th>Labor Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tbody>
<tr>
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<td>Countersigned by______________________________</td>
<td></td>
</tr>
</tbody>
</table>

MULTIPLE COORDINATED POLICY ENDORSEMENT

The multiple coordinated policy to which this endorsement is attached provides coverage for the workers you lease from the labor contractor listed below and does not provide coverage for any other workers leased or non-leased.

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Labor Contractor</td>
</tr>
<tr>
<td>2. State Where Work Performed</td>
</tr>
<tr>
<td>3. Contract or Project</td>
</tr>
<tr>
<td>4. Labor Contractor Policy Number</td>
</tr>
</tbody>
</table>

Note:
This endorsement is to be attached to a policy issued to a client to provide coverage for workers leased from the labor contractor specified in the endorsement.
MULTIPLE COORDINATED POLICY ENDORSEMENT

The multiple coordinated policy to which this endorsement is attached provides coverage for the workers you lease from the labor contractor listed below and does not provide coverage for any other workers leased or non-leased.

Schedule

1. Labor Contractor
   Address

2. State Where Work Performed

3. Contract or Project

4. Labor Contractor Policy Number

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured Effective Policy No. Endorsement No. Premium

Insurance Company

Countersigned by______________________________

RESIDUAL MARKET MULTIPLE COMPANY ENDORSEMENT

This endorsement applies only to the states listed in Item 3.A. of the Information Page that are also listed in Schedule A below.

Coverage in each state listed in Schedule A shall be provided by the corresponding affiliated insurer shown in Schedule B in this endorsement. If requested coverages differ by state, explanation must be provided in the Comments section below.

The insurer designated on the Information Page shall be jointly and severally liable for the full amount of any loss or damage for each of the insurers listed in Schedule B below, according to the terms of the policy.

Service of process or any proof of loss notice or other applicable notice required by the policy upon any of the insurers executing this policy shall constitute service upon all such affiliated insurers.

Schedule A

Alabama
Georgia
Tennessee
South Carolina

Schedule B

1. XYZ Corporation, Inc.
2. XYZ Corporation of Georgia
3. XYZ Corporation of Tennessee
4. XYZ Corporation, Inc.

OR

1. Alabama, South Carolina
2. Georgia
3. Tennessee

Notes:

1. Use this endorsement to provide residual market workers compensation and employers liability insurance in additional states through affiliated insurers. All affiliates of servicing carriers that elect to use this form must also meet the Servicing Carrier Eligibility requirements.

2. Current servicing carrier contracts shall be amended by addendum by mutual agreement prior to utilization of this endorsement. Without such addendum, coverage written under this endorsement will not be reinsured through the National Workers Compensation Reinsurance Pool (NWCRP).

3. It is not the intent of this endorsement to link policies inconsistent with the procedures outlined in the Interstate Assignment section of the WCIP.

4. The insurer must consecutively number each state shown in Schedule A and consecutively number each corresponding affiliated insurer named in Schedule B. The following examples are provided for illustrative purposes only:

   Insurer designated on Information Page: XYZ Corporation, Inc.

   Item 3.A.: AL, GA, TN, SC

   Schedule A
   1. Alabama
   2. Georgia
   3. Tennessee
   4. South Carolina

   Schedule B
   1. XYZ Corporation, Inc.
   2. XYZ Corporation of Georgia
   3. XYZ Corporation of Tennessee
   4. XYZ Corporation, Inc.

   OR
   1. Alabama, South Carolina
   2. Georgia
   3. Tennessee

5. This endorsement must be executed by and on behalf of each affiliated insurer listed in Schedule B.
RESIDUAL MARKET MULTIPLE COMPANY ENDORSEMENT

This endorsement applies only to the states listed in Item 3.A. of the Information Page that are also listed in Schedule A below.

Coverage in each state listed in Schedule A shall be provided by the corresponding affiliated insurer shown in Schedule B in this endorsement. If requested coverages differ by state, explanation must be provided in the Comments section below.

The insurer designated on the Information Page shall be jointly and severally liable for the full amount of any loss or damage for each of the insurers listed in Schedule B below, according to the terms of the policy.

Service of process or any proof of loss notice or other applicable notice required by the policy upon any of the insurers executing this policy shall constitute service upon all such affiliated insurers.

Schedule A

Schedule B

Comments (if any)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<td>Countersigned by ________________________________</td>
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</tr>
</tbody>
</table>

WC 00 03 25
(Ed. 6-96)
RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three—Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
   a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
   b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
   c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.

2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.

3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE!

If you hire any employees outside those states listed in Item 3.A. on the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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<th>Endorsement No.</th>
<th>Premium</th>
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</thead>
<tbody>
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<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Company</td>
<td></td>
<td>Countersigned by</td>
<td></td>
</tr>
</tbody>
</table>

AIRCRAFT PREMIUM ENDORSEMENT

Additional premium is charged for each aircraft shown in the Schedule. The additional premium is not subject to adjustment unless this policy is canceled. You may substitute one aircraft for another without additional charge if the substitute aircraft has no more seats than the aircraft shown in the Schedule.

Schedule

<table>
<thead>
<tr>
<th>State</th>
<th>Aircraft</th>
<th>Passenger Seat Charge</th>
<th>Maximum Charge</th>
<th>Estimated Premium</th>
</tr>
</thead>
</table>

Notes:
1. Use this endorsement to show the additional premium required for Classification Code 7421.
3. Show, in the Schedule, state(s) to which the payroll of Classification Code 7421 is assigned.
AIRCRAFT PREMIUM ENDORSEMENT

Additional premium is charged for each aircraft shown in the Schedule. The additional premium is not subject to adjustment unless this policy is canceled. You may substitute one aircraft for another without additional charge if the substitute aircraft has no more seats than the aircraft shown in the Schedule.

Schedule

<table>
<thead>
<tr>
<th>State</th>
<th>Aircraft</th>
<th>Passenger Seat Charge</th>
<th>Maximum Charge</th>
<th>Estimated Premium</th>
</tr>
</thead>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured

Effective Policy No.

Endorsement No.

Insurance Company

Countersigned by ________________________________

ANNIVERSARY RATING DATE ENDORSEMENT

The premium and rates for this policy, and the experience rating modification factor, if any, may change on your anniversary rating date shown in the Schedule.

Schedule

Anniversary Rating Date _____ (Month) _____ (Day)

Notes:

1. The anniversary rating date is explained in the Basic Manual.
2. Use this endorsement to show the insured’s normal anniversary rating date if different from the policy effective date.
3. The insurer may show the anniversary rating date in Item 2 or Item 4 of the Information Page.
The premium and rates for this policy, and the experience rating modification factor, if any, may change on your anniversary rating date shown in the Schedule.

### Schedule

<table>
<thead>
<tr>
<th>Anniversary Rating Date</th>
<th>(Month)</th>
<th>(Day)</th>
</tr>
</thead>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement</th>
<th>Effective Policy No.</th>
<th>Endorsement No.</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Company</td>
<td></td>
<td>Countersigned by</td>
<td></td>
</tr>
</tbody>
</table>

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement</th>
<th>Effective Policy No.</th>
<th>Endorsement No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Company</td>
<td></td>
<td>Countersigned by ________________________________</td>
</tr>
</tbody>
</table>

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Insured</th>
<th>Effective Policy No.</th>
<th>Insurance Company</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

POLICY PERIOD ENDORSEMENT

The policy period shown in Item 2 of the Information Page consists of the consecutive periods shown in the Schedule. Our Manuals and all provisions of the policy apply separately to each period.

Schedule

From ____________________________ to ____________________________ 12:01 a.m.
From ____________________________ to ____________________________ 12:01 a.m.
From ____________________________ to ____________________________ 12:01 a.m.

Notes:
1. Use this endorsement if the policy period is longer than one year and sixteen days and does not consist of complete twelve-month periods.
2. The Basic Manual—Anniversary Rating Date (ARD) requires that this endorsement must show which period, the first or the last, is to be less than twelve months.
POLICY PERIOD ENDORSEMENT

The policy period shown in Item 2 of the Information Page consists of the consecutive periods shown in the Schedule. Our Manuals and all provisions of the policy apply separately to each period.

Schedule

From ____________________________ to ____________________________ 12:01 a.m.

From ____________________________ to ____________________________ 12:01 a.m.

From ____________________________ to ____________________________ 12:01 a.m.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<td></td>
</tr>
</tbody>
</table>

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

<table>
<thead>
<tr>
<th>1. State</th>
<th>Estimated Eligible Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>First</td>
</tr>
<tr>
<td></td>
<td>$10,000</td>
</tr>
</tbody>
</table>

2. Average percentage discount: _____%  

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured
Insurance Company

Effective Policy No.
Endorsement No.
Premium

Countersigned by ________________________________

RATE CHANGE ENDORSEMENT

Rate changes that apply to the policy have been approved by the proper regulatory authority. The changes are shown in the Schedule.

<table>
<thead>
<tr>
<th>State</th>
<th>Date of Change</th>
<th>State Coverage % Change</th>
<th>Longshore and Harbor Workers Act Coverage %</th>
</tr>
</thead>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured

Effective Policy No.

Endorsement No.

Premium

Insurance Company

Countersigned by ________________________________

CONTINGENT EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for this policy will be adjusted by an experience rating modification factor. The factor shown in the schedule is a Contingent Experience Rating Modification Factor based on the appropriate experience data available and replaces any prior experience modification factor. We will issue an endorsement to show a revised factor if appropriate additional experience data becomes available. The contingent factor will apply unless a revised factor is subsequently issued.

Schedule

Notes:

1. This endorsement may be used when a contingent experience modification factor is used.
2. An appropriate typewritten entry may be made in the Information Page instead of using this endorsement.
CONTINGENT EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for this policy will be adjusted by an experience rating modification factor. The factor shown in the schedule is a Contingent Experience Rating Modification Factor based on the appropriate experience data available and replaces any prior experience modification factor. We will issue an endorsement to show a revised factor if appropriate additional experience data becomes available. The contingent factor will apply unless a revised factor is subsequently issued.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

Note:
Use this endorsement on all policies to notify the insured that changes in ownership, as defined in the Experience Rating Plan Manual, must be reported to the insurer within 90 days of the change.
NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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<td>Countersigned by</td>
<td>________________________</td>
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</tbody>
</table>

ASSIGNED RISK ADJUSTMENT PROGRAM ENDORSEMENT

This endorsement is attached to your policy and incorporates the following additional provisions into Part Five (Premium) of your policy because one or more of the states shown in Item 3.A. of the Information Page have approved the Assigned Risk Adjustment Program (ARAP). ARAP adds a surcharge to the premium of assigned risk employers who meet the criteria of ARAP.

The application of ARAP is mandatory and shall apply to all assigned risk policies written in approved jurisdictions who meet the criteria of ARAP.

If your experience rating modification changes, the ARAP surcharge factor may also change.

A. Criteria

1. You will receive an ARAP surcharge factor calculated by the designated rating/advisory organization for your intrastate and/or interstate risk if you:
   a. Are experience rated, and
   b. Have an experience rating modification that includes data from at least one ARAP-approved jurisdiction, and
   c. Have a calculated experience rating modification factor greater than or equal to 1.01, and
   d. Meet or exceed the weighted test ratio in accordance with the applicable rules in NCCI’s *Basic Manual for Workers Compensation and Employers Liability Insurance* or other applicable state rules.

2. You will not receive an ARAP surcharge factor calculated by the designated rating/advisory organization in an ARAP-approved jurisdiction if you:
   a. Are not experience rated, or
   b. Are an intrastate and/or interstate experience rated risk that does not have any ARAP-approved jurisdictions’ data included in your experience rating modification calculation, or
   c. Have a calculated experience rating modification equal to or less than 1.00.

B. Surcharge Application

You must pay a surcharge based on a comparison of your actual and expected losses, as determined using values from your experience rating modification calculation. The ARAP surcharge factor is applied by multiplying your assigned risk total modified premium by the ARAP surcharge factor. The total modified premium of an assigned risk policy in ARAP-approved jurisdictions is determined in accordance with the applicable state assigned risk premium algorithm, or any other applicable programs or statutory requirements. The ARAP surcharge factor is included in total standard premium.

C. Multistate Operations

If you are an experience rated employer with multistate operations, you shall be subject to the Assigned Risk Adjustment Program in states that have approved ARAP, and as applied by your insurance carrier in those states as shown in the Schedule below.

D. Cancellation

If your policy is cancelled, the ARAP surcharge factor is applied in accordance with Part Five (Premium), E. of your workers compensation and employers liability insurance policy.
ASSIGNED RISK LOSS SENSITIVE RATING PLAN NOTIFICATION ENDORSEMENT

A. LSRP Mandatory Assigned Risk Retrospective Rating Plan

This endorsement is to advise you that, during the term of this policy or upon renewal, you may become subject to the mandatory assigned risk Loss Sensitive Rating Plan (LSRP), which is a retrospective rating plan that may adjust the cost of your workers compensation and employers liability insurance policy. This endorsement must be attached to all assigned risk policies, including policies for professional employer organization (PEO) and temporary arrangements, regardless of LSRP standard premium size in states that have approved the LSRP. In the event that you meet or exceed the eligibility requirements of LSRP, an LSRP contingent deposit equal to 20% of LSRP standard premium is required.

B. Eligibility

1. Your insurance is written under a Workers Compensation Insurance Plan (WCIP) in a state that has approved LSRP.
2. a. LSRP will apply to an individual assigned risk policy if the standard premium meets or exceeds the amount noted in the Schedule, in accordance with NCCI’s Basic Manual.
   b. It may not always be possible for a single carrier to provide coverage for all requested states; additional policies issued by more than one carrier may be necessary.
   c. WCIP policies issued in non-LSRP-approved jurisdictions are not subject to LSRP and are not combinable with WCIP policies in LSRP-approved jurisdictions for eligibility purposes.
   d. LSRP eligibility may be impacted by ownership or combinability status in accordance with NCCI’s Experience Rating Plan Manual.
3. LSRP standard premium is defined in accordance with NCCI’s Basic Manual.

C. Deposit/Initial Premium and LSRP Contingency Deposit

1. Deposit or initial premium is paid on all new and renewal WCIP policies, including LSRP policies, in accordance with NCCI’s Basic Manual. It is paid to us in addition to the LSRP contingency deposit, which secures all new and renewal LSRP policies as detailed in the LSRP rules.
2. The LSRP contingency deposit paid to us serves as collateral for premium that may be due to us as a result of losses incurred during the policy term.
3. At policy inception, the LSRP contingency deposit is calculated by multiplying the LSRP standard premium by 20%. If WCIP policies are combined for LSRP purposes, the LSRP contingency deposit is calculated by multiplying the combined LSRP standard premium for all policies by 20%.

D. Impact of Changes in LSRP Standard Premium

1. For all policies except for professional employer organizations (PEOs) and temporary arrangements, LSRP may be applied to a policy, or an LSRP policy may be converted to a guaranteed cost policy:
   a. If the LSRP standard premium decreases during the first 120 days, and falls below the LSRP eligibility threshold, your policy will be converted to a guaranteed cost policy, retroactive to policy inception, and your LSRP contingency deposit will be returned.
   b. If the LSRP standard premium increases during the first 120 days, and meets the LSRP eligibility threshold, LSRP will be applied retroactively to policy inception and the 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.
   c. If the LSRP standard premium decreases after the first 120 days and falls below the LSRP eligibility threshold, the LSRP continues to be applied to your policy(ies).
   d. If the LSRP standard premium increases after the first 120 days, and meets the LSRP eligibility threshold, your policy(ies) will remain a guaranteed cost policy(ies) and the LSRP is applied at renewal, subject to meeting the eligibility requirements on the renewal policy(ies).
2. For all PEO and temporary arrangement WCIP policies, if the LSRP standard premium meets or exceeds the eligibility threshold at any time, LSRP is applied retroactively to policy inception. The 20% LSRP contingency deposit must be paid to us within 30 days of us issuing notice to you of the application of LSRP.
E. Evasion of LSRP

1. If you take actions for the purpose of avoiding the application of LSRP, or for otherwise legitimate business reasons that nonetheless result in the improper calculation and/or application of LSRP, regardless of intent, any action that results in the miscalculation and/or misapplication of LSRP determined in accordance with the LSRP rules is prohibited. These actions include, but are not limited to:
   - Misrepresentation and/or miscalculation of payroll at application, audit, or renewal
   - Failure to report changes in ownership or ownership information according to the WCIP and NCCI’s *Experience Rating Plan Manual*
   - Violation of any of the terms and conditions under the policy for which this insurance was issued
   - Failure to allow us and/or the Plan Administrator and/or rating organization reasonable access to your facilities or files and records for audit or inspection
   - Failure to disclose to us and/or the Plan Administrator and/or rating organization the full nature and scope of your exposure or business operations

2. In such circumstances, we and/or the Plan Administrator and/or rating organization may obtain any information that indicates evasion or improper calculation or application of LSRP due to actions including, but not limited to, those listed above. We and/or the Plan Administrator and/or rating organization will act to ensure the proper calculation and application of LSRP to inception of all current and preceding WCIP policies impacted by these actions.

This endorsement applies in the states listed in the Schedule below.

<table>
<thead>
<tr>
<th>State</th>
<th>Premium Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<tbody>
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<td></td>
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</tbody>
</table>

Countersigned by __________________________________________

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ASSIGNED RISK LOSS SENSITIVE RATING PLAN ENDORSEMENT

This endorsement amends and is added to Part Five (Premium) of your Policy to explain how the mandatory assigned risk Loss Sensitive Rating Plan (LSRP) (additional/return) premium is determined.

This endorsement applies in states where the LSRP has been approved. This endorsement is attached to all assigned risk policies, including professional employer organization (PEO) and temporary arrangements that meet or exceed the LSRP eligibility requirements. A 20% LSRP contingency deposit is required.

A. LSRP Premium Elements

LSRP uses specific elements to determine premium. The elements are listed below and are determined in accordance with Basic Manual Rule 4-C and applicable state rating values.

1. LSRP Standard Premium
2. Basic Premium Factor
3. Loss Conversion Factor
4. Converted Losses
5. Incurred Losses
6. Loss Development Factor
7. Maximum Premium Factor
8. Minimum Premium Factor
9. Tax Multiplier

B. LSRP Formula

1. Calculating LSRP (Additional/Return) Premium Under This Plan

   The first LSRP valuation to determine the (additional/return) premium is to be calculated as soon as practical based on losses valued six months after the WCIP policy(ies) expiration. The data used in the LSRP calculation must be the same data that is reported under the rules of the applicable statistical plan. In accordance with Section C-7 of this endorsement and Basic Manual Rule 4-C, in certain cases, we may perform an early calculation of LSRP premium.

2. LSRP Formula

   The LSRP formula is designed to allow for premium that is not less than the LSRP minimum premium or more than the LSRP maximum premium in accordance with Basic Manual Rule 4-C. The formula is:

   \[
   \text{LSRP (Additional/Return) Premium} = \left( \left( \text{SP} \times \text{BPF} \right) + \left( \text{ICL} \times \text{LCF} \right) + \left( \text{SP} \times \text{LDF} \times \text{LCF} \right) \right) \times \text{TM} - \text{SP}
   \]

   Where … Equals …
   
<table>
<thead>
<tr>
<th>Where …</th>
<th>Equals …</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP</td>
<td>LSRP Standard Premium</td>
</tr>
<tr>
<td>BPF</td>
<td>Basic Premium Factor</td>
</tr>
<tr>
<td>ICL</td>
<td>Incurred Losses</td>
</tr>
<tr>
<td>LCF</td>
<td>Loss Conversion Factor</td>
</tr>
<tr>
<td>LDF</td>
<td>Loss Development Factor</td>
</tr>
<tr>
<td>TM</td>
<td>Tax Multiplier</td>
</tr>
</tbody>
</table>

3. LSRP Minimum and Maximum Premium

   You will not pay less than the LSRP minimum premium or more than the LSRP maximum premium. The LSRP minimum premium is determined by multiplying the LSRP standard premium by the applicable minimum premium factor. The LSRP maximum premium is determined by multiplying LSRP standard premium by the applicable maximum premium factor. The minimum premium factor and the maximum premium factor are shown in the Schedule. If this policy is combinable with another LSRP policy, the LSRP minimum and maximum premiums are based on the combined LSRP standard premium for all combinable policies.

C. Premium Calculation and Payments

1. You will pay a premium in accordance with the approved Workers Compensation Insurance Plan (WCIP) rules, rates, and rating values.
2. You will pay an LSRP contingency deposit that will equal 20% of the LSRP standard premium.
3. Your LSRP (additional/return) premium is determined after the policy period ends.
4. The first valuation of LSRP premium is determined using all loss information valued as of six months after policy expiration or as soon as practical. Three additional annual premium adjustment calculations shall be made based on losses valued at 30, 42, and 54 months after the month in which the policy became effective.
5. We must valuate the policy annually after the first valuation and subsequent valuations as needed (up to four valuations). We will not need to do subsequent valuations if there are no open losses.
6. If we are notified that the employer has declared bankruptcy, we must file for Proof of Claim.
7. We may make a special adjustment for the purpose of calculating LSRP premium to determine if additional or return premium is due when the policy is cancelled and/or you:
   - Are in noncompliance with policy terms and conditions
   - Have declared bankruptcy
   - Have defaulted on your premium
   - Are involved in any liquidation, reorganization, or receivership
   - Disposed of all, or substantially all, of your assets
You or the bankruptcy estate, if applicable, is responsible for any additional premium due as a result of any special valuations or other applicable remaining valuations.
8. After each valuation, you will pay to us the amount due within 30 days. If you fail to pay all LSRP premium due, your current policy will be cancelled in accordance with the WCIP rules, state law, or NCCI’s Assigned Carrier Performance Standards, whichever is more restrictive. You will no longer be in good faith eligible for coverage under the applicable WCIP.

D. Evasion of LSRP
1. If you take actions for the purpose of avoiding the application of LSRP, or for otherwise legitimate business reasons that nonetheless result in the improper calculation and/or application of LSRP, regardless of intent, any action that results in the miscalculation and/or misapplication of LSRP determined in accordance with the LSRP rules is prohibited. These actions include, but are not limited to:
   - Misrepresentation and/or miscalculation of payroll at application, audit, or renewal
   - Failure to report changes in ownership or ownership information according to the WCIP and NCCI’s Experience Rating Plan Manual
   - Violation of any of the terms and conditions under the policy(ies) for which the WCIP policy(ies) was issued
   - Failure to allow us and/or the Plan Administrator and/or rating organization reasonable access to your facilities or files and records for audit or inspection
   - Failure to disclose to us and/or the Plan Administrator and/or rating organization the full nature and scope of your exposure or business operations
2. In such circumstances, we and/or the Plan Administrator and/or rating organization may obtain any information that indicates evasion or improper calculation or application of LSRP due to actions including, but not limited to, those listed above. We and/or the Plan Administrator and/or rating organization will act to ensure the proper calculation and application of LSRP to inception of all current and preceding WCIP policies impacted by these actions.

E. Cancellation
1. If your policy is cancelled, LSRP is applied in accordance with Part Five (Premium), E. of your workers compensation and employers liability insurance policy.
2. Cancellation of LSRP policies are subject to pro rata or short rate calculation of LSRP standard premium in accordance with LSRP rules located in NCCI’s Basic Manual.
3. We must report noncompliance and any subsequent compliance to the Plan Administrator.
4. Cancelled LSRP policies are subject to all LSRP rules, as applicable.
5. If your LSRP policy is cancelled by you or us, you are responsible for any LSRP additional premium due for reasons including, but not limited to:
   a. Premium endorsements
   b. Audits
   c. An ownership change or change in combinability status in accordance with NCCI’s *Experience Rating Plan Manual*
   d. Your retirement from business
   e. Any applicable and/or remaining LSRP valuations

| Schedule |
|-------------------|-------------------|
| 1. Basic Premium Factor | ___________ |
| 2. Loss Conversion Factor | ___________ |
| 3. Tax Multiplier | ___________ |
| 4. Minimum Premium Factor | ___________ |
| 5. Maximum Premium Factor | ___________ |
| 6. Loss Development Factor: | ___________ |
| 1st Adjustment | ___________ |
| 2nd Adjustment | ___________ |
| 3rd Adjustment | ___________ |
| Subsequent Adjustments | ___________ |

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</table>

WC 00 04 18 F
(Ed. 1-11)
PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:
   You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

Notes:
1. This endorsement allows the insurer to comply with the NAIC statement of Statutory Accounting Principles Number 6.
2. The date of billing means the date the billing is received by the insured.

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The **due date for audit and retrospective premiums is the date of the billing.**

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Insurance Company Countersigned by

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (other than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

<table>
<thead>
<tr>
<th>State</th>
<th>Rate</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective</th>
<th>Policy No.</th>
<th>Endorsement No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td></td>
<td>Premium:</td>
</tr>
</tbody>
</table>

Insurance Company Countersigned by ________________________________
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.


“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.

b. The act is violent or dangerous to human life, property or infrastructure.

c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.

d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

“Program Year” refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed $100,000,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>State</th>
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<th>Premium</th>
</tr>
</thead>
</table>

Endorsement Effective | Policy No. | Endorsement No. | Premium $
Insured | | | |

Insurance Company | Countersigned by ________________________________

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RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT
ONE-YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy and any policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
   - Premium discount
   - Expense constant
   - Premium resulting from the nonratable element codes
   - Premium developed by the passenger seat surcharge under Classification Code 7421
   - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Premium developed by the catastrophe provisions as outlined in our manuals

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
   - General administration costs of the carrier
   - Cost of loss control services
   - Insurance charges

The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals:
   - Resulting from the nonratable element codes
   - Developed by the passenger seat surcharge under Classification Code 7421
   - Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and nonfederal classifications. The tax multipliers are shown in the Schedule.
B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

   The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

   Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

   Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.

2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.

3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

   We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.

3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.
F. Cancellation of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.

2. If other policies listed in the Schedule of this endorsement are cancelled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.

3. If we cancel for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.

4. If you cancel, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.
   The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.
   The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.

5. Section F.4. will not apply if you cancel because:
   a. All work covered by the insurance is completed
   b. All interest in the business covered by the insurance is sold
   c. You retire from all business covered by the insurance

Schedule

1. Other policies subject to this Retrospective Rating Plan Premium Endorsement

2. Loss Limitation: $

3. Loss Conversion Factor

   Minimum Retrospective Rating Plan Premium Factor

   Maximum Retrospective Rating Plan Premium Factor

4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

<table>
<thead>
<tr>
<th>50%</th>
<th>100%</th>
<th>150%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$___________</td>
<td>$___________</td>
<td>$___________</td>
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</table>

Basic Premium Factor:

<table>
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<tr>
<th>50%</th>
<th>100%</th>
<th>150%</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________</td>
<td>_________</td>
<td>_________</td>
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</tbody>
</table>

5. The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.
### TABLE OF STATES

<table>
<thead>
<tr>
<th>State</th>
<th>Excess Loss Premium Factors</th>
<th>Tax Multiplier</th>
<th>Retrospective Development Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State (Other than “F” Classes)</td>
<td>Federal (“F” Classes Only)</td>
<td>State (Other than “F” Classes)</td>
</tr>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

- **Endorsement Effective Insured**
- **Policy No.**
- **Endorsement No.**
- **Insurance Company**
- **Countersigned by** __________________________________________

**WC 00 05 03 B**
(Ed. 01-10)
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy, any policy listed in the Schedule, and the renewals of each. The rating plan period is the three-year period beginning with the effective date of this endorsement. The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
   - Premium discount
   - Expense constant
   - Premium resulting from the nonratable element codes
   - Premium developed by the passenger seat surcharge under Classification Code 7421
   - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Premium developed by the catastrophe provisions as outlined in our manuals

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
   - General administration costs of the carrier
   - Cost of loss control services
   - Insurance charge

   The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

   The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

   Note: The rating formula for incurred losses will not include a loss for the following elements and any other elements excluded from our manuals:
   - Resulting from the nonratable element codes
   - Developed by the passenger seat surcharge under Classification Code 7421
   - Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium and converted incurred losses and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and nonfederal classifications. The tax multipliers or an average tax multiplier are shown in the Schedule. Tax multipliers may change during the rating plan period. Changes will be shown by endorsement.
B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

   The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

   Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule. Excess loss premium factors may change during the retrospective rating plan policy period. Changes will be shown by endorsement.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

   Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.

2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.

3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

   We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

   We may make interim calculations of retrospective rating plan premium for the first year and the first two years of the rating plan period. We will use all loss information we have as of a date six months after the end of each of these periods.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.

3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.
E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation and Nonrenewal of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement.

2. If the other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.

3. If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be the standard premium for the rating period, increased pro rata to three years (1,095 days), and will include all of the applicable retrospective rating plan factors shown in the Schedule.

4. If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium. The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements. The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to three years (1,095 days).

5. Section F. 4. will not apply if you cancel or do not renew because:
   a. All work covered by the insurance is completed
   b. All interest in the business covered by the insurance is sold
   c. You retire from all business covered by the insurance

Schedule

1. Other policies subject to this Retrospective Rating Plan Premium Endorsement

2. Loss Limitation: $

3. Loss Conversion Factor

Minimum Retrospective Rating Plan Premium Factor

Maximum Retrospective Rating Plan Premium Factor

4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums shown below, the basic premium factor will be recalculated.

<table>
<thead>
<tr>
<th>Estimated Standard Premium:</th>
<th>Basic Premium Factor:</th>
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<tbody>
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<td>$</td>
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<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

50%  100%  150%
5. The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

### TABLE OF STATES

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<tr>
<th>State</th>
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<th>Retrospective Development Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State (Other than &quot;F&quot; Classes)</td>
<td>Federal (&quot;F&quot; Classes Only)</td>
<td>State (Other than &quot;F&quot; Classes)</td>
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<tr>
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<th>Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td><em>countersigned by</em>_______________________________</td>
<td></td>
</tr>
</tbody>
</table>

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RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION PROJECT

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy, any policy listed in the Schedule, and the renewals of each. The rating plan period is the duration of the wrap-up construction project described on the Information Page, beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
   - Premium discount
   - Expense constant
   - Premium resulting from the nonratable element codes
   - Premium developed by the passenger seat surcharge under Classification Code 7421
   - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Premium developed by the catastrophe provisions as outlined in our manuals

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium.
   - General administration costs of the carrier
   - Cost of loss control services
   - Insurance charge
   The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.
   The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgments, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.
   **Note:** The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals:
   - Resulting from the nonratable element codes
   - Developed by the passenger seat surcharge under Classification Code 7421
   - Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and nonfederal classifications. The tax multipliers or an average tax multiplier are shown in the Schedule. Tax multipliers may change during the rating plan period. Changes will be shown by endorsement.
B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

   The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

   Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule. Excess loss premium factors may change during the retrospective rating plan policy period. Changes will be shown by endorsement.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium, and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

   Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.

2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.

3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

   We may make a special valuation of the retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance.

   You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

   We may make interim calculations of retrospective rating plan premium for the first year and the first two years of the rating plan period. We will use all loss information we have as of a date six months after the end of each of these periods.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.

3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.
E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation and Nonrenewal of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period of all insurance subject to this endorsement.

2. If other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.

3. If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, plus the estimated standard premium from the end of the rating plan period to the estimated project completion date, and will include all of the applicable retrospective rating factors shown in the Schedule.

4. If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

   The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

   The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period plus the estimated standard premium from the end of the rating plan period to the estimated project completion date.

5. Section F.4. will not apply if you cancel or do not renew because:
   a. All work covered by the insurance is completed
   b. All interest in the business covered by the insurance is sold
   c. You retire from all business covered by the insurance

Schedule

1. Other policies subject to this Retrospective Rating Plan Premium Endorsement ____________________________

2. Loss Limitation: $ ______________________

3. Loss Conversion Factor ________________

   Minimum Retrospective Rating Plan Premium Factor ________________

   Maximum Retrospective Rating Plan Premium Factor ________________

4. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums shown below, the basic premium factor will be recalculated.

<table>
<thead>
<tr>
<th>50%</th>
<th>100%</th>
<th>150%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Standard Premium:</td>
<td>$ ____________</td>
<td>$ ____________</td>
</tr>
<tr>
<td>Basic Premium Factor:</td>
<td>____________</td>
<td>____________</td>
</tr>
</tbody>
</table>

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5. The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

### TABLE OF STATES

<table>
<thead>
<tr>
<th>State (Other than “F” Classes)</th>
<th>Excess Loss Premium Factors</th>
<th>Tax Multiplier</th>
<th>Retrospective Development Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>State</td>
<td>Federal (“F” Classes Only)</td>
<td>State (Other than “F” Classes)</td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective Insured</th>
<th>Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by ________________________________</td>
<td></td>
</tr>
</tbody>
</table>

WC 00 05 05 B
(Ed. 01-10)
RETROSPECTIVE PREMIUM ENDORSEMENT
AVIATION EXCLUSION

Premium and incurred losses arising out of an aviation classification listed in the Schedule are excluded from retrospective rating.

Schedule

Notes:
1. Use this endorsement if aviation exposures are not subject to retrospective rating.
2. List the applicable classifications in the Schedule.
RETROSPECTIVE PREMIUM ENDORSEMENT
AVIATION EXCLUSION

Premium and incurred losses arising out of an aviation classification listed in the Schedule are excluded from retrospective rating.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Insured</th>
<th>Effective Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by</td>
<td></td>
</tr>
</tbody>
</table>

WC 00 05 08
(Ed. 4-84)
**RETROSPECTIVE PREMIUM ENDORSEMENT CHANGES**

The Retrospective Premium Endorsement attached to the policy is changed by the information shown in the Schedule.

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
</table>

1. The Excess Loss Premium Factor is changed as follows:

<table>
<thead>
<tr>
<th>State</th>
<th>Excess Loss Premium Factor</th>
<th>Effective Date</th>
</tr>
</thead>
</table>

2. Retrospective Development Premium does not apply in these states:

3. The Retrospective Development Factors are changed as follows:

<table>
<thead>
<tr>
<th>State</th>
<th>Retrospective Development Factors</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1st 2nd 3rd</td>
<td></td>
</tr>
</tbody>
</table>

4. The Tax Multiplier is changed as follows:

<table>
<thead>
<tr>
<th>Tax Multiplier</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
</tr>
<tr>
<td>Federal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State (Other than “F” Classes)</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>State (Federal “F” Classes Only)</td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**

1. Use Item 1 of the Schedule to show a change in the excess loss premium factor on an outstanding basis.
2. Use Item 2 of the Schedule to show that retrospective development factors do not apply in a particular state.
3. Use Item 3 of the Schedule to show retrospective development factors approved after the effective date of the policy.
4. Use Item 4 of the Schedule to show a change in the tax multiplier on an outstanding basis.
RETROSPECTIVE PREMIUM ENDORSEMENT CHANGES

The Retrospective Premium Endorsement attached to the policy is changed by the information shown in the Schedule.

Schedule

1. The Excess Loss Premium Factor is changed as follows:

<table>
<thead>
<tr>
<th>State</th>
<th>Excess Loss Premium Factor</th>
<th>Effective Date</th>
</tr>
</thead>
</table>

2. Retrospective Development Premium does not apply in these states:

3. The Retrospective Development Factors are changed as follows:

<table>
<thead>
<tr>
<th>State</th>
<th>Retrospective Development Factors</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. The Tax Multiplier is changed as follows:

<table>
<thead>
<tr>
<th>Tax Multiplier</th>
<th>State (Other than “F” Classes)</th>
<th>Federal (“F” Classes) Only</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No. Premium
Insured
Insurance Company Countersigned by___________________________________________

RETROSPECTIVE PREMIUM ENDORSEMENT
NON-RATABLE CATASTROPHE ELEMENT OR SURCHARGE

This endorsement changes the Retrospective Premium Endorsement attached to the policy.

1. Standard premium excludes the portion of the premium that is determined by the application of a non-ratable catastrophe element in a rate or a non-ratable catastrophe surcharge required by our manuals. The classification involving such premiums are listed in the Schedule.

2. Incurred losses do not include:
   a. the cost in excess of the two most costly claims arising out of an accident involving two or more persons under a classification for which our manuals contain a non-ratable catastrophe element.
   b. losses involving passenger employees, other than members of the flying crew, if the losses result from the crash of an aircraft described on the Aircraft Premium Endorsement.

Schedule

Notes:

1. Use this endorsement if the policy is retrospectively rated and covers operations or classifications that involve a non-ratable catastrophe element or surcharge. Examples include aircraft operations and explosives and ammunition manufacturing classifications. See the applicable Experience Rating Plan Manual.

2. Use the Schedule to list the classifications that affect this endorsement.
This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement changes the retrospective rating plan premium endorsement attached to the policy.

1. Standard premium excludes the portion of the premium that is determined by the application of a nonratable catastrophe element in a rate or a nonratable catastrophe surcharge required by our manuals. The classification codes involving such premiums are listed in the Schedule below.

2. Incurred losses do not include:
   a. The cost in excess of the two most costly claims arising out of an accident involving two or more persons under a classification code for which our manuals contain a nonratable catastrophe element
   b. Losses involving passenger employees, other than members of the flying crew, if the losses result from the crash of an aircraft described on the Aircraft Premium Endorsement

Catastrophe provisions, as described in our manuals, are included in the total policy premium, but excluded from the standard premium used in a retrospective rating plan premium.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective</th>
<th>Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insured</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance Company</td>
<td>Countersigned by ____________________________</td>
<td></td>
</tr>
</tbody>
</table>
RETROSPECTIVE PREMIUM ENDORSEMENT
SHORT FORM

The premium for this policy will be determined by the Retrospective Premium Endorsement forming a part of policy number ____________________________________________________________.

Notes:

1. If the insured has more than one policy subject to the same retrospective rating option, use this endorsement to identify the policy that carries the Retrospective Premium Endorsement. Show that policy number in the space provided in this endorsement. Any other information necessary to identify that policy may be shown on this endorsement at the carrier’s option.

2. If one-year policies are issued with a rating plan period longer than one year, this Short Form Endorsement should identify the first policy issued during the rating plan period, because that policy is the only one to be endorsed with the three-year or long-term retrospective premium endorsement.

RETROSPECTIVE PREMIUM ENDORSEMENT
SHORT FORM

The premium for this policy will be determined by the Retrospective Premium Endorsement forming a part of policy number ____________________________________________________________.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Insured</th>
<th>Effective Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countsersigned by_________________________</td>
<td></td>
</tr>
</tbody>
</table>

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE LINES

This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined. For workers compensation and employers liability insurance, this endorsement refers to Part Five (Premium) of that policy.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy, and any policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The final premium for the policies designated in the Schedule is the sum of:

1. The premium for the insurance subject to a retrospective rating plan as shown in the Schedule and calculated as explained in this endorsement and referred to as the retrospective rating plan premium, and
2. The premium for the insurance not subject to a retrospective rating plan as shown in the Schedule and calculated in accordance with the provisions of such policies other than this endorsement

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
   - Premium discount
   - Expense constant
   - Premium resulting from the nonratable element codes
   - Premium developed by the passenger seat surcharge under Classification Code 7421
   - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Safety and Health Act
   - Premium developed by the catastrophe provisions as outlined in our manuals

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium.
   - The basic premium factor includes:
     - General administration costs of the carrier
     - Cost of loss control services
     - Insurance charge
   - The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.
   - The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses for the following expenses:
   a. Premiums on bonds paid for by the company in accordance with the provisions of the policies, except that this will not apply for workers compensation, employers liability, or auto physical damage insurance
   b. Interest payable in accordance with the provisions of the policy, except that this will not apply for auto physical damage insurance
   c. Allocated loss adjustment expenses (ALAE), except that this will apply for auto liability, general liability, and employers liability insurance only
   d. Expenses incurred in seeking recovery against a third party under the insurance subject to retrospective rating, except that this will apply for workers compensation and employers liability insurance only if recovery is obtained against the third party

Incurred losses include paid and outstanding losses (including any reserves set on open claims). For workers compensation and employers liability insurance, if the ALAE option is elected, then incurred losses will include ALAE.
Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals:

- Resulting from the nonratable element codes
- Developed by the passenger seat surcharge under Classification Code 7421
- Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
- Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by line of insurance. For workers compensation and employers liability insurance, it varies by federal and nonfederal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amounts of incurred loss to be included in the retrospective rating plan premium are limited to an amount called the loss limitation. For workers compensation and employers liability insurance, the loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident. For other lines of insurance, the loss limitation applies separately to each accident or occurrence, either by line of insurance or to a combination of these lines of insurance, as shown in the Schedule.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

Excess loss premium factors vary by line of insurance and by the amount of the loss limitation. For workers compensation and employers liability insurance, these factors also vary by state, classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium for workers compensation and employers liability insurance, and the first four calculations for auto liability and general liability. This premium is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

For workers compensation and employers liability insurance, retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. For general liability and automobile liability insurance, retrospective development factors vary by first, second, third, and fourth calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.

2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.

3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.
D. Calculation of Retrospective Rating Plan Premium
   1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter. We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.
   2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
   3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State
   If any of the policies provide insurance in a state not listed in the Table of States, and you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation of a Policy Under a Retrospective Rating Plan
   1. If the policy to which this endorsement is attached is cancelled, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.
   2. If other policies listed in the Schedule of this endorsement are cancelled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
   3. If we cancel for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.
   4. If you cancel, the standard premium for the rating plan period will be increased by our short rate table and procedure for workers compensation and employers liability insurance and the applicable cancellation procedure for other lines of insurance. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium. The short rate retrospective rating plan premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements. The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.
   5. Section F.4. will not apply if you cancel because:
      a. All work covered by the insurance is completed
      b. All interest in the business covered by the insurance is sold
      c. You retire from all business covered by the insurance
The premium for the following policies combined is to be calculated in accordance with the provisions of this Retrospective Rating Plan Premium Endorsement:

**List of Policies**

1. The retrospective rating plan does not apply to the premium for policies ____________________________________________
   in the states of _______________________________________________________________________________________

2. The retrospective rating plan does not apply to the premium for uninsured motorist insurance if afforded under the policies designated in paragraph 1.

3. The premium for the general liability and automobile liability insurance afforded under policies designated in paragraph 1 above for insurance in excess of the limits of liability stated below will not be subject to retrospective rating. State the dollar amount of the limit of liability and the manner in which it applies.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
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<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

The incurred losses to be included in calculating the premium for the insurance subject to retrospective rating plan will not include that portion of the losses actually paid and the reserves for unpaid losses that is in excess of the limits of liability stated above, but that part of the incurred losses consisting of premiums on bonds, interest payable in accordance with the provisions of the policy, allocated loss adjustment expenses, and expenses incurred in seeking recovery against a third party will not be subject to such limits.
5. Workers Compensation and Employers Liability Loss Limitation is $ ____________________________

6. Combination Loss Limitation of $ __________________ is the overall limit on the incurred losses arising out of any one accident or occurrence for the following combination of insurance.

7. If the combination loss limitation does not apply, for general liability, auto liability, auto physical damage or theft insurance, specify the loss limitation that applies separately to each accident or occurrence:

   Loss Limitation for ____________________________ insurance is $ __________________
   Loss Limitation for ____________________________ insurance is $ __________________
   Loss Limitation for ____________________________ insurance is $ __________________
   Loss Limitation for ____________________________ insurance is $ __________________

8. Loss Conversion Factor is ____________________________

9. Minimum Retrospective Rating Plan Premium Factor is ____________________________
   Maximum Retrospective Rating Plan Premium Factor is ____________________________

10. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums shown below, the basic premium factor will be recalculated.

      50%    100%    150%

   Estimated Standard Premium:  $ __________  $ __________  $ __________
   Basic Premium Factor:        $ __________  $ __________  $ __________
### TABLE OF STATES

#### 11.A

<table>
<thead>
<tr>
<th>State</th>
<th>Excess Loss Premium Factors</th>
<th>Tax Multipliers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workers Compensation and Employers Liability</td>
<td>Workers Compensation and Employers Liability</td>
</tr>
<tr>
<td></td>
<td>State (Other than “F” Classes)</td>
<td>Federal (“F” Classes Only)</td>
</tr>
<tr>
<td></td>
<td>State (Other than “F” Classes)</td>
<td>Federal (“F” Classes Only)</td>
</tr>
</tbody>
</table>

#### 11.B

<table>
<thead>
<tr>
<th>State</th>
<th>Excess Loss Premium Factors</th>
<th>Tax Multipliers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Liability</td>
<td>Automobile Liability</td>
</tr>
<tr>
<td></td>
<td>General Liability</td>
<td>Automobile Liability</td>
</tr>
</tbody>
</table>

6 of 7
### 12.A Retrospective Development Factors

<table>
<thead>
<tr>
<th>State</th>
<th>Workers Compensation and Employers Liability</th>
</tr>
</thead>
<tbody>
<tr>
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### 12.B Retrospective Development Factors

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<th>State</th>
<th>General Liability</th>
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Insurance Company
Policy No.
Endorsement No.
Countersigned by
Premium

WC 00 05 12 B
(Ed. 01-10)
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT
THREE-YEAR PLAN—MULTIPLE LINES

This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined. For workers compensation and employers liability insurance, this endorsement refers to Part Five (Premium) of that policy.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy, any policy listed in the Schedule, and the renewals of each. The rating plan period is the three-year period beginning with the effective date of this endorsement.

The final premium for the policies designated in the Schedule is the sum of:
1. The premium for the insurance subject to a retrospective rating plan as shown in the Schedule and calculated as explained in this endorsement and referred to as the retrospective rating plan premium, and
2. The premium for the insurance not subject to a retrospective rating plan as shown in the Schedule and calculated in accordance with the provisions of such policies other than this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
   - Premium discount
   - Expense constant
   - Premium resulting from the nonratable element codes
   - Premium developed by the passenger seat surcharge under Classification Code 7421
   - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
   - Premium developed by the catastrophe provisions as outlined in our manuals

2. Basic premium is less than standard premium. It is the standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
   - General administration costs of the carrier
   - Cost of loss control services
   - Insurance charge

   The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

   The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

3. Incurred losses are all amounts we pay or estimate we will pay for losses for the following expenses:
   a. Premiums on bonds paid for by the company in accordance with the provisions of the policies, except that this will not apply for workers compensation, employers liability, or auto physical damage insurance
   b. Interest payable in accordance with the provisions of the policy, except that this will not apply for auto physical damage insurance
   c. Allocated loss adjustment expenses (ALAE), except that this will apply for auto liability, general liability, and employers liability insurance only
   d. Expenses incurred in seeking recovery against a third party under the insurance subject to retrospective rating, except that this will apply for workers compensation and employers liability insurance only if recovery is obtained against the third party
Incurred losses include paid and outstanding losses (including any reserves set on open claims). For workers compensation and employers liability insurance, if the ALAE option is elected, then incurred losses will include ALAE.

**Note:** The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals:

- Resulting from the nonratable element codes
- Developed by the passenger seat surcharge under Classification Code 7421
- Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
- Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by line of insurance. For workers compensation and employers liability insurance, it varies by federal and nonfederal classifications. The tax multipliers or an average tax multiplier are shown in the Schedule. Tax multipliers may change during the rating plan period. Changes will be shown by endorsement.

**B. Retrospective Rating Plan Premium Elective Elements**

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium are limited to an amount called the loss limitation. For workers compensation and employers liability insurance, the loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident. For other lines of insurance, the loss limitation applies separately to each accident or occurrence, either by line of insurance or to a combination of these lines of insurance, as shown in the Schedule. The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

   Excess loss premium factors vary by line of insurance and by the amount of the loss limitation. For workers compensation and employers liability insurance, these factors also vary by state, classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule. Excess loss premium factors may change during the policy period. Changes will be shown by endorsement.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium for workers compensation and employers liability insurance, and the first four calculations for auto liability and general liability. This premium is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

   For workers compensation and employers liability insurance, retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. For general liability and automobile liability insurance, retrospective development factors vary by first, second, third, and fourth calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

**C. Retrospective Rating Plan Premium Formula**

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.

3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium
1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter. We may make a special valuation of the retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date. We may make interim calculations of retrospective rating plan premium for the first year and the first two years of the rating plan period. We will use all loss information we have as of a date six months after the end of each of these periods.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.

3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State
If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation and Nonrenewal of a Policy Under a Retrospective Rating Plan
1. If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period of all insurance subject to this endorsement.

2. If other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.

3. If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to three years (1,095 days), and will include all of the applicable retrospective rating factors shown in the Schedule.

4. If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure for workers compensation and employers liability insurance and the applicable cancellation procedure for other lines of insurance. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium. The short rate retrospective rating plan premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements. The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to three years (1,095 days).

5. Section F.4. will not apply if you cancel or do not renew because:
   a. All work covered by the insurance is completed
   b. All interest in the business covered by the insurance is sold
   c. You retire from all business covered by the insurance
Premium Subject to Retrospective Rating Plan, Loss Limitations, Loss Conversion Factors, State Tax Multipliers, Excess Loss Premium Factors, Retrospective Development Factors

1. The premium for the following policies combined is to be calculated in accordance with the provisions of this Retrospective Rating Plan Premium Endorsement:

<table>
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<tr>
<th>List of Policies</th>
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2. The retrospective rating plan does not apply to the premium for policies in the states of

3. The retrospective rating plan does not apply to the premium for uninsured motorist insurance if afforded under the policies designated in paragraph 1.

4. The premium for the general liability and automobile liability insurance afforded under policies designated in paragraph 1 above for insurance in excess of the limits of liability stated below will not be subject to retrospective rating. State the dollar amount of the limit of liability and the manner in which it applies.

<table>
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<tr>
<th>Coverage</th>
<th>Limit of Liability</th>
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If aggregate limits of liability are stated above, they will apply separately to each annual period included in the three-year period.

The incurred losses to be included in calculating the premium for the insurance subject to retrospective rating will not include that portion of the losses actually paid and the reserves for unpaid losses that is in excess of the limits of liability stated above, but that part of the incurred losses consisting of premiums on bonds, interest payable in accordance with the provisions of the policy, allocated loss adjustment expenses, and expenses incurred in seeking recovery against a third party will not be subject to such limits.
5. Workers Compensation and Employers Liability Loss Limitation is $ ________________

6. Combination Loss Limitation of $ ________________ is the overall limit on the incurred losses arising out of any one accident or occurrence for the following combination of insurance ________________

7. If the combination loss limitation does not apply, for general liability, auto liability, auto physical damage or theft insurance, specify the loss limitation that applies separately to each accident or occurrence:

   Loss Limitation for __________________________ insurance is $ ________________
   Loss Limitation for __________________________ insurance is $ ________________
   Loss Limitation for __________________________ insurance is $ ________________
   Loss Limitation for __________________________ insurance is $ ________________

8. Loss Conversion Factor is ________________

9. Minimum Retrospective Rating Plan Premium Factor is ________________
   Maximum Retrospective Rating Plan Premium Factor is ________________

10. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums shown below, the basic premium factor will be recalculated.

<table>
<thead>
<tr>
<th>Estimated Standard Premium:</th>
<th>50%</th>
<th>100%</th>
<th>150%</th>
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<tr>
<td>Basic Premium Factor:</td>
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# TABLE OF STATES

## 11.A

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<tr>
<th>State</th>
<th>Excess Loss Premium Factors</th>
<th>Tax Multipliers</th>
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<td>Workers Compensation and Employers Liability</td>
<td>Workers Compensation and Employers Liability</td>
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<td>State (Other than “F” Classes)</td>
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<th>State</th>
<th>Excess Loss Premium Factors</th>
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<td>General Liability</td>
<td>Automobile Liability</td>
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<td>State (Other than “F” Classes)</td>
<td>Federal (“F” Classes Only)</td>
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### 12.A Retrospective Development Factors

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<th>State</th>
<th>Workers Compensation and Employers Liability</th>
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### 12.B Retrospective Development Factors

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

*(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)*

Endorsement Effective
Insured
Insurance Company

Policy No.
Endorsement No.
Premium

Countersigned by:

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© Copyright 2008 National Council on Compensation Insurance, Inc. All Rights Reserved.
This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined. For workers compensation and employers liability insurance, this endorsement refers to Part Five (Premium) of that policy.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy, any policy listed in the Schedule, and the renewals of each. The rating plan period is the duration of the wrap-up construction project described in the declarations or Information Page of such policies, beginning with the effective date of this endorsement.

The final premium for the policies designated in the Schedule is the sum of:
1. The premium for the insurance subject to a retrospective rating plan as shown in the Schedule and calculated as explained in this endorsement and referred to as the retrospective rating plan premium, and
2. The premium for the insurance not subject to a retrospective rating plan as shown in the Schedule and calculated in accordance with the provisions of such policies other than this endorsement

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements
   The five standard elements are explained here.
   1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
      - Premium discount
      - Expense constant
      - Premium resulting from the nonratable element codes
      - Premium developed by the passenger seat surcharge under Classification Code 7421
      - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
      - Premium developed by the catastrophe provisions as outlined in our manuals
   2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
      - General administration costs of the carrier
      - Cost of loss control services
      - Insurance charge
   The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor. The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.
   3. Incurred losses are all amounts we pay or estimate we will pay for losses for the following expenses:
      a. Premiums on bonds paid for by the company in accordance with the provisions of the policies, except that this will not apply for workers compensation, employers liability, or auto physical damage insurance
      b. Interest payable in accordance with the provisions of the policy, except that this will not apply for auto physical damage insurance
      c. Allocated loss adjustment expenses (ALAE), except that this will apply for auto liability, general liability, and employers liability insurance only
      d. Expenses incurred in seeking recovery against a third party under the insurance subject to retrospective rating, except that this will apply for workers compensation and employers liability insurance only if recovery is obtained against the third party
Incurred losses include paid and outstanding losses (including any reserves set on open claims). For workers compensation and employers liability insurance, if the ALAE option is elected, then incurred losses will include ALAE.

**Note:** The rating formula for incurred losses will not include a loss for the following elements and any other elements excluded from our manuals:

- Resulting from the nonratable element codes
- Developed by the passenger seat surcharge under Classification Code 7421
- Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
- Developed by the catastrophe provisions as outlined in our manuals

4. Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by line of insurance. For workers compensation and employers liability insurance, it varies by federal and nonfederal classifications. The tax multipliers or an average tax multiplier are shown in the Schedule. Tax multipliers may change during the rating plan period. Changes will be shown by endorsement.

**B. Retrospective Rating Plan Premium Elective Elements**

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

1. The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium are limited to an amount called the loss limitation. For workers compensation and employers liability insurance, the loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident. For other lines of insurance, the loss limitation applies separately to each accident or occurrence, either by line of insurance or to a combination of these lines of insurance, as shown in the Schedule. The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor. Excess loss premium factors vary by line of insurance and by the amount of the loss limitation. For workers compensation and employers liability insurance, these factors also vary by state, classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule. Excess loss premium factors may change during the policy period. Changes will be shown by endorsement.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium for workers compensation and employers liability insurance, and the first four calculations for auto liability and general liability. This premium is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

For workers compensation and employers liability insurance, retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. For general liability and automobile liability insurance, retrospective development factors vary by first, second, third, and fourth calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

**C. Retrospective Rating Plan Premium Formula**

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

1. Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
2. The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.

3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

1. We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter. We may make a special valuation of the retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date. We may make interim calculations of retrospective rating plan premium for the first year and the first two years of the rating plan period. We will use all loss information we have as of a date six months after the end of each of these periods.

2. After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.

3. After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More Than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation and Nonrenewal of a Policy Under a Retrospective Rating Plan

1. If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.

2. If other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.

3. If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, plus the estimated standard premium from the end of the rating plan period to the estimated project completion date, and will include all of the applicable retrospective rating factors shown in the Schedule.

4. If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure for workers compensation and employers liability insurance and the applicable cancellation procedure for other lines of insurance. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium. The short rate retrospective rating plan premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements. The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, plus the estimated standard premium from the end of the rating plan period to the estimated project completion date.

5. Section F.4. will not apply if you cancel or do not renew because:
   a. All work covered by the insurance is completed
   b. All interest in the business covered by the insurance is sold
   c. You retire from all business covered by the insurance
Schedule

Premium Subject to Retrospective Rating Plan, Loss Limitations, Loss Conversion Factors, State Tax Multipliers, Excess Loss Premium Factors, Retrospective Development Factors

1. The premium for the following policies combined is to be calculated in accordance with the provisions of this Retrospective Rating Plan Premium Endorsement:

List of Policies

2. The retrospective rating plan does not apply to the premium for policies

in the states of

3. The retrospective rating plan does not apply to the premium for uninsured motorist insurance if afforded under the policies designated in paragraph 1.

4. The premium for the general liability and automobile liability insurance afforded under policies designated in paragraph 1 above for insurance in excess of the limits of liability stated below will not be subject to retrospective rating. State the dollar amount of the limit of liability and the manner in which it applies.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

If the aggregate limits of liability are stated above, they will apply separately to each annual period included in the duration of the construction project.

The incurred losses to be included in calculating the premium for the insurance subject to retrospective rating plan will not include that portion of the losses actually paid and the reserves for unpaid losses that is in excess of the limits of liability stated above, but that part of the incurred losses consisting of premiums on bonds, interest payable in accordance with the provisions of the policy, allocated loss adjustment expenses, and expenses incurred in seeking recovery against a third party will not be subject to such limits.
5. Workers Compensation and Employers Liability Loss Limitation is $ ________________

6. Combination Loss Limitation of $ ________________ is the overall limit on the incurred losses arising out of any one accident or occurrence for the following combination of insurance. ________________

7. If the combination loss limitation does not apply, for general liability, auto liability, auto physical damage or theft insurance, specify the loss limitation that applies separately to each accident or occurrence:

   Loss Limitation for __________________________ insurance is $ ________________
   Loss Limitation for __________________________ insurance is $ ________________
   Loss Limitation for __________________________ insurance is $ ________________
   Loss Limitation for __________________________ insurance is $ ________________

8. Loss Conversion Factor is ________________

9. Minimum Retrospective Rating Plan Premium Factor is ________________
   Maximum Retrospective Rating Plan Premium Factor is ________________

10. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums shown below, the basic premium factor will be recalculated.

<table>
<thead>
<tr>
<th>50%</th>
<th>100%</th>
<th>150%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Standard Premium: $ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
<tr>
<td>Basic Premium Factor: $ __________</td>
<td>$ __________</td>
<td>$ __________</td>
</tr>
</tbody>
</table>
### TABLE OF STATES

#### 11.A  Excess Loss Premium Factors  Tax Multipliers
<table>
<thead>
<tr>
<th>State</th>
<th>Excess Loss Premium Factors</th>
<th>Tax Multipliers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workers Compensation and Employers Liability</td>
<td>Workers Compensation and Employers Liability</td>
</tr>
<tr>
<td></td>
<td>State (Other than “F” Classes)</td>
<td>Federal (“F” Classes Only)</td>
</tr>
<tr>
<td></td>
<td>State (Other than “F” Classes Only)</td>
<td>Federal (“F” Classes Only)</td>
</tr>
</tbody>
</table>

#### 11.B  Excess Loss Premium Factors  Tax Multipliers
<table>
<thead>
<tr>
<th>State</th>
<th>Excess Loss Premium Factors</th>
<th>Tax Multipliers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Liability</td>
<td>Automobile Liability</td>
</tr>
<tr>
<td></td>
<td>General Liability</td>
<td>Automobile Liability</td>
</tr>
</tbody>
</table>
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>12.A</th>
<th>Retrospective Development Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workers Compensation and Employers Liability</td>
</tr>
<tr>
<td></td>
<td>1st</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12.B</th>
<th>Retrospective Development Factors</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General Liability</td>
</tr>
<tr>
<td></td>
<td>1st</td>
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</tr>
</tbody>
</table>

Endorsement Effective
Insured
Insurance Company
Policy No.
Endorsement No.
Countersigned by ________________________________

© Copyright 2008 National Council on Compensation Insurance, Inc. All Rights Reserved.
This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively.

The retrospective rating plan premium endorsement attached to the policy is changed by the selection of one or more of the options shown below in the Schedule.

Schedule

1. Inurred losses are changed to include allocated loss adjustment expense in these states: _____________________________

2. The correctly calculated basic premium factor for 100% of the estimated standard premium shall be used without linear interpolation, for each calculation of retrospective premium.

3. Each calculation of retrospective rating plan premium will use all loss information we have as of a date agreed to by you and us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective Insured</th>
<th>Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by _____________________________</td>
<td></td>
</tr>
</tbody>
</table>

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RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT—LARGE RISK ALTERNATIVE RATING OPTION (LRARO)

This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement applies only to workers compensation and employers liability insurance when rated under the provisions of the Large Risk Alternative Rating Option that we have negotiated with you.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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<tr>
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<tbody>
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<td></td>
</tr>
<tr>
<td>Insurance Company</td>
<td>Countersigned by_________________________</td>
<td></td>
</tr>
</tbody>
</table>
BENEFITS DEDUCTIBLE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because the states listed in the Schedule below are shown in Item 3.A. of the Information Page.

1. Part One (Workers Compensation Insurance) applies only to benefits in excess of the deductible amount shown in the Schedule below.

2. This deductible applies separately to each claim for bodily injury by accident or disease.

3. If the law requires payment on a per accident or per disease basis, this provision applies in place of paragraph 2 above. This deductible applies separately to each accident or disease, regardless of the number of people who sustain injury by such accident or disease.

4. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. If you fail to fully reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancelation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

5. If the statute requires or allows you to pay the deductible amount, this provision applies in place of paragraph 4 above. You will pay the deductible amounts directly to the persons entitled to them. We will be your guarantor for those payments. If we pay the deductible amount as guarantor, you must reimburse us within 30 days after we send you notice that payment is due. If you fail to reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancelation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

Schedule

| State | Indemnity and Medical Deductible Amount | Medical Deductible Amount | Indemnity Deductible Amount |

Note:

This endorsement is used to show the type and amount of a deductible.
BENEFITS DEDUCTIBLE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because the states listed in the Schedule below are shown in Item 3.A. of the Information Page.

1. Part One (Workers Compensation Insurance) applies only to benefits in excess of the deductible amount shown in the Schedule below.
2. This deductible applies separately to each claim for bodily injury by accident or disease.
3. If the law requires payment on a per accident or per disease basis, this provision applies in place of paragraph 2 above. This deductible applies separately to each accident or disease, regardless of the number of people who sustain injury by such accident or disease.
4. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. If you fail to fully reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancelation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.
5. If the statute requires or allows you to pay the deductible amount, this provision applies in place of paragraph 4 above. You will pay the deductible amounts directly to the persons entitled to them. We will be your guarantor for those payments. If we pay the deductible amount as guarantor, you must reimburse us within 30 days after we send you notice that payment is due. If you fail to reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancelation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

Schedule

<table>
<thead>
<tr>
<th>State</th>
<th>Indemnity and Medical Deductible Amount</th>
<th>Medical Deductible Amount</th>
<th>Indemnity Deductible Amount</th>
</tr>
</thead>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured

Effective Policy No.

Endorsement No.

Premium

Insurance Company

Countersigned by

NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal

1. You may cancel this policy.

   If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.

   (a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.

   (b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

      (1) Nonpayment of premium in accordance with the policy terms.

      (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.

      (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.

      (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

      (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.

      (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

      (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

      (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.

      (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.

      (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

   (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We must provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is required to be given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person’s interest.
(d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.

3. We may refuse to renew this policy:
   (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
   (b) If this policy is for a term of more than one year or for an indefinite term, we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
   (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
   (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.

4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, “reasons within our exclusive control” does not mean experience modification changes, exposure changes, or loss cost rate changes.

5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.

6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph.

Note:
This endorsement must be attached to a policy showing North Carolina in Item 3.A. of the Information Page.
NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in Item 3.A. of the Information Page.

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation and Nonrenewal

1. You may cancel this policy.
   If you cancel this policy, you must mail or deliver advance written notice to us stating when the cancellation is to take effect.

2. We may cancel this policy.
   (a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.
   (b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:
      (1) Nonpayment of premium in accordance with the policy terms.
      (2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.
      (3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.
      (4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.
      (5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.
      (6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.
      (7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.
      (8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.
      (9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.
      (10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.
   (c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We must provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is required to be given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person’s interest.
(d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.

3. We may refuse to renew this policy:
   (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
   (b) If this policy is for a term of more than one year or for an indefinite term, we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
   (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
   (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.

4. Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, “reasons within our exclusive control” does not mean experience modification changes, exposure changes, or loss cost rate changes.

5. We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.

6. We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective Insured</th>
<th>Policy No.</th>
<th>Endorsement No. Premium $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by___________________________________________</td>
<td></td>
</tr>
</tbody>
</table>

This endorsement applies only to the insurance provided by the policy because North Carolina is show in Item 3.A. of the Information Page.

This endorsement applies because the policy is providing workers compensation coverage as part of a Controlled Insurance Program. The Project Sponsor of this Controlled Insurance Program is: ____________________________________________ ("Project Sponsor").

This policy is amended to reflect the following changes and/or additions to clarify the policy provisions as they apply to the operations of Controlled Insurance Programs.

**General Section, Item E. Location** is replaced with the following:

**E. Locations**

This policy covers operations conducted at the workplace defined in the Designated Workplace Exclusion endorsement.

The following new sections F and G are added to the “GENERAL SECTION” of the Policy:

**F. Project Sponsor**

The Project Sponsor is the entity that has purchased this insurance on your behalf.

**G. Controlled Insurance Program**

The term "Controlled Insurance Program" signifies the insurance policies that the Project Sponsor has purchased from us and/or our affiliated insurance companies to cover operations conducted at the workplace defined in the Designated Workplace Exclusion endorsement.

**Part Five - Premium, Item D.** is replaced with the following:

**D. Premium Payments**

The Project Sponsor will pay all premium when due. The Project Sponsor will pay the premium even if part or all of a workers compensation law is not valid.
Part Five - Premium, Item E. is replaced with the following:

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the Project Sponsor paid to us, the Project Sponsor must pay us the balance. If it is less, we will refund the balance to the Project Sponsor. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

2. If you or the Project Sponsor cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

Part Six - Conditions, Item E. Sole Representative is replaced with the following:

E. Sole Representative

The Project Sponsor will act on behalf of the insured named in Item I of the Information Page with respect to changes in this policy, premium payments, receiving return premiums, giving or receiving notice of cancelation, claim payments, claim information and claim settlement agreements. If we cancel this policy, we will give notice of cancelation to you and the Project Sponsor.

All other terms, conditions and exclusions of this Policy remain unchanged.

______________________________
Authorized Agent
This endorsement applies only to the insurance provided by the policy because North Carolina is shown in item 3.A. of the Information Page.

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Part Two (Employers Liability Insurance) will not apply to the alternate employer and no coverage will be provided for any such liability under this endorsement.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Part One and our right to inspect under Part Six.

Schedule

1. Alternate Employer
   Address

2. State of Special or Temporary Employment

3. Contract or Project

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Insurance Company</th>
<th>Effective Policy No.</th>
<th>Endorsement No. Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>WC 32 03 04</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(Ed. 1-09)
CANCELLATION AND NON-RENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in item 3.A. of the Information Page.

It is hereby understood and agreed that all cancellation provisions in the policy addressing the required number of days notice for cancellation by us or non-renewal by us are amended as follows:

a. ____ days notice will be given for notice of cancellation for non-payment of premium.

b. ____ days notice will be given for notice of cancellation for any other reason.

c. ____ days notice will be given for non-renewal.

Notwithstanding the provisions above, in no event will the number of days notice for cancellation or for non-renewal be fewer than the number of days required by North Carolina law.

In the event of cancellation or nonrenewal of the policy, we will mail notice to the named insured, and to the additional person(s) or organization(s) named in the Schedule below, as required by North Carolina law:

SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective       Policy No.       Endorsement No.
Insured       Policy Effective Date       Policy Effective Date
Insurance Company

Countersigned By______________________________
PRO-RATA CANCELLATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because North Carolina is shown in item 3.A. of the Information Page.

If the policy is cancelled by the insured for a reason stated in the schedule below, the final premium for the policy shall be calculated pro-rata based on the time this policy was in-force. In no circumstances shall final premium be less than minimum premium.

SCHEDULE

Notwithstanding the provisions above, in no event will the number of days notice for cancellation or for non-renewal be fewer than the number of days required by North Carolina law.

To the extent that any terms of this endorsement conflict with any other terms or conditions of the policy, the provisions of this endorsement will prevail.

All other terms, conditions, and exclusions of the policy remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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</table>

WC 32 06 02
(Eff. 01-10)
POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)
- Insured’s Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
- Insured’s Mailing Address (WC 89 06 05)
- Experience Modification (WC 89 04 06)
- Producer’s Name (WC 89 06 07)
- Change in Workplace of Insured (WC 89 06 08)
- Insured’s Legal Status (WC 89 06 10)
- Item 3.A. States (WC 89 06 11)

is changed to read:

*Item 4. Change To:

<table>
<thead>
<tr>
<th>Classifications Code No.</th>
<th>Premium Basis Total Estimated Annual Remuneration</th>
<th>Rate Per $100 of Remuneration</th>
<th>Estimated Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Estimated Annual Premium $

Minimum Premium $ Deposit Premium $

All other terms and conditions of this policy remain unchanged.

Notes:
1. This endorsement may be used in its present form by placing an X in the applicable block(s), or only the one or more applicable items may be shown.
2. If this endorsement is used as a company endorsement, the company form number should be used in place of WC 89 06 00 B endorsement number.
3. The Bureau copy must show the exact title and “WC 89 — —” number for each applicable transaction, e.g., Insured’s Name WC 89 06 01.
4. Modification factor changes (WC 89 04 06) or rate changes (WC 89 04 15) do not require premium entries in the Item 4. change section.
5. Make appropriate entries to reflect applicable changes in Item 4.
6. This endorsement must not be used for Item 4. changes where standard endorsements are available to accomplish the intended purpose, e.g., WC 00 04 07.
7. This endorsement must contain an attachment clause that includes the following critical fields: (a) Policy Number, (b) Insured Name, (c) NCCI Carrier Code, (d) Policy Effective Date, and (3) Endorsement Effective Date.
8. Any premium item changes not specifically identified in the endorsement, e.g., premium for increased limits—Item 3.B., should be inserted and identified in the Item 4. section.

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- Insured’s Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
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Total Estimated Annual Premium $

Minimum Premium $ Deposit Premium $

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

<table>
<thead>
<tr>
<th>Endorsement Effective Insured</th>
<th>Policy No.</th>
<th>Endorsement No. Premium $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company</td>
<td>Countersigned by __________________________</td>
<td></td>
</tr>
</tbody>
</table>

WC 89 06 00B
(Ed. 7-01)