



Minnesota  
Forms Manual

## INDEX MINNESOTA FORMS MANUAL

The following forms and endorsements in this Minnesota Forms Manual have been approved by the Minnesota Commerce Department and are available for use in Minnesota.

- Introduction
- Workers' Compensation and Employers Liability Insurance Policy Rules
- WC 00 00 00 C Workers Compensation and Employers Liability Insurance Policy
- WC 00 01 01 A Defense Base Act Coverage Endorsement
- WC 00 01 04 A Federal Employers' Liability Act Coverage Endorsement
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endt
- WC 00 01 08 A Nonappropriated Fund Instrumentalities Act Coverage Endorsement
- WC 00 01 09 C Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 01 11 Migrant and Season Agricultural Worker Protection Act Coverage Endorsement
- WC 00 02 01 B Maritime Coverage Endorsement
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement
- WC 00 02 04 Limited Maritime Coverage Endorsement
- WC 00 03 01 A Alternate Employer Endorsement
- WC 00 03 02 Designated Workplaces Exclusion Endorsement
- WC 00 03 03 C Employers Liability Coverage Endorsement
- WC 00 03 04 Insurance Company as Insured Endorsement
- WC 00 03 05 Joint Venture as Insured Endorsement
- WC 00 03 08 Partners, Officers and Others Exclusion Endorsement
- WC 00 03 09 B Rural Utilities Service Endorsement
- WC 00 03 10 Sole Proprietors, Partners, Officers and Others Coverage Endorsement

## INDEX MINNESOTA FORMS MANUAL

The following forms and endorsements in this Minnesota Forms Manual have been approved by the Minnesota Commerce Department and are available for use in Minnesota.

- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endt.
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement
- WC 00 04 03 Experience Rating Modification Factor Endorsement
- WC 00 04 05 Policy Period Endorsement
- WC 00 04 06 A Premium Discount Endorsement
- WC 00 04 09 Premium Determination Endorsement— Former Self Insurers 1
- WC 00 04 10 Premium Determination Endorsement— Former Self Insurers 2
- WC 00 04 10 Premium Determination Endorsement— Former Self Insurers 2
- WC 00 04 14 A 90-Day Reporting Requirement—Notification of Change in Ownership Endorsement
- WC 00 04 19 Premium Due Date Endorsement
- WC 00 04 22 C Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
- WC 00 04 24 Audit Noncompliance Charge Endorsement
- WC 00 04 25 Experience Rating Modification Factor Revision Endorsement
- WC 00 05 03 D Retrospective Rating Plan Premium Endorsement— One Year Plan
- WC 00 05 04 D Retrospective Rating Plan Premium Endorsement— Three Year Plan
- WC 00 05 05 D Retrospective Rating Plan Premium Endorsement— Long-term Wrap- Up Construction Project
- WC 00 05 08 Retrospective Rating Plan Premium Endorsement Aviation Exclusion
- WC 00 05 09 A Retrospective Rating Plan Premium Endorsement Changes
- WC 00 05 10 B Retrospective Rating Plan Premium Endorsement Non- Ratable Catastrophe Element or Surcharge
- WC 00 05 11 Retrospective Rating Plan Premium Endorsement Short Form

## INDEX MINNESOTA FORMS MANUAL

The following forms and endorsements in this Minnesota Forms Manual have been approved by the Minnesota Commerce Department and are available for use in Minnesota.

- WC 00 05 12 D Retrospective Rating Plan Premium Endorsement One Year Plan— Multiple Lines
- WC 00 05 13 D Retrospective Rating Plan Premium Endorsement Three Year Plan— Multiple Lines
- WC 00 05 14 D Retrospective Rating Plan Premium Endorsement Long- Term Wrap- Up Construction Project — Multiple Lines
- WC 00 05 15 A Retrospective Rating Plan Premium Endorsement Flexibility Options
- WC 00 05 16 Retrospective Rating Plan Premium Endorsement— Large Risk Alternative Rating Option (LRARO)
- WC 00 06 03 Benefits Deductible Endorsement
- WC 89 06 09 C Policy Termination/ Cancellation/ Reinstatement Notice
- WC 22 00 00 A Minnesota Amendatory Endorsement
- WC 22 00 01 Information Page
- WC 22 03 01 Minnesota Compliance with Applicable Trade Sanction Laws
- WC 22 03 02 Minnesota Independent Contractors Coverage Endorsement
- WC 22 03 03 Minnesota Third Degree of Kindred Family Member Exclusion Endt.
- WC 22 03 04 Minnesota Employee Leasing Endorsement
- WC 22 03 05 Minnesota Exclusion of Coverage for Leased Employees Endorsement
- WC 22 03 06 Minnesota Alternate Employer Endorsement [Excluding Employers Liability Coverage]
- WC 22 04 01 Minnesota Contracting Premium Adjustment Program Endorsement
- WC 22 06 00 Minnesota Policy Change Endorsement
- WC 22 06 01 D Minnesota Cancellation and Nonrenewal Endorsement
- WC 22 06 02 Minnesota Policy Information Page Endorsement Insured's Name
- WC 22 06 03 Minnesota Policy Information Page Endorsement Policy Number

## INDEX MINNESOTA FORMS MANUAL

The following forms and endorsements in this Minnesota Forms Manual have been approved by the Minnesota Commerce Department and are available for use in Minnesota.

- WC 22 06 04 Minnesota Policy Information Page Endorsement Effective Date
- WC 22 06 05 Minnesota Policy Information Page Endorsement Expiration Date
- WC 22 06 06 Minnesota Policy Information Page Endorsement– Insured’s Mailing Address
- WC 22 06 07 Minnesota Policy Information Page Endorsement– Experience Modification
- WC 22 06 08 Minnesota Policy Information Page Endorsement Producer’s Name
- WC 22 06 09 Minnesota Policy Information Page Endorsement– Change in Workplace Endorsement
- WC 22 06 10 Minnesota Policy Information Page Endorsement– Insured’s Legal Status
- WC 22 06 11 Minnesota Policy Information Page Endorsement Add States
- WC 22 06 12 Minnesota Policy Information Page Endorsement Employer Limits
- WC 22 06 13 Minnesota Policy Information Page Endorsement Change in State
- WC 22 06 14 Minnesota Policy information Page Endorsement– Endorsement Numbers
- WC 22 06 15 A Minnesota Policy information Page Endorsement– Class, Rate, Other Change
- WC 22 06 16 A Minnesota Policy Information Page Endorsement– Interim Adjustment of Premium
- WC 22 06 17 Minnesota Policy Information Page Endorsement– Carrier Servicing Office
- WC 22 06 18 Minnesota Policy Information Page Endorsement– Interstate/ Intrastate Risk ID Number
- WC 22 06 19 Minnesota Policy Information Page Endorsement Carrier Number
- WC 22 06 20 Minnesota Entity Address Schedule



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## INTRODUCTION

The purpose of the Minnesota Forms Manual is to publish a comprehensive set of workers' compensation policy forms and endorsements that have been approved by the Minnesota Department of Commerce and are available for use in Minnesota.

### **Why the Forms Manual Was Prepared.**

Minnesota regulations require MWCIA to file, on behalf of its members, a set of policy forms for use in writing workers' compensation insurance in Minnesota. Generally, Minnesota law requires all insurers to use only forms filed by MWCIA. This Manual provides a comprehensive set of filed and approved forms and endorsements.

Forms in this Manual are filed and have been approved by the Minnesota Commerce Department. As such, insurers are free to use these forms and endorsements without any need to file their own comparable forms with the Minnesota Commerce Department. Insurers may only develop and file their own forms for unique rating plan related programs that they offer in Minnesota.

### **Relationship Between the Minnesota Forms Manual and the NCCI Forms Manual**

The NCCI Policy Form Manual is not formally filed in Minnesota, but those forms were the starting point for developing Minnesota's Forms Manual. In order to make Minnesota's Manual easy to use, all changes to current NCCI forms are color-coded.

Changes noted in YELLOW represent form language and notes that are uniquely applicable to Minnesota and should be carefully reviewed.

Changes noted in PINK represent form language and notes that are not applicable in Minnesota and should be disregarded.

### **Coverage Forms Are In This Manual – Rating Plan Forms Are Not.**

In using the *Minnesota Forms Manual*, you will note one important feature. This Manual contains only forms that define coverage on a Minnesota workers' compensation policy. An insurer may still develop and independently file with the Minnesota Commerce Department any rating plan forms it wishes to use in Minnesota.

Want to find out more about the filing process? Just click on [www.mwcia.org](http://www.mwcia.org) and go to the *Minnesota Filing Procedures Manual* or visit the Minnesota Commerce Department website [www.commerce.state.mn.us](http://www.commerce.state.mn.us) and click on the Insurance tab. Information about forms and filings is available on the Commerce Department website under either the Forms or Bulletins categories. For a quick link to Minnesota statutes click on [www.leg.state.mn.us/leg/statutes](http://www.leg.state.mn.us/leg/statutes).

### **Frequently Asked Questions.**

While this is not a comprehensive list of questions, here is a sample of ‘frequently asked questions’ and answers:

Q. Is NCCI’s Information Page approved for use in Minnesota or is a special form needed?

A. MWCIA has filed WC 22 00 01 for carriers who want to use the Information Page to file a paper Proof of Coverage to comply with Minn. Stat. § 176.185, subd. 1. If a carrier does not use their Information Page for that purpose, the carrier may use its own version of the Policy Information Page providing that form complies with the sequence of NCCI form WC 00 00 01 Items 1 through 4 and the carrier has obtained approval of their form with the Minnesota Commerce Department. For more information about this issue see Circular Letter 02-1387. Just click on [www.mwcia.org](http://www.mwcia.org) and go to “More Circular Letters.”

Q. When writing coverage in more than one state, what do we do when “not applicable in Minnesota” is found in some of the Manual notes?

A. The *Minnesota Forms Manual* is designed to let users compare Minnesota’s forms to those published by NCCI even though some of the information on the NCCI forms has no applicability in Minnesota. The **YELLOW** and **PINK** color-coding is designed to make that comparison easy.

When you want to see what Minnesota has added to a form or endorsement **THINK YELLOW**. When you want to see what doesn’t apply in Minnesota, **THINK PINK**. When you want to see what applies in another state, look at NCCI’s forms and notes.

Q. Can we use the Benefits Deductible Endorsement (WC 00 06 03) as a large Deductible Endorsement in Minnesota?

A. No. In Minnesota this form cannot be used for that purpose. A carrier should develop and file its own deductible program endorsement.

Q. We would like to file our own coverage form for one you don't have in the manual. How can we do that?

A. As a general rule, the only forms that a carrier can file are those that describe its rating plans. A carrier that wishes to use coverage forms not contained in this Manual should submit them to MWCIA with a letter explaining its need and purpose for consideration. All carrier submitted forms will be reviewed by Minnesota's Policy Forms Task Force, which consists of representatives from the insurance industry, the Minnesota Commerce Department and MWCIA staff. Forms which the Task Force believes has broader application will be submitted for filing approval by the MWCIA Board of Directors before filing any requested form or endorsement for approval with the Minnesota Department of Commerce.

Q. What is the difference between a coverage form and a rating plan form?

A. A coverage form or endorsement describes the general terms and conditions of the policy including the benefits to be provided under the policy. A rating plan form or endorsement describes the economic terms of the policy including rates, dividends and credits. If a form or endorsement is offered in connection with a discount or credit to the policyholder, the endorsement would be considered a rating plan form even if the specific amount of the discount or credit is not stated on the form.

For example, carriers have filed and had approved a Minnesota Drug Free Workplace Endorsement which typically includes a specific premium discount amount. Carriers have also filed and had approved a Minnesota Dispute Resolution Endorsement, which does not mention any specific discount or credit amount but is typically offered in connection with some pricing credit or discount. Both forms are considered rating plan forms.

All questions concerning whether a form is a coverage or a rating plan form should be submitted to the Policy Forms Task Force at the MWCIA. The Task Force will determine if a prior determination regarding the submitted form has been made and may then take additional steps such as referring the matter to the Commerce Department for future discussion and possible approval for use in Minnesota.



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Effective July 1, 2011

This manual contains rules that have been approved by the Minnesota Department of Commerce. These rules cover the following topics:

- Introduction
- Rule 1—Authorized Form/Endorsement Changes
- Rule 2—Form/Endorsement Filing
- Rule 3—Copyright
- Rule 4—Form/Endorsement Numbering System

## INTRODUCTION

The use of each form in this Manual is governed by these rules, the rules governing the **Minnesota Basic Manual for Workers Compensation and Employers Liability Insurance**, the notes applicable to a form, and by such laws and administrative rules and regulations as may apply to these forms.

## RULE 1— AUTHORIZED FORM/ENDORSEMENT CHANGES

A. Authorized changes to a form or endorsement are listed below:

1. Options and changes authorized by the rules or notes of this manual.
2. Changes made by separate endorsement if in accord with the applicable Rules of the **Minnesota Basic Manual** and approved, if required, by the proper authority.
3. Attachment and execution clauses.
4. Size and style of type.
5. Format of provisions, but not their sequence.
6. Location of a Schedule on an endorsement.
7. Special provisions applicable to the members or policyholders of a mutual or participating stock insurer or a reciprocal association. Such provisions may be printed as Paragraph "F" of Part Six—Conditions of the Policy, on the policy jacket, at the end of the policy, or on an endorsement.

An insurer making any of these changes to a form or endorsement is responsible for obtaining approval from the proper authority, if required.

## RULE 2— FORM/ENDORSEMENT FILING

### A. NCCI States

The laws of most states require the Workers Compensation and Employers Liability Insurance Policy and Endorsement Forms to be filed with an insurance department or other authority for approval. Before using any NCCI filed endorsement, refer to NCCI's **Filing Guide for Rates and Forms** for endorsement/form filing procedures. NCCI files forms on behalf of its affiliates in the following jurisdictions:

Alabama

Maryland

Alaska

Mississippi

Arizona

Missouri

Arkansas

Montana

Colorado

Nebraska

Connecticut

Nevada

District of Columbia

New Hampshire

Florida

New Mexico

Georgia

Oklahoma

Hawaii

Oregon

Idaho

Rhode Island

Illinois

South Carolina

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Effective July 1, 2011

Iowa	South Dakota
Kansas	Tennessee
Kentucky	Utah
Louisiana	Vermont
Maine	Virginia
	West Virginia

## B. Independent States

Independent administrative bureaus file forms on behalf of their members in the states listed below, except as noted:

California*	New Jersey*
Delaware	New York*
Indiana	North Carolina
Massachusetts	Pennsylvania
Michigan**	Texas***
Minnesota*	Wisconsin

Carriers must file forms with the appropriate agency or bureau in California, Minnesota, New Jersey, and New York.

\*\* In Michigan, the administrative bureau is authorized to file forms for the residual market.

\*\*\* Authorized Texas forms are announced by the Texas Department of Insurance.

## C. Monopolistic State Fund States

State workers compensation insurance may be written only by the state insurance fund in:

North Dakota	Washington
Ohio	Wyoming

Coverages other than the state workers compensation insurance may be written in these states as indicated by endorsement notes.

### RULE 3– COPYRIGHT

Any insurer may use a copyrighted NCCI form during the period that the insurer is an NCCI affiliate. Such forms must display the notice of copyright as it appears in this manual.

#### Exception:

If the affiliate uses NCCI forms with changes or other materials, or if it is impractical to display the notice of copyright on each form, as may happen in the case of machine issued policies, the policy must prominently display the following notice:

“Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.

© Copyright (insert appropriate year) National Council on Compensation Insurance, Inc. All Rights Reserved.”

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Effective January 1, 2015

## RULE 4- FORM/ENDORSEMENT NUMBERING SYSTEM

The policy and endorsements contained in this manual have a unique identifying number. This number must be included on all forms.

“WC 00 00 00 C” is the number that represents the workers compensation and employers liability policy.

“WC 00 00 01 A” is the number that represents the Information Page.

All endorsements are assigned numbers that denote the type and purpose of the endorsement. The number consists of either eight or nine characters. They represent the following:

### A. Line of Insurance—WC

The first two characters are WC. These establish that the form pertains to workers compensation and employers liability insurance.

### B. General/State

The second set of characters identifies the endorsement as a general, state, or company endorsement. General endorsements are designated as “00.” Miscellaneous endorsements, notices, and related transactions are designated as “89.” State endorsements are designated by the appropriate state codes, which are as follows:

STATE	CODE	STATE	CODE
Alabama	01	Montana	25
Alaska	54	Nebraska	26
Arizona	02	Nevada	27
Arkansas	03	New Hampshire	28
California	04	New Jersey	29
Colorado	05	New Mexico	30
Connecticut	06	New York	31
Delaware	07	North Carolina	32
Dist. Of Col.	08	North Dakota	33
Florida	09	Ohio	34
Georgia	10	Oklahoma	35
Hawaii	52	Oregon	36
Idaho	11	Pennsylvania	37
Illinois	12	Rhode Island	38
Indiana	13	South Carolina	39
Iowa	14	South Dakota	40
Kansas	15	Tennessee	41
Kentucky	16	Texas	42
Louisiana	17	Utah	43
Maine	18	Vermont	44
Maryland	19	Virginia	45
Massachusetts	20	Washington	46
Michigan	21	West Virginia	47
Minnesota	22	Wisconsin	48
Mississippi	23	Wyoming	49
Missouri	24		

The numbers “90” through “99” have been reserved for use by companies on their own endorsements.

### C. Type

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

*Effective January 1, 2015*

The third set of characters identifies the type of endorsement, i.e., premium as opposed to coverage. The number and types are as follows:

- 01—Federal Coverages and Exclusions
- 02—Maritime Coverages and Exclusions
- 03—Other Coverages and Exclusions
- 04—Premium
- 05—Retrospective Premium
- 06—Miscellaneous

## **D. Sequence Number**

The fourth set of characters is the unique identifying number that differentiates an endorsement from others in the same series. A multipaged endorsement will have only one number.

## **E. Version Identifier**

The last character identifies the version of the policy and each endorsement. The identifying number of the version of the policy and each endorsement that was in effect prior to the rule change creating the version identifier contains only eight characters. The original printing of an endorsement effective after the rule change will also contain only eight characters. Each subsequent version of the policy and endorsements will contain a ninth character. This character will sequentially identify each subsequent reprint of the policy and endorsements from A through Z (reprints 1 through 26).

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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.

**PART ONE  
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

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

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

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**D. 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 amount payable 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.

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

(Ed. 1-15)

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 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), 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 U.S.C. Sections 51 et seq.), 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, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
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 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, 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.

(Ed. 1-15)

**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 cancellation 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.

(Ed. 1-15)

**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.

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

**D. Cancellation**

1. You may 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. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation 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 cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation 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 cancellation.

**Note:**

1. In Minnesota, the references to Information Page items assumes that the insurer has filed with the Minnesota Commerce Department an Information Page form which at a minimum complies with Note 1 to WC 00 00 01 (requiring the use of the sequence of Items 1 through 4 of WC 00 00 01) or has elected to use WC 22 00 01.
2. If a company has filed an Information Page with the Minnesota Commerce Department which, at a minimum, meets the requirement of Note 1 of WC 00 00 01, that Information Page may be used in Minnesota.
3. In Minnesota, insurers must attach WC 22 00 00 A which adds a definition of "Rate Service Organization" that is consistent with Minnesota's data service organization law.

**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.

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

Notes:

- 1. The Federal Employers' Liability Act makes an interstate railroad liable for bodily injuries sustained by an employee. The liability of the railroad is insured by Part Two (Employers Liability Insurance) unless specifically excluded by Federal Employers Liability Act Exclusion Endorsement.
2. Use this endorsement when providing Federal Employers Liability Act coverage under Program I or II as described in the Basic Manual User's Guide. In Minnesota, please refer to the Minnesota Basic Manual.
3. Item 2 of the Schedule may be used to extend FELA coverage to a state not listed in Item 3.A. of the information Page. In order to conform each carriers' Information Page with other provisions of the Standard Workers' Compensation Policy, the Information Page must at a minimum comply with the sequence of Items 1 through 4 of WC 00 00 01.

**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

## State

**Longshore and Harbor Workers'  
Compensation Act Coverage Percentage**

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. **In Minnesota, please refer to the Minnesota Basic Manual.**
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:  
"Each state named in Item 3.A. of the Information Page."
5. The following entry may be typed or printed in the Schedule to provide coverage in Item 3.A. and 3.C. states:  
"Each state named in Item 3.A. or 3.C. of the Information Page."
6. **In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.**

**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.

**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 et seq.). 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.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

Original Printing

Effective July 1, 1992

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**MIGRANT AND SEASONAL AGRICULTURAL WORKER PROTECTION ACT COVERAGE ENDORSEMENT**

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 12, does not apply to work subject to the Migrant and Seasonal Agricultural Worker Protection Act.

This endorsement applies only to the work described in Item 4 of the Information Page or in the Schedule as subject to the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872). The policy applies to that work as though that work were in a state listed in Item 3.A. of the Information Page.

This policy will cover damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) or any amendment to that law in effect during the policy period.

## Schedule

**Description and Location of Work****Notes:**

1. The Migrant and Seasonal Agricultural Worker Protection Act makes agricultural employers, agricultural contractors and agricultural associations liable for bodily injuries sustained by an employee due to intentional violation of the Act or regulations under the Act.
2. Use this endorsement if the insured has an exposure under the MSAWPA that is to be covered.



**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 or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule,— except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage

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 \$

**Exclusion:** This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

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 Effective Insured

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****Workers Compensation Law**

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. **In Minnesota, please refer to the *Minnesota Basic Manual*.**
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.

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**LIMITED MARITIME COVERAGE ENDORSEMENT**

Part Two (Employers Liability Insurance) C. Exclusions, exclusion 10, does not apply to work performed by your employees assigned to the classifications listed in the Schedule below.

Schedule

**Code Number**

**Classification Phraseology**

**Note:**

This endorsement permits a listing of classifications that might have incidental connection to a vessel, such as a carpenter or food caterer. These workers might be judged to be members of the crew for maritime liability purposes but not necessarily for underwriting purposes.

The NCCI has published this as an Advisory form. In Minnesota, all filed forms are considered Standard.

**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****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. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.
4. 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."
5. 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.
6. 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. The highlighted portion of this Note does not apply in Minnesota.
7. If this endorsement is used because of temporary or special employment in Illinois, the carrier must send a written notice of cancellation to all Illinois Alternate Employers shown in the Schedule. This Note does not apply in Minnesota.

**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. This Note does not apply in Minnesota.
4. In Minnesota this form is required for use with Wrap-Up Construction Projects. See Rule 3.A.19.c.(3) in the **Minnesota Basic Manual**.

Original

Effective October 1, 2004

Advisory  
Standard**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

## Notes:

1. Use this endorsement to afford employers liability insurance in any state, including monopolistic state fund states, with the exception of Ohio, where the policy does not provide workers compensation insurance. The states are to be listed in the Schedule. Use the Ohio Employers Liability Coverage Endorsement (WC 34 03 01 B) to afford employers liability insurance in Ohio. This endorsement deletes Part One workers compensation coverage and leaves only Part Two employers liability coverage. This endorsement can only be used on a standard workers' compensation insurance policy in Minnesota to provide Part Two Employer's Liability Insurance to employers self-insuring their workers compensation liability.
2. The endorsement may be used in a National Council state only if (1) all employees are excluded from the workers compensation law or all employees have elected not to be subject to the law, and (2) there is no state law or regulation making the use of this endorsement illegal. (See the *Basic Manual User's Guide*—Reference Tables—Workers Compensation and Employers Liability Coverage Summary.) This Note does not apply in Minnesota.
3. The NCCI has published this as an Advisory form. In Minnesota, all filed forms are considered standard.



**INSURANCE COMPANY AS INSURED ENDORSEMENT**

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

**Note:**

Use this endorsement if the insured is licensed to write workers compensation insurance or reinsurance.

**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. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.

**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.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 08**  
(Ed. 4-84)

Effective July 1, 2006

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### 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.

**Note:**

Use this endorsement if the insured is a rural electrification cooperative and this endorsement is required by the RUS.

**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:

**Note:**

1. 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. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.
2. In the commonwealth of Massachusetts, this endorsement can be used only to identify sole proprietors or partners who have elected to obtain coverage for themselves as employees on this policy in accordance with Massachusetts General Law, Chapter 152, Section 1(4), as amended, and Regulation 452 CMR 8.00. All included sole proprietors and partners must be individually named on this endorsement.
3. Minnesota statutes 176.041 lists persons, including sole proprietors, partners, officers and certain other persons automatically excluded from the Minnesota Workers' Compensation Insurance Act. This endorsement provides Part One workers' compensation coverage to the persons listed on the endorsement.

**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.

Schedule

Employees

State of Employment

Designated Workers Compensation Law

Notes:

1. Use this endorsement to afford voluntary compensation coverage pursuant to the **Basic Manual User's Guide**. In Minnesota, please refer to the **Minnesota Basic Manual**.
2. Use Voluntary Compensation Maritime Endorsement to provide Voluntary Compensation Coverage under Program II as described in the **Basic Manual User's Guide**. In Minnesota, please refer to the **Minnesota Basic Manual**.
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. Minnesota statutes 176.041 lists persons excluded from mandatory coverage under the Minnesota Workers' Compensation Act. This endorsement provides the listed coverage for persons not provided benefits under that act. This endorsement provides the designated coverage for persons listed on this endorsement.
5. Various uses of this endorsement are illustrated below.

Schedule

Employees

State of Employment

Designated Workers Compensation Law

All officers and employees not subject to the workers compensation law.

Any state shown in Item 3.A. of the Information Page.

The state where the injury takes place.

All domestics, farm and agricultural workers.

Utah

Utah

All partners of the insured partnership.

Kansas

Kansas

1<sup>st</sup> Reprint

Effective April 1, 1984

Advisory

Standard

**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. In Minnesota use of this endorsement is specifically subject to the restrictions imposed by the Workers' Compensation Reinsurance Association (WCRA) in its reinsurance agreements with carriers and the rights of intervention and subrogation granted to WCRA under Minnesota Statutes Section 79.36(7).
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 \$ \_\_\_\_\_." This Note does not apply in Minnesota.
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. This Note does not apply in Minnesota.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use. The highlighted portion of this Note does not apply in Minnesota.
6. The NCCI has published this as an Advisory form. In Minnesota, all filed forms are considered Standard.



**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.

**Notes:**

1. This endorsement **shall** be used if the insured's experience rating modification factor is not available when the policy is issued.
2. An appropriate typewritten entry may be made in the Information Page instead of using this endorsement. **In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.**

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. **In Minnesota, refer to the Minnesota Basic Manual.**

**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

1. **State** **Estimated Eligible Premium**
- |  | First    | Next      | Next        | Balance |
|--|----------|-----------|-------------|---------|
|  | \$10,000 | \$190,000 | \$1,550,000 |         |
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:

**Notes:**

1. Use this endorsement to show the application of the Premium Discount Rule in the **Basic Manual** Rule, or to identify the insured's policy that shows the application of the Discount Rule. **In Minnesota, please refer to the Minnesota Basic Manual.**
2. Do not make entries in Items 1, 2 or 3 if a policy number is to be shown in Item 4.
3. **The company has the option of replacing Item 1 with the appropriate Table in use by the company. The company may also revise Item 1 to conform to Basic Manual rules applicable to certain states. In Minnesota, the values listed in Item 1 do not apply. The company must use the Table filed by the company with the Minnesota Commerce Department.**
4. Item 2 may be used if all eligible premium is developed in one or more states using the same discount.
5. Item 3 is available to list all policies that are combined under the Discount Rule.
6. Use Item 4 if premium discount is shown on another policy issued to the insured.
7. **The NCCI has published this as an Advisory form. In Minnesota, all filed forms are considered Standard.**

**PREMIUM DETERMINATION ENDORSEMENT—FORMER SELF-INSURERS 1**

1. This endorsement is added to Part 5 (Premium). It determines the premium you will pay for the insurance afforded by this policy with respect to operations in each of the states listed below.
2. The premium for this policy is the sum of:
  - a. the total premium determined by all provisions of this policy;
  - b. the insurance charge; and
  - c. the rating plan losses which are paid from the rating plan deposit.
3. "State standard premium" is the premium, before applying any discounts, for the insurance for each state listed below, as determined by all provisions of the policy other than this endorsement.
4. "Total standard premium" is the sum of the standard premiums.
5. "Insurance charge" is an amount equal to 10% of the total standard premium. It is payable in advance, cannot be refunded to you and is calculated on the basis of the higher of either the average of the last three years' audited payrolls or the last complete year's payroll. Payrolls will be determined consistent with **Basic Manual** Rules.
6. "Rating plan deposit" is an amount equal to 50% of the total standard premium. It is payable in advance and is calculated on the basis of the higher of either the average of the last three years' audited payrolls or the last complete year's payroll. Payrolls will be determined consistent with **Basic Manual** Rules.

The rating plan deposit will be posted by you in the form of an irrevocable letter of credit or deposited by you in a trusted account. The form of the letter or the account, and the financial institution with whom the account is held, must be acceptable to us.

We will use the rating plan deposit to pay rating plan losses. Any unused portion of the rating plan deposit will be returned to you no sooner than thirty months after this endorsement is terminated.
7. "Rating plan losses" are incurred losses in excess of the sum of the permissible losses for each state. The permissible losses for each state are determined by multiplying the expected loss ratio by the standard premium for each state. The expected loss ratio is the percentage shown for each state below.

We will calculate rating plan losses upon incurred losses valued as of dates to be determined by the company, but not less frequently than six months after the end of the policy and annually thereafter. The calculations will continue until: a) all claims have been closed; b) it is apparent that the rating plan losses will exceed the rating plan deposit; or c) you and we agree that all incurred losses are final.
8. Incurred losses are the sum of:
  - a. all amounts we pay for losses, including medical;
  - b. reserves we estimate for unpaid losses;
  - c. interest on a judgment as required by law;
  - d. Employers Liability allocated loss adjustment expenses; and
  - e. expenses incurred in recovering against a third party.

9. If either you or we cancel this policy;
- the insurance charge and rating plan deposit will be based upon the total standard premium the policy would have earned if the policy had not been canceled;
  - the insurance charge will be fully earned and retained by us; and
  - the rating plan deposit will remain available to us as provided by this endorsement.

## List of States

State

Expected Loss Ratio

## Notes:

- This endorsement must be used when insuring employers for exposures which were self-insured within twelve months prior to the application for initial coverage or which were subject to this endorsement on the employer's expiring policy. It applies to assigned risk business only. (Refer to Pool Procedural Handbook for details.) The highlighted portion of this 'Note' does not apply in Minnesota.
- This endorsement **shall not** be used:
  - if the employer is a self-rated risk, as determined by the applicable workers compensation insurance rating organization's filed experience rating plan;
  - on a policy subject to retrospective rating; or
  - for more than three consecutive years for the same employer.
- An employer's newly commenced operations in a state listed above are subject to this endorsement.
- The company shall audit an insured's operations upon receipt of notice from the Administrative Office and prior to binding coverage.
- The company may use its own attachment clause and method of execution.
- In Minnesota the reference to **Basic Manual** in Items 5 and 6 refers to the **Minnesota Basic Manual**.

**PREMIUM DETERMINATION ENDORSEMENT—FORMER SELF-INSURERS 2**

1. This endorsement is added to Part 5 (Premium). It determines the premium you will pay for the insurance afforded by this policy with respect to operations in each of the states listed below.
2. The premium for this policy is the sum of:
  - a. the total premium determined by all provisions of this policy;
  - b. the rating plan losses which are paid from the rating plan deposit.
3. "State standard premium" is the premium, before applying any discounts, for the insurance for each state listed below, as determined by all provisions of the policy other than this endorsement.
4. "Total standard premium" is the sum of the standard premiums.
5. "Rating plan deposit" is an amount equal to 60% of the total standard premium. It is payable in advance and is calculated on the basis of the higher of either the average of the last three years' audited payrolls or the last complete year's payroll. Payrolls will be determined consistent with **Basic Manual** Rules.

The rating plan deposit will be posted by you in the form of an irrevocable letter of credit or deposited by you in a trusted account. The form of the letter or the account, and the financial institution with whom the account is held, must be acceptable to us.

We will use the rating plan deposit to pay rating plan losses. Any unused portion of the rating plan deposit will be returned to you no sooner than thirty months after this endorsement is terminated.
6. "Rating plan losses" are incurred losses in excess of the sum of the permissible losses for each state. The permissible losses for each state are determined by multiplying the expected loss ratio by the standard premium for each state. The expected loss ratio is the percentage shown for each state below.

We will calculate rating plan losses upon incurred losses valued as of dates to be determined by the company, but not less frequently than six months after the end of the policy and annually thereafter. The calculations will continue until: a) all claims have been closed; b) it is apparent that the rating plan losses will exceed the rating plan deposit; or c) you and we agree that all incurred losses are final.
7. Incurred losses are the sum of:
  - a. all amounts we pay for losses, including medical;
  - b. reserves we estimate for unpaid losses;
  - c. interest on a judgment as required by law;
  - d. Employers Liability allocated loss adjustment expenses; and
  - e. expenses incurred in recovering against a third party.
8. If either you or we cancel this policy:
  - a. the rating plan deposit will be based upon the total standard premium the policy would have earned if the policy had not been canceled; and
  - b. the rating plan deposit will remain available to us as provided by this endorsement.

State	List of States	Expected Loss Ratio
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**Notes:**

1. This endorsement must be used when insuring employers for exposures which were self-insured within twelve months prior to the application for initial coverage or which were subject to this endorsement on the employer's expiring policy. It applies to assigned risk business only. **Refer to Pool Procedural Handbook for details.** **The highlighted portion of this Note does not apply in Minnesota.**
2. This endorsement **shall not** be used:
  - a. if the employer is a self-rated risk, as determined by the applicable workers compensation insurance rating organization's filed experience rating plan;
  - b. on a policy subject to retrospective rating; or
  - c. for more than three consecutive years for the same employer.
3. An employer's newly commenced operations in a state listed above are subject to this endorsement.
4. The company shall audit an insured's operations upon receipt of notice from the Administrative Office and prior to binding coverage.
5. **In Minnesota, the reference to *Basic Manual* in Item 5 refers to the *Minnesota Basic Manual*.**

**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. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.



**90-DAY REPORTING REQUIREMENT–NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. 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. 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.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

**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.

**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.

**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 2019. 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” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, 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, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar 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 occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
  - a.
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.

**Schedule**

**State**

**Rate**

**Premium**

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.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

**Note:**

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

**Schedule**

<b>State(s)</b>	<b>Basis of Audit Noncompliance Charge</b>	<b>Maximum Audit Noncompliance Charge Multiplier</b>
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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

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

This endorsement is added to Part Five— Premium of the policy.

The Premium for the policy is adjusted by an experience rating factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

**Notes:**

1. The anniversary rating date rule is explained under Rule 4 of the ***Minnesota Experience Rating Plan 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. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.

Effective January 1, 2019

### 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 occupational disease rates for employers subject to the Federal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions
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
  - Net aggregate loss factor

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 judgements, 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, as applicable:

- Resulting from the nonratable element codes
  - For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
  - Resulting from the application of catastrophe provisions
  - Reported as fully fraudulent
  - Reported as noncompensable
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

Effective January 1, 2019

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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.



Effective January 1, 2019

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.

	<b>50%</b>	<b>100%</b>	<b>150%</b>
Estimated Standard Premium:	\$ _____	\$ _____	\$ _____
Basic Premium Factor:	_____	_____	_____

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.

Effective January 1, 2019

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd

Effective January 1, 2019

### 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 occupational disease rates for employers subject to the Federal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions
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
  - Net aggregate loss factor

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 judgements, 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, as applicable:

  - Resulting from the nonratable element codes
  - For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
  - Resulting from the application of catastrophe provisions
  - Reported as fully fraudulent
  - Reported as noncompensable
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 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

Effective January 1, 2019

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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**

Effective January 1, 2019

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 \_\_\_\_\_

Effective January 1, 2019

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.

	<b>50%</b>	<b>100%</b>	<b>150%</b>
Estimated Standard Premium:	\$ _____	\$ _____	\$ _____
Basic Premium Factor:	_____	_____	_____

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

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd

Effective January 1, 2019

## 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 occupational disease rates for employers subject to the Federal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions
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
  - Net aggregate loss factor

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 judgements, 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, as applicable:

- Resulting from the nonratable element codes
  - For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
  - Resulting from the application of catastrophe provisions
  - Reported as fully fraudulent
  - Reported as noncompensable
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.

Effective January 1, 2019

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### **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



Effective January 1, 2019

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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

Effective January 1, 2019

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.

	50%	100%	150%
Estimated Standard Premium:	\$ _____	\$ _____	\$ _____
Basic Premium Factor:	_____	_____	_____

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

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other Than "F" Classes)	Federal ("F" Classes Only)	State (Other Than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd

**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 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:

<b>State</b>	<b>Excess Loss Premium Factor</b>	<b>Effective Date</b>
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2. Retrospective Development Premium does not apply in these states:

3. The Retrospective Development Factors are changed as follows:

<b>State</b>	<b>Retrospective Development Factors</b>			<b>Effective Date</b>
	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	

4. The Tax Multiplier is changed as follows:

<b>State</b>	<b>Tax Multiplier</b>		<b>Effective Date</b>
	<b>State (Other than "F" Classes)</b>	<b>Federal ("F" Classes) Only)</b>	

**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 RATING PLAN PREMIUM ENDORSEMENT NONRATABLE CATASTROPHE ELEMENT OR SURCHARGE**

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 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.
- 3. 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.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 05 10 B**  
(Ed. 01-15)

**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.

Effective January 1, 2019

### 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 occupational disease rates for employers subject to the Federal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions
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
  - Net aggregate loss factor

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 and 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.

Effective January 1, 2019

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

- Resulting from the nonratable element codes
  - For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
  - Resulting from the application of catastrophe provisions
  - Reported as fully fraudulent
  - Reported as noncompensable
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.



Effective January 1, 2019

- 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

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

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Effective January 1, 2019

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.

Coverage

Limit of Liability

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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 \$ \_\_\_\_\_

Effective January 1, 2019

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  State	Excess Loss Premium Factors		Tax Multiplier	
	Workers Compensation and Employers Liability		Workers Compensation and Employers Liability	
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)

Effective January 1, 2019

11.B	Excess Loss Premium Factors			Tax Multiplier		
State	General Liability	Automobile Liability	Automobile Physical Damage	General Liability	Automobile Liability	Automobile Physical Damage

12.A	Retrospective Development Factors		
State	Workers Compensation and Employers Liability		
	1st	2nd	3rd

12.B	Retrospective Development Factors							
State	General Liability				Automobile Liability			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th

Effective January 1, 2019

### 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 occupational disease rates for employers subject to the Federal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions
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
  - Net aggregate loss factor

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 and 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.

Effective January 1, 2019

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

- Resulting from the nonratable element codes
  - For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
  - Resulting from the application of catastrophe provisions
  - Reported as fully fraudulent
  - Reported as noncompensable
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

Effective January 1, 2019

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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

Effective January 1, 2019

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

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- 2. The retrospective rating plan does not apply to the premium for policies

in the states of

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- 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.

Coverage

Limit of Liability

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Effective January 1, 2019

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 \$ \_\_\_\_\_

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.

	<b>50%</b>	<b>100%</b>	<b>150%</b>
Estimated Standard Premium:	\$ _____	\$ _____	\$ _____
Basic Premium Factor:	_____	_____	_____

Effective January 1, 2019

TABLE OF STATES

11.A	Excess Loss Premium Factors		Tax Multiplier	
State	Workers Compensation and Employers Liability		Workers Compensation and Employers Liability	
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)

11.B	Excess Loss Premium Factors			Tax Multiplier		
State	General Liability	Automobile Liability	Automobile Physical Damage	General Liability	Automobile Liability	Automobile Physical Damage

12.A	Retrospective Development Factors		
State	Workers Compensation and Employers Liability		
	1st	2nd	3rd

12.B	Retrospective Development Factors							
State	General Liability				Automobile Liability			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th

Effective January 1, 2019

12.B	Retrospective Development Factors							
	General Liability				Automobile Liability			
State	1st	2nd	3rd	4th	1st	2nd	3rd	4th

Effective January 1, 2019

## RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION PROJECT—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 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 occupational disease rates for employers subject to the Federal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions
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
  - Net aggregate loss factor

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 and 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

Effective January 1, 2019

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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, as applicable:

- Resulting from the nonratable element codes
  - For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
  - Resulting from the application of catastrophe provisions
  - Reported as fully fraudulent
  - Reported as noncompensable
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.

Effective January 1, 2019

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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

Effective January 1, 2019

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.

Coverage

Limit of Liability

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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.

Effective January 1, 2019

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 \$ _____
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:	_____	_____	_____



Effective January 1, 2019

TABLE OF STATES

11.A	Excess Loss Premium Factors		Tax Multiplier	
State	Workers Compensation and Employers Liability		Workers Compensation and Employers Liability	
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)

11.B	Excess Loss Premium Factors			Tax Multiplier		
State	General Liability	Automobile Liability	Automobile Physical Damage	General Liability	Automobile Liability	Automobile Physical Damage

12.A	Retrospective Development Factors		
State	Workers Compensation and Employers Liability		
	1st	2nd	3rd

12.B	Retrospective Development Factors							
State	General Liability				Automobile Liability			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th

Effective January 1, 2019

12.B	Retrospective Development Factors							
	General Liability				Automobile Liability			
State	1st	2nd	3rd	4th	1st	2nd	3rd	4th

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT FLEXIBILITY OPTIONS**

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. Incurred 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.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**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.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

**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. Cancellation, 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. Cancellation, 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

<b>State</b>	<b>Indemnity and Medical Deductible Amount</b>	<b>Medical Deductible Amount</b>	<b>Indemnity Deductible Amount</b>
--------------	--	--	--

**Note:**

This endorsement is used to show the type and amount of a deductible.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

5th Reprint

Issued July 1, 2011

POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE

Carrier Name/NCCI Carrier Code \_\_\_\_\_
Insured's Name \_\_\_\_\_
Federal ID No. \_\_\_\_\_
Insured's Address \_\_\_\_\_

Policy Number Policy Effective Date Policy Expiration Date

Termination/Cancellation/Nonrenewal

The coverage provided by the policy number shown above is being \_\_\_\_\_ nonrenewed or \_\_\_\_\_ terminated/cancelled, \_\_\_\_\_ flat, \_\_\_\_\_ pro rata, or \_\_\_\_\_ short rate, effective \_\_\_\_\_ 12:01 a.m. standard time at the insured's mailing address for the following reason(s):

Reinstatement

The coverage provided by the policy number shown above and previously nonrenewed, cancelled, or scheduled for cancellation is being reinstated effective \_\_\_\_\_ 12:01 a.m. standard time at the insured's mailing address.

Issue Date \_\_\_\_\_

Issuing Office \_\_\_\_\_

Producer's Name \_\_\_\_\_

Date Stamp
(For NCCI use only):

Notes:

- 1. If a member of a carrier group, report the name of the specific carrier within the group providing the coverage and the NCCI carrier code identifying the specific carrier.
2. If not a member of a carrier group, report the carrier name and the NCCI carrier code.
3. See manual note pages for special state provisions concerning effective date of notice. In Minnesota, carriers should refer to Minn. Stat. §§ 60A.36 governing midterm cancellations and 60A.37 governing notice of nonrenewal of a policy.
4. The effective date of a nonrenewal must be that of the policy expiration date. The "reason" should be shown as "nonrenewal" and may, at the insurer's option or as required by statute, list specific reasons for the nonrenewal.

**MINNESOTA AMENDATORY ENDORSEMENT**

This endorsement applies only to the insurance provided because Minnesota is shown in Item 3.A. of the Information Page.

**PART TWO—EMPLOYERS LIABILITY INSURANCE****E. We Will Also Pay** is amended to read:

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. Your share of pre- or postjudgement interest assuming that the principal amount of that judgement is within the applicable policy limits under this insurance; and
5. Expenses we incur.

**H. Recovery From Others** is amended to read:

Our ability to exercise your rights to recover our payment from anyone liable for injury covered by this insurance does not apply if that other person is insured for the same loss by us. This limitation applies only if the loss was caused by the nonintentional acts of the person against whom subrogation is sought.

**PART FIVE—PREMIUM****G. Audit** is amended to read:

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, except as it pertains to Part Two—Employer's Liability Insurance which shall be one year. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**DEFINITIONS**

As used in this policy "rate service organization" shall mean the Minnesota Workers' Compensation Insurers Association, Inc.

INFORMATION PAGE

**USE OF THIS INFORMATION PAGE IS OPTIONAL**

**THIS INFORMATION PAGE IS DESIGNED FOR FILING PROOF OF COVERAGE WITH THE MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY. FORM WC 00 00 01 IS THE INFORMATION PAGE A CARRIER MAY USE ON ISSUED POLICIES BUT MAY NOT USE FOR FILING SUCH PROOF OF COVERAGE.**

Insurer: \_\_\_\_\_ POLICY NO. \_\_\_\_\_

Insurer office issuing policy: \_\_\_\_\_

Type of action:  New Policy  Correction  Binder  Reinstatement  Expiration  Cancellation  Termination  
 Other \_\_\_\_\_

1. The insured:  Individual  Partnership  Corporation or \_\_\_\_\_

Mailing address:

As applicable list each doing business as (d/b/a), owner or partner, or general partner if insured is a limited partnership:

Federal employee identification no. (FEIN) \_\_\_\_\_ Unemployment account no. (IU) \_\_\_\_\_

Other working place 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:

E. Type, reason and effective date of cancellation, if applicable:

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	Per Rate \$100 of Remuneration	Estimated Annual
		Total Estimated Annual Premium \$		

Minimum Premium \$ \_\_\_\_\_ Expense Constant \$ \_\_\_\_\_

Countersigned by \_\_\_\_\_

Notes:

1. Minnesota Rules 5222.2001 provide that if an insurer wishes to file the policy declaration sheet with the Department of Labor and Industry to comply with its statutory obligations to file proof of coverage, the policy declaration sheet must contain certain information. This form complies with the requirements of that regulation and may be used for that purpose.



**MINNESOTA COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M. standard time, forms a part of  
(Date)

Policy No. \_\_\_\_\_ of the \_\_\_\_\_  
(Name of Insurance Company)

Issued to: \_\_\_\_\_

Endorsement No. \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

Under Part Six – Conditions, the following condition is added:

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain unchanged.

**MINNESOTA INDEPENDENT CONTRACTORS  
COVERAGE ENDORSEMENT**

The following spaces preceded by an asterisk (\*) need not be completed if this endorsement and the policy have same inception date and this endorsement is issued at time of policy preparation.

---

ATTACHED TO AND FORMING PART OF POLICY NO.	*EFFECTIVE DATE OF ENDORSEMENT	*ISSUED TO
---	-----------------------------------	------------

---

This endorsement applies only to PART ONE (Workers Compensation) of this policy because Minnesota is shown in Item 3.A. of the Information Page and if the accident or illness is covered by the Minnesota Workers Compensation Law.

Each independent contractor described in the Schedule below has elected to be subject to the Workers Compensation Law of the State of Minnesota.

Additional premium is charged for each independent contractor shown in the Schedule. Additional premium is subject to PART FIVE (Premium) of this policy.

**SCHEDULE**

<b>Independent Contractor</b>	<b>Class</b>	<b>Description</b>	<b>Premium Basis</b>	<b>Rate</b>	<b>Minimum Premium</b>	<b>Estimated Annual Premium</b>
-------------------------------	--------------	--------------------	----------------------	-------------	------------------------	---------------------------------

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

Agency Name and Address

*In Witness Whereof*, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative

**MINNESOTA THIRD DEGREE OF KINDRED FAMILY MEMBER EXCLUSION ENDORSEMENT**

This policy does not cover bodily injury to any person described in the Schedule who is related within a third degree of kindred by blood or marriage to the listed executive officer of a closely-held corporation or manager of a limited liability company (LLC). This endorsement is not applicable to a parent, spouse, or child of such executive officer or LLC manager.

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 OF EXCLUDED FAMILY MEMBERS UNDER M.S. § 176.041 SUBD. 1(o) OR (t)**

Family Member	Relationship to Executive Officer or LLC Manager	Executive Officer or LLC Manager
---------------	---	----------------------------------

**Notes:**

1. This special state endorsement should be used to identify all individuals related by blood or marriage within the third degree of kindred (other than a parent, spouse, or child) to an officer of a closely held corporation or manager of a limited liability company that the executive officer or limited liability manager elect to exclude from coverage under Minnesota Statute 176.041 subd. 1(o) and 176.041 subd. 1(t).
2. To qualify for exclusion, these individuals must be related within the third degree of kindred by blood or marriage to an officer of a closely held corporation in accordance with M.S. § 176.041 subd. 1(o) or manager of a limited liability company in accordance with M.S. § 176.041 subd. 1(o) or 1(t) and have filed the appropriate exclusion form with the Minnesota Department of Labor & Industry. A copy of this written exclusion should be provided to the insuring carrier for their records. Persons qualified to exclude themselves from workers' compensation under the policy in accordance with these statutes should be listed on the schedule above.
3. This endorsement should not be used to list sole proprietors, partners, closely held officers or managers of a limited liability company who are automatically excluded from workers' compensation coverage according to Minnesota State 176.041.
4. This endorsement should not be used to list a parent, spouse, or child of a sole proprietor, partner, closely held officer or manager of a limited liability company who is automatically excluded from workers' compensation coverage according to Minnesota Statute 176.041.

### **MINNESOTA EMPLOYEE LEASING ENDORSEMENT**

This policy applies only with respect to leased employees provided to the client company identified below under an employee leasing arrangement. This policy does not provide coverage for employees that the leasing company leases to other client companies or for employees of the leasing company that are not leased to the client company.

As used in this endorsement, the following words and phrases are defined:

“Employee Leasing Arrangement” means an arrangement whereby an entity leases for a fee or other compensation any or all of its employees from another entity. Employee leasing arrangements include but are not limited to full service or long term leasing arrangements under which the leasing company provides employees to the client company and undertakes some of the employment responsibilities for those leased employees. An employee leasing arrangement does not include arrangements to provide temporary help services.

“Temporary Help Services” means a service under which an entity hires its own employees and assigns those employees to a client for a limited time [generally less than thirty (30) days] to address special circumstances, such as temporary skill shortages or temporary special assignments and projects.

“Client Company” means the entity who obtains any or all of its employees from another entity under an employee leasing arrangement and which is identified below and in Item 1 of the Information Page.

“Leasing Company” means the entity which leases employees to the client company under an employee leasing arrangement and which is identified in Item 1 of the Information Page.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the client company is the employer and is insured under this policy.

The insurance afforded by this endorsement is not intended to satisfy the client company's duty to secure its obligations under the workers compensation law for employees not covered by the employee leasing arrangement. We will not file evidence of this insurance on behalf of the client company with any governmental agency.

We will not ask any other insurer of the client company to share with us in a loss covered by this policy. Premium will be charged for employees leased to the client company.

The employee leasing company is the policyholder under this policy. If the policy is cancelled, the employee leasing company shall be responsible for notifying the client company. The cancellation of this policy shall not affect any rights and obligations of the leasing company with respect to any other workers compensation and employers liability policy issued to the leasing company.

A violation of Minnesota law governing employee leasing arrangements shall be considered fraud if that condition existed at the time you obtained the policy.

You agree that the employee leasing arrangement shall obligate the client company to comply with Part Four (Your Duty If Injury Occurs) and to recognize the right to defend under Part One and Part Two, our right to audit under Part Five, and to inspect under Part Six.

The experience of the employees leased to the client company shall be separately maintained.

## Schedule

**Name of Client:**

**Mailing Address:**

**Work Location Address(es):**

**Client's Federal Employers Identification Number (FEIN):**

**Client's Minnesota UI Number:**

**Note:**

Use this endorsement with a policy showing Minnesota in Item 3.A of the Information Page when the insured (leasing company) named in Item 1 of the Information Page obtains the policy to fulfill its obligation under a contractual agreement to provide insurance for workers compensation and employers liability claims made by employees leased to an entity (client company) named in the endorsement Schedule.

**MINNESOTA EXCLUSION OF COVERAGE FOR LEASED EMPLOYEES ENDORSEMENT  
(EMPLOYEE LEASING COMPANY)**

This policy does not provide coverage for employees that you, as a leasing company, lease to another entity under an employee leasing arrangement.

**Note:**

Use this endorsement to specifically exclude coverage on the employee leasing company's policy for any employees insured under a separate policy covering employees leased to a client company. In Minnesota, entities providing employee leasing arrangements to client companies must obtain a separate policy for each client that includes the Minnesota Employee Leasing Endorsement WC 22 03 04.

**MINNESOTA ALTERNATE EMPLOYER ENDORSEMENT**  
**[EXCLUDING EMPLOYERS LIABILITY COVERAGE]**

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.

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

- |   | Address |
|---|---------|
| 1. Alternate Employer                       |         |
| 2. State of Special or Temporary Employment |         |
| 3. Contract or Project                      |         |

**MINNESOTA CONTRACTING PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT**

The premium for the policy may be adjusted by a Minnesota Contracting Premium Adjustment Program policy credit factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the policy credit factor after it is calculated.

**Notes:**

1. Attach this endorsement to a policy showing Minnesota in Item 3.A. of the Information Page when an insured's policy credit factor is not available when the policy is issued.
2. An appropriate typewritten entry may be made in Item 4 of the Information Page instead of using this endorsement.
3. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.
4. Copies of the MCPAP application are available from the Minnesota Workers' Compensation Insurers Association, Inc. or may be obtained online at [www.mwcia.org](http://www.mwcia.org).



First Reprint

Effective January 1, 2002

MINNESOTA POLICY CHANGE ENDORSEMENT

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS

--	--

Policy No.:

Policy Effective:

Endorsements Changed:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Insured's Name (WC 22 06 02)</li> <li><input type="checkbox"/> Policy Number (WC 22 06 03)</li> <li><input type="checkbox"/> Effective Date (WC 22 06 04)</li> <li><input type="checkbox"/> Expiration Date (WC 22 06 05)</li> <li><input type="checkbox"/> Insured's Mailing Address (WC 22 06 06)</li> <li><input type="checkbox"/> Experience Modification (WC 22 06 07)</li> <li><input type="checkbox"/> Producer's Name (WC 22 06 08)</li> <li><input type="checkbox"/> Change in Workplace of Insured (WC 22 06 09)</li> <li><input type="checkbox"/> Insured's Legal Status (WC 22 06 10)</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Item 3.A. States (WC 22 06 11)</li> <li><input type="checkbox"/> Item 3.B. Limits (WC 22 06 12)</li> <li><input type="checkbox"/> Item 3.C. States (WC 22 06 13)</li> <li><input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 22 06 14)</li> <li><input type="checkbox"/> Item 4.* Class, Rate, Other (WC 22 06 15)</li> <li><input type="checkbox"/> Interim Adjustment of Premium (WC 22 06 16)</li> <li><input type="checkbox"/> Carrier Servicing Office (WC 22 06 17)</li> <li><input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 22 06 18)</li> <li><input type="checkbox"/> Carrier Number (WC 22 06 19)</li> </ul> |
|--|--|

Description of Change

\*Item 4. Class, Rate, Other:

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

Total Estimated Annual Premium \$

Minimum Premium \$

Deposit Premium \$

Change Effective date:

Consideration for Change, if any:

Countersigned by: \_\_\_\_\_

Notes:

1. Pursuant to Minn. Stat. § 60A.351, a policy may not be renewed at less favorable terms unless notice of new terms is given at least 60 days prior to the expiration date. Minnesota statutes 60A.351 generally requires insurers renewing a workers' compensation policy at less favorable terms to provide the insured with notice of the changes not less than 30 days prior to the expiration of the policy. For additional guidance please refer to Department of Commerce's annual filing Bulletin. That Bulletin is available by contacting the Minnesota Commerce Department or on the Web at [www.commerce.state.mn.us](http://www.commerce.state.mn.us).
2. The use of "Minnesota" in the endorsement title is optional.
3. This endorsement may be used in lieu of the endorsement forms listed above.

**MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT**

This endorsement applies only to the insurance provided because Minnesota is shown in Item 3.A. of the Information Page.

**Cancellation of a New Policy**

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving you notice at least 60 days before the effective date of cancellation.

**Cancellation of Other Policies**

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel **for one or more** of the following reasons:

1. Nonpayment of premium;
2. Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
3. An act or omission by you that substantially increases or changes the risk insured;
4. Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
5. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
6. Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise you that you have 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
7. A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
8. Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to your obtaining or continuing this policy. This item shall not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

If we cancel your policy for any of the reasons listed in (2) through (8), we will give notice at least 60 days before the effective date of cancellation.

**Notice of Cancellation**

Any notice of cancellation under this endorsement shall be in writing and shall be sent by first class mail or delivered to you and any agent, to the last mailing addresses known to us. A cancellation notice for nonpayment of premium must be sent at least 30 days before the actual date of cancellation and shall state the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation in the notice. A cancellation notice for some other reason shall state the specific reason for cancellation and shall state the effective date of cancellation. The policy will end on that date.

**Refunds Due You**

If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

**Nonrenewal of Your Policy**

Any notice of nonrenewal shall be in writing and shall be sent by first class mail, or delivered to you and any agent, to the last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this nonrenewal notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Requested or agreed not to renew this policy.

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

## Notes:

1. In order to conform each carriers' information page with other provisions of the Standard Workers' Compensation Policy, the Information Page must, at a minimum, comply with the sequence of Items 1 through 4 of WC 00 00 01 which may not be changed.
2. This endorsement conforms to the minimum notice requirements of Minnesota Statutes 60A.36, 60A.37 and 176.185, subd.1 and 1a. An insurer may modify this endorsement to provide for notice periods that exceed the statutory minimums.

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
INSURED'S NAME**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Insured's Name is changed to read:

**INSURED NAME**

**FEIN NUMBER**

**UI NUMBER**

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
POLICY NUMBER**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Policy Number is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
EFFECTIVE DATE**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Effective Date is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
EXPIRATION DATE**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Expiration Date is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
INSURED'S MAILING ADDRESS**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Insured's Mailing Address is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.



**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
EXPERIENCE MODIFICATION**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Experience Modification is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
PRODUCER'S NAME**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Producer's Name is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
CHANGE IN WORKPLACE OF INSURED**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Workplace of Insured is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
INSURED'S LEGAL STATUS**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Insured's Legal Status is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
ADD STATES**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

Item 3.A is changed to add the following states:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
EMPLOYER LIMITS**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

Item 3.B The Employer Limits is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

- 1. The use of "Minnesota" in the endorsement title is optional.
- 2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
CHANGE IN STATE**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

Item 3.C State is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
ENDORSEMENT NUMBERS**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

Item 3.D Endorsement Number is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.



First Reprint

Effective October 9, 2007

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
CLASS, RATE, OTHER CHANGE**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

Item 4. Class, Rate, Other:

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

Total Estimated Annual Premium \$

Minimum Premium \$

Deposit Premium \$

Change Effective Date:

Consideration for Change, if any:

Pursuant to Minn. Stat. § 60A.351, a policy may not be renewed at less favorable terms unless notice of new terms is given at least 30 days prior to the expiration date.

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

First Reprint

Effective October 9, 2007

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
INTERIM ADJUSTMENT OF PREMIUM**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

Interim Adjustment of Premium:

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

Total Estimated Annual Premium \$

Minimum Premium \$

Deposit Premium \$

Change Effective Date:

Consideration for Change, if any:

Pursuant to Minn. Stat. § 60A.351, a policy may not be renewed at less favorable terms unless notice of new terms is given at least 30 days prior to the expiration date.

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00.

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
CARRIER SERVICING OFFICE**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Carrier Servicing Office is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
INTERSTATE/INTRASTATE RISK ID NUMBER**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Interstate/Intrastate Risk ID Number is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

1. The use of "Minnesota" in the endorsement title is optional.
2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00

Original Printing

Effective January 1, 2002

**MINNESOTA POLICY INFORMATION PAGE ENDORSEMENT  
CARRIER NUMBER**

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

This endorsement effective on \_\_\_\_\_ at 12:01 a.m. standard time

For attachment to Policy No. \_\_\_\_\_

NCCI Carrier Code \_\_\_\_\_ Issued to \_\_\_\_\_

Policy Effective Date: \_\_\_\_\_ Policy Expiration Date: \_\_\_\_\_

Premium \_\_\_\_\_ (If any)

\_\_\_\_\_  
Authorized Representative

The Carrier Number is changed to read:

All other terms and conditions of this policy remain unchanged.

**Notes:**

- 1. The use of "Minnesota" in the endorsement title is optional.
- 2. This endorsement need not be used if the Insured elects to use the Policy Change Endorsement WC 22 06 00

**MINNESOTA ENTITY ADDRESS SCHEDULE**

POLICY NUMBER: \_\_\_\_\_

The following workplaces are covered on the policy: