

**State:** Missouri **Filing Company:** NCCI  
**TOI/Sub-TOI:** 16.0 Workers Compensation/16.0004 Standard WC  
**Product Name:** P-1411 Revisions to Forms Manual of Workers Compensation and Employers Liability Insurance  
**Project Name/Number:** /

## Filing at a Glance

Company: NCCI  
Product Name: P-1411 Revisions to Forms Manual of Workers Compensation and Employers Liability Insurance  
State: Missouri  
TOI: 16.0 Workers Compensation  
Sub-TOI: 16.0004 Standard WC  
Filing Type: Form  
Date Submitted: 09/20/2013  
SERFF Tr Num: NCCI-129200656  
SERFF Status: Closed-APPROVED  
State Tr Num: 114  
State Status: APPROVED  
Co Tr Num: P-1411 (LB)  
Effective Date: 01/01/2015  
Requested (New):  
Effective Date: 01/01/2015  
Requested (Renewal):  
Author(s): Lesley O'Brien, Alison Herwig, Frank Gnolfo, Dennis Kokulak, Robert Dalton, Lewis Lancaster, Michelle Baker  
Reviewer(s): Jon Meyer (PC) (primary), Patrick Lennon  
Disposition Date: 10/17/2013  
Disposition Status: APPROVED  
Effective Date (New): 01/01/2015  
Effective Date (Renewal): 01/01/2015  
State Filing Description:

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## General Information

Project Name: Status of Filing in Domicile:  
 Project Number: Domicile Status Comments:  
 Reference Organization: Reference Number:  
 Reference Title: Advisory Org. Circular:  
 Filing Status Changed: 10/17/2013  
 State Status Changed: 10/17/2013 Deemer Date:  
 Created By: Frank Gnolfo Submitted By: Frank Gnolfo  
 Corresponding Filing Tracking Number:  
 State TOI: 16.0 Workers Compensation State Sub-TOI: 16.0004 Standard WC

### Filing Description:

This item revises NCCI's Workers Compensation and Employers Liability Insurance Policy (Policy) as well as several national and state-specific endorsements in NCCI's Forms Manual of Workers Compensation and Employers Liability Insurance (Forms Manual).

Additionally, this item revises Forms Manual Rule 4 - Form/Endorsement Numbering System (General Information) to update the Policy and Information Page number references.

NOTE: No exhibit 7 for Missouri. Exhibit 8 is withdrawn and not placed in the Form Schedule tab. Only in Supporting Doc folder

## Company and Contact

### Filing Contact Information

Roy Wood, State Relations Executive roy\_wood@ncci.com  
 11430 Gravois Road 314-843-4001 [Phone]  
 Suite 310 314-842-3188 [FAX]  
 St. Louis, MO 63126

### Filing Company Information

NCCI	CoCode:	State of Domicile: Florida
901 Peninsula Corporate Circle	Group Code:	Company Type:
Boca Raton, FL 33487	Group Name:	State ID Number:
(561) 893-3186 ext. [Phone]	FEIN Number: 65-0439698	

## Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

## State Specific

NAIC Number: RO99985

Have you reviewed the General Instructions document? (yes/no)(General Instructions updated 9/14/07): Yes

If this is a rate filing, was rate data added on the rate/rule schedule? (yes/no): NO

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Patrick Lennon	10/17/2013	10/17/2013

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## Disposition

Disposition Date: 10/17/2013

Effective Date (New): 01/01/2015

Effective Date (Renewal): 01/01/2015

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Filing Memorandum	APPROVED	Yes
Supporting Document	Exhibits	APPROVED	Yes
Form	Rule 4 - Form/Endorsement Numbering System	APPROVED	Yes
Form	Workers Compensation and Employers Liability Insurance Policy, Part Two - Employers Liability Insurance	APPROVED	Yes
Form	Information Page Notes	APPROVED	Yes
Form	Federal Coal Mine Safety and Health Act Coverage Endorsement	APPROVED	Yes
Form	Outer Continental Shelf Land Acts Coverage Endorsement	APPROVED	Yes
Form	Maritime Coverage Endorsement	APPROVED	Yes
Form	Retrospective Rating Plan Premium Endorsement One-Year Plan	APPROVED	Yes
Form	Retrospective Rating Plan Premium Endorsement Three-Year Plan	APPROVED	Yes
Form	Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project	APPROVED	Yes

**SERFF Tracking #:**

NCCI-129200656

**State Tracking #:**

114

**Company Tracking #:**

P-1411 (LB)

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Form</b>	Retrospective Rating Plan Premium Endorsement Nonratable Catastrophe Element or Surcharge	APPROVED	Yes
<b>Form</b>	Retrospective Rating Plan Premium Endorsement One-Year Plan-Multiple Lines	APPROVED	Yes
<b>Form</b>	Retrospective Rating Plan Premium Endorsement Three-Year Plan - Multiple Lines	APPROVED	Yes
<b>Form</b>	Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project-Multiple Lines	APPROVED	Yes

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## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
1	APPROVED 10/17/2013	Rule 4 - Form/Endorsement Numbering System	NA	NA	OTH	Replaced	Previous Filing Number:	NA	0.000	1 MO Clean Pages P- 1411.pdf
							Replaced Form Number:	NA		
2	APPROVED 10/17/2013	Workers Compensation and Employers Liability Insurance Policy, Part Two - Employers Liability Insurance	WC 00 00 00 C	01/2015	END	Replaced	Previous Filing Number:	P-1408(A)	0.000	2 MO Clean Pages P- 1411.pdf
							Replaced Form Number:	WC 00 00 00 B		
3	APPROVED 10/17/2013	Information Page Notes	WC 00 00 01 B	01/2015	END	Replaced	Previous Filing Number:	P-1408(A)	0.000	3 MO Clean Pages P- 1411.pdf
							Replaced Form Number:	WC 00 00 01 A		
4	APPROVED 10/17/2013	Federal Coal Mine Safety and Health Act Coverage Endorsement	WC 00 01 02 B	01/2015	END	Replaced	Previous Filing Number:	P-1408(A)	0.000	4 MO Clean Pages P- 1411.pdf
							Replaced Form Number:	WC 00 01 02 A		
5	APPROVED 10/17/2013	Outer Continental Shelf Land Acts Coverage Endorsement	WC 00 01 09 C	01/2015	END	Replaced	Previous Filing Number:	P-1408(A)	0.000	5 MO Clean Pages P- 1411.pdf
							Replaced Form Number:	WC 00 01 09 B		
6	APPROVED 10/17/2013	Maritime Coverage Endorsement	WC 00 02 01 B	01/2015	END	Replaced	Previous Filing Number:	P-28	0.000	6 MO Clean Page P-1411.pdf
							Replaced Form Number:	WC 00 02 01 A		

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							Previous Filing Number:	Replaced Form Number:		
7	APPROVED 10/17/2013	Retrospective Rating Plan Premium Endorsement One-Year Plan	WC 00 05 03 C	01/2015	END	Replaced	Previous Filing Number: P-1407(A)	Replaced Form Number: WC 00 05 03 B	0.000	9 MO Clean Pages P-1411.pdf
8	APPROVED 10/17/2013	Retrospective Rating Plan Premium Endorsement Three-Year Plan	WC 00 05 04 C	01/2015	END	Replaced	Previous Filing Number: P-1407(A)	Replaced Form Number: WC 00 05 04 B	0.000	10 MO Clean Pages P-1411.pdf
9	APPROVED 10/17/2013	Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project	WC 00 05 05 C	01/2015	END	Replaced	Previous Filing Number: P-1407(A)	Replaced Form Number: WC 00 05 05 B	0.000	11 MO Clean Pages P-1411.pdf
10	APPROVED 10/17/2013	Retrospective Rating Plan Premium Endorsement Nonratable Catastrophe Element or Surcharge	WC 00 05 10 B	01/2015	END	Replaced	Previous Filing Number: P-1407(A)	Replaced Form Number: WC 00 05 10 A	0.000	12 MO Clean Pages P-1411.pdf
11	APPROVED 10/17/2013	Retrospective Rating Plan Premium Endorsement One-Year Plan-Multiple Lines	WC 00 05 12 C	01/2015	END	Replaced	Previous Filing Number: P-1407(A)	Replaced Form Number: WC 00 05 12 B	0.000	13 MO Clean Pages P-1411.pdf
12	APPROVED 10/17/2013	Retrospective Rating Plan Premium Endorsement Three-Year Plan - Multiple Lines	WC 00 05 13 C	01/2015	END	Replaced	Previous Filing Number: P-1407(A)	Replaced Form Number: WC 00 05 13 B	0.000	14 MO Clean Pages P-1411.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
13	APPROVED 10/17/2013	Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project-Multiple Lines	WC 00 05 14 C	01/2015	END	Replaced	Previous Filing Number: P-1407(A)	Replaced Form Number: WC 00 05 14 B	0.000	15 MO Clean Pages P-1411.pdf

#### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other



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.”

**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

STATE	CODE	STATE	CODE
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**

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

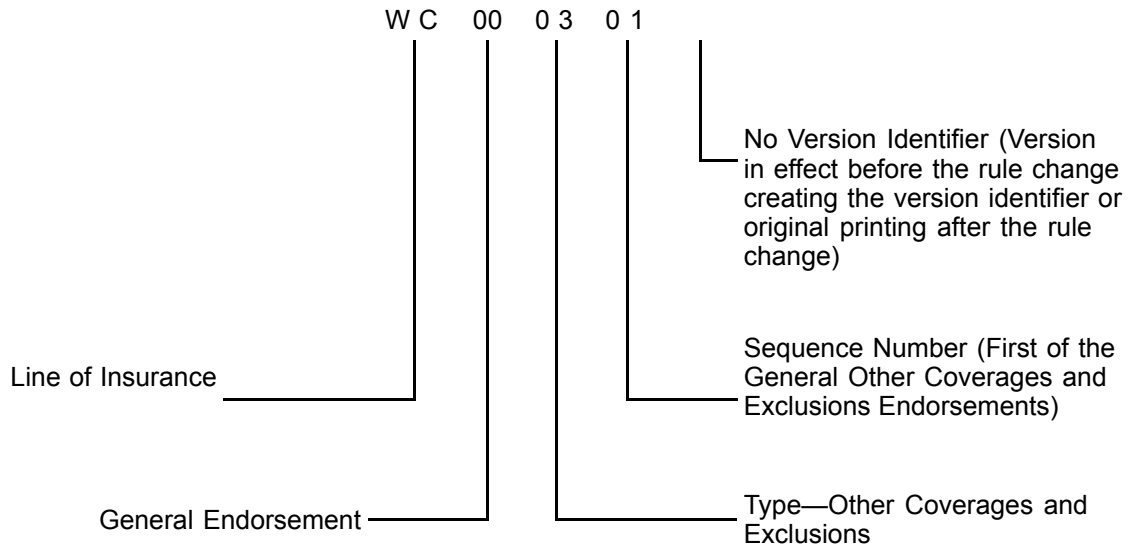
**D. Sequence Number**

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.

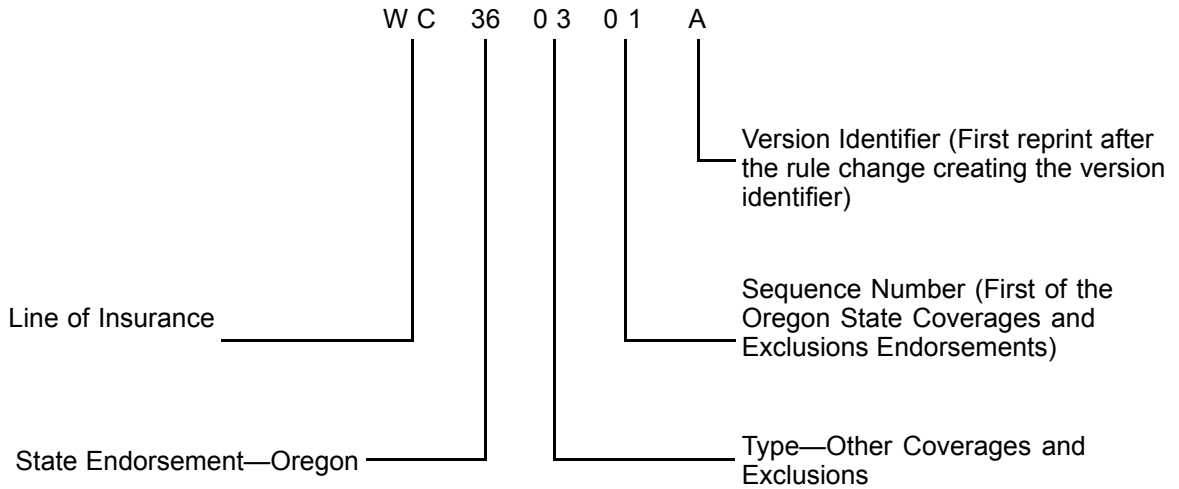
**E. Version Identifier**

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).

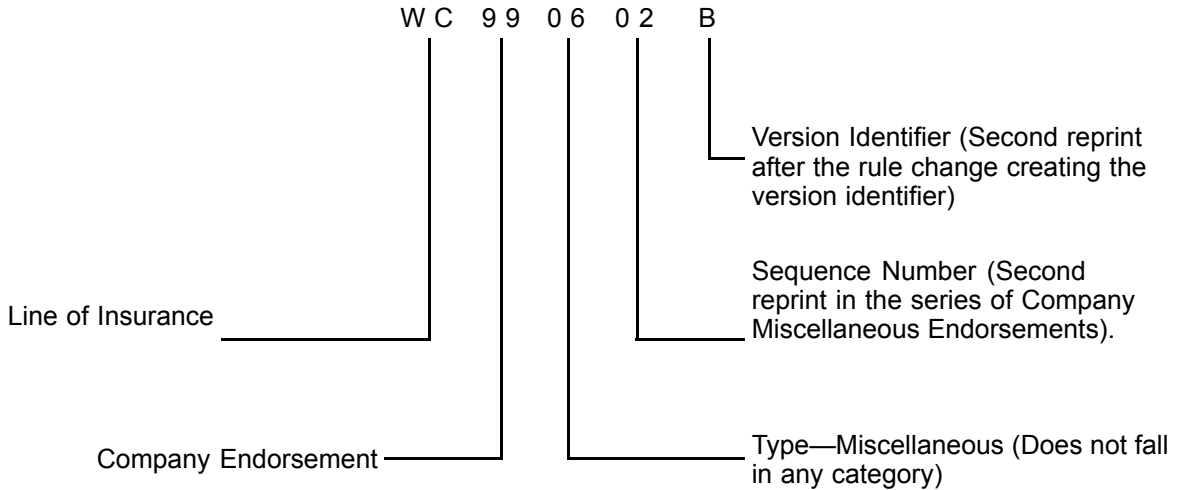
**ALTERNATE EMPLOYER ENDORSEMENT**



**OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT**



**X COMPANY MISCELLANEOUS ENDORSEMENT**



Effective January 1, 2015

## 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;

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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.

#### **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:

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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.

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### INFORMATION PAGE NOTES

1. The sequence of Items 1 through 4 of the Information Page may not be changed except for Item 3.D. (See Note 14.) The format of each item may be rearranged and these suggested headings may be used: 1. Insured; 2. Policy Period; 3. Coverage; and 4. Premium.
2. The name and the five-digit NCCI carrier code number of the insuring company is to be shown prominently on the Information Page in the space above Item 1.  
The address and type of insurer (stock, mutual, or other) are to be shown on the Information Page, the policy, or a policy jacket.
3. The policy number must be appropriately labeled and shown in space reserved above Item 1 on the Information Page. This number shall be unique to the company, shall not exceed 18 alphanumeric digits, and shall remain constant during the policy period. It shall be shown on all endorsements as well as all other policy-related correspondence after the policy is issued.  
If the policy number displayed on the Information Page contains a policy symbol consisting of alphanumeric digits that are not entered into the carrier's internal statistical records as part of the actual policy number, those symbols shall be shown as a separate prefix and/or suffix to the policy number and appropriately labeled.
4. On the bureau copy of a renewal policy Information Page, use space reserved above Item 1 to show and appropriately label the prior policy number. This number shall not exceed 18 alphanumeric digits. If the number displayed on the Information Page contains a policy symbol consisting of alphanumeric digits that are not entered into the carrier's internal statistical records as part of the actual policy number, those symbols shall be shown as a separate prefix and/or suffix to the policy number and appropriately labeled.  
New business may be designated "New." At its option, the company may show this on the insured's copy of the Information Page.
5. On the bureau copy of the Information Page, show the letters "AR" next to the title "Information Page" if the insured is an assigned risk.
6. Show in Item 1 the exact name of the employer insured and indicate whether the employer is an individual, partnership, joint venture, corporation, association, or other legal entity. If separate legal entities are insured in a single policy, consistent with the manual of rules, separately show the complete name of each insured employer and indicate each employer's legal entity status.
7. The Interstate/Intrastate Risk Identification number must be shown and appropriately labeled on the Information Page.
8. Reserve space in Item 1 of the bureau copy to show, if required, the insured's commonly required identification numbers such as: Arkansas Workers Compensation File Number; Hawaii Unemployment Number; New Mexico Unemployment Insurance Number; Oregon Contract Number; and State Employer Number.  
The company may also show this on the Information Page at its option.
9. List in Item 1 or by schedule all usual workplaces of the insured that are to be covered by the policy. Also include the respective Federal Employer's Identification Number (FEIN), appropriately labeled, for each entity included on the policy.
10. The effective date and hour of the policy, and its expiration date and hour, must be shown in Item 2. The hour may be included as part of the printed form at the company's option.
11. List in Item 3.A. states where workers compensation insurance is provided. If none is provided, "none" or "not covered" may be shown. See, for example, the notes to the Federal Mine Safety and Health Act Coverage Endorsement.
12. Show limits of liability separately for bodily injury by accident and by disease in Item 3.B.
13. States may be shown in Item 3.C. by name or by designation, but do not name or designate a state listed in Item 3.A., a monopolistic state fund state, or a state where the insurer will not provide this coverage.  
The following entry may also be included: "All states except North Dakota, Ohio, Washington, Wyoming, states designated in Item 3.A. of the Information Page and \_\_\_\_\_."  
If the company learns that the insured is conducting operations in a 3.C. state, and if the company agrees to continue coverage, the company should add that state to Item 3.A. and remove it from Item 3.C. Normal company procedures apply when the state is added to Item 3.A.
14. Item 3.D. may be omitted so long as the list of the policy's schedules and endorsements appears somewhere on the Information Page. Endorsements for which the company has not filed specimen copies with the rating bureau or bureaus having jurisdiction must be attached to the Information Page filed with the bureau.
15. The content of Item 4 may be rearranged by the company. If the policy is issued for less than one year, the company may state whether the premium information is shown for the policy period or for an annual period.



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16. In Item 4, the development of estimated annual premium shall be displayed separately for each classification by state. This same display of premium development must be shown on any classification schedules attached to the policy. Total Estimated Standard Premium must be shown by state on the Information Page or on a schedule attached to the policy.  
The experience rating modification factor shall be shown in Item 4 for risks subject to the experience rating plan, unless this factor is not available when the policy is issued. The company then may make an appropriate entry in Item 4 to show that the factor is not available. See the Experience Rating Modification Factor Endorsement for more information.
17. In those states where a schedule rating plan has been filed and approved, report the schedule rating information in Item 4, as required by the filed plan.
18. Premium discount may be shown in Item 4, the Premium Discount Endorsement, or both.
19. Taxes, assessments, deposit premium, interim adjustments of premium, the rating plan, past experience, cancellation of similar insurance, date and place of policy issuance, date and place of countersignature, and other related information may be shown in Item 4.
20. Three-year fixed-rate policies must be so designated on the Information Page as required by Rule 3-B-1-b of NCCI's **Basic Manual**. In Item 4, the company shall report the premium information either as Standard Premium or Total Standard Premium as defined in Rule 3-A-20 of NCCI's **Basic Manual**.
21. Other entries may be made on the Information Page as authorized by Notes to Endorsements, including: Anniversary Rating Date, Defense Base Act Coverage; Nonappropriated Fund Instrumentalities Act Coverage; Partners, Officers and Others Exclusion; Pending Rate Change; Sole Proprietors, Partners, Officers and Others Coverage; and Voluntary Compensation Maritime Coverage Endorsements.
22. The company may place the execution clause at the end of the Information Page, at the end of the standard policy, or on a policy jacket.

**State Workers Compensation Rating Bureau Information Page Notes:**

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

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

Refer to the *New York Manual* (Part Four) for complete instructions on policy issuance, including Information Page Notes for preparing New York policies. You may find the updated Information Page Notes for the *New York Manual* on <http://www.nycirb.org/>.

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

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### **FEDERAL MINE SAFETY AND HEALTH ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work in a state shown in the Schedule and subject to the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944). Part One (Workers Compensation Insurance) applies to that work as though that state were shown in Item 3.A. of the Information Page.

The definition of workers compensation law includes the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944) and any amendment to that law that is in effect during the policy period.

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

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

Schedule

State

Effective January 1, 2015

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### 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**

Effective January 1, 2015

### 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

*Effective January 1, 2015*

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Bodily Injury by Accident	\$ _____	each accident
Bodily Injury by Disease	\$ _____	aggregate

Effective January 1, 2015

### 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
  - Insurance charge

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

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

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on 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, 2015

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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, 2015

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, 2015

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, 2015

### 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
  - Insurance charge

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

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.
3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on 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, 2015

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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, 2015

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, 2015

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, 2015

## 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
  - Insurance charge

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

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.
3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on 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, 2015

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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, 2015

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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, 2015

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

*Effective January 1, 2015*

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**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

Effective January 1, 2015

### 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
  - Insurance charge

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

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

3. Incurred losses are all amounts we pay or estimate we will pay for losses 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, 2015

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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, 2015

- 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, 2015

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)

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

Effective January 1, 2015

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, 2015

### 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
  - Insurance charge

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

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

3. Incurred losses are all amounts we pay or estimate we will pay for losses 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, 2015

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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, 2015

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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

#### Schedule

Premium Subject to Retrospective Rating Plan, Loss Limitations, Loss Conversion Factors, State Tax Multipliers, Excess Loss Premium Factors, Retrospective Development Factors

Effective January 1, 2015

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

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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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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.

*Effective January 1, 2015*

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, 2015

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, 2015

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

Effective January 1, 2015

## 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
  - Insurance charge

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

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.
3. Incurred losses are all amounts we pay or estimate we will pay for losses 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, 2015

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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, 2015

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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

Schedule

Effective January 1, 2015

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

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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**

<hr/>	\$	<hr/>
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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, 2015

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.

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

Effective January 1, 2015

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, 2015

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

**State:** Missouri **Filing Company:** NCCI  
**TOI/Sub-TOI:** 16.0 Workers Compensation/16.0004 Standard WC  
**Product Name:** P-1411 Revisions to Forms Manual of Workers Compensation and Employers Liability Insurance  
**Project Name/Number:** /

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Filing Memorandum
<b>Comments:</b>	
<b>Attachment(s):</b>	Memorandum P-1411.pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	10/17/2013

<b>Satisfied - Item:</b>	Exhibits
<b>Comments:</b>	
<b>Attachment(s):</b>	P-1411 Exhibit 6.pdf P-1411 Exhibit 8.pdf P-1411 Exhibit 9.pdf P-1411 Exhibit 10.pdf P-1411 Exhibit 1.pdf P-1411 Exhibit 2.pdf P-1411 Exhibit 3.pdf P-1411 Exhibit 4.pdf P-1411 Exhibit 5.pdf P-1411 Exhibit 11.pdf P-1411 Exhibit 12.pdf P-1411 Exhibit 13.pdf P-1411 Exhibit 14.pdf P-1411 Exhibit 15.pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	10/17/2013

## FILING MEMORANDUM

### ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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#### PURPOSE

This item revises NCCI's Workers Compensation and Employers Liability Insurance Policy (Policy) as well as several national and state-specific endorsements in NCCI's *Forms Manual of Workers Compensation and Employers Liability Insurance (Forms Manual)*.

Additionally, this item revises *Forms Manual* Rule 4—Form/Endorsement Numbering System (General Information) to update the Policy and Information Page number references.

#### BACKGROUND

NCCI has identified the following items in the *Forms Manual* that require changes:

1. The Policy (WC 00 00 00 B) and several endorsements include references to the Federal Coal Mine Safety and Health Act. These references must be updated to conform with the name of the current Act, which is the Federal Mine Safety and Health Act (Act). The name of the current Act became effective with the enactment of the Federal Mine Safety and Health Act of 1977, which amended the Federal Coal Mine Health and Safety Act of 1969.
2. The formatting of certain statutory citations in the Policy form and a limited number of endorsements must be updated.
3. Revisions to the Policy (WC 00 00 00 B) and Maritime Coverage Endorsement (WC 00 02 01 A) must be made as a result of a United States Supreme Court decision (*Atlantic Sounding Co., Inc. et al. v. Townsend, 557 U.S. 404, 2009*), related to punitive damages awarded for the employer's willful withholding of maintenance and cure.
  - The Policy, Part Two, C.10, excludes bodily injury to a master or member of the crew of any vessel. This exclusion must be revised to also exclude punitive damages related to the policyholder's duty to provide transportation, wages, maintenance, and cure.
  - The Maritime Coverage Endorsement must be amended to add language that excludes punitive damages related to the employer's transportation, wages, maintenance, and cure obligation, regardless of whether premium is paid for such coverage.
4. As a result of the proposal to discontinue the per passenger seat surcharge in Item B-1426—Update Federal Mine Safety and Health Act References; Discontinue per Passenger Seat Surcharge; Exclude Fraudulent and/or Noncompensable Losses From Incurred Losses, effective January 1, 2015, references to the per passenger seat surcharge must be removed from several endorsements, and the Aircraft Premium Endorsement (WC 00 04 01 A) must be withdrawn. Currently, the per passenger seat surcharge is applied to policies with Code 7421—Aircraft or Helicopter Operation—Transportation of Personnel in Conduct of Employer's Business—Flying Crew. The Aircraft Premium Endorsement is attached to policies with Code 7421 and shows the additional premium required for Code 7421 resulting from the application of the per passenger seat surcharge.
5. As a result of the proposal to revise the definition of incurred losses used for retrospective rating in Item B-1426—Update Federal Mine Safety and Health Act References; Discontinue per Passenger Seat Surcharge; Exclude Fraudulent and/or Noncompensable Losses From Incurred Losses, effective

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**FILING MEMORANDUM**

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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January 1, 2015, references in several national and state-specific endorsements are being revised to be consistent with the rule.

6. A minor grammatical revision is necessary on several national and state-specific endorsements that are used on retrospectively rated multiline policies; the word “for” is replaced by “and.”
7. The Policy number reference currently included in Rule 4 must be revised to include the updated Policy number. In addition, the endorsement number reference included in the Rhode Island Short Rate Cancellation Endorsement must be removed to avoid the need to update this information due to future revisions.

**PROPOSAL**

This item revises the Policy, endorsements, and Rule 4, located in NCCI’s *Forms Manual*.

This item is being filed in conjunction with Item B-1426. Item B-1426 proposes to revise Act references included in rules from various NCCI manuals, discontinue the per passenger seat surcharge, and exclude fully fraudulent and/or noncompensable claims from the definition of incurred losses used for retrospective rating. Items B-1426 and P-1411 should be adopted concurrently.

**IMPACT**

No premium impact is expected as a result of the proposed updates to NCCI’s *Forms Manual*.

**EXHIBIT COMMENTS AND IMPLEMENTATION SUMMARY**

In all states except Hawaii, this item is to become effective for new and renewal policies effective on and after 12:01 a.m. on January 1, 2015.

In Hawaii, the effective date is determined upon regulatory approval of the individual carrier’s election to adopt this change.

Exhibit	Current Endorsement Number and Name	Revised Endorsement Number
1	Rule 4—Form/Endorsement Numbering System	N/A
2	<ul style="list-style-type: none"> <li>• WC 00 00 00 B—Workers Compensation and Employers Liability Insurance Policy, Part Two—Employers Liability Insurance</li> <li>• The entire Workers Compensation and Employers Liability Insurance Policy (WC 00 00 00 B) is proposed to be revised</li> <li>• While only Part Two of the Policy requires an update, all of the parts of the Policy require a revision to the number, becoming the “C” version (WC 00 00 00 C)</li> </ul>	WC 00 00 00 C
3	WC 00 00 01 A—Information Page Notes	WC 00 00 01 B

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**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
 EMPLOYERS LIABILITY INSURANCE**

<b>Exhibit</b>	<b>Current Endorsement Number and Name</b>	<b>Revised Endorsement Number</b>
4	WC 00 01 02 A—Federal Coal Mine Safety and Health Act Coverage Endorsement	WC 00 01 02 B
5	WC 00 01 09 B—Outer Continental Shelf Lands Act Coverage Endorsement	WC 00 01 09 C
6	WC 00 02 01 A—Maritime Coverage Endorsement	WC 00 02 01 B
7	WC 00 04 01—Aircraft Premium Endorsement	N/A
8	WC 00 04 01 A—Aircraft Premium Endorsement	N/A
9	<ul style="list-style-type: none"> <li>• WC 00 05 03 B—Retrospective Rating Plan Premium Endorsement One-Year Plan</li> <li>• Refer to Exhibit 16 for state-specific endorsements for AK, FL, GA, LA, TX</li> </ul>	WC 00 05 03 C
10	<ul style="list-style-type: none"> <li>• WC 00 05 04 B—Retrospective Rating Plan Premium Endorsement Three-Year Plan</li> <li>• Refer to Exhibit 17 for state-specific endorsements for AK, GA, LA, TX</li> </ul>	WC 00 05 04 C
11	<ul style="list-style-type: none"> <li>• WC 00 05 05 B—Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project</li> <li>• Refer to Exhibit 18 for state-specific endorsements for AK, GA, LA, TX</li> </ul>	WC 00 05 05 C
12	<ul style="list-style-type: none"> <li>• WC 00 05 10 A—Retrospective Rating Plan Premium Endorsement Nonratable Catastrophe Element or Surcharge</li> <li>• Refer to Exhibit 19 for a state-specific endorsement for TX</li> </ul>	WC 00 05 10 B
13	<ul style="list-style-type: none"> <li>• WC 00 05 12 B—Retrospective Rating Plan Premium Endorsement One-Year Plan—Multiple Lines</li> <li>• Refer to Exhibit 17 for a state-specific endorsement for FL</li> <li>• Refer to Exhibit 19 for state-specific endorsements for AK, GA, LA</li> <li>• Refer to Exhibit 20 for a state-specific endorsement for TX</li> </ul>	WC 00 05 12 C
14	<ul style="list-style-type: none"> <li>• WC 00 05 13 B—Retrospective Rating Plan Premium Endorsement Three-Year Plan—Multiple Lines</li> <li>• Refer to Exhibit 20 for state-specific endorsements for AK, GA, LA</li> <li>• Refer to Exhibit 21 for a state-specific endorsement for TX</li> </ul>	WC 00 05 13 C
15	<ul style="list-style-type: none"> <li>• WC 00 05 14 B—Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project—Multiple Lines</li> <li>• Refer to Exhibit 21 for state-specific endorsements for AK, GA, LA</li> <li>• Refer to Exhibit 22 for a state-specific endorsement for TX</li> </ul>	WC 00 05 14 C

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**FILING MEMORANDUM**

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
 EMPLOYERS LIABILITY INSURANCE**

<b>Exhibit</b>	<b>Current Endorsement Number and Name</b>	<b>Revised Endorsement Number</b>
16	WC 09 05 03—Florida Retrospective Rating Plan Premium Endorsement One-Year Plan	WC 09 05 03 A
	WC 10 05 01—Georgia Retrospective Rating Plan Premium Endorsement One-Year Plan	WC 10 05 01 A
	WC 15 04 03 E—Kansas Assigned Risk Retrospective Rating Plan Endorsement	WC 15 04 03 F
	WC 17 05 01 A—Louisiana Retrospective Rating Plan Premium Endorsement One-Year Plan	WC 17 05 01 B
	WC 38 04 01 A—Rhode Island Short Rate Cancellation Endorsement	WC 38 04 01 B
	WC 42 05 03 A—Texas Retrospective Rating Plan Premium Endorsement One-Year Plan	WC 42 05 03 B
	WC 48 05 07—(Wisconsin) Retrospective Premium Endorsement Large Risk Alternative Rating Option	WC 48 05 07 A
	WC 54 05 01—Alaska Retrospective Rating Plan Premium Endorsement One-Year Plan	WC 54 05 01 A
17	WC 09 05 04—Florida Retrospective Rating Plan Premium Endorsement One-Year Plan—Multiple Lines	WC 09 05 04 A
	WC 10 05 02—Georgia Retrospective Rating Plan Premium Endorsement Three-Year Plan	WC 10 05 02 A
	WC 17 05 02 A—Louisiana Retrospective Rating Plan Premium Endorsement Three-Year Plan	WC 17 05 02 B
	WC 42 05 04 A—Texas Retrospective Rating Plan Premium Endorsement Three-Year Plan	WC 42 05 04 B
	WC 54 05 02—Alaska Retrospective Rating Plan Premium Endorsement Three-Year Plan	WC 54 05 02 A
18	WC 10 05 03—Georgia Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project	WC 10 05 03 A
	WC 17 05 03 A—Louisiana Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project	WC 17 05 03 B
	WC 42 05 05—Texas Retrospective Rating Plan Premium Endorsement Long-Term Construction Project	WC 42 05 05 A
	WC 54 05 03—Alaska Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project	WC 54 05 03 A

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**FILING MEMORANDUM**

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
 EMPLOYERS LIABILITY INSURANCE**

<b>Exhibit</b>	<b>Current Endorsement Number and Name</b>	<b>Revised Endorsement Number</b>
19	WC 10 05 04—Georgia Retrospective Rating Plan Premium Endorsement One-Year Plan—Multiple Lines	WC 10 05 04 A
	WC 17 05 04 A—Louisiana Retrospective Rating Plan Premium Endorsement One-Year Plan—Multiple Lines	WC 17 05 04 B
	WC 42 05 10—Texas Retrospective Rating Plan Premium Endorsement Nonratable Catastrophe Element or Surcharge	WC 42 05 10 A
	WC 54 05 04—Alaska Retrospective Rating Plan Premium Endorsement One-Year Plan—Multiple Lines	WC 54 05 04 A
20	WC 10 05 05—Georgia Retrospective Rating Plan Premium Endorsement Three-Year Plan—Multiple Lines	WC 10 05 05 A
	WC 17 05 05 A—Louisiana Retrospective Rating Plan Premium Endorsement Three-Year Plan—Multiple Lines	WC 17 05 05 B
	WC 42 05 12 A—Texas Retrospective Rating Plan Premium Endorsement One-Year Plan—Multiple Lines	WC 42 05 12 B
	WC 54 05 05—Alaska Retrospective Rating Plan Premium Endorsement Three-Year Plan—Multiple Lines	WC 54 05 05 A
21	WC 10 05 06—Georgia Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project—Multiple Lines	WC 10 05 06 A
	WC 17 05 06 A—Louisiana Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project—Multiple Lines	WC 17 05 06 B
	WC 42 05 13 A—Texas Retrospective Rating Plan Premium Endorsement Three-Year Plan—Multiple Lines	WC 42 05 13 B
	WC 54 05 06—Alaska Retrospective Rating Plan Premium Endorsement Wrap-Up Construction Project—Multiple Lines	WC 54 05 06 A
22	WC 42 05 14—Texas Retrospective Rating Plan Premium Endorsement Long-Term Construction Project—Multiple Lines	WC 42 05 14 A

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**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE****EXHIBIT 6****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
MARITIME COVERAGE ENDORSEMENT (WC 00 02 01 B)  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,  
MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)****MARITIME COVERAGE ENDORSEMENT (WC 00 02 01 ~~A~~ B)**

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. ~~B~~odily 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. ~~Y~~our 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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 6 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**MARITIME COVERAGE ENDORSEMENT (WC 00 02 01 B)**  
**(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 8**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
AIRCRAFT PREMIUM ENDORSEMENT (WC 00 04 01 A)  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, MD, ME, MS, MO, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

~~**AIRCRAFT PREMIUM ENDORSEMENT (WC 00 04 01 A)**~~

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

~~Schedule~~

<del>State</del>	<del>Aircraft</del>	<del>Passenger Seat Charge</del>	<del>Maximum Charge</del>	<del>Estimated Premium</del>
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**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 9**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN**  
**(WC 00 05 03 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,**  
**ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN (WC 00 05 03-B-C)**

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

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

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

**A. Retrospective Rating Plan Premium Standard Elements**

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
  - Premium discount
  - Expense constant
  - Premium resulting from the nonratable element codes
  - ~~Premium developed by the passenger seat surcharge under Classification Code 7421~~
  - Premium developed by the occupational disease rates for employers subject to the Federal ~~Coal~~ Mine Safety and Health Act
  - Premium developed by the catastrophe provisions ~~as outlined in our manuals~~
2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
  - General administration costs of the carrier
  - Cost of loss control services
  - Insurance charge

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

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

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgements, expenses to recover against third parties, and employers liability loss adjustment expenses. This



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 9 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN**  
**(WC 00 05 03 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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
  - ~~Developed by the passenger seat surcharge under Classification Code 7424~~
  - ~~For the disease-related portion of losses covered under Developed by the occupational disease rates for employers subject to the Federal Coal-Mine Safety and Health Act~~
  - ~~Developed by the~~ Resulting from the application of catastrophe provisions as outlined in our manuals
  - 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**

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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 9 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN**  
**(WC 00 05 03 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,**  
**ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 9 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN**

**(WC 00 05 03 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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.

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 9 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN**  
**(WC 00 05 03 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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

**TABLE OF STATES**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 10**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN**  
**(WC 00 05 04 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,**  
**ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN (WC 00 05 04-B-C)**

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

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

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

**A. Retrospective Rating Plan Premium Standard Elements**

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
  - Premium discount
  - Expense constant
  - Premium resulting from the nonratable element codes
  - ~~Premium developed by the passenger seat surcharge under Classification Code 7421~~
  - Premium developed by the occupational disease rates for employers subject to the Federal ~~Coal~~ Mine Safety and Health Act
  - Premium developed by the catastrophe provisions ~~as outlined in our manuals~~
2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
  - General administration costs of the carrier
  - Cost of loss control services
  - Insurance charge

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

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

3. Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgements, expenses to recover against third parties, and employers liability loss adjustment expenses. This

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 10 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN**  
**(WC 00 05 04 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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
  - ~~Developed by the passenger seat surcharge under Classification Code 7421~~
  - ~~For the disease-related portion of losses covered under Developed by the occupational disease rates for employers subject to the Federal Coal-Mine Safety and Health Act~~
  - ~~Developed by the~~ Resulting from the application of catastrophe provisions ~~as outlined in our manuals~~
  - 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**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 10 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN**  
**(WC 00 05 04 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,**  
**ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

---

**EXHIBIT 10 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN**

**(WC 00 05 04 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

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

1. If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement.
2. If the other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
3. If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be the standard premium for the rating period, increased pro rata to three years (1,095 days), and will include all of the applicable retrospective rating plan factors shown in the Schedule.
4. If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

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

The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to three years (1,095 days).

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

Schedule

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

2. Loss Limitation: \$ \_\_\_\_\_

3. Loss Conversion Factor \_\_\_\_\_

Minimum Retrospective Rating Plan Premium Factor

Maximum Retrospective Rating Plan Premium Factor \_\_\_\_\_  
\_\_\_\_\_



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 10 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN**  
**(WC 00 05 04 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 1**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RULES**  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)

**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-B-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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 1 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RULES**  
 (APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)

<b>STATE</b>	<b>CODE</b>	<b>STATE</b>	<b>CODE</b>
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**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 1 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RULES**

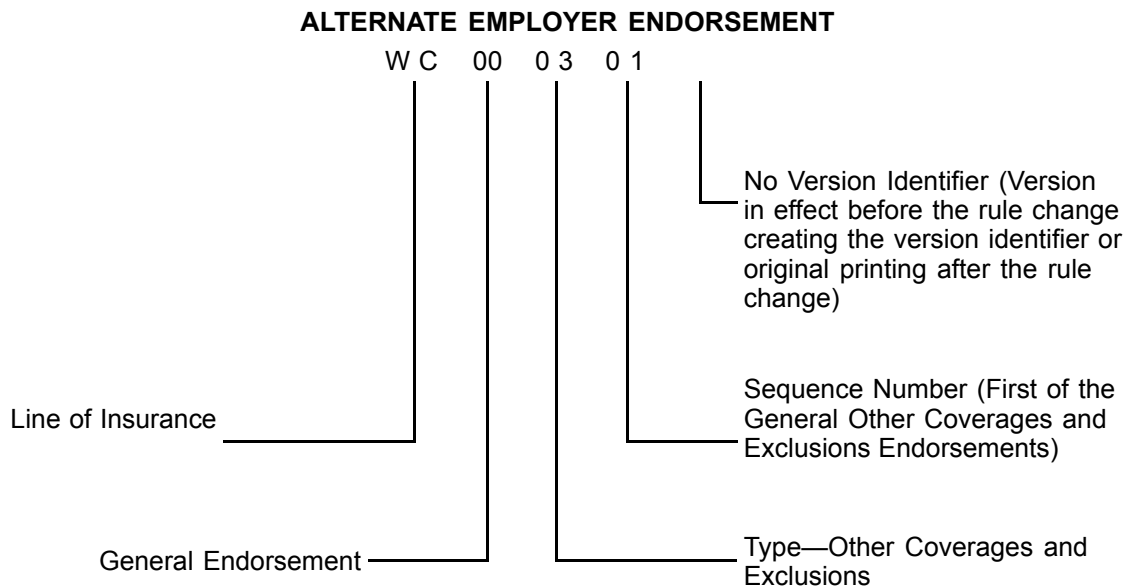
**(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**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).



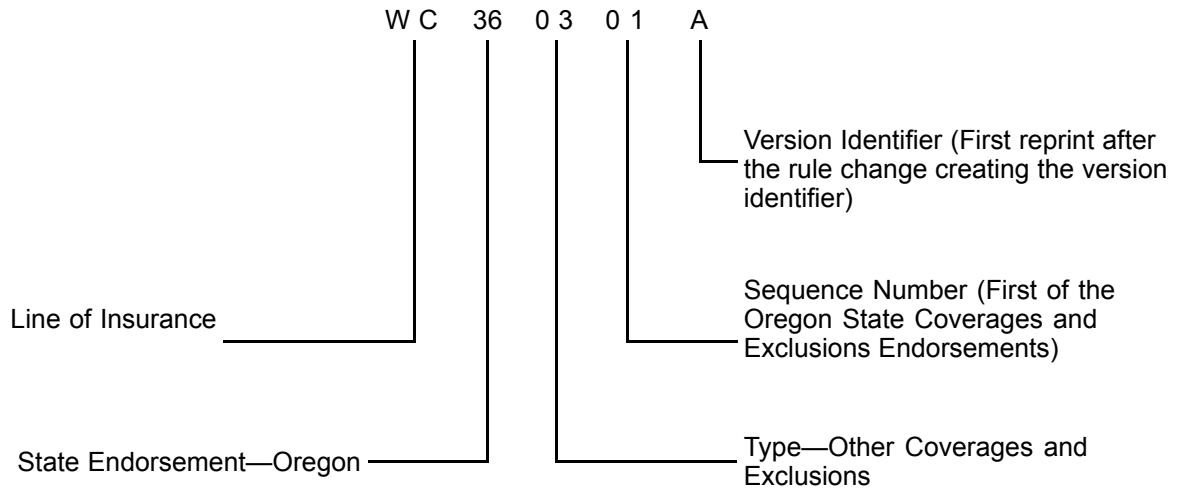
**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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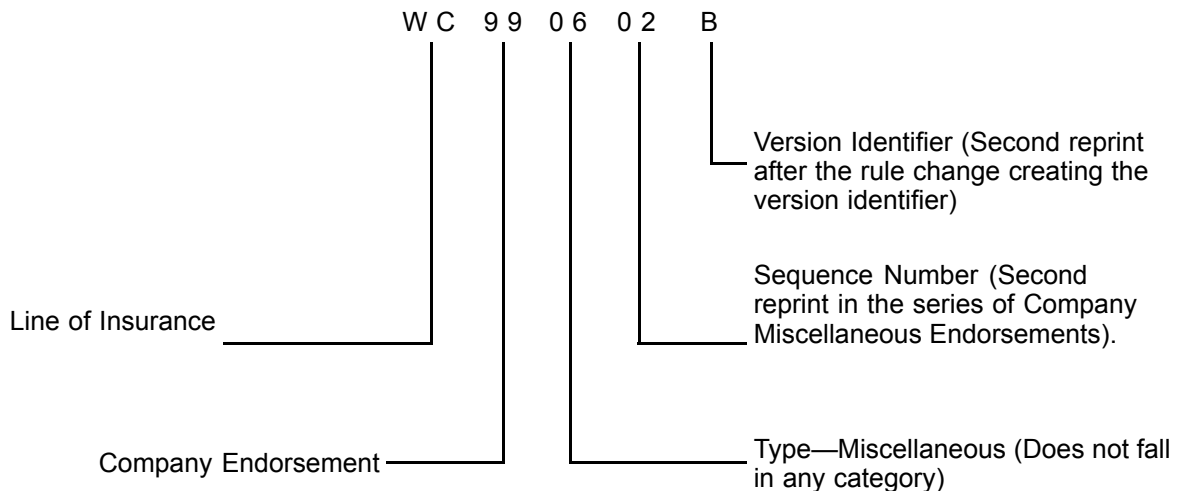
**EXHIBIT 1 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RULES**

(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)

**OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT**



**X COMPANY MISCELLANEOUS ENDORSEMENT**



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 2**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY, PART  
TWO—EMPLOYERS LIABILITY INSURANCE (WC 00 00 00 C)  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,  
MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**PART TWO—EMPLOYERS LIABILITY INSURANCE (WC 00 00 00-B-C)**

**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;

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 2 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY, PART  
TWO—EMPLOYERS LIABILITY INSURANCE (WC 00 00 00 C)  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,  
MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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.~~ ~~950~~), the Non-appropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 ~~et seq.~~ ~~8173~~), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 ~~et seq.~~ ~~1356a~~), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Coal Mine Safety and Health Act (30 U.S.C. Sections 801 ~~et seq.~~ and 901–944 ~~945~~), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 ~~et seq.~~ ~~60~~), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, 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.~~ ~~1872~~) 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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 2 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY, PART  
TWO—EMPLOYERS LIABILITY INSURANCE (WC 00 00 00 C)  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,  
MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**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.



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 3**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
INFORMATION PAGE NOTES (WC 00 00 01 B)**

**(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,  
MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**INFORMATION PAGE NOTES (WC 00 00 01 ~~A~~ B)**

1. The sequence of Items 1 through 4 of the Information Page may not be changed except for Item 3.D. (See Note 14.) The format of each item may be rearranged and these suggested headings may be used:  
1. Insured; 2. Policy Period; 3. Coverage; and 4. Premium.
2. The name and the five-digit NCCI carrier code number of the insuring company is to be shown prominently on the Information Page in the space above Item 1.

The address and type of insurer (stock, mutual, or other) are to be shown on the Information Page, the policy, or a policy jacket.

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

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

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

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

5. On the bureau copy of the Information Page, show the letters "AR" next to the title "Information Page" if the insured is an assigned risk.
6. Show in Item 1 the exact name of the employer insured and indicate whether the employer is an individual, partnership, joint venture, corporation, association, or other legal entity. If separate legal entities are insured in a single policy, consistent with the manual of rules, separately show the complete name of each insured employer and indicate each employer's legal entity status.
7. The Interstate/Intrastate Risk Identification number must be shown and appropriately labeled on the Information Page.
8. Reserve space in Item 1 of the bureau copy to show, if required, the insured's commonly required identification numbers such as: Arkansas Workers Compensation File Number; Hawaii Unemployment Number; New Mexico Unemployment Insurance Number; Oregon Contract Number; and State Employer Number.

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

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 3 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**INFORMATION PAGE NOTES (WC 00 00 01 B)**  
**(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

10. The effective date and hour of the policy, and its expiration date and hour, must be shown in Item 2. The hour may be included as part of the printed form at the company's option.
11. List in Item 3.A. states where workers compensation insurance is provided. If none is provided, "none" or "not covered" may be shown. See, for example, the notes to the Federal Coal-Mine Safety and Health Act Coverage Endorsement.
12. Show limits of liability separately for bodily injury by accident and by disease in Item 3.B.
13. States may be shown in Item 3.C. by name or by designation, but do not name or designate a state listed in Item 3.A., a monopolistic state fund state, or a state where the insurer will not provide this coverage.

The following entry may also be included: "All states except North Dakota, Ohio, Washington, Wyoming, states designated in Item 3.A. of the Information Page and \_\_\_\_\_."

If the company learns that the insured is conducting operations in a 3.C. state, and if the company agrees to continue coverage, the company should add that state to Item 3.A. and remove it from Item 3.C. Normal company procedures apply when the state is added to Item 3.A.

14. Item 3.D. may be omitted so long as the list of the policy's schedules and endorsements appears somewhere on the Information Page. Endorsements for which the company has not filed specimen copies with the rating bureau or bureaus having jurisdiction must be attached to the Information Page filed with the bureau.
15. The content of Item 4 may be rearranged by the company. If the policy is issued for less than one year, the company may state whether the premium information is shown for the policy period or for an annual period.
16. In Item 4, the development of estimated annual premium shall be displayed separately for each classification by state. This same display of premium development must be shown on any classification schedules attached to the policy. Total Estimated Standard Premium must be shown by state on the Information Page or on a schedule attached to the policy.

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

17. In those states where a schedule rating plan has been filed and approved, report the schedule rating information in Item 4, as required by the filed plan.
18. Premium discount may be shown in Item 4, the Premium Discount Endorsement, or both.
19. Taxes, assessments, deposit premium, interim adjustments of premium, the rating plan, past experience, cancellation of similar insurance, date and place of policy issuance, date and place of countersignature, and other related information may be shown in Item 4.
20. Three-year fixed-rate policies must be so designated on the Information Page as required by Rule 3-B-1-b of NCCI's *Basic Manual*. In Item 4, the company shall report the premium information either as Standard Premium or Total Standard Premium as defined in Rule 3-A-20 of NCCI's *Basic Manual*.
21. Other entries may be made on the Information Page as authorized by Notes to ~~Standard~~ Endorsements, including: Anniversary Rating Date, Defense Base Act Coverage; Nonappropriated Fund Instrumentalities Act Coverage; Partners, Officers and Others Exclusion; Pending Rate Change; Sole Proprietors, Partners, Officers and Others Coverage; and Voluntary Compensation Maritime Coverage Endorsements.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 3 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**INFORMATION PAGE NOTES (WC 00 00 01 B)**  
**(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,**  
**MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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

**State Workers Compensation Rating Bureau Information Page Notes:**

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

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

Refer to the *New York Manual* (Part Four) for complete instructions on policy issuance, including Information Page Notes for preparing New York policies. You may find the updated Information Page Notes for the *New York Manual* on <http://www.nycirb.org/>.

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 4**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
FEDERAL MINE SAFETY AND HEALTH ACT COVERAGE ENDORSEMENT (WC 00 01 02 B)  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,  
MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**FEDERAL ~~COAL~~-MINE SAFETY AND HEALTH ACT COVERAGE ENDORSEMENT (WC 00 01 02 ~~A~~ B)**

This endorsement applies only to work in a state shown in the Schedule and subject to the Federal ~~Coal~~-Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and ~~901-944-945~~). Part One (Workers Compensation Insurance) applies to that work as though that state were shown in Item 3.A. of the Information Page.

The definition of workers compensation law includes the Federal ~~Coal~~-Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and ~~901-944-945~~) and any amendment to that law that is in effect during the policy period.

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

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

Schedule

**State**

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 5**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT (WC 00 01 09 C)  
(APPLIES IN: AK, AL, AR, AZ, CO, CT, DC, FL, GA, HI, IA, ID, IL, KS, KY, LA, MD, ME, MS, MO,  
MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT (WC 00 01 09 ~~B~~ C)**

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. ~~—1356a~~). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

Schedule

**Description and Location of Work**

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 11****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT (WC 00 05 05 C)****(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)****RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION PROJECT  
(WC 00 05 05 ~~B~~ C)**

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

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

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

**A. Retrospective Rating Plan Premium Standard Elements**

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
  - Premium discount
  - Expense constant
  - Premium resulting from the nonratable element codes
  - ~~Premium developed by the passenger seat surcharge under Classification Code 7421~~
  - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions ~~as outlined in our manuals~~
2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
  - General administration costs of the carrier
  - Cost of loss control services
  - Insurance charge

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

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 11 (CONT'D)****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT (WC 00 05 05 C)****(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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
  - ~~Developed by the passenger seat surcharge under Classification Code 7421~~
  - ~~For the disease-related portion of losses covered under Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act~~
  - ~~Developed by the~~ Resulting from the application of catastrophe provisions as outlined in our manuals
  - 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.

**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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 11 (CONT'D)****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT (WC 00 05 05 C)****(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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**



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 11 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT (WC 00 05 05 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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

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

1. If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period of all insurance subject to this endorsement.
2. If other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
3. If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, plus the estimated standard premium from the end of the rating plan period to the estimated project completion date, and will include all of the applicable retrospective rating factors shown in the Schedule.
4. If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

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

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

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 11 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT (WC 00 05 05 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

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.

**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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 12**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT NONRATABLE CATASTROPHE  
ELEMENT OR SURCHARGE (WC 00 05 10 B)**

**(APPLIES TO VOLUNTARY POLICIES IN: AK, AL, AR, AZ, CO, CT, DC, GA, HI, IA, ID, IL, KS,  
KY, LA, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT NONRATABLE CATASTROPHE  
ELEMENT OR SURCHARGE (WC 00 05 10 ~~A B~~)**

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. ~~—~~
  - a. ~~The cost in excess of the two most costly claims arising out of an accident involving two or more persons under a classification code for which our manuals contain a nonratable catastrophe element~~
  - b. ~~Losses involving passenger employees, other than members of the flying crew, if the losses result from the crash of an aircraft described on the Aircraft Premium Endorsement~~
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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 13****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 12 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE LINES  
(WC 00 05 12 ~~B~~ C)**

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

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

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

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

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

**A. Retrospective Rating Plan Premium Standard Elements**

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
  - Premium discount
  - Expense constant
  - Premium resulting from the nonratable element codes
  - ~~Premium developed by the passenger seat surcharge under Classification Code 7421~~
  - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions ~~as outlined in our manuals~~
2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
  - General administration costs of the carrier
  - Cost of loss control services
  - Insurance charge

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 13 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 12 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

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

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

Incurred losses include paid and outstanding losses (including any reserves set on open claims). For workers compensation and employers liability insurance, if the ALAE option is elected, then incurred losses will include ALAE.

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

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 13 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE**  
**LINES (WC 00 05 12 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,**  
**ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 13 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE**  
**LINES (WC 00 05 12 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,**  
**ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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:

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 13 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 12 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

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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
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>
<hr/>	\$ <hr/>



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 13 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 12 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 13 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 12 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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:	_____	_____	_____

**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)

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 13 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 12 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD,  
ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 14**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 13 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,  
MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE LINES  
(WC 00 05 13 ~~B~~ C)**

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

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

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

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

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

**A. Retrospective Rating Plan Premium Standard Elements**

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
  - Premium discount
  - Expense constant
  - Premium resulting from the nonratable element codes
  - ~~Premium developed by the passenger seat surcharge under Classification Code 7421~~
  - Premium developed by the occupational disease rates for employers subject to the Federal ~~Coal~~ Mine Safety and Health Act
  - Premium developed by the catastrophe provisions ~~as outlined in our manuals~~
2. Basic premium is less than standard premium. It is the standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
  - General administration costs of the carrier
  - Cost of loss control services
  - Insurance charge

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 14 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE**  
**LINES (WC 00 05 13 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,**  
**MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

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

3. Incurred losses are all amounts we pay or estimate we will pay for losses ~~for~~ 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.

**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
  - ~~Developed by the passenger seat surcharge under Classification Code 7421~~
  - ~~For the disease-related portion of losses covered under Developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act~~
  - ~~Developed by the~~ Resulting from the application of catastrophe provisions as outlined in our manuals
  - 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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 14 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE**  
**LINES (WC 00 05 13 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,**  
**MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

**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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 14 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE**  
**LINES (WC 00 05 13 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,**  
**MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.

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

**D. Calculation of Retrospective Rating Plan Premium**

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

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

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

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

**E. Insureds Operating in More Than One State**

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

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

1. If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period of all insurance subject to this endorsement.
2. If other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
3. If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to three years (1,095 days), and will include all of the applicable retrospective rating factors shown in the Schedule.
4. If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure for workers compensation and employers liability insurance and the

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 14 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 13 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,  
MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

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

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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.



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 14 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 13 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,  
MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

- 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 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:

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 14 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 13 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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:	_____	_____	_____

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 14 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 13 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,  
MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

**TABLE OF STATES**

11.A	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)

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

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 14 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE-YEAR PLAN—MULTIPLE  
LINES (WC 00 05 13 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 15****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT—MULTIPLE LINES (WC 00 05 14 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,  
MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)****RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT—MULTIPLE LINES (WC 00 05 14 ~~B~~ C)**

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

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

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

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

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

**A. Retrospective Rating Plan Premium Standard Elements**

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
  - Premium discount
  - Expense constant
  - Premium resulting from the nonratable element codes
  - ~~Premium developed by the passenger seat surcharge under Classification Code 7421~~
  - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
  - Premium developed by the catastrophe provisions ~~as outlined in our manuals~~
2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
  - General administration costs of the carrier
  - Cost of loss control services
  - Insurance charge

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 15 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION**

**PROJECT—MULTIPLE LINES (WC 00 05 14 C)**

**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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

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

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

Incurred losses include paid and outstanding losses (including any reserves set on open claims). For workers compensation and employers liability insurance, if the ALAE option is elected, then incurred losses will include ALAE.

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

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 15 (CONT'D)****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION****PROJECT—MULTIPLE LINES (WC 00 05 14 C)****(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)****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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 15 (CONT'D)**  
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**  
**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION**  
**PROJECT—MULTIPLE LINES (WC 00 05 14 C)**  
**(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME,**  
**MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

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



**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 15 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION  
PROJECT—MULTIPLE LINES (WC 00 05 14 C)  
(APPLIES TO VOLUNTARY POLICIES IN: AL, AR, AZ, CO, CT, DC, HI, IA, ID, IL, KS, KY, MD, ME, MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)**

applicable cancellation procedure for other lines of insurance. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

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

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

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

Schedule

Premium Subject to Retrospective Rating Plan, Loss Limitations, Loss Conversion Factors, State Tax Multipliers, Excess Loss Premium Factors, Retrospective Development Factors

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

List of Policies

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

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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.

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 15 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
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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.

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 \_\_\_\_\_ insurance  
for \_\_\_\_\_ is \$ \_\_\_\_\_

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**EXHIBIT 15 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
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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:	_____	_____	_____

**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)

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**EXHIBIT 15 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
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MO, MS, MT, NE, NH, NM, NV, OK, RI, SC, SD, TN, UT, VA, VT, WV)  
TABLE OF STATES (Cont'd)**

11.A	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)
State				

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

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

**ITEM P-1411—REVISIONS TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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**EXHIBIT 15 (CONT'D)**  
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12.B	Retrospective Development Factors							
State	General Liability				Automobile Liability			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th