



Circular

NOVEMBER 20, 2009

ANNOUNCEMENT

CIF-2009-65

Countrywide—Item P-1408—Revision to Forms Manual of Workers Compensation and Employers Liability Insurance

ACTION NEEDED

Please review the changes outlined in the attachments to this circular for impact on your company's systems and procedures. Also review the *Status of Item Filings* circular for state approval of this item.

Note: At the time of distribution of this circular, this item is **not yet approved**. This information is provided for your convenience and analysis. Please do not use the information until the regulator has approved the filing. Additionally, this item has been submitted to the independent bureaus of Indiana and North Carolina for their consideration.

BACKGROUND

NCCI recently reviewed the *Forms Manual of Workers Compensation and Employers Liability Insurance* and determined that:

- The General Information section required format revisions to be consistent with other NCCI manuals
- The numbers allocated for carrier-specific endorsements needed expanding
- Several national and state-specific endorsements needed to be revised

IMPACT

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

NCCI ACTION

NCCI's *Status of Item Filings* circular will provide you with the latest information on the approval of Item P-1408 in addition to all other NCCI item filings. The *Status of Item Filings* circular is updated weekly on ncci.com.

NCCI will release updated pages of NCCI's *Forms Manual* prior to the effective date. If you would like to subscribe to any of our manuals, please call our Customer Service Center at 800-NCCI-123 (800-622-4123).

PERSON TO CONTACT

If you have any questions, please contact:

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Boca Raton, FL 33487-1362
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FILING MEMORANDUM

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

PURPOSE

This item modifies NCCI's *Forms Manual of Workers Compensation and Employers Liability Insurance* to:

- Revise the General Information section as follows:
 - Update the format to be more consistent with other NCCI manuals
 - Remove references to Advisory Forms because endorsements filed by NCCI no longer have this designation
 - Expand the numbering for carrier-specific endorsements
- Revise several national and state-specific endorsements

BACKGROUND

NCCI recently reviewed the *Forms Manual* and determined that the General Information section required format revisions to be consistent with other NCCI manuals. Also, several carriers have expressed the need to expand the amount of numbers allocated for carrier-specific endorsements. In addition to using the number "99," carriers will have the option of using numbers "90" through "98" for carrier-specific endorsements. The numbering system, which is included in the General Information section, is revised to incorporate the update.

In addition, NCCI reviewed the accuracy of statutory citations referenced in many of the endorsements. As a result of this review, several endorsements are being revised. Finally, one endorsement (WC 89 06 20 C) is being withdrawn as there is no longer a need for it. A summary of the revisions to the applicable national and state endorsements are as follows:

| National Endorsement Number and Name | Update Reason |
|--|--|
| WC 00 00 00 A—Workers Compensation and Employers Liability Insurance Policy Part Two—Employers Liability Insurance | <ul style="list-style-type: none">• Revise name of Act and statute section number• Minor editorial updates |
| WC 00 00 01—Information Page Notes | <ul style="list-style-type: none">• Minor editorial updates• Remove independent bureau references, carriers should refer to the specific bureau requirements for the most current notes• Revise the name of Act and statute number• Update NCCI manual references |
| WC 00 01 02—Federal Coal Mine Health and Safety Act Coverage Endorsement | Revise name of Act and statute section number |
| WC 00 01 09 A—Outer Continental Shelf Lands Act Coverage Endorsement | Revise statute section number |

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ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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|---|--|
| WC 00 03 12—Voluntary Compensation and Employers Liability Coverage for Residence Employees Endorsement | <ul style="list-style-type: none"> Minor editorial updates Revise schedule due to classification revision |
| WC 00 03 14—Workers Compensation and Employers Liability Coverage for Residence Employees Endorsement | <ul style="list-style-type: none"> Minor editorial updates Revise schedule due to classification revision |
| WC 89 06 09 B—State Notes: Policy Termination/Cancellation/Reinstatement Notice | <ul style="list-style-type: none"> Revise title Update Proof of Coverage (POC) terminology and include references to the POC Compliance Guide Revise the spelling of “cancellation/cancelled” to NCCI’s current spelling standards Minor editorial updates Update address information |
| WC 89 06 20 C—State Notes: Proof of Coverage Notice | Withdraw endorsement because there is no longer a need for this proof of coverage notice |
| NC-5000—Contracting Classification Premium Adjustment Program Workers Compensation Premium Credit Application | <ul style="list-style-type: none"> Update address information Minor editorial updates |

| State Endorsement Number and Name | Update Reason |
|--|--|
| WC 03 06 03—Arkansas Contract Hauling Warranty Endorsement | Remove outdated phraseology for Code 7228 |
| WC 06 03 03 B—Connecticut Workers Compensation Funds Endorsement | <ul style="list-style-type: none"> Update statute references Minor editorial updates |
| WC 12 06 01 C—Illinois Amendatory Endorsement | <ul style="list-style-type: none"> Minor editorial updates Remove information from the endorsement that is not included in the statute |

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|--|---|
| WC 18 06 07—Maine Supplemental Benefits Fund Endorsement | <ul style="list-style-type: none"> Revise title of endorsement and update statute references Minor editorial updates |
| WC 36 03 03 A—Oregon Employee Leasing Labor Contractor Endorsement | Remove a statute reference that is no longer valid |
| WC 36 03 04—Oregon Workers Compensation Insurance Plan—Other States Endorsement | Withdraw endorsement because WC 36 03 05—Oregon Residual Market Limited Other States Insurance Endorsement replaced WC 36 03 04—Oregon Workers Compensation Insurance Plan—Other States Endorsement |
| WC 36 03 05—Oregon Residual Market Limited Other States Insurance Endorsement | Remove a statute reference that is no longer valid |
| WC 40 06 01—South Dakota Direct Action Statute Endorsement | Revise format of statute reference |
| WC 47 03 14 A—West Virginia Workers Compensation and Employers Liability Coverage for Domestic Service Employees Endorsement | <ul style="list-style-type: none"> Minor editorial updates Revise schedule due to classification revision |

PROPOSAL

This item proposes the revision of the General Information section of the *Forms Manual*. In addition, the following national and state endorsements be withdrawn and their corresponding updated version be adopted:

| Current National Endorsement Number and Name | Proposed New National Endorsement Number and Name |
|--|---|
| WC 00 00 00 A—Workers Compensation and Employers Liability Insurance Policy Part Two—Employers Liability Insurance | WC 00 00 00 B—Workers Compensation and Employers Liability Insurance Policy Part Two—Employers Liability Insurance Note: The entire Workers Compensation and Employers Liability Insurance Policy WC 00 00 00 A is proposed to be revised to WC 00 00 00 B. While only Part Two of the Workers Compensation and Employers Liability Insurance Policy requires an update, all of the parts of the policy require a revision to the endorsement number. |
| WC 00 00 01—Information Page Notes | WC 00 00 01 A—Information Page Notes |

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|---|--|
| WC 00 01 02—Federal Coal Mine Health and Safety Act Coverage Endorsement | WC 00 01 02 A—Federal Coal Mine Safety and Health Act Coverage Endorsement |
| WC 00 01 09 A—Outer Continental Shelf Lands Act Coverage Endorsement | WC 00 01 09 B—Outer Continental Shelf Lands Act Coverage Endorsement |
| WC 00 03 12—Voluntary Compensation and Employers Liability Coverage for Residence Employees Endorsement | WC 00 03 12 A—Voluntary Compensation and Employers Liability Coverage for Residence Employees Endorsement |
| WC 00 03 14—Workers Compensation and Employers Liability Coverage for Residence Employees Endorsement | WC 00 03 14 A—Workers Compensation and Employers Liability Coverage for Residence Employees Endorsement |
| WC 89 06 09 B—State Notes: Policy Termination/Cancellation/Reinstatement Notice | WC 89 06 09 C—Policy Termination/Cancellation/Reinstatement Notice Note: This is a new endorsement in the following states: AK, AR, AZ, FL, IA, ME, NV, OK, OR, TN |
| WC 89 06 20 C—State Notes: Proof of Coverage Notice | N/A (WC 89 06 20 C is proposed to be withdrawn) |
| NC-5000—Contracting Classification Premium Adjustment Program Workers Compensation Premium Credit Application | NC-5000 A—Contracting Classification Premium Adjustment Program Workers Compensation Premium Credit Application |

| Current State Endorsement Number and Name | Proposed New State Endorsement Number and Name |
|---|---|
| WC 03 06 03—Arkansas Contract Hauling Warranty Endorsement | WC 03 06 03 A—Arkansas Contract Hauling Warranty Endorsement |
| WC 06 03 03 B—Connecticut Workers Compensation Funds Endorsement | WC 06 03 03 C—Connecticut Workers Compensation Funds Endorsement |
| WC 12 06 01 C—Illinois Amendatory Endorsement | WC 12 06 01 D—Illinois Amendatory Endorsement |
| WC 18 06 07—Maine Supplemental Benefits Fund Endorsement | WC 18 06 07 A—Maine Employment Rehabilitation Fund Endorsement |
| WC 36 03 03 A—Oregon Employee Leasing Labor Contractor Endorsement | WC 36 03 03 B—Oregon Employee Leasing Labor Contractor Endorsement |
| WC 36 03 04—Oregon Workers Compensation Insurance Plan—Other States Endorsement | N/A (WC 36 03 04 is proposed to be withdrawn) |
| WC 36 03 05—Oregon Residual Market Limited Other States Insurance Endorsement | WC 36 03 05 A—Oregon Residual Market Limited Other States Insurance Endorsement |

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ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

| | |
|--|--|
| WC 40 06 01—South Dakota Direct Action Statute Endorsement | WC 40 06 01 A—South Dakota Direct Action Statute Endorsement |
| WC 47 03 14 A—West Virginia Workers Compensation and Employers Liability Coverage for Domestic Service Employees Endorsement | WC 47 03 14 B—West Virginia Workers Compensation and Employers Liability Coverage for Domestic Service Employees Endorsement |

IMPACT

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

IMPLEMENTATION

The attached exhibits outline the changes proposed to NCCI's *Forms Manual*.

Below is a summary of the exhibits included in this filing package:

- **Exhibit 1** contains revisions to the General Information section.
- **Exhibits 2–10** contain revisions to national endorsements, as applicable. Some national endorsements may not be applicable in all states. For those endorsements that are not applicable in all states, a state listing of applicable states is provided above the endorsement title.
- **Exhibits 11–13** contain revisions to state-specific endorsements, as applicable.

This item will be effective at 12:01 a.m. on July 1, 2010, applicable to new and renewal policies as applicable in the voluntary and assigned risk markets.

Exceptions:

- In Hawaii, the effective date is determined upon regulatory approval of the individual carrier's election to adopt this change.
- In Virginia, this item will become effective for policies on and after 12:01 a.m. on July 1, 2010.

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ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

**EXHIBIT 1
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
RULES**

This manual contains rules that have been approved by the state insurance regulators. These rules cover the following topics:

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

INTRODUCTION

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

~~The National Council on Compensation Insurance, Inc. no longer designates forms as “Standard” or “Advisory.” Some regulatory authorities, however, request NCCI to place a “Standard” designation on some forms to indicate their intention that such forms not be changed. Because some older forms still contain a designation as “Standard” or “Advisory,” these Rules discuss the two types of designations.~~

~~III. STANDARD FORMS~~ RULE 1—AUTHORIZED FORM/ENDORSEMENT CHANGES

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

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

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

~~III. ADVISORY FORMS~~

~~Advisory Forms may be used as printed in this Manual or may be changed. An insurer using an Advisory form, whether changed or not, is responsible for obtaining approval from the proper authority, if required.~~

~~IV. FORM/ENDORSEMENT FILING~~

A. ~~National Council~~ NCCI States

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

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

| | |
|----------------------|----------------------------|
| Alabama | Maryland |
| Alaska | Mississippi |
| Arizona | Missouri |
| Arkansas | Montana |
| Colorado | Nebraska |
| Connecticut | Nevada |
| District of Columbia | New Hampshire |
| Florida | New Mexico |
| Georgia | Oklahoma |
| Hawaii | Oregon |
| Idaho | Rhode Island |
| Illinois | South Carolina |
| Iowa | South Dakota |
| Kansas | Tennessee |
| Kentucky | Utah |
| Louisiana | Vermont |
| Maine | Virginia |
| | West Virginia ¹ |

¹ ~~This manual applies in this state; however, the West Virginia Workers Compensation System will be a competitive market on July 1, 2008.~~

B. Independent States

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

| | |
|-----------------|----------------|
| California* | New Jersey* |
| <u>Delaware</u> | New York* |
| Indiana | North Carolina |

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

Massachusetts

Pennsylvania

Michigan **

Texas ***

Minnesota *

Wisconsin

* Carriers must file forms with the appropriate agency or bureau in California, Minnesota, New Jersey, and New York. ~~Insurers must file to use all forms, including Standard Forms, with the WCIRB in California.~~

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

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

C. Monopolistic State Fund States

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

North Dakota

Washington

Ohio

Wyoming

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

~~RULE 3—V. COPYRIGHT~~

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

Exception:

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

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

© ~~1996~~ Copyright (insert appropriate year) National Council on Compensation Insurance, Inc. All Rights Reserved."

~~RULE 4—VI. STANDARD POLICY AND FORM/ENDORSEMENT NUMBERING SYSTEM~~

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

"WC 00 00 00 ~~AB~~" is the number ~~which that~~ that represents the workers compensation and employers liability policy.

"WC 00 00 01 A" is the number ~~which that~~ that represents the Information Page.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

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

All endorsements are assigned numbers ~~which~~^{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 |
| <u>Delaware</u> | 07 | North Carolina | 32 |
| Dist. of Col. | 08 | North Dakota | 33 |
| Florida | 09 | Ohio | 34 |
| Georgia | 10 | Oklahoma | 35 |
| Hawaii | 52 | Oregon | 36 |
| Idaho | 11 | Pennsylvania | 37 |
| Illinois | 12 | Rhode Island | 38 |
| Indiana | 13 | South Carolina | 39 |
| Iowa | 14 | South Dakota | 40 |
| Kansas | 15 | Tennessee | 41 |
| Kentucky | 16 | Texas | 42 |
| Louisiana | 17 | Utah | 43 |
| Maine | 18 | Vermont | 44 |
| Maryland | 19 | Virginia | 45 |
| Massachusetts | 20 | Washington | 46 |
| Michigan | 21 | West Virginia | 47 |
| Minnesota | 22 | Wisconsin | 48 |

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

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

| STATE | CODE | STATE | CODE |
|--------------|-------------|--------------|-------------|
| 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-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

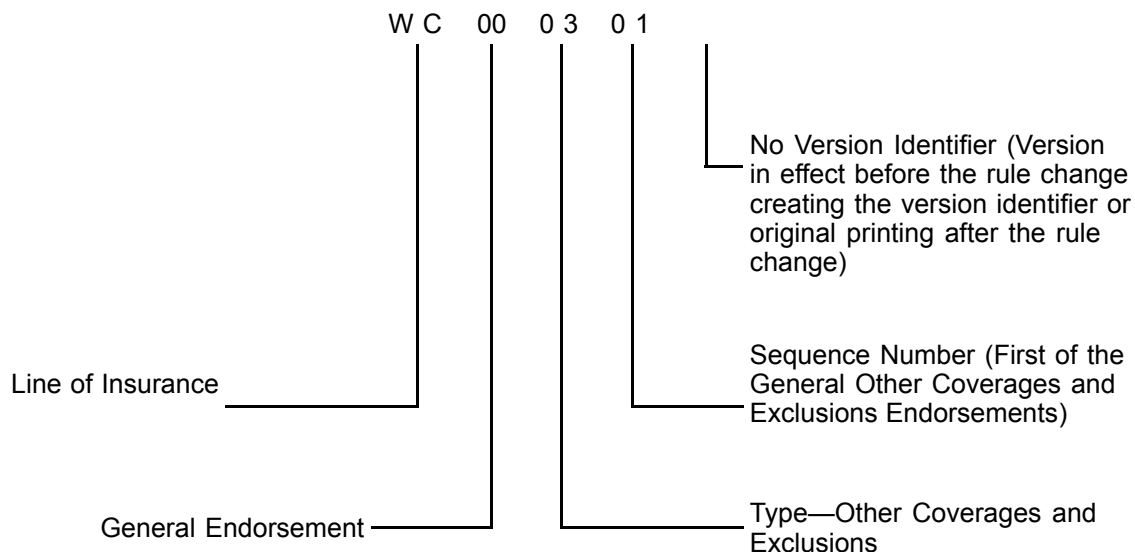
D. Sequence Number

The fourth set of characters is the unique identifying number ~~which~~that differentiates an endorsement from others in the same series. A multi-paged 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).

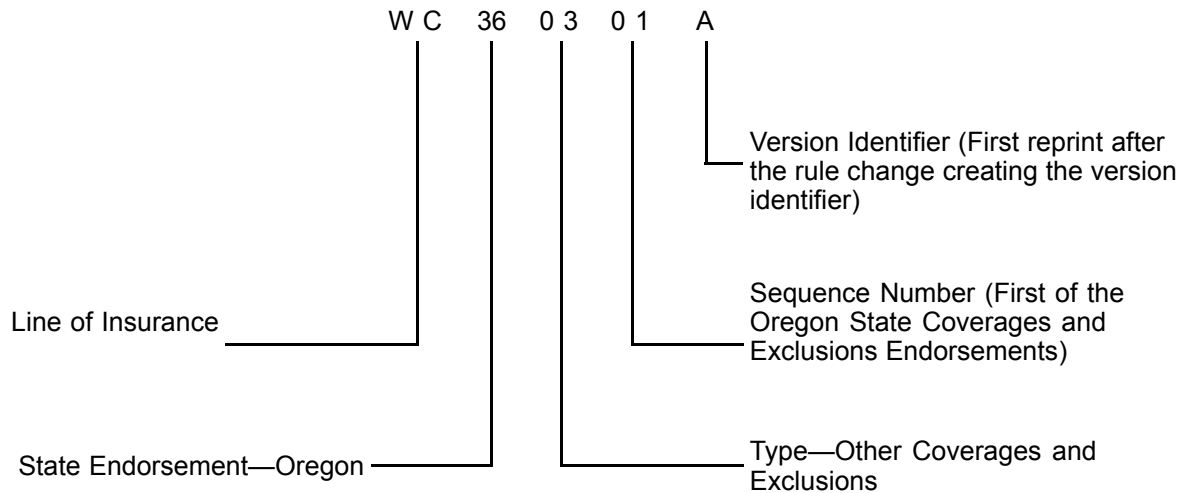
ALTERNATE EMPLOYER ENDORSEMENT



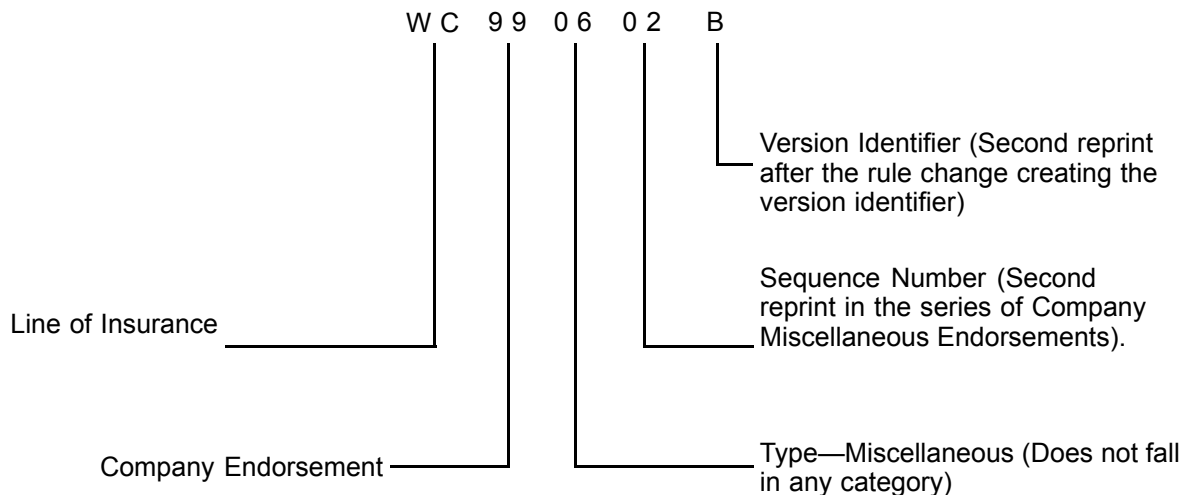
ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT



X COMPANY MISCELLANEOUS ENDORSEMENT



ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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 B****PART TWO—EMPLOYERS LIABILITY INSURANCE WC 00 00 00 ~~A~~ B****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. ~~F~~or 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. ~~F~~or care and loss of services; and
3. ~~F~~or 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. ~~B~~ecause 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. ~~L~~iability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. ~~P~~unitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. ~~B~~odily 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. ~~A~~ny obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. ~~B~~odily injury intentionally caused or aggravated by you;

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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 B**

6. ~~B~~odily 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. ~~D~~amages 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. ~~B~~odily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Safety and Health ~~and Safety~~ Act ~~of 1969~~ (30 USC Sections 801–945 ~~901–942~~), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. ~~B~~odily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51–60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. ~~B~~odily injury to a master or member of the crew of any vessel;
11. ~~F~~ines or penalties imposed for violation of federal or state law; and
12. ~~D~~amages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued 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. ~~R~~reasonable expenses incurred at our request, but not loss of earnings;
2. ~~P~~remiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. ~~L~~itigation costs taxed against you;
4. ~~I~~nterest on a judgment as required by law until we offer the amount due under this insurance; and
5. ~~E~~xpenses 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.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**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 B**

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-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

**EXHIBIT 3
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
INFORMATION PAGE NOTES WC 00 00 01 A****INFORMATION PAGE NOTES WC 00 00 01 A**

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~~5-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 5 digit NCCI carrier code must also be shown on the Information Page in all the independent bureau states except in California where it is optional.~~

The address and ~~type-kind~~ 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 ~~b~~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.

~~New Business must be designated "New" in California, Pennsylvania, New Jersey and New York, and the policy number of a rewritten or replaced policy must also be on the Information Page in all of the independent bureau states.~~

~~When a policy is reissued, after canceling the original policy flat, a new, different policy number must be used in , New Jersey and Pennsylvania.~~

5. On the ~~b~~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. ~~Not required in California, , New Jersey or Pennsylvania. No intrastate risk identification number is applicable in Wisconsin.~~

~~In Minnesota the Minnesota Association number must be shown on all policies and properly identified on the Information Page.~~

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 3 (CONT'D) FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE INFORMATION PAGE NOTES WC 00 00 01 A

8. Reserve space in Item 1 of the ~~b~~Bureau copy to show, if required, the insured's commonly required identification numbers such as: Arkansas Workers Compensation File Number; ~~Bureau File Number for Minnesota and Texas~~; Hawaii Unemployment Number; ~~Michigan Risk ID 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 ~~F~~Federal ~~E~~Employer's ~~I~~Identification ~~N~~Number (FEIN), appropriately labeled, for each entity included on the policy. ~~Federal employer's identification number not required in California.~~
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 and Safety 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, ~~West Virginia~~, 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. ~~For NCCI states see Section II.B.2. of the Basic Manual for Workers Compensation and Employers Liability Insurance. Endorsements and schedules applicable to Wisconsin operations must be attached to the Information Page filed with the Wisconsin 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.

~~Item 4 must include and identify all charges or credits affecting the final estimated annual premium for the states of California, New Jersey, New York, and Pennsylvania. The final estimated annual premium as presented to the insured must be shown. Where statistical codes apply to an item in or Pennsylvania, the code must be entered in the classification field.~~

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

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

**EXHIBIT 3 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
INFORMATION PAGE NOTES WC 00 00 01 A**

Modification Factor Endorsement for more information. ~~Use of an estimated rating modification factor is not authorized in California.~~

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. ~~Premium discount does not apply in California.~~
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. ~~The deposit premium and the resultant premium adjustment periods must be shown in Item 4 in California, , New Jersey, New York and Pennsylvania.~~

~~The policy issuing office and the date of issue must be shown on the Information Page in the states of California, , New Jersey, Pennsylvania, and Wisconsin. The name of the agent or producer, if any, must be shown on the Information Page in , New Jersey, Pennsylvania, and Wisconsin. This is optional in California and New York.~~
20. ~~Three-y~~Year ~~Fixed-r~~Rate ~~p~~Policies must be so designated on the Information Page as required by Rule 3-B-1-b XI of NCCI's the **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 VII of NCCI's the **Basic Manual**.

~~Three Year Fixed Rate Policies are not permitted in California.~~
21. Other entries may be made on the Information Page as authorized by Notes to Standard Endorsements, including: Anniversary Rating Date; Defense Base Act Coverage; Nonappropriated Fund Instrumentalities Act Coverage; Partners, Officers and Others Exclusion; Pending Rate Change; Sole Proprietors, Partners, Officers and Others Coverage; and Voluntary Compensation Maritime Coverage Endorsements.
22. The company may place the execution clause at the end of the Information Page, at the end of the standard policy, or on a policy jacket.

State Workers Compensation Rating Bureau Information Page Notes:

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

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

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

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 4

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT WC 00 01
02 A**

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

This endorsement applies only to work in a state shown in the Schedule and subject to the Federal Coal Mine Safety and Health ~~and Safety~~ Act of 1969 (30 U.S.C Sections 801-945-931-942). 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 ~~and Safety~~ Act of 1969 (30 U.S.C Sections 801-945-931-942) 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-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 5

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT WC 00 01 09 B**

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT WC 00 01 09 ~~A~~ B

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

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

C. Workers' Compensation Law

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

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

Schedule

Description and Location of Work

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 6

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 12 A**

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

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 12 A**

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

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

VOLUNTARY COMPENSATION COVERAGE

A. How This Coverage Applies

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

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

B. We Will Pay

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

C. Other Insurance

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

D. Exclusions

This Coverage does not cover

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

E. Before We Pay

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

1. Release you and us, in writing, of all responsibility for the injury or death.
2. ~~T~~ransfer to us their right to recover from others who may be responsible for the injury or death.

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 6 (CONT'D)**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 12 A**

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

3. ~~Co~~operate with us and do everything necessary to enable us to enforce the right to recover from others.

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

EMPLOYERS LIABILITY COVERAGE**A. How This Coverage Applies**

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

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

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. ~~E~~for which you are liable to a third party by reason of a claim or suit against you to recover damages obtained from the third party;
2. ~~E~~for care and loss of services; and
3. ~~E~~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. ~~B~~ecause of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This Coverage does not apply to:

1. ~~B~~odily injury arising out of any of your business pursuits.
2. ~~B~~odily injury intentionally caused or aggravated by you.
3. ~~A~~ny obligation imposed by a workers compensation or occupational disease law or any similar law.

D. Other Insurance

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

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 6 (CONT'D)

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 12 A**

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

any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

E. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below, regardless of the number of insureds, claims or suits, or persons who sustain bodily injury.

1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for damages because of bodily injury to one or more residence employees arising out of any one accident. That limit includes damages for death, care, and loss of services.
2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—coverage limit” is the most we will pay for damages because of all bodily injury by disease to one or more residence employees. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee. The limits include damages for death, care, and loss of services.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 6 (CONT'D)**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 12 A****(Applies in: AK, AL, AR, AZ, CO, CT, DC, GA, HI, IA, ID, IL, IN, KS, KY, LA, MD, ME, MO, MS,
MT, NC, NE, NH, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)****POLICY PROVISIONS**

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

Schedule

| 1. Residence Employees | Number | Rates | Premium |
|---|----------|-----------------------------|---------|
| Inservants | | | |
| Outservants, including private chauffeurs | | | |
| <u>Domestic</u> | | | |
| <u>Workers—Residences—Full-Time</u> | | | |
| <u>Domestic</u> | | | |
| <u>Workers—Residences—Part-Time</u> | | | |
| 2. State: | | Workers Compensation Law | |
| 3. Limits of Liability for Employers Liability Coverage | | | |
| Bodily Injury by Accident | \$ _____ | each accident | |
| Bodily Injury by Disease | \$ _____ | coverage limit | |
| | \$ _____ | each employee | |

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 7

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 14 A**

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

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 14 A**

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

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

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

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

WORKERS COMPENSATION COVERAGE

A. How This Coverage Applies

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

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

B. We Will Pay

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

C. Other Insurance

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

D. Exclusion

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

E. Law Provision

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

EMPLOYERS LIABILITY COVERAGE

A. How This Coverage Applies

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 7 (CONT'D)**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE
EMPLOYEES ENDORSEMENT WC 00 03 14 A**

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

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

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

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. ~~E~~for which you are liable to a third party by reason of a claim or suit against you to recover damages obtained from the third party;
2. ~~E~~for care and loss of services; and
3. ~~E~~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. ~~B~~ecause of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This Coverage does not apply to:

1. ~~B~~odily injury arising out of any of your business pursuits.
2. ~~B~~odily injury intentionally caused or aggravated by you.
3. ~~A~~ny obligation imposed by a workers compensation or occupational disease law or any similar law.

D. Other Insurance

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

E. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below, regardless of the number of insureds, claims or suits, or persons who sustain bodily injury.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 7 (CONT'D)

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE**

EMPLOYEES ENDORSEMENT WC 00 03 14 A

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

1. Bodily Injury by Accident. The limit shown for “bodily injury by accident—each accident” is the most we will pay for damages because of bodily injury to one or more residence employees arising out of any one accident. That limit includes damages for death, care, and loss of services.
2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—coverage limit” is the most we will pay for damages because of all bodily injury by disease to one or more residence employees. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee. The limits include damages for death, care, and loss of services.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 7 (CONT'D)
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE**
EMPLOYEES ENDORSEMENT WC 00 03 14 A

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

POLICY PROVISIONS

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

Schedule

| 1. Residence Employees | Number | Rates | Premium |
|--|---------------|-----------------------------|----------------|
| Inservants | | | |
| Outservants, including private chauffeurs | | | |
| <u>Domestic</u> | | | |
| <u>Workers—Residences—Full-Time</u> | | | |
| <u>Domestic</u> | | | |
| <u>Workers—Residences—Part-Time</u> | | | |
| 2. State: | | Workers Compensation Law | |
| 3. Limits of Liability for Employers Liability Coverage | | | |
| Bodily Injury by Accident | \$ _____ | each accident | |
| Bodily Injury by Disease | \$ _____ | coverage limit | |
| | \$ _____ | each employee | |

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**EXHIBIT 8****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC****89 06 09 C****(Applies in: AK, AL, AR, AZ, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MO, MS, MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**~~**STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC 89 06 09-B-C**~~**I. BACKGROUND**

The National Council on Compensation Insurance, Inc. (NCCI) collects and captures workers compensation policy data ~~has developed and implemented the Policy Issue Capture System (PICS).~~ ~~Under this system, NCCI captures and stores all workers compensation policy data.~~ The policy data is obtained from the policy documents or electronic files submitted by data providers ~~insurers~~ to NCCI. ~~(Data providers~~ ~~insurers~~ ~~also have the option of entering~~ ~~submitting~~ ~~this data directly online using~~ ~~DCA Access®~~ ~~Online~~ ~~electronically to NCCI.)~~

Policy data is used to ~~The Policy Issue Capture System has been developed to~~ fulfill three basic functions. One is to provide actuarial information that can be used to control the quality of ratemaking data. The second function is to provide a control over the submission of unit statistical reports. The third function ~~of PICS~~ is the reporting of coverage data to state workers compensation agencies (i.e., industrial commissions, accident boards, departments of labor). As state workers compensation agencies contract or sign an agreement with NCCI to utilize its Proof of Coverage (POC) program, the NCCI reporting of coverage data to those state workers compensation agencies eliminates the need for data providers ~~insurers~~ to report coverage data directly to these agencies. ~~(Data providers~~ ~~insurers~~ ~~will be~~ ~~are~~ ~~required~~ ~~by these agencies to submit coverage data, but~~ ~~data providers~~ ~~insurers~~ ~~may satisfy this requirement by~~ ~~reporting coverage data directly to NCCI in place of the state agencies.)~~

The coverage data submitted by NCCI to the state workers compensation agencies will be taken from the policy documents (Information Page, attached schedules, endorsements) submitted by ~~insurers~~ data providers to NCCI. This is possible since the data required by these agencies is a subset of the data contained in the policy documents. The Policy Termination/Cancellation/Reinstatement Notice explained in this note is an additional policy document to be submitted by data providers ~~insurers~~ to NCCI in order for NCCI to provide this data to the state agencies.

II. SUBMISSION OF POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE—FORM WC 89 06 09-B-C

This Notice must be submitted to NCCI for all policies with one or more states participating in NCCI's POC program as identified in the POC Compliance Guide that can be found on ncci.com Section V.

~~NOTE: Virginia has its own Cancellation/Reinstatement Notice which is required to be filed directly with Virginia. A copy of the Virginia form is acceptable in lieu of this form to be sent to NCCI (Data providers~~ ~~insurers~~ ~~submitting cancellations and reinstatements electronically need not send either this form to NCCI.)~~

~~→~~ The submission conditions for the notice are as follows:

1. The policy is terminated, cancelled or scheduled to be cancelled or, where required, not renewed.

~~or~~

2. The policy is reinstated after being cancelled or scheduled to be cancelled or nonrenewed and, as required in 1 above, this notice has previously been submitted to NCCI.

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**EXHIBIT 8 (CONT'D)****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC****89 06 09 C****(Applies in: AK, AL, AR, AZ, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MO, MS, MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**~~or~~

3. The effective date for termination/cancellation is changed and, as required in 1 above, this notice has previously been submitted to NCCI. Note: If changing the cancellation effective date, a reinstatement with the prior cancellation effective date must be processed before the subsequent cancellation.

Data providers—Insurers need not submit any forms, other than this Notice, to NCCI whenever one of the above conditions is applicable on policies with one or more states identified in the POC Compliance Guide—Section V.

III. RELATIONSHIP OF POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE TO COMPANY REPORTING REQUIREMENTS FOR STATE WORKERS COMPENSATION AGENCIES (i.e., INDUSTRIAL COMMISSIONS, DEPARTMENTS OF LABOR, etc.)

A. Definition of Single State and Multistate Policies

A single state policy is defined, for the purpose of these rules, as a policy having only one POC ~~of the states listed in Section V below set forth~~ in Item 3.A. of the Information Page.

A multistate policy is defined, for the purpose of these rules, as a policy having two or more POC ~~of the states listed in Section V below set forth~~ in Item 3.A. of the Information Page.

B. Single State Policies

1. Single State Policies Covering a State in Which the POC Program Is in Effect

Data providers—Insurers are not required to submit any coverage data (i.e., notification of coverage, cancellation, etc.) directly to state workers compensation agencies for any policy providing coverage for a POC state listed in Section V below as of the state's POC implementation date shown in the POC Compliance Guide ~~given for that state.~~

2. Single State Policies Covering a State in Which the POC Program Is Not in Effect

Data providers—Insurers must continue to submit coverage data directly to state workers compensation agencies for any policy providing coverage for a state in which the POC program is not yet in effect. This will be any state not listed in the POC Compliance Guide—Section V.

C. Multistate Policies

Data providers—Insurers are not required to submit any coverage data directly to any state workers compensation agency for a state covered by the policy and participating in the POC program ~~as shown in Section V.~~

Data providers—Insurers must continue to report coverage data directly to state workers compensation agencies for a given state covered by the policy and not participating in the NCCI POC program ~~shown in Section V.~~

A multistate policy, therefore, may result in data providers—insurers being required to submit coverage data directly to state workers compensation agencies for some states covered by the policy, but not for all states covered by the policy.

IV. REPORTING TIME FRAMES FOR FORM WC 89 06 09 ~~B-C~~

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 8 (CONT'D)
**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC**
89 06 09 C
**(Applies in: AK, AL, AR, AZ, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MO, MS,
MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**
A. Terminations, Cancellations, and Reinstatements

This notice must be received by NCCI on or before the number of days prior to the effective date of cancellation or termination, or for nonrenewal, prior to policy expiration date as specified in the Industrial/Workers Compensation Commission Administrative Rule and/or the statute of the state(s) covered by the policy or as indicated in the POC Compliance Guide. For multistate policies, it is the greatest number of days for any covered state that governs the reporting time frame. Reinstatement notices must be submitted as soon as the reinstatement is issued.

V. STATES AND DATES OF PARTICIPATION IN NCCI'S PROOF OF COVERAGE PROGRAM

Refer to the POC Compliance Guide for each POC state's implementation date and reporting requirements.

| POC | POC |
|---------------------------------|--|
| State | Date |
| Alabama | March 1, 1987 (Policy Effective Date) |
| Colorado | November 1, 1994 |
| Connecticut | January 1, 1991 |
| District of Columbia | July 1, 1997 |
| Georgia | April 15, 1987 |
| Idaho | August 1, 1997 |
| Illinois | April 1, 1986 |
| Indiana | January 1, 1998 |
| Kansas | March 1, 1987 |
| Kentucky | December 1, 1997 |
| Louisiana | November 1, 1994 |
| Maryland | May 1, 1987 |
| Mississippi | January 1, 1993 |
| Missouri | August 1, 1997 |
| Montana | June 1, 1994 |
| Nebraska | August 1, 1996 |
| New Mexico | July 1, 1994 |
| Rhode Island | June 1, 1998 |
| South Carolina | July 1, 1989 |

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**EXHIBIT 8 (CONT'D)****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC****89 06 09 C****(Applies in: AK, AL, AR, AZ, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MO, MS, MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**~~South Dakota~~~~June 1, 1997~~~~Utah~~~~September 1, 1987~~~~Vermont~~~~December 1, 1991~~~~Virginia~~~~December 31, 1989~~

Policy documents on hard copy should be sent as follows:

U.S. MailNCCI, Inc.~~c/o first Image Data Acquisition Division~~ACS

P.O. Box 7369

London, KY 40742-7369

Other MailingsNCCI, Inc.~~c/o first Image Data Acquisition Division~~ACS

1084 South Laurel Road

~~London, KY 40741-9928~~London, KY 40744

Policy documents on magnetic tape should be sent as follows:

U.S. MailNCCI, Inc. ~~Data Reporting Services~~

P.O. Box 5049

Boca Raton, FL 33431-0849

Other MailingsNCCI, Inc. ~~Data Management~~ ~~Data Collection~~Attn: Data Collection~~901 Peninsula Corporate Circle~~ ~~750 Park of Commerce Drive~~

Boca Raton, FL 33487-1362

VI. MODIFICATION TO FORM WC 89 06 09 ~~B~~ C

Data providers ~~insurers~~, other than those producing this notice by computer, must use this form exactly as printed. This form is available from CCH Insurance Services, 800-481-1522 ~~NCCI's Central Forms Program~~.

Those data providers ~~insurers~~ that produce this notice by computer may not change the format of the form, except as indicated. The content of the form, including form number, must be duplicated exactly. ~~An insurer~~ ~~data provider~~ may, however, only print the information and wording for the particular transaction being reported (e.g., cancellation wording only).

VII. USE OF FORM WC 89 06 09 ~~B~~ C AS A NOTICE OF CANCELLATION TO THE INSURED

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**EXHIBIT 8 (CONT'D)****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC****89 06 09 C****(Applies in: AK, AL, AR, AZ, CO, CT, DC, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MO, MS, MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV)**

Where permitted, ~~data providers-insurers~~ may use this notice to provide notice of cancellation to the insured as well as to NCCI. Many states have their own forms for this purpose. The use of this form as a cancellation notice to the insured is not mandatory. ~~Data providers-insurers~~ may use this form or their own company form at their option, subject to particular state requirements.

Carrier Name/NCCI Carrier
Code _____

Insured's Name _____

Federal ID No. _____

Insured's
Address _____

Policy Number

Policy Effective Date

Policy Expiration Date

Termination/Cancellation/Nonrenewal

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

Reinstatement

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

Issue Date _____

Issuing Office _____

Producer's
Name _____

Date Stamp _____

(For NCCI use only):

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 9

FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

STATE NOTES: PROOF OF COVERAGE NOTICE WC 89 06 20 C

(Applies in: AL, CO, CT, DC, GA, ID, IL, IN, KS, KY, LA, MD, MO, MS, MT, NE, NM, RI, SC, SD, UT, VA, VT, WV)

~~**STATE NOTES: PROOF OF COVERAGE NOTICE WC 89 06 20 C**~~

I. ~~BACKGROUND~~

~~The Proof of Coverage (POC) Notice was developed to be used in certain states, but only if policies cannot be issued to be received by the National Council on Compensation Insurance, Inc. (NCCI) within the coverage notice requirements of the states. Additionally, it should only be sent to NCCI to cancel a previously submitted POC Notice when the policy has **not** been issued.~~

II. ~~SUBMISSION OF PROOF OF COVERAGE NOTICE WC 89 06 20 C~~

~~This Notice must be submitted to NCCI for all policies that will not be received by NCCI within the states coverage notice requirement as shown in Section III.~~

~~This form is **not** a substitute for the policy Information Page (WC 00 00 01 A), which when issued should continue to be submitted to NCCI. When the Information Page is received by NCCI, it will replace the POC Notice, but keep the original receive date of the POC Notice. In order for this match to occur, the Policy Number, Carrier Code **and** Policy Effective Date **must** be the same on the policy Information Page as was reported on the POC Notice.~~

~~If the policy Information Page is to be or is issued with the Policy Number, Carrier Code and/or Policy Effective Date different than that reported on the POC Notice, use the POC Notice form, Change/Deletion Notice section, to change the data element(s) that is different. This is required to ensure that there is a match between the POC Notice and the policy Information Page and to maintain the original coverage notification date from the POC Notice.~~

~~**Reminder:** The policy Information Page data will completely replace the information provided on the POC Notice except for the receipt date of original coverage notification.~~

~~If coverage is to be canceled and the policy Information Page has not been issued, submit the POC Notice indicating cancellation. The top portion of the form must be identical to that provided on the original POC Notice.~~

~~If the policy coverage is to be canceled and the policy Information Page has been issued, the Policy Termination/Cancellation/Reinstatement Notice (WC 89 06 09 B) **must** be used to cancel the policy.~~

~~If information on the POC Notice needs to be changed, complete the top portion of the form as originally submitted and complete only the item(s) to be changed in the Change/Delete Notice section of the form. All changes are as of the Policy Effective Date.~~

~~The Delete Proof of Coverage Notice should be used only if the Proof of Coverage Notice was issued in error. If the Proof of Coverage Notice was issued legitimately and is no longer required, use the Termination/Cancellation section of the form.~~

~~Mail all POC Notice forms as follows:-~~

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 9 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
STATE NOTES: PROOF OF COVERAGE NOTICE WC 89 06 20 C
(Applies in: AL, CO, CT, DC, GA, ID, IL, IN, KS, KY, LA, MD, MO, MS, MT, NE, NM, RI, SC, SD, UT, VA, VT, WV)

~~U.S. Mail~~~~NCCL, Inc.~~~~c/o ACS~~~~P.O. Box 7369~~~~London, KY 40742-7369~~**~~Other Acceptable Means of Delivery*~~**~~NCCL, Inc.~~~~c/o ACS~~~~1084 South Laurel Road~~~~London, KY 40741~~

* Other Acceptable Means of Delivery include delivery services such as but not limited to Federal Express, UPS, etc.

III. ~~STATES THAT ACCEPT THE PROOF OF COVERAGE NOTICE~~

| State | Number of Days After Policy Effective Date Policy Must Be Received by NCCL | POC Effective Date | POC Notice Implementation Date |
|---------------------------|---|-----------------------------------|---|
| Maryland | 30 | October 1, 1991 | October 1, 1991 |
| Missouri | 30 | August 1, 1997 | March 1, 2003 |
| South Carolina | 30 | July 1, 1989 | July 1, 1989 |

IV. ~~MODIFICATION TO FORM WC 89 06 20 C~~

~~Data providers, other than those producing this notice electronically, must use this form exactly as printed. This form is available from NCCL's Central Forms Program.~~

~~Data providers producing this form electronically may change the format of the form. The contents of the form, including the form number, must be duplicated exactly. These data providers may, however, print only the information and wording for the particular transaction being reported (e.g., cancellation wording only [entire top portion of form is required]).~~

V. ~~USE OF FORM WC 89 06 20 C AS A NOTICE OF CANCELATION TO THE INSURED~~

~~Where permitted, data providers may use this notice to provide notice of cancellation to the insured as well as to NCCL. The use of this form as a cancellation notice to the insured is not mandatory. Data providers may use this form or their own company form at their option, subject to particular state requirements.~~

~~PROOF OF COVERAGE NOTICE~~~~Insured's Primary Name~~ _____~~Insured's Primary Address~~ _____

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE****EXHIBIT 9 (CONT'D)****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE****STATE NOTES: PROOF OF COVERAGE NOTICE WC 89 06 20 C****(Applies in: AL, CO, CT, DC, GA, ID, IL, IN, KS, KY, LA, MD, MO, MS, MT, NE, NM, RI, SC,
SD, UT, VA, VT, WV)**

~~Federal ID No.~~ _____ ~~NCCI Carrier Code~~ _____
~~Carrier Name~~ _____
~~Issuing Office~~ _____

~~Policy Number~~ _____ ~~Policy Effective Date~~ _____ ~~Policy Expiration Date~~ _____

~~State(s)~~ _____
~~Covered~~ _____
~~Issue Date~~ _____

~~TERMINATION/CANCELATION~~

~~The coverage provided by the policy number shown above is being terminated/canceled effective _____
12:01 a.m. standard time at the insured's mailing address for the following reason(s):~~

~~Issue Date~~ _____

~~CHANGE/DELETION NOTICE~~

~~The coverage information indicated above is being changed. The changes are as follows:~~

~~Revised Insured's Primary~~
~~Name~~ _____

~~Revised Insured's Primary~~
~~Address~~ _____

~~Revised Federal ID No.~~ _____ ~~Revised NCCI Carrier~~
~~Code~~ _____

~~Revised Policy Number~~ _____ ~~Revised Policy Effective Date~~ _____ ~~Revised Policy Expiration Date~~ _____

~~Revised State(s) Covered~~ _____
~~Delete Proof of Coverage~~
~~Notice~~ _____

~~Issue Date~~ _____

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 10
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS
COMPENSATION PREMIUM CREDIT APPLICATION FORM NC-5000 A
(Applies in: CT, HI, MT, NE, NM, OK, OR)**

(Name of Insured)

(Address)

(City, State, Zip Code)

**CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS COMPENSATION
PREMIUM CREDIT APPLICATION Form NC-5000 A**

The Contracting Classification Premium Adjustment Program is applicable to qualifying employers engaged in contracting operations.

A special premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each classification of contracting operations. In order that your premium may be correctly established, please return the completed premium credit application, as set out on the reverse side of this letter, to the:

For all applications except Hawaii:

National Council on Compensation Insurance, Inc.
Customer Service Center
901 Peninsula Corporate Circle
Boca Raton, FL 33487-1362

For Hawaii applications only:

National Council on Compensation Insurance, Inc.
Hawaii Service Center
1001 Bishop Street, Suite 1550
~~American Savings Bank Building~~
Honolulu, HI 96813

NCCI will advise us of any premium credit applicable.

If NCCI does not receive this application within 180 days after policy inception, your premium calculation will not reflect any possible premium credit.

For each applicable classification (both contracting and non-contracting) covering your company's operations in the state that this credit is being applied for (please note that each state that offers this credit requires a separate application), report the total payroll (excluding overtime premium pay, pay in excess of payroll amount charged to partners and sole proprietors as shown on the state rate pages, as well as the entire pay for any exempt sole proprietor, partner, or officer), and the corresponding total number of hours worked for the third calendar quarter (July, August, September) of the year preceding your anniversary rating date.

Note #1: If you did not engage in contracting operations during the third quarter, the requested information to be provided should, then, be for the last complete calendar quarter prior to the anniversary rating date of your workers compensation policy.

Note #2: If you are a new business (no prior operations), submit the requested information for the first complete calendar quarter following the anniversary rating date of your workers compensation policy when available.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 10 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS
COMPENSATION PREMIUM CREDIT APPLICATION FORM NC-5000 A
(Applies in: CT, HI, MT, NE, NM, OK, OR)**

Note #3: In the absence of specific records for salaried employees, you should assume that each individual worked forty (40) hours per week.

Note #4: In absence of specific anniversary rating date being supplied on application, it will be assumed that the policy effective date is the same as the anniversary rating date.

Please preserve your anniversary rating date and payroll records that formed the basis for this declaration, ~~as~~ because we will be required to verify the reported information in order for any premium credit to be applied.

Thank you for your cooperation.

Sincerely,

CONTRACTING CLASSIFICATION—PREMIUM CREDIT APPLICATION

Insured: _____

STATE CREDIT
BEING APPLIED FOR
(NOTE: one state per application): _____

| POLICY NUMBER: | POLICY EFFECTIVE DATE: | ANNIVERSARY RATING DATE (as defined in NCCL's <i>Basic Manual</i>) |
|-------------------|------------------------------|---|
| _____ | _____ | _____ |

CARRIER: _____

NOTE: Unless code(s), total wages paid, total hours worked, and calendar quarter reported are indicated and application is signed, it cannot be processed. Contact your agent or carrier if assistance is desired.

EXHIBIT 10 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS
COMPENSATION PREMIUM CREDIT APPLICATION FORM NC-5000 A
 (Applies in: CT, HI, MT, NE, NM, OK, OR)

The foregoing is based on actual wages (excluding overtime premium pay in excess of payroll amount charged to partners and sole proprietors as shown on the state rate pages, as well as the entire pay for any exempt sole proprietor, partner, or officer) **and hours worked as reflected in our payroll records for the complete calendar quarter.**

| | |
|-----------------------|-------------------------|
| 1st (1/1–3/31) | 2nd (4/1–6/30) |
| 3rd (7/1–9/30) | 4th (10/1–12/31) |

SIGNATURE: _____ **POSITION:** _____ **DATE:** _____

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 11
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
ARKANSAS CONTRACT HAULING WARRANTY ENDORSEMENT WC 03 06 03 A
(Applies in AR)**

ARKANSAS CONTRACT HAULING WARRANTY ENDORSEMENT WC 03 06 03 A

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

Some of your employees haul under contract. The payroll of your employees engaged in hauling under a contract shown in the Schedule will be classified and rated as though those employees were engaged directly by the contracting party.

We have specifically determined and you warrant that each of the contracts shown in the Schedule meets all of the following conditions:

1. The contract term is one year or more.
2. Specific trucks and employees are assigned to perform the hauling under the contract and are used exclusively for that purpose.
3. A separate record of payroll is kept of employees engaged in hauling under the contract.

Payroll of employees engaged in hauling under any contract where all of these conditions do not exist will be classified and rated as Code 7228—~~Trucking~~. The use of any classification other than Code 7228—~~Trucking~~ to cover contract hauling is not available except upon our specific determination that all of these conditions exist.

Schedule

Contracting Party

Governing Classification

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 11
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT WC 06 03 03 C
(Applies in CT)**

CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT WC 06 03 03 ~~B~~ C

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in Item 3.A. of the Information Page.

The amount shown on the Information Page for the Connecticut workers compensation fund assessment is required of you under Section 31-345 (~~Certificate of solvency; assessments; overpayments~~) of the Connecticut General Statutes. ~~As provided in Section 31-284(c) (Employer rights and liabilities), We~~ will pay these assessments to the Connecticut State Treasurer. The purpose of the assessment is to finance the expenses of administering the workers compensation laws.

THE AMOUNT SHOWN ON THE INFORMATION PAGE FOR THE CONNECTICUT SECOND INJURY FUND SURCHARGE IS REQUIRED OF YOU UNDER CONNECTICUT REGULATIONS TO FINANCE THE CONNECTICUT SECOND INJURY FUND. WE WILL PAY THIS SURCHARGE TO THE CONNECTICUT STATE TREASURER.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 11

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
FEDERAL COAL MINE SAFETY AND HEALTH ACT COVERAGE ENDORSEMENT WC 00 01
02 A
(Applies in FL)**

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

This endorsement applies only to work in a state shown in the Schedule and subject to the Federal Coal Mine Safety and Health ~~and Safety~~ Act of 1969 (30 U.S.C Sections 801–945 ~~931–942~~). 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 ~~and Safety~~ Act of 1969 (30 U.S.C Sections 801–945 ~~931–942~~) 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

Note:

1. Use this endorsement when the policy is to cover exposures subject to the Federal Coal Mine Safety and Health ~~and Safety~~ Act.
2. Federal Black Lung workers compensation insurance is provided in a state (including monopolistic state fund states) by naming the state in the Schedule.
3. If this endorsement is used with a policy that does not provide any state workers compensation insurance, the insurer may enter the words "no coverage," or "none," or the equivalent, in Item 3.A. of the Information Page.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 12
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
LABOR CONTRACTOR ENDORSEMENT WC 00 03 20
(Applies in FL)**

LABOR CONTRACTOR ENDORSEMENT WC 00 03 20

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

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

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

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

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

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

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

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

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

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

The policy may be cancelled according to its terms. If the policy is cancelled, we will send notice of such cancellation to the labor contractor.

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

Schedule

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

Note:

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 12 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
LABOR CONTRACTOR ENDORSEMENT WC 00 03 20
(Applies in FL)**

1. This endorsement may be used when the insured named in Item 1 of the Information Page has agreed to provide insurance against workers compensation and employers liability claims made by leased employees of the insured against a labor contractor named in the Endorsement Schedule.
~~See **Basic Manual** Rule IX—Special Conditions or Operations Affecting Coverage and Premium.~~
2. This endorsement may be used only if the state where the work is performed is a state shown in Item 3.A. of the Information Page.
3. One use of this endorsement is to afford insurance to a labor contractor providing all the drivers to a trucking company that had previously directly employed those drivers. This insurance would protect against claims brought by those drivers.
4. Show an appropriate entry to Item 3. of the Schedule to limit the endorsement to apply only to specific jobs or contracts of the insured.

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 11
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
ILLINOIS AMENDATORY ENDORSEMENT WC 12 06 01 D
(Applies in IL)

ILLINOIS AMENDATORY ENDORSEMENT WC 12 06 01 ~~C~~ D

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

Part Six (Conditions), Condition A. **Inspection**, Condition D. **Cancellation** and Condition E. **Sole Representative** of the policy are replaced by these four Conditions.

Inspection

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

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
 - a. ~~At~~ least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
 - b. ~~At~~ least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. Nonpayment of premium.
 - b. The policy was issued because of a material misrepresentation.
 - c. You violated any of the material terms and conditions of the policy.
 - d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
 - e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
 - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for cancelling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. If we fail to give 60 days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 11 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
ILLINOIS AMENDATORY ENDORSEMENT WC 12 06 01 D
(Applies in IL)**

prove notice. An exact and unaltered copy of such notice shall also be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.

2. Our notice of nonrenewal will state our reasons for not renewing.
3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. ~~We show you a willingness to renew the policy; or~~
 - a. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. You fail to pay all premiums when due; or
 - c. You obtain other insurance as a replacement of the policy.

Sole Representative

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

Part Five (Premium), Section G. **Audit** is replaced by this Section.

Audit

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

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 11

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
MAINE SUPPLEMENTAL BENEFITS FUND ENDORSEMENT WC 18 06 07 A
(Applies in ME)**

**MAINE SUPPLEMENTAL BENEFITS EMPLOYMENT REHABILITATION FUND ENDORSEMENT WC
18 06 07 A**

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

We are required by the Maine ~~Supplemental Benefits~~ Employment Rehabilitation Fund, Chapter 448, to collect a surcharge for this policy to fund payments made in accordance with the reimbursement provisions of Section 355 of Title 39A. ~~Supplementary assessments~~ may be levied during this policy period if exigent conditions arise and the balance in the fund is inadequate to discharge reimbursement in a timely fashion. ~~The Maine Supplemental Benefits Fund Oversight Committee will determine the premium surcharge and the Policyholders will be noticed accordingly. The surcharge applies to standard premium after application of premium credits for deductibles up to \$5,000. The premium subject to surcharge will not be further reduced by premium credits for deductibles in excess of \$5,000. The premium subject to surcharge is not subject to premium discount and expense constant. The surcharge is calculated for retrospectively rated policies in the same manner as it is calculated for large deductible policies, however, there will be no application of discount premium credits for retrospectively rated policies.~~

Schedule

Surcharge: _____ %

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

**EXHIBIT 11
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
OREGON EMPLOYEE LEASING LABOR CONTRACTOR ENDORSEMENT WC 36 03 03 B
(Applies in OR, residual market only)**

OREGON EMPLOYEE LEASING LABOR CONTRACTOR ENDORSEMENT WC 36 03 03 ~~A~~ B

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

This endorsement is applicable to all policies issued to Oregon licensed employee leasing contractors as required by ORS 656.855 and ~~OAR 436-050-0430~~. A copy of the employee leasing contractor license issued by the Oregon regulatory authority shall be provided to the insurer upon request.

If you fail to provide a copy of the employee leasing contractor license within 30 days from the date requested, we may cancel the policy.

Clients are covered in this policy, as if the client was a named insured, if the client company is listed in the Schedule.

Premium for each client company is based upon the client company class codes and is subject to the individual experience rating factor of the client company.

The client company experience rating factor may be tentative and subject to the late experience rating modification application rules in Oregon statutes, regulations or bulletins.

Schedule

**Legal name and entity status of the client
company**

Address

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE

EXHIBIT 12

FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
OREGON WORKERS COMPENSATION INSURANCE PLAN—OTHER STATES ENDORSEMENT

WC 36 03 04

(Applies in OR)

~~OREGON WORKERS COMPENSATION INSURANCE PLAN—OTHER STATES ENDORSEMENT WC 36-
03-04~~

~~This endorsement applies only to the insurance provided by the policy because Oregon is shown in Item
3.A. of the Information Page.~~

~~Sections A.3. and A.4. under PART THREE—OTHER STATES INSURANCE of the *Workers Compensation
and Employers Liability Insurance Policy* are amended to read as follows and Section A.5. is added:~~

~~A. **How This Insurance Applies:**~~

- ~~3. We will reimburse you for the benefits required by the workers compensation law of that state.~~
- ~~4. If you have work on the effective date of this policy in any state listed in Item 3.C. of the Information
Page, coverage will not be afforded for that state unless we are notified within thirty days.~~
- ~~5. This insurance applies only to accidental injuries and/or death occurring outside of the state of
Oregon to workers employed in the state of Oregon who are otherwise entitled to the benefits of ORS
656.001 to 656.794 as though the workers were injured within the state of Oregon.~~

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 13

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
OREGON RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC**

36 03 05 A

(Applies in OR, residual market only)

OREGON RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 36 03 05 A

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

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c. The duration of the job or contract requiring the work being performed in the state for which the person is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the conditions above apply, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.
4. This insurance applies only to accidental injuries and/or death occurring outside of the state of Oregon to workers employed in the state of Oregon who are otherwise entitled to the benefits of ~~ORS 656.001 to 656.794~~ as though the workers were injured within the state of Oregon.

B. Notice

Tell us at once if you begin work in any state not listed in Item 3.A. of the Information Page.

IMPORTANT NOTICE !

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

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 11

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
SOUTH DAKOTA DIRECT ACTION STATUTE ENDORSEMENT WC 40 06 01 A
(Applies in SD)**

SOUTH DAKOTA DIRECT ACTION STATUTE ENDORSEMENT WC 40 06 01 A

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because South Dakota is shown in Item 3.A. of the Information Page.

1. Your injured employee, or the persons entitled to sue you for damages in the event of the death of the employee, may add us as a defendant in a suit against you to recover damages because of bodily injury or death to your employee.
2. We are directly liable to pay to your injured employee, or to the persons entitled to sue you for damages in the event of the death of the employee, the damages for which you are liable.

This endorsement is subject to all provisions of Part Two (Employers Liability Insurance) that do not conflict with the direct action statute (Section ~~58-20-12~~58-20-12) of the South Dakota Workers' Compensation Law.

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY INSURANCE**

EXHIBIT 11

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
West Virginia Workers Compensation and Employers Liability Coverage for Domestic
Service Employees Endorsement WC 47 03 14 B
(Applies in WV)**

**WEST VIRGINIA WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FOR
DOMESTIC SERVICE EMPLOYEES ENDORSEMENT WC 47 03 14 ~~A~~ B**

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

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

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

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

WORKERS COMPENSATION COVERAGE

A. How This Coverage Applies

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

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

B. We Will Pay

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

C. Other Insurance

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

D. Exclusion

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

E. Law Provision

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

EMPLOYERS LIABILITY COVERAGE

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 11 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
West Virginia Workers Compensation and Employers Liability Coverage for Domestic
Service Employees Endorsement WC 47 03 14 B
(Applies in WV)

A. How This Coverage Applies

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

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

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. ~~F~~or which you are liable to a third party by reason of a claim or suit against you to recover damages obtained from the third party;
2. ~~F~~or care and loss of services; and
3. ~~F~~or 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. ~~B~~ecause of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This Coverage does not apply to:

1. ~~B~~odily injury arising out of any of your business pursuits.
2. ~~B~~odily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, including by your deliberate intention as that term is defined by W. Va. Code § 23-4-2(d)(2).
3. ~~A~~ny obligation imposed by a workers compensation or occupational disease law or any similar law.

D. Other Insurance

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

E. Limits of Liability

ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

EXHIBIT 11 (CONT'D)
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
West Virginia Workers Compensation and Employers Liability Coverage for Domestic
Service Employees Endorsement WC 47 03 14 B
(Applies in WV)

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below, regardless of the number of insureds, claims or suits, or persons who sustain bodily injury.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for damages because of bodily injury to one or more residence employees arising out of any one accident. That limit includes damages for death, care, and loss of services.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—coverage limit" is the most we will pay for damages because of all bodily injury by disease to one or more residence employees. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. The limits include damages for death, care, and loss of services.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

POLICY PROVISIONS

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

| 1. Domestic Service Employees | Number | Rates | Premium |
|---|----------|-----------------------------|---------|
| Inservants | | | |
| Outservants, including private chauffeurs | | | |
| <u>Domestic</u> | | | |
| <u>Workers—Residences—Full-Time</u> | | | |
| <u>Domestic</u> | | | |
| <u>Workers—Residences—Part-Time</u> | | | |
| 2. State: | | Workers Compensation Law | |
| 3. Limits of Liability for Employers Liability Coverage | | | |
| Bodily Injury by Accident | \$ _____ | each accident | |
| Bodily Injury by Disease | \$ _____ | coverage limit | |
| | \$ _____ | each employee | |