

**Excess Insurance Policy For Self-Insurer of
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
INFORMATION PAGE**

POLICY NO.:

Self Insured Certificate No.:

Renewal of No.:

ITEM 1.: The Insured:

- Individual
- Partnership
- Corporation
- or

ITEM 2. Mailing Address:

ITEM 3.: Effective Date of Policy: From

ITEM 4. Cancellation Notice: Days Written Notice, Subject to Part Seven – Conditions, Paragraph L.

ITEM 5. Coverage

- a. Workers Compensation Insurance: Part One of the policy applies to your obligations under the Workers Compensation Law of the State(s) listed here:
- b. Employers Liability Insurance: Part Two of the policy applies to your obligations in each State listed in Item 5.a.
- c. Other States Insurance: Part Three of the policy applies to your obligations in all other States, except those listed here:

ITEM 6. Your Retention for each accident or each employee for disease

ITEM 7. Our Limit of Indemnity for each accident or each employee for disease:

- a. For Workers Compensation Insurance:
- b. For Employers Liability Insurance:
- c. For Workers Compensation and Employers Liability Insurance Combined:

ITEM 8. The premium for this policy will be determined on the basis of the information shown below, subject to verification and change by audit:

TOTAL ESTIMATED ANNUAL REMUNERATION	RATE PER \$100 REMUNERATION	ESTIMATED ANNUAL PREMIUM

Terrorism Rate per \$100 Remuneration

Catastrophe (Other than Certified Acts of Terrorism) Rate per \$100 Remuneration

Terrorism Premium

Catastrophe Premium

Total Estimated Annual Premium

Advance Premium for this Policy

Minimum Annual Premium

Interim Policy Adjustment Period

Dated:

Countersigned By: _____
Authorized Representative

Policy Issuing Office:

Date of Issue:

Agent:

POLICY NUMBER:

EXCESS INSURANCE POLICY FOR SELF-INSURER OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in Item 1. of the Information Page. The words "we", "us" and "our" refer to the Company providing this insurance. Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

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

A. THE POLICY

This policy includes the Information Page. It is a contract of insurance between you and us. The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by an endorsement made a part of this policy.

B. CONTINUOUS POLICY

This policy is effective at 12:01 a.m. on the effective date stated in Item 3. of the Information Page and will remain in full force and effect until cancelled as provided in Part Seven – Conditions, Paragraph L. of this policy. All of the provisions of this policy apply separately to each consecutive 12 month period beginning with the date shown in Item 3. of the Information Page in the same manner as if a separate policy had been written for each such consecutive period.

C. WHO IS INSURED

You are insured if you are an employer named in Item 1. of the Information Page. If you are a partnership or joint venture, each partner or member of the joint venture is insured only in the capacity as employer of employees of the partnership or joint venture.

D. WORKERS COMPENSATION LAW

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state named in Item 5.a. of the Information Page. It includes any amendments to that law which are in effect during the term of this policy. It does not include provisions of any law that provides non-occupational disability benefits.

E. QUALIFIED SELF-INSURER

You represent that you are a duly qualified self-insurer under the Workers Compensation Law of each state named in Item 5.a. of the Information Page and will continue to maintain such qualifications during the term this policy is in effect. If you should terminate such qualifications or if your qualification as a self-insurer is cancelled or revoked while this policy is in force, the amounts payable under this policy will not exceed the amounts which would have been payable if such qualifications had been maintained in full force and effect.

F. STATE

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

PART ONE – WORKERS COMPENSATION INSURANCE

- A.** We will indemnify you for loss as a qualified self-insurer under the Workers Compensation Law in excess of your retention stated in Item 6. on the Information Page but not for more than the limit of indemnity stated in Item 7. of the Information Page.
- B.** Loss means amounts actually paid by you as a self-insurer under the Workers Compensation Law.
- C.** This insurance applies to losses paid by you as a qualified self-insurer under the Workers Compensation Law for bodily injury by accident or bodily injury by disease including resulting death, provided:
1. the bodily injury by accident occurs during the period this policy is in force; or
 2. the bodily injury by disease is caused or aggravated by the conditions of employment by you. The employee's last day of last exposure to those conditions of that employment causing or aggravating such bodily injury by disease must occur during the period this policy is in force.
- D.** We will not indemnify you for any payments made by you in excess of benefits regularly required by the Workers Compensation Law if such excess payments are required because:
1. of serious and willful misconduct by you;
 2. you employed an employee in violation of law;
 3. you failed to comply with a health or safety law or regulation;
 4. in violation of the Workers Compensation Law, you discharged, coerced, or otherwise discriminated against any employee; or
 5. you violated or failed to comply with any Workers Compensation Law.
- E.** We will not indemnify you for any loss arising out of operations for which you have rejected any Workers Compensation Law.

PART TWO – EMPLOYERS LIABILITY INSURANCE

- A.** We will indemnify you as a qualified self-insurer of employers liability for loss in excess of your retention stated in Item 6. on the Information Page but not for more than the limits of indemnity stated in Item 7. of the Information Page.
- B.** Indemnity by us will be made only if the original suit and any related legal actions for damages for bodily injury by accident or disease was brought in the United States of America, its territories or possessions, or Canada.
- C.** Loss means amounts which you legally paid as damages because of bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
- D.** This insurance applies to losses paid by you as a qualified self-insurer of employers liability for bodily injury which arises out of and in the course of the injured employee's employment by you, provided:
1. the bodily injury by accident occurs during the period this policy is in force;
 2. the bodily injury by disease is caused or aggravated by the conditions of employment by you. The employee's last day of last exposure to those conditions of that employment causing or aggravating such bodily injury by disease must occur during the period this policy is in force; and
 3. the employment is necessary or incidental to work conducted by you in a state listed in Item 5.a. of the Information Page.

E. DAMAGES INCLUDE

1. damages for which you are liable to a third party by reason of a claim, suit or proceeding against you to recover damages obtained by an injured employee of yours from the third party;
2. damages for care and loss of services of an injured employee of yours;
3. damages for consequential bodily injury to a spouse, child, parent, brother, or sister of the injured employee of yours; and

provided such damages in 1., 2., and 3. above 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. damages because of bodily injury to an employee of yours arising out of and in the course of employment, claimed against you in a capacity other than as employer.

F. EMPLOYERS LIABILITY INSURANCE EXCLUDES

1. liability assumed under a contract;
2. punitive or exemplary damages;

3. bodily injury to an employee while employed in violation of law;
4. bodily injury intentionally caused or aggravated by or at your direction;
5. bodily injury occurring outside the United States of America, its territories or possessions, or 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 working outside these countries for you;
6. damages arising out of your violation of law in the discharge of, coercion of, or discrimination against any employee;
7. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law; or
8. damages arising out of operations for which you:
 - a. have violated or failed to comply with any workers compensation law, or
 - b. have rejected any workers compensation law.

PART THREE – OTHER STATES INSURANCE

A. This policy applies in other states not shown in Item 5.a. of the Information Page if an employee of yours is injured in such a state and if the work of such injured employee of yours was within the scope of such employee's employment, at your direction, and was temporary and transitory in such other state provided you are not insured or self-insured in such other state, and

1. such other state is not listed as an exception in Item 5.c. of the Information Page;
2. such injured employee was regularly employed in a state listed in Item 5.a. of the Information Page;
3. the work in the other state was incidental to work in a state shown in Item 5.a. of the Information Page; and

4. the work of such injured employee was not at a permanent or fixed location of yours subject to the workers compensation law in such other state.

- B. For any workers compensation benefits awarded under the law of any other state except those listed in Item 5.c. of the Information Page, we will indemnify you only to the extent that the other state benefits do not exceed benefits which would have been paid to such injured employee under the workers compensation law of the state in which such employee is regularly employed.
- C. For any workers compensation benefits awarded under the U. S. Longshoremen's and Harbor Workers' Compensation Act, except if such Act is listed in Item 5.c. of the Information Page, we will indemnify you only to the extent that those benefits do not exceed benefits which would have been paid to such injured employee under the workers compensation

law of the state in which such employee is regularly employed.

PART FOUR – INSURED’S RETENTION AND INSURER’S LIMIT OF INDEMNITY

A. RETENTION BY INSURED

You shall pay from your own account without other insurance, all loss up to the amount stated in Item 6. of the Information Page as Your Retention.

B. LIMIT OF INDEMNITY BY INSURER

We will indemnify you for loss over the amount stated as Your Retention in Item 6. of the Information Page. The limit of indemnity for Workers Compensation Insurance will not exceed the limit stated in Item 7.a. of the Information Page. The limit of indemnity for Employers Liability Insurance will not exceed the limit stated in Item 7.b. of the Information Page. The total indemnity for Workers Compensation and Employers Liability Insurance combined will not exceed in any event the limit stated in Item 7.c. of the Information Page.

C. HOW RETENTION AND LIMIT OF INDEMNITY APPLY

Your Retention and our Limit of Indemnity stated on the Information Page apply to losses paid by you as a qualified self-insurer of Workers Compensation and Employers Liability as follows:

1. To one or more employees because of bodily injury or death in any one accident.
2. To any one employee for bodily injury or death by disease.

The inclusion of more than one legal entity as Insured in Item 1. of the Information Page will not increase your Retention nor our Limit of Indemnity.

D. ACCIDENT

1. Accident means each accident or occurrence or series of accidents or occurrences arising out of any one event.
2. An accident is deemed to end 72 hours after the event commences. Each subsequent 72 hours is deemed to be a separate accident period.

E. DISEASE

Disease is an accident only if it results directly from bodily injury by accident.

PART FIVE – CLAIM EXPENSES

A. Claim expenses of yours means litigation costs, interest as required by law on awards or judgments, and your claims investigation or legal expenses which can be directly allocated to a specific claim. Claim expenses exclude: salaries and travel expenses of employees of yours, annual retainers, overhead and any fees you paid for claim administration.

amount of loss paid by us bears to the total amount of the loss. Such payments to indemnify you for claim expenses are in addition to our limit of indemnity.

B. We will indemnify you for a portion of the claim expenses incurred by you. The amount of the indemnity will be the percentage of your claim expenses determined by the ratio that the

C. We have no duty to investigate, handle, settle or defend any claim, proceeding or suit against you.

PART SIX – PREMIUM

A. PREMIUM DETERMINATION

Premium will be determined on the basis of the entire payroll and other remuneration paid or payable to all employees and officers of yours.

Remuneration includes 1. and 2. below:

1. Payroll, salaries, commissions, bonuses, overtime pay, pay for holidays, vacations, pay for piece work, payments under profit sharing or incentive plans, the value of lodging, apartments, and meals received by employees as part of their pay, and the value of store certificates, merchandise, credits, or any other substitute for money received by employees as part of their pay.
2. The entire amount received by any other person engaged in work which could make you liable under Part One – Workers Compensation of this policy. This section 2. will not apply if you give proof to us that the employers of these persons lawfully secured their workers compensation obligations.

B. ESTIMATED PREMIUM

The estimated premium shown on the Information Page is an estimate and is subject to verification by inspection or audit.

C. ADVANCE PREMIUM

The advance premium stated in Item 8. of the Information Page is a deposit premium payable at the inception of this policy and will be retained by us until the end of each interim policy adjustment period.

D. EARNED PREMIUM

The earned premium will be determined at the end of each interim policy adjustment period by use of actual, instead of estimated, premium base. You will promptly pay such earned premium to us. If the earned premium exceeds premium previously paid, you will promptly pay such excess to us. If such earned premium is less than premium previously paid, we will promptly return the balance to you. The earned premium for each 12 month term of this policy will not be less than the Minimum Annual Premium stated in Item 8. of the Information Page.

E. TERMINATION OF POLICY

The termination date of this policy will be deemed the end of the final interim policy adjustment period. If the earned premium upon termination of this policy exceeds premium previously paid, you will pay such excess to us. If such earned premium is less than premium previously paid, we will return the balance to you.

PART SEVEN – CONDITIONS

A. NOTICE OF ACCIDENT

1. You shall give prompt written notice to us if a claim for an injury or disease occurs which appears to involve indemnity by us.
2. You shall also give prompt written notice to us if an injury of the following type occurs:
 - a. a fatality;
 - b. an amputation of a major extremity;
 - c. any serious head injury (including skull fracture or loss of sight of either or both eyes);
 - d. any injury to the spinal cord;
 - e. any disability where it appears reasonably likely that there will be disability of more than one year; or
 - f. any second or third degree burn of 25% or more of the body.

3. Notice of accident given to us shall contain complete details on the injury, disease, or death. If a suit, claim or other proceeding is commenced because of an injury listed in section 2. above or on any injury which appears to involve indemnity by us, you shall give us:
 - a. all notices and legal papers related to the claim, proceeding or suit, or copies of these notices and legal papers; and
 - b. copies of reports on investigations made by you on such claims, proceedings, or suits.

B. YOUR DUTIES AND OURS

1. We have no duty to investigate, handle, settle or defend any claims, suits, or proceedings against you.
2. We have the right and shall be given the opportunity by you to associate with you in the defense, investigation, or settlement of any claim, suit or proceeding which appears to involve indemnity by us. In such association, you and we shall cooperate in all aspects of defense, investigation, or settlement.

C. APPEALS

If you do not appeal an award or judgment which exceeds your Retention, we have the right to take an appeal at our own cost and expense and shall be liable for costs, disbursements and interest related to the appeal. If we elect to appeal, our liability on such an award or judgment shall not exceed the limit of indemnity in Item 7. of the Information Page plus the cost and expense of such appeal.

D. PAYMENT OF LOSS TO YOU

We will indemnify you for any loss under this policy as follows:

1. For Part One – Workers Compensation Insurance and Part Three – Other States Insurance – you will pay all benefits required of you by the workers compensation law. The indemnity by us will be made at monthly intervals after we have received proofs of payments by you. Workers Compensation awards shall not be settled on a lump sum basis without written consent from us.

2. For Part Two – Employers Liability Insurance – if damages are awarded which you legally must pay, you shall pay such damages. The indemnity will be made within 30 days after we have received proof of payment by you.

E. SUBROGATION – RECOVERY FROM OTHERS

1. We have the right to recover all payments which we have made to you from anyone liable for such loss. If you recover from anyone liable for such loss, we shall first be reimbursed from such recovery to the extent of our payments to you.
2. If you do not commence an action or proceeding to recover damages from anyone liable for a loss paid by us, we have the right to recover damages from anyone liable for such loss. You will do everything necessary to protect those rights and help us to enforce them. Any such recovery by us will be allocated as follows:
 - a. we will be reimbursed for all of our payments under this policy;
 - b. any balance of the recovery which remains after we have been reimbursed will be paid to you.
3. Expenses of all proceedings to recover from anyone liable for injury covered by this policy will be allocated between you and us in the ratio represented by the allocation of any damages which have been recovered.
4. If such an action or proceeding undertaken solely by us results in no recovery, all related expenses will be paid by us.
5. If there is insurance coverage in excess of our limit of indemnity under this policy and if subrogation recovery is obtained from anyone liable for loss, any such excess carrier will be reimbursed for any loss paid in excess of our limit of indemnity before any reimbursement to us and you under the provisions of this Section E.

6. If there is no insurance coverage in excess of our limit of indemnity and if there is a subrogation recovery in excess of our limit of indemnity, you will be reimbursed to the extent of any loss paid by you in excess of the our limit of indemnity, before we are reimbursed under the provisions of this Section E.

F. ACTIONS AGAINST US

There will be no right of action against us unless you have complied with all the terms of this policy.

G. OTHER INSURANCE

If you have other insurance, reinsurance, indemnity, or reimbursement agreement applicable to a loss for which you would be indemnified under this policy, the indemnity under this policy will apply in excess of such other insurance, reinsurance, indemnity or reimbursement and will not contribute to such a loss with such other insurance, reinsurance, indemnity or reimbursement. This condition does not apply to other insurance, reinsurance, indemnity or reimbursement which you have procured to apply in excess of the sum of your retention and our limit of indemnity under this policy.

H. INSPECTION

We have the right at any time, but are not obliged to inspect your operations and workplaces. Such inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give reports to you on the conditions found upon inspection. 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, code, or standards.

I. AUDIT

You will keep records needed to compute the premium in accordance with Part Six – Premium and send copies of those records when we ask for such records. You will also send them to us at the end of each interim policy adjustment period and upon termination of this policy. We have the right to examine and audit all records of yours which relate to this policy, including ledgers, journals, registers, vouchers, contracts, tax reports,

disbursement records and programs for storing and retrieving data. Information developed by audit will be used to determine earned and final premium. We have the right to conduct audits during regular business hours while this policy is in force and within three years after the final settlement of all claims or payments made on account of bodily injury to employees throughout the term of this policy.

J. ASSIGNMENT

An assignment of interest under this policy will not bind us unless an endorsement assigning interest under this policy is issued by us to be part of this policy.

K. BANKRUPTCY OR INSOLVENCY OF INSURED

Your bankruptcy or insolvency will not relieve us of our duties and liabilities under this policy. After your retention has been reached, payments due under this policy will be made by us as if you had not become bankrupt or insolvent, but not in excess of our limit of indemnity. Such payments will be made to the Trustee in Bankruptcy or as a Court of competent jurisdiction may ultimately direct.

L. CANCELLATION

We or you may cancel this policy at any time by advance written notice stating when the cancellation is to take effect. Such cancellation notice shall be not less than the number of days shown in Item 4. of the Information Page. If we cancel because of non-payment of premium by you, we have the right to cancel this policy on ten days written notice to you. Mailing notice of cancellation by registered or certified mail or delivery of such notice by personal service at the address shown in Item 2. of the Information Page will be sufficient to prove notice. If you cancel this policy on a date other than at the end of any 12 month period following the effective date of this policy, we will determine earned premium in accordance with the short rate table we use. You shall pay the earned premium determined for the cancelled policy. Any premium due you will be returned promptly by us. Actual return of premium due you is not a condition to the effectiveness of cancellation of this policy as provided in this Condition.

M. SOLE REPRESENTATIVE

If more than one Insured is named in Item 1. of this policy, the first named in Item 1. of the Information Page will act on behalf of all Insureds to give or receive notice of cancellation, receive return premium or indemnity, or request change in this policy.

N. POLICY CONFORMS TO LAW

If terms of this policy are in conflict with any law applicable to this policy, this statement amends this policy to conform to such law.

O. CAPTIONS

The headings or captions used in this policy are for the purpose of reference only and shall not otherwise affect the meaning of this policy.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

The INSURED shown on the Declarations Page shall include:

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

CHANGES

Your signature indicates you acknowledge and accept the provisions of this endorsement.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS LIABILITY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

Part Two - Employers Liability Insurance is changed by replacing Paragraph F. 6. with the following:

6. Damages arising out of: coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee or any personnel practices policies, acts or omissions.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT
DISCLOSURE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

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

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

Definitions

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

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

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown on the Information Page.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (EX 00 16), attached to this policy.

For purposes of this endorsement, the following definitions apply:

Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.

Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
- b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
- c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

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

This agreement shall not operate directly or indirectly to benefit any one not named in the SCHEDULE on this endorsement.

SCHEDULE

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN LAW ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY FOR SELF-INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY

The provisions of the policy apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in item 5. a. and 5. b. of the Information Page.

This policy is amended to reflect the following changes and/or additions to clarify or comply with Wisconsin Law:

- I. If our agent has knowledge of a change in or a violation of a policy condition, this will be considered our knowledge and will not void the policy or defeat a recovery for a claim.
- II. "Workers Compensation Law" means Chapter 102, Wisconsin Statutes. It does not include and this policy does not apply to any obligation under Chapter 40, Wisconsin Statutes, or Section 66.191, Wisconsin Statutes, or any amendment to these laws.
- III. Any language involving "Actions Against Us" is replaced and amended to provide that no legal action may be brought against us until there has been full compliance with all the terms of this policy.
- IV. If any injury occurs that may be covered by this insurance, the policy is amended to provide that you must notify us of that injury as soon as reasonably possible.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY FOR SELF-INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY

The provisions of the policy apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective
	Endorsement Number

This endorsement applies only to the insurance provided by the policy because Wisconsin is shown in item 5. a. and 5. b. of the Information Page.

The Cancellation Section of the Part Seven – Conditions is deleted and replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. If you purchase replacement insurance, the cancellation becomes effective on the date the new coverage becomes effective. If no replacement coverage is purchased, the cancellation will be effective thirty (30) days after receipt of written notice by the Wisconsin Compensation Rating Bureau.
2. We may cancel this policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
 - a. you fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;

- b. a material misrepresentation;
- c. a substantial breach of the obligations, conditions or warranties under the policy; or
- d. a substantial change in the risk we assumed under the policy unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.

3. If we cancel for any other permissible reason other than non-payment of premium, we must deliver or mail, first class, not less than* thirty (30) days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 2 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in a notice of cancellation.

B. Nonrenewal

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than* sixty (60) days advance written notice stating our intention not to renew this policy.

2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.
3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year whichever is less.
4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policyholder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after the notice is mailed or delivered, in which case, you, the policyholder, may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that; (a) is less than 25%; or, (b) results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

- * Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder which extends the cancellation or nonrenewal notification timeframe, will supersede the aforementioned notification requirements found in items A.3., and B.1., respectively.