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## **ENDORSEMENTS**

### General Information

(Regarding standard policy, information page and endorsements)

The endorsement forms shown on the subsequent pages are for use with policies effective December 1, 1993 and thereafter, in conjunction with the adoption of the standard policy form and information page.

THE PAGES WHICH APPEAR HEREIN INCLUDE COPYRIGHT MATERIAL FROM THE NATIONAL COUNCIL ON COMPENSATION INSURANCE AND THE PENNSYLVANIA COMPENSATION RATING BUREAU.

The standard policy and endorsements have been filed on behalf of the members of the Bureau and approved by the Insurance Commissioner. Accordingly, individual filings with the Insurance Department are not required if a member carrier uses the standard form. However, a specimen copy of each approved form prepared by the carrier shall be filed with the Bureau. Any company which makes other than authorized changes in or additions to such approved Bureau forms must file the forms directly with the Insurance Department in accordance with Chapter 89b of the Pennsylvania Insurance Regulations, providing a copy of such filing to the Bureau.

The information page and its notes were also filed and approved as a standard form. The specific form filed was the form copyrighted by the National Council on Compensation Insurance. Use of an information page and the exercise of any of the other specified options will be considered an approved form, subject only to filing with the Bureau. Any omission(s) of required items from an information page will require filing of such information page with the Insurance Department, with a copy of such filing to be forwarded to the Bureau. Any of the standard forms may be ordered from the National Council on Compensation Insurance. Pennsylvania forms may be ordered from the Pennsylvania Compensation Rating Bureau.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 01 02 B****FEDERAL MINE SAFETY AND HEALTH ACT COVERAGE ENDORSEMENT**

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

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

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

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

## Schedule

**State**

**Note 1:** Use this endorsement when the policy is to cover exposures subject to the Federal Mine Safety and Health Act.

**Note 2:** Federal Black Lung workers compensation insurance is provided in a state (including monopolistic state fund states) by naming the state in the Schedule.

**Note 3:** If this endorsement is used with a policy that does not provide any state workers insurance, the insurer may enter the words "no coverage", or "none", or the equivalent, in item 3.A. of the Information Page.

WC 00 01 06A

**LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT  
COVERAGE ENDORSEMENT**

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

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

**C. Workers' Compensation Law**

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

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

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

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

**Note 1:** The Longshore and Harbor Workers' Compensation Act is a federal workers' compensation law that applies to workers in maritime employments, including longshore and harbor workers, shipbuilders and ship repairers. It does not apply to masters or crews of vessels or persons unloading vessels under 18 tons net. See Rule XI of the Basis Manual for details.

**Note 2:** Use this endorsement to provide workers' compensation insurance and employers liability insurance for work subject to the Longshore and Harbor Workers' Compensation Act in any state, including a monopolistic state fund state.

**Note 3:** Coverage is provided in a state by naming the state in the Schedule.

**Note 4:** The following entry may be typed or printed in the Schedule to provide coverage in item 3.A states. "Each state named in item 3.A of the Information Page."

**Note 5:** The following entry may be typed or printed in the Schedule to provide coverage in item 3.A and 3.C states. "Each state named in item 3.A or 3.C of the Information Page."

WC 00 01 15

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015**

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

**The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.**

You need not do anything further at this time.

**WC 00 03 10**

**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT**

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

Schedule

**Persons**

**State**

Sole Proprietor:

Partners:

Officers:

Others:

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

WC 00 03 10 (Ed. 4-84)

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WC 00 03 11A

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY  
COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

**A. How This Insurance Applies**

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

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

**B. We Will Pay**

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

**C. Exclusions**

This Insurance does not cover:

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

**D. Before We Pay**

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

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

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

**E. Recovery From Others**

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

**F. Employers Liability Insurance**

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of employment shown in the Schedule were shown in item 3.A. of the Information Page.

**WC 00 03 11A**  
(Continued)

SCHEDULE

<u>Employees</u>	<u>State of Employment</u>	<u>Designated Workers Compensation Law</u>
<b>Note 1:</b> Use this endorsement to afford voluntary compensation coverage pursuant to Rule II of the Basic Manual.		
<b>Note 2:</b> Use Voluntary Compensation Maritime Endorsement to provide Voluntary Compensation Coverage under Program 11 of Manual Rule XIII.		
<b>Note 3:</b> Work in a monopolistic state fund should not be included in the Schedule unless employers liability coverage is provided in that state by the Employers Liability Coverage Endorsement.		
<b>Note 4:</b> Various uses of this endorsement are illustrated below.		

SCHEDULE

<u>Employees</u>	<u>State of Employment</u>	<u>Designated Workers Compensation Law</u>
All officers and employees not subject to the Workers' Compensation Law.	Any state shown in item 3.1 of the Information Page.	The state where the injury takes place.
All domestics, farm and agricultural workers.	Utah	Utah
All partners of insured partnership.	Kansas	Kansas



WC 00 03 13

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

**Note 1:** Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.

**Note 2:** The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

**Workers Compensation and Employers Liability Insurance Policy**

**WC 00 03 20 B**

(Ed. 1-06)

**PROFESSIONAL EMPLOYER ORGANIZATION (PEO) EXTENSION ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your leased workers in the state named in Item 2 of the Schedule when provided by a PEO 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:

*Professional Employer Organization (PEO)* is an entity or group of entities who are or were formally related by common management or ownership that provides workers to its client(s) through a PEO arrangement for a fee, pursuant to an agreement, written or otherwise. Without limitation, a PEO may also be referred to as a labor contractor, employee leasing company, lessor, or other similarly administered arrangement.

*Client* is an entity that obtains all or part of its workforce for a fee, pursuant to an agreement, written or otherwise, from another entity through a professional employer organization (PEO) arrangement or that employs the services of an entity through a PEO arrangement. Without limitation, a client may also be referred to as a lessee.

*Temporary worker* is a worker who is furnished to an entity for a finite period of time, including but not limited to one or more of the following work situations:

- Replace an absent worker who will return, such as during an authorized leave of absence, vacation, jury duty, or illness
- Fill a short-term or temporary professional skill shortage
- Staff a seasonal workload
- Staff a special assignment or project where the worker will be terminated or assigned to another temporary project upon completion
- Satisfy the requirements of the employer's overall employment program, such as a probationary period before new workers are granted permanent employee status

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) of your policy will apply as though the PEO 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 PEO 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 PEO'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 PEO with any governmental or regulatory agency.

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

Premium will be charged for your leased workers while provided by the PEO. You must obtain from PEO and furnish to us a complete payroll record of your leased workers provided by the PEO to satisfy your obligations under Part Five (Premium), C.2. You are jointly liable with the PEO for the contributions, premiums, forfeits, or interest attributable to the wages of the workers leased to you by the PEO.

The policy may be cancelled according to its terms or for violation of rules applicable to PEO arrangements, provided that the PEO has been provided a reasonable opportunity to cure the violation. If the policy is cancelled, we will send notice of such cancellation to the PEO and provide you with a notice regarding the status of your coverage.

Part Four (Your Duties If Injury Occurs) applies to you and the PEO. The PEO will recognize our right to defend under

Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

- 1. **PEO** **Address**
- 2. **State Where Work Performed**
- 3. **Contract or Project**

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 20 B**  
(Ed. 1-06)

**Workers Compensation and Employers Liability Insurance Policy**

**WC 00 03 21 A**

(Ed. 1-06)

**PROFESSIONAL EMPLOYER ORGANIZATION (PEO) EXCLUSION ENDORSEMENT**

As used in this endorsement, a PEO arrangement is an arrangement under contract or agreement, written or otherwise, whereby one entity obtains or leases any or all of its workers from another entity for a fee or other compensation. The third party providing PEO services will be referred to as a “PEO.” The entity receiving the services will be referred to as a “client.”

This endorsement is used to exclude workers you lease to specified clients from your policy, which only covers your direct (non-leased) workers. Your policy, to which this endorsement is attached, does not provide coverage for workers you lease to any clients listed below or others added subsequent to policy issuance even if not endorsed on the policy. Any changes to such information must be reported to the carrier immediately.

Schedule

**Client**

**Address**

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 21 A**  
(Ed. 1-06)

**Workers Compensation and Employers Liability Insurance Policy**

**WC 00 03 22 A**

(Ed. 1-06)

**PROFESSIONAL EMPLOYER ORGANIZATION (PEO) CLIENT EXCLUSION ENDORSEMENT**

As used in this endorsement, a PEO arrangement is any arrangement under contract or agreement, written or otherwise, whereby one entity obtains or leases any or all of its workers from another entity for a fee or other compensation. The third party providing PEO services will be referred to as a “PEO.” The entity receiving the services will be referred to as a “client.”

This endorsement is used to exclude leased workers from your policy, which only covers your direct (non-leased) workers. Your policy, to which this endorsement is attached, does not provide coverage for workers you lease from any PEO(s) listed below or others added subsequent to policy issuance even if not endorsed on the policy. Any changes to such information must be reported to the carrier immediately.

Schedule

**PEO**

**Address**

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 22 A**  
(Ed. 1-06)

**WC 00 04 03**

**Workers Compensation and Employers Liability Insurance Policy**

**EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

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

**Note 1:** This endorsement may be used if the insured's experience rating modification factor is not available when the policy is issued.

**Note 2:** An appropriate typewritten entry may be made in the Information Page instead of using this endorsement.

WC 00 04 04

**Workers Compensation and Employers Liability Insurance Policy**

**PENDING RATE CHANGE ENDORSEMENT**

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

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

**Schedule**

State

**Note 1:** Use this endorsement if the rates shown in the policy may change because of a rate filing pending when the policy is issued.

**Note 2:** An appropriate typewritten entry may be made on the Information Page instead of using this endorsement.

**Workers Compensation and Employers Liability Insurance Policy**

**WC 00 04 05**

**POLICY PERIOD ENDORSEMENT**

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

Schedule

From _____	to _____	12:01 A.M.
From _____	to _____	12:01 A.M.
From _____	to _____	12:01 A.M.

**Note 1:** Use this endorsement if the policy period is longer than one year and sixteen days and does not consist of complete twelve month periods.

**Note 2:** Rule III-C of the Basic Manual requires this endorsement to show which period, the first or the last, is to be less than twelve months.



WC 00 04 06

**Workers Compensation and Employers Liability Insurance Policy**

**PREMIUM DISCOUNT ENDORSEMENT**

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

**Schedule**

- |                 |  |          |           |         |
|-----------------|--|----------|-----------|---------|
| 1. <b>State</b> | <b><u>Estimated Eligible Premium</u></b> |          |           |         |
|                 | First                                    | Next     | Next      | Balance |
|                 | \$5,000                                  | \$95,000 | \$400,000 |         |
2. Average percent discount: \_\_\_\_\_ %
3. Other policies:
4. If there are no entries in items 1, 2 and 3 of the Schedule see the Premium Discount Endorsement attached to your policy number:

**Note 1:** Use this endorsement to show the application of Manual Rule VII, Premium Discount, or to identify the insured's policy which shows the application of the Discount Rule.

**Note 2:** Do not make entries in items 1, 2 or 3 if a policy number is to be shown in item 4.

**Note 3:** The company has the option of replacing item 1 with the appropriate Table in use by the company. The company may also revise item 1 to conform to Manual Rules applicable to certain states.

**Note 4:** Item 2 may be used if all eligible premium is developed in one or more states using the same discount.

**Note 5:** Item 3 is available to list all policies that are combined under the Discount Rule.

**Note 6:** Use item 4 if premium discount is shown on another policy issued to the insured.

WC 00 04 07

**Workers Compensation and Employers Liability Insurance Policy**

**RATE CHANGE ENDORSEMENT**

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

**Schedule**

<u>State</u>	<u>Date of Change</u>	<u>State Coverage % Change</u>	<u>Longshore and Harbor Workers' Act Coverage %</u>
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- Note 1:** Use this endorsement to show a change in rates for state coverage.
- Note 2:** Use the first and second column to show the state and effective date of the change.
- Note 3:** Use the third column if the change is a flat percentage applicable to all classifications.
- Note 4:** Use the fourth column to show the new percentage, if any, applicable to non-F classifications for work subject to the Longshore and Harbor Workers' Compensation Act.
- Note 5:** The company may show a fifth column (Classification Code Number and Rate) in order to show the change on a Schedule of Rate basis.

**Workers Compensation and Employers Liability Insurance Policy**

**WC 00 04 14 A**

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

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

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

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

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 04 21 D**

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

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

For purposes of this endorsement, the following definitions apply:

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

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

Schedule		
State	Rate	Premium

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 04 22 B**

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

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

**Definitions**

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

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

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

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

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

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

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

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
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WC 37 03 03

**Workers Compensation and Employers Liability Insurance Policy**

**EXCLUSION OF EMPLOYEES ENDORSEMENT – PENNSYLVANIA**

This endorsement excludes workers compensation coverage for your employees engaged in specific operations described in this endorsement when your employees are covered by the Statutory Employer's policy. The Statutory Employer named below must notify you (and us) that he has in accordance with the provisions of Section 302(a) and (b) of Article III of the Pennsylvania Workers' Compensation Act and of the Pennsylvania Occupational Disease Act assumed the positions of statutory employer with respect to your employees engaged in the operations listed below and agree to continue this position for the entire policy period.

Statutory Employer:

Description of Operations:

**Note 1:** To be attached to a standard provisions policy when the coverage is afforded under the Pennsylvania Workers' Compensation or Occupational Disease Act to a subcontractor when the principal contractor as statutory employer is covering work performed in Pennsylvania by employees of the insured.

**Note 2:** The company may use its own attachment clause and method of execution.

WC 37 03 09A

**Workers Compensation and Employers Liability Insurance Policy**

**STATUTORY EMPLOYER ENDORSEMENT – PENNSYLVANIA**

This endorsement extends your workers' compensation coverage to all of your subcontractors at a specific operation (listed below), when you, (in accordance with the provisions of Section 302(a) and (b) of Article III of the Pennsylvania Workers' Compensation Act and of the Pennsylvania Occupational Disease Act), assume the position of Statutory Employer. Listed below are all subcontractors participating in the operations. We shall include for premium determination all remuneration of employees of the listed subcontractors earned for work done at the specific site.

**Note 1:** To be attached to a standard provisions policy when coverage is afforded under the Pennsylvania Workers' Compensation or Occupational Disease Act to an insured contractor who has assumed the position of statutory employer with respect to employees of named subcontractors.

**Note 2:** Creates a "Wrap Up" situation for all subcontractors at a specific operation. Each subcontractor must have their own Workers' Compensation policy if he has employees and that policy must be endorsed with a hold harmless agreement and the Exclusion of Employee endorsement.

**Note 3:** The company may use its own attachment clause and method of execution.



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 37 03 10 C**

**EXCLUSION OF EXECUTIVE OFFICERS ENDORSEMENT - PENNSYLVANIA**

The executive officers named in the schedule have exercised their right to waive workers' compensation and employers liability benefits payable under this policy. The premium basis for this policy does not include the remuneration of such persons. The insurance carrier is entitled to reimbursement from the employer for any benefits paid under this policy for any of the persons listed in the schedule.

Only officers with an ownership interest in a Subchapter S corporation or officers individually having at least a 5 percent ownership interest in a Subchapter C corporation or serve voluntarily and without remuneration in a non-profit corporation are eligible.

<b>Schedule</b>				
<u>Name of Officer</u>	<u>Office Held</u>	<u>Signature Optional</u>	<u>*Type of Corporation ("S" or "C") or V Interest</u>	<u>% Ownership Interest</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Policy Number \_\_\_\_\_

Policy Effective Date \_\_\_\_\_

Carrier \_\_\_\_\_

Insured's Name \_\_\_\_\_

**WC 37 03 11**

**PENNSYLVANIA MULTIPLE COORDINATED POLICY ENDORSEMENT**

The policy to which this endorsement is attached provides coverage for the workers you lease from the professional employer organization (PEO) to the Client listed below on a multiple coordinated policy basis. The policy does not provide coverage for any Direct Hire Employees of the Client or Covered Employees obtained by the Client from another PEO.

Schedule

**1. Client**

**2. Address**

**WC 37 04 01**

**Workers Compensation and Employers Liability Insurance Policy**

**PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

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

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge (ANC).

The charge is determined by applying the ANC Multiplier to the ANC Basis shown in the table below:

<b>ANC Basis</b>	<b>ANC Multiplier</b>
Estimated Annual Premium	Two times

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

The application of the ANC is subject to the following conditions:

- a) Carriers must comply with all applicable state laws and/or regulations related to audits of workers compensation insurance policies.
- b) The Audit Noncompliance Charge Endorsement is optional. When used, the Audit Noncompliance Charge Endorsement and/or applicable state-specific endorsement must be attached to the policy at inception of the policy term being audited.
- c) The carrier must make two attempts to obtain the audit information and/or complete the audit. At each attempt, the carrier must notify the employer regarding the specific required records and the amount of the ANC to be applied if the employer continues to refuse to comply with the audit.
- d) The carrier must adequately document the audit file regarding the above attempts to obtain the required audit information.

These ANC conditions apply to mail/email, telephone, computer (remote access), and physical audits, unless otherwise provided by state law.

The scenarios listed below may occur and are treated as follows:

If an ANC is applied and the employer...	Then the carrier...
Pays the ANC and later allows the audit	<ul style="list-style-type: none"> <li>• Performs the final audit and determines the final policy premium based on the results of the audit; and</li> <li>• Refunds the ANC to the employer, or applies the ANC amount to any outstanding balance on the policy</li> </ul> <p>Submits a unit statistical correction report to remove the ANC from the previously reported Unit Statistical data.</p>
Does <b>not</b> pay the ANC but later allows the audit	Performs the final audit and determines the final policy premium based on the results of the audit
Pays the ANC but does <b>not</b> later allow the audit	<p>Does not change the previously reported:</p> <ul style="list-style-type: none"> <li>• Unit Statistical data</li> <li>• Noncompliance transactions</li> </ul>
Does not pay the ANC and does <b>not</b> later allow the audit.	

**Note:** The Audit Noncompliance Charge Endorsement must be attached to the policy at inception of the policy term being audited.

**WC 37 04 03**

**DEDUCTIBLE ENDORSEMENT - PENNSYLVANIA**

In consideration of the reduced premium charged for this policy, the insurance afforded by the policy for workers compensation benefits under Pennsylvania Workers' Compensation Law is provided subject to the deductible amount shown below. The deductible shall apply separately to each compensable claim.

The company shall pay the deductible amount to the persons entitled thereto. Upon notice of payments by the company, the insured will promptly reimburse the company for any amounts so paid. Failure of the insured to reimburse the deductible amount within 30 days of statement mailing date on each compensable claim shall be treated as non-payment of premium under the terms of the contract.

The deductible amount is \$\_\_\_\_\_ for each compensable claim.

The premium is reduced \_\_\_\_\_ % in consideration of this deductible.

WC 37 04 04 C

**CERTIFIED SAFETY COMMITTEE ENDORSEMENT – PENNSYLVANIA**

The employer has received a certificate from the Pennsylvania Department of Labor and Industry specifying that the employer has established a safety committee in conformance with the Department's criteria.

This policy is subject to a 5 percent rate credit to recognize the certification of the safety committee. An employer must submit certification renewal affidavits annually to the Department of Labor and Industry in order to qualify for continuation of the 5 percent annual premium credit.

**Note:** This credit shall not apply to the policy period in effect when the certification is issued. The credit must be applied to the next policy in effect following certification.

**WC 37 06 01**

**Workers Compensation and Employers Liability Insurance Policy**

**SPECIAL PENNSYLVANIA ENDORSEMENT – INSPECTION OF MANUALS**

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.

**Note 1:** Use this endorsement to put the insured on notice as to place that manual rules are available for inspection. In addition, use of this endorsement makes such manual rules binding upon the insured.

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WC 37 06 02

**Workers Compensation and Employers Liability Insurance Policy**

**PENNSYLVANIA NOTICE**

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for issuance, renewal or continuation of a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The “Insurance Consultation Services Exemption Act” of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts or omissions of the insurance company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

**Note 1:** To be attached to all standard provisions policies. Attach Pennsylvania Notice to all renewal policies including renewal certificates insuring risks located in Pennsylvania to notify insureds of the provisions of the Pennsylvania Insurance Consultation Services Exemption Act.

**Note 2:** Carriers must attach Pennsylvania Notice to all policies or forfeit the exemptions provided by the Pennsylvania Insurance Consultation Services Exemption Act.

**Note 3:** The company may use its own attachment clause and method of execution.



WC 37 06 03A

**PENNSYLVANIA ACT 86-1986 ENDORSEMENT  
NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, and RETURN OF UNEARNED PREMIUM**

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

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

**Nonrenewal**

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
  - 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.

**Notice of Increase in Premium**

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

**Return of Unearned Premium**

1. If this policy is cancelled and there is unearned premium due you:
  - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
  - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1a. and 1b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

**NOTES**

1. Nonrenewal of, notice of increase in premium for, and return of unearned premium for a workers' compensation and employers' liability insurance policy is governed by Act 86-1986.
2. This endorsement must be attached to a policy showing Pennsylvania in Item 3.A. of the Information Page.