

**PENNSYLVANIA  
COAL MINE  
WORKERS COMPENSATION  
MANUAL**

RULES,  
CLASSIFICATIONS AND RATING VALUES  
FOR  
WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY  
INSURANCE

**COAL MINE COMPENSATION RATING BUREAU  
OF PENNSYLVANIA**

## April 1, 2012 Manual Highlights

### **Manual Information Page**

This Manual Information Page provides an informational summary to Manual users of the changes included in this printing.

### **Section One – Underwriting Rules**

There were no changes made to these pages.

### **Section Two – Classifications and Loss Costs**

Effective April 1, 2012, the following items were revised:

- Loss Costs,
- U. S. L. & H. W. Act Rates and
- Employer Assessment Factor.

### **Section Three – Endorsements**

There were no changes made to these pages.

### **Section Four – Rulings and Interpretations**

There were no changes made to these pages.

### **Section Five – Experience Rating Plan**

Effective April 1, 2012, the following items were revised:

- Expected Loss Values on Table 1,
- Credibility values on Table 2,
- Off-Balance Factor on Table 4 and
- Section IX – Example (Experience Mod Calculation).

### **Section Six – Merit Rating Plan**

There were no changes made to these pages.

## PREFACE

**A.** In accordance with Section 654 of The Insurance Company Law of May 17, 1921, P.L. 682, as amended, and Act 44 of 1993, the Insurance Commissioner has approved this Manual of risk classes, underwriting rules, loss costs and endorsements to become effective 12:01 A.M., December 1, 1993. This Manual applies only to members of the CMCRB and is applicable to all policies subject to the jurisdiction of the CMCRB written by the member carriers, except where the individual member's filing or manual approved by the commissioner provides for a different factor, rule or form.

**B.** Organization of Manual

This Manual has six sections:

- Section One – Underwriting Rules
- Section Two – Classifications and Loss Costs
- Section Three – Endorsements
- Section Four – Rulings and Interpretations
- Section Five – Experience Rating Plan
- Section Six – Merit Rating Plan

**C.** Coal Mine Compensation Rating Bureau Membership List:

- ACE American Insurance Company
- American Business & Personal Insurance Mutual, Inc.
- American Guarantee and Liability Insurance Company
- American Mining Insurance Company
- American Zurich Insurance Company
- Argonaut Insurance Company
- Arrowood Indemnity Company
- BrickStreet Mutual Insurance Company
- Chartis Property Casualty Company
- Colony Specialty Insurance Company
- Continental Casualty Company
- Great Divide Insurance Company
- Hartford Accident & Indemnity Company
- Hartford Casualty Insurance Company
- Hartford Insurance Company of the Midwest
- Insurance Company of North America
- Lackawanna Casualty Company
- Liberty Mutual Fire Insurance Company
- Old Republic General Insurance Company
- Old Republic Insurance Company
- Pacific Employers Insurance Company
- Pennsylvania Surface Coal Mining Insurance Exchange
- Rockwood Casualty Insurance Company
- Somerset Casualty Insurance Company
- State Workers' Insurance Fund
- Travelers Indemnity Company
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- Zurich American Insurance Company
- Zurich American Insurance Company of Illinois

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**RULE I – GENERAL****A. WORKERS COMPENSATION**

Workers Compensation as used in this Manual means workers compensation and occupational disease law of Pennsylvania.

**B. STANDARD POLICY**

Standard Policy means the Standard Provisions Workers Compensation and Employers Liability Policy and Information Page approved by the Pennsylvania Insurance Department, as prescribed in the Standard Policy Form Section.

**C. ENDORSEMENT FORMS**

Endorsement forms mean standard endorsements contained in the Endorsement Forms Section. A standard endorsement must be used in the form prescribed in Section Three.

**D. ENDORSEMENT FORMS SECTION (SECTION THREE)**

Refer to the Endorsement Forms Section for complete description of coverages and instructions on use of the endorsement forms.

**E. APPLICATION OF MANUAL RULES**

Rules apply separately to each policy, unless the applicable Rule specifies to the contrary.

**F. EFFECTIVE DATE****1. Manual**

This Manual applies only from the anniversary rating date which occurs on or after the effective date of this Manual.

**2. Changes**

The effective date of a change in any rule, classification or provision for claim payment is 12:01 a.m. on the date specified on the Manual page. Any change will be highlighted. Unless specified otherwise, each change applies only from the anniversary rating date which occurs on or after the effective date of the change.

**G. ANNIVERSARY RATING DATE****1. Definition**

The anniversary rating date is the effective month and day of the policy in effect and each annual anniversary thereafter unless a different date has been established by the Coal Mine Compensation Rating Bureau.

**2. Rewritten Policies**

If a policy is canceled and rewritten by the same or another carrier, all rules, classifications and carrier manual rates of the rewriting carrier which were in effect as of the anniversary rating date shall apply to the rewritten policy until the next anniversary rating date as established by the Coal Mine Compensation Rating Bureau.

Use the Anniversary Rating Date Endorsement. No policy may be canceled, rewritten or extended for any period to avoid or take advantage of any changes in the rules or provision for claim payment of this Manual.

**3. Long Term Policies**

For application of anniversary rating dates on policies issued for a term in excess of one year, refer to Rule III - C.

**H. FILING REQUIREMENTS****1. Policy**

An exact copy of every Workers Compensation Policy showing the State of Pennsylvania on the Information Page which contains classifications promulgated by the Coal Mine Compensation Rating Bureau and authorized carrier rates shall be filed with the Bureau within thirty days after the effective date of the policy.



2. Endorsements  
An exact copy of all endorsements or agreements attached to the policy at its inception date or issued subsequent to the inception date of the policy must be filed with the Bureau within thirty days after the date of issue of such agreement.
3. Standard Endorsement Filing Procedure
  - a. Any endorsement filed with the Insurance Department on behalf of Bureau members by the Bureau must be filed for approval with the Bureau. For complete details refer to Section Four.
  - b. Non-standard Endorsements filing procedure, refer to Section Three.
4. Binders
  - a. A copy of the binder must be filed with the Bureau on an approved form with all required endorsements attached, no later than thirty days after its date of inception.
  - b. The binder must contain the classification codes and carrier rates applicable to the employer in accordance with the assignment issued by the Bureau or in accordance with the Classification Rules of this Manual if no specific Bureau assignment has been made.
  - c. A binder must be replaced with a short term policy covering the amount of time the binder was in effect or replaced with a full term policy including the time period the binder was in effect.

#### I. MEDICAL CONTRACTS

1. Medical Contracts and agreements between insurance carriers and insured employers where medical service or supplies are furnished by the employer in consideration of a reduced premium or other consideration cannot be made.
2. Insurance carriers may not furnish medical equipment or hospital supplies to the insured's employer.

## RULE II – EXPLANATION OF COVERAGES AND METHODS OF INSURING

### A. PART ONE – WORKERS COMPENSATION INSURANCE

1. Description of Workers Compensation Coverage  
Workers compensation insurance provides coverage for the statutory obligation of an employer to provide benefits for employees as required by:
  - a. Workers compensation law or occupational disease law of any state or territory of the United States, including the District of Columbia, and
  - b. United States Longshore and Harbor Workers' Compensation Act.
2. Pennsylvania Coverage  
Pennsylvania workers compensation insurance may be provided only by the Standard Policy.
3. Longshore Coverage  
U.S. Longshore and Harbor Workers' Compensation Act insurance may be provided only by attaching the Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06A) to the Standard Policy. Refer to Rule XI.
4. Federal Black Lung Coverage  
The U.S. Federal Black Lung insurance under the provisions of the Federal Coal Mine Health and Safety Act, as amended, is provided only by attaching the Federal Coal Mine Safety and Health Act Endorsement to the Standard Policy.

**B. COVERAGE REQUIREMENTS****1. Compulsory as to all employments**

- a. Exceptions under the PA Workers Compensation Act: Individual proprietors, partners of a partnership (including members of a Limited Liability Company (LLC)) and elected officers of the Commonwealth or any political subdivision. Also, coverage is elective for members of certain religious sects whose tenets prohibit benefits from insurance, provided the sect makes provisions for its members. Refer to Section 302(a) of the Pennsylvania Workers Compensation Act for more details.

Note: Pursuant to Act 20 of 2011, a sole proprietor, partner of a legal partnership or member of a Limited Liability Company (LLC) may be able to purchase and/or be insured under a standard workers compensation insurance policy. If a sole proprietor, partner or LLC member wishes to obtain such coverage, a written request must be submitted directly to the carrier providing the existing or new policy under which coverage for the individual in question will be provided. Use WC 00 03 10 – Sole Proprietors, Partners, Officers and Others Coverage Endorsement. Refer to Rule V. E. and Rule IX. B. for purposes of determining remuneration in computing the premium charge.

- b. Federal Coal Mine Health and Safety Act – The PA Workers Compensation Act “exceptions” referenced in Rule II. B. 1. a. above do not apply to Federal Coal Mine Health and Safety Act coverage as amended.
2. No insurance carrier is permitted to issue policies which would create duplicate coverage for an employer. Policies of different insurance carriers cannot be written for separate parts of a single risk.
3. When an employer proposes to insure both his accident and occupational disease compensation liability, such liability must be covered by a single policy of one insurance carrier.
4. An Executive Officer, who has ownership interest in a Subchapter “S” corporation, or has at least 5% ownership interest in a Subchapter “C” corporation, may elect not to be covered for benefits provided by the PA Workers Compensation Act. Such individuals must be covered for benefits provided by the Federal Coal Mine Health and Safety Act, as amended. If the election is made, the named Executive Officer shall be excluded from benefits under the PA Workers Compensation Act, and their remuneration shall not be included in the calculation of the Traumatic or State OD premiums. Their remuneration shall be included in the calculation of the Federal OD premium. In order to be excluded from coverage under the PA Workers Compensation Act, both the employer and the individual Executive Officer must complete and file the appropriate forms with the PA Department of Labor and Industry, Bureau of Workers Compensation. The Executive Officer Exclusion Endorsement (WC 37 03 10B) must be completed and attached to the policy, indicating that the individual Executive Officer is to be excluded from coverage under the PA Workers Compensation Act.

**C. PART TWO – EMPLOYERS LIABILITY INSURANCE****1. Description of Employers Liability Insurance**

Employers liability insurance provides coverage for the legal obligation of an employer to pay damages because of bodily injury by accident or disease, including resulting death, sustained by an employee. Employers liability coverage applies only if the injury or death of an employee arises out of and in the course of employment and is sustained:

- a. In the United States of America, its territories or possessions, or Canada, or

- b. While temporarily outside the United States of America, its territories or possessions, or Canada, if the injured employee is a citizen or resident of the United States or Canada; but suits for damages and actions or judgments must be in or from a court of the United States, its territories or possessions or Canada.

Unless specifically excluded, coverage for the liability of an employer under admiralty law and the Federal Employers Liability Act is provided by Employers Liability Insurance – Part Two.

2. Employers Liability for Diseases

Employers liability insurance for diseases not covered by a workers compensation law or an occupational disease law is provided by the Standard Policy.

3. Employers Liability Insurance With Workers Compensation Insurance

Employers liability insurance written with workers compensation insurance is provided by the Standard Policy.

4. Employers Liability Insurance Without Workers Compensation Insurance

Employers liability insurance written without workers compensation insurance is prohibited in the State of Pennsylvania.

D. VOLUNTARY COMPENSATION INSURANCE

1. Description of Voluntary Compensation Coverage

Voluntary compensation insurance does not provide workers compensation coverage and is not available for employments subject to a workers' compensation law. This insurance affords the benefits of a designated compensation law as if the affected employees were subject to that law, even though the law does not require payment of benefits to such employees.

Voluntary compensation insurance shall not provide compensation, medical or other benefits in excess of the statutory requirements in the workers compensation law designated in the standard Voluntary Compensation and Employers Liability Coverage Endorsement.

2. How Provided

Voluntary Compensation insurance is provided by attaching the Standard Voluntary Compensation and Employers Liability Coverage Endorsement (WC 00 03 11) to the Standard Policy. Refer to Rule VII for rules and carrier's rates.

E. PART THREE – OTHER STATES INSURANCE

1. Description of Other States Coverage

- a. Employers liability insurance and, where permitted by law, workers compensation insurance are provided in other states not listed in Item 3-A of the Information Page by listing states where coverage is to be provided in Item 3-C of the Information Page.

- b. If workers compensation insurance does not apply because the insured or carrier is unable to take the necessary action to bring the insured under a workers compensation law, the carrier will reimburse the insured for all compensation and other benefits required of the insured under such law.

- c. Part Three – Other States Insurance does not provide U.S. Longshore and Harbor Workers' Compensation Act coverage. It may be afforded only in accordance with Rule XI.

2. States Where Not Available

Other states coverage is not available in states:

- a. With a monopolistic state fund, or
- b. Where the carrier elects not to write this coverage.

3. Restriction on Use  
Coverage for operations known or expected to be performed in a state not listed in Item 3-A of the Information Page shall not be provided under Part Three – Other States Insurance.
4. Premium  
Premium developed for operations covered under Part Three – Other States Insurance shall be based on workers compensation rules and carrier's rates.

**RULE III – POLICY PREPARATION – INSURED, POLICY PERIOD AND STATE OF OPERATIONS**

Items 1, 2 and 3-A of the Information Page

**A. EXPLANATION OF TERMS**

1. Employer/Entity/Operator  
Employer may be an individual, partnership, joint venture, corporation, association, or a fiduciary such as a trustee, receiver or executor, or other entity.
2. Insured  
Insured means the employer designated in Item 1 of the Information Page.
3. Majority Interest  
Majority Interest as defined in the Experience Rating Plan Manual applies in this Manual. The term majority shall mean more than 50%.
  - a. Majority of voting stock, or
  - b. Majority of members or directors if there is no voting stock, or
  - c. Majority participation of general partners in profits of a partnership.
4. Risk  
Risk means a single legal entity or two or more legal entities which qualify for combination in the State of Pennsylvania.
5. Entity  
The term ENTITY shall mean an individual, partnership, or corporation.
6. Breaker or Tipple  
The term BREAKER or TIPPLE wherever used throughout this Manual shall mean the structure containing the machinery used for the preparation of coal. Breaker or Tipple also includes preparation plants, coal loading docks and structure or areas for storage, shipping and distribution of coal.
7. Colliery  
The term COLLIERY shall include all operations, workings and structures, both under and above ground, used or to be used for the purpose of mining, preparing and shipping coal, at one location and one breaker.
8. Bureau  
The term BUREAU whenever used throughout this Manual shall mean the Coal Mine Compensation Rating Bureau of Pennsylvania.

**B. NAME AND ADDRESS AND OTHER WORK PLACES OF INSURED – ITEM 1**

1. Combination of Legal Entities  
Separate legal entities may be insured in one policy only if the same person, or group of persons, owns the majority interest in such entities.
2. Pennsylvania Locations  
All locations and operations of the employer in Pennsylvania shall be insured in one policy. See Rule VIII-D.

**C. POLICY PERIOD – ITEM 2**

1. Normal Policy Period  
The normal policy period is one year. A policy may be issued for any period but not longer than three years.
  2. Policy for One Year
    - a. The manual rules are based on a policy period of one year.
    - b. A policy issued for a period not longer than one year and 16 days is treated as a one year policy.
  3. Policy Longer Than One Year  
A policy issued for a period longer than one year and 16 days, other than a 3-year fixed rate policy, is treated as follows:
    - a. The policy period is divided into consecutive 12 month units.
    - b. If the policy period is not a multiple of 12 months, use the Standard Policy Period Endorsement (WC 00 04 05) to specify the first or last unit of less than 12 months as a short-term policy.
    - c. All manual rules and procedures apply to each such unit as if a separate policy had been issued for each unit.
  4. Renewal Certificates  
Renewal Certificates, Agreements and Continuing Form Policies, should be handled as policies longer than one year.
- D. STATE LAWS DESIGNATED IN THE POLICY – Item 3-A
1. Listing of Pennsylvania  
Insurance for operations conducted in Pennsylvania is provided by listing the state in Item 3-A of the Information Page.
  2. Longshore Act  
The U.S. Longshore and Harbor Workers Compensation Act shall not be entered in Item 3-A of the Information Page. Refer to Rule XI.
  3. State Laws Designated in the Policy – Item 3-A  
A state may be added after the effective date of the policy. For the additional state operations, apply:
    - a. Carrier rates in effect on the anniversary rating date of the policy to which the state has been added.
    - b. Any rate change which applies to outstanding policies for the state being added.
    - c. When adding the State of Pennsylvania, the Information Page and attached endorsements shall be prepared so that the Pennsylvania coverage can be clearly determined.

#### **RULE IV – CLASSIFICATIONS**

##### Item 4 of the Information Page

#### **A. GENERAL EXPLANATION**

The object of the classification system is to group employers into classifications so that the provision for claim payment for each classification reflects the exposures common to those employers. Subject to certain exceptions described later in this rule, it is the business of the risk within Pennsylvania that is classified, not the separate employments, occupations, phases or operations within the business.

#### **B. CLASSIFICATIONS**

##### 1. Basic Classifications

All classifications in the Manual are basic classifications, other than the standard exception classifications. Basic classifications describe the business of the employer, and contemplate all phases of the mining business conducted by the employer. This includes the operations necessary to begin or prepare the mine for operation, the production of coal, and the activities necessary to terminate/liquidate the business, and satisfy all permit requirements.

- a. Underground Coal Mine Classifications shall apply to all operations which normally prevail in the underground mining of coal. Division of payroll shall be made as provided herein in respect to Standard Exceptions and any separate operation which does not normally prevail in an underground coal mine risk. Underground mining shall be classified as:

Anthracite Underground Mining – Code 1010 (See Rule XIII – Mine Rescue Teams)

Bituminous Underground Mining – Code 1001

- b. Surface Mining

All operations incidental to the recovery of coal by strip mining methods. Operations incidental to the extraction of coal by this method include, but are not limited to the following: removal of overburden, the recovery of coal, the subsequent loading and transporting of coal, and the backfilling of the strip pit following the coal removal. Also any and all service, maintenance or construction work necessary or incidental to strip mining. Surface mining shall be classified as:

Anthracite Surface & Culm Mining – Code 1012

Bituminous Surface & Culm Mining – Code 1014

- c. Culm Recovery and Reclaiming of Coal Spoil: Culm Recovery and Reclaiming of Coal Spoil shall include:

All operations incidental to removal and reclaiming usable coal from culm banks or any spoil or storage area. Culm Recovery and Reclaiming of Coal Spoil shall be classified as:

Anthracite Surface & Culm Mining – Code 1012

Bituminous Surface & Culm Mining – Code 1014

- d. Coke Burning and Manufacturing: Any and all operations performed by a coal operator or by an independent employer necessary and incidental to the manufacturing of coke. It shall include any further preparation and storage necessary for distribution or sale, transportation by the operator and any service, maintenance, or construction work incidental thereto. Coke Burning and Manufacturing shall be classified as:

Coke Burning and Manufacturing – Code 1469

- e. Auger Mining: All operations incidental to recovery of coal by auger mining methods. This includes all operations by a risk incidental to the extraction of coal by the auger mining method. Operations incidental to the extraction of coal by this method include, but are not limited to the following: The operation of the auger machine in the recovery of coal, all necessary incidental work needed, including earth moving and grading and construction of a bench to allow the auger machine to operation in the extraction of coal and the subsequent loading and transportation of coal. Also any and all service, maintenance or construction work necessary or incidental to auger mining. Auger mining shall be classified as:

Auger Mining – Code 1015

- f. Co-Generation Fuel Recovery: Any and all operations incidental to the recovery and delivery of coal fuel from waste banks, resulting from previous mining operations. This class is restricted to those employers exclusively engaged in the recovery of coal fuel for licensed co-generation plants, where such fuel is characterized as having no value in accordance with the directive of the U.S. Department of Interior, Office of Surface Mining, Reclamation and Enforcement, Transmittal Number 446, dated June 2, 1988.
- If such employer is under hire for the ash removal once the fuel is combusted, the ash removal can be separately rated by the Pennsylvania Compensation Rating Bureau so long as there is no interchange of activities and/or personnel with the fuel recovery operation, and separate payrolls are maintained.

Co-Generation Fuel Recovery

Anthracite – Code 1021

Bituminous – Code 1023

- g. Coal Preparation: Any and all above ground operations necessary to prepare previously mined coal for distribution or sale. These operations shall include, but are not limited to, the sorting, sizing, breaking, crushing, washing, and/or cleaning of coal. Included in this class shall be all mechanical work performed on any machinery used in the coal preparation facility, buildings, and/or associated structures, all above ground storage of prepared or unprepared coal on premises, the above ground transportation of coal to and from the coal preparation facility, and the above ground loading and unloading of coal from vehicles or transportation systems. Payroll subdivision is required where employees interchange between the mining of the coal and the coal preparation operations. If separate payrolls are not maintained, the total payroll must be charged against the mining class. Coal preparation shall be classified as:

Anthracite Preparation Plant – Code 1025

Bituminous Preparation Plant – Code 1027

## 2. General Inclusions

The operations listed below, and referred to as General Inclusions, shall be considered to be within the scope of the coal mine classifications and shall not be subject to a division of payroll unless conducted as separate and distinct enterprise having no relation to the development of a coal mine or the production of coal by coal mining methods, or the termination of a mine including the satisfaction of all permit requirements.

- a. Mining Engineers, Superintendents and Foremen shall, under all circumstances, be considered mine employees and the mine rate shall be charged upon their entire payroll.
- b. Shaft Sinking, Slope Sinking, Rock Tunneling or other incidental development work at a mine, which is being operated for the production of coal, when done by the Operator with his own employees, shall be included in the mine payroll at the adjusted rate of the mine.
- c. Machine Shop, Mine Car Repair Shop or Electric Light and Power Plant serving a single mine shall be included in the payroll for that mine.
- d. Payroll Division. Under no circumstances shall any division of payroll be made in connection with any mining operation exception in accordance with these rules. Additional classifications may be used when valid evidence supports their authorization.

- e. Subcontractors. Section 302(a) and Section 302(b) Article III of the Compensation Act and the Occupational Disease Act provide that an employer shall be responsible for the compensation to employees of subcontractors. Therefore, the compensation rates of the carrier shall be applicable to the entire remuneration of employees of any subcontractors except that no premium charge shall be made on the remuneration of the employees of any subcontractor if the “Statutory Employer” shall furnish the Company with a certificate showing conclusively that such subcontractors have maintained compensation insurance on their entire liability during the period that the policy of the “Statutory Employer” was in force. Classifications and Provisions for Claim Payment (i.e., Loss Costs) are listed in Section Two of this Manual. Notes following a classification are part of that classification.
3. Standard Exceptions  
Some occupations are common to so many businesses that special classifications have been established for them. They are called standard exception classifications. Employees within the definition of a standard exception classification are not included in a basic classification unless the basic classification specifically includes those employees. The standard exception classifications are defined below:
    - a. Clerical Office Employees – Code 953 – are employees whose duties are confined to keeping the books and records of the insured and conducting correspondence or who are engaged wholly in the office work where such books and records are kept of such correspondence is conducted, having no other duty of any nature in or about the insured’s premises.
    - b. Salesmen (outside), Collectors and Messengers – Code 951 – are employees engaged in these duties where their principal duties are outside of the plant. Salesmen, Collectors and Messengers shall be separately classified and rated except in connection with those classes which specifically include all employees or all employees except office.
    - c. Draftsmen are employees whose duties are limited to the office only and who are engaged strictly in that profession in such a manner that they are not exposed to the operative hazard of the plant. The entire remuneration of such draftsmen shall be included in the Clerical Office payroll.
  4. Governing Classification  
Except when the entire operation of the employer is described by an N.P.D. (Not Available for Payroll Division) class the governing classification of a risk is defined as that classification, other than the standard exception classifications, which carries the largest amount of payroll.
  5. Subclassifications  
The Bureau will administer the uniform classification plan approved by the Commissioner. No carrier is permitted to use a classification other than that authorized by the Bureau unless the carrier has filed with the Bureau and the Commissioner, and received approval by the Commissioner, subclassifications of the uniform classification system. Subclassifications which cannot be reported under the Bureau’s uniform Statistical Plan are not permitted.
- C. ASSIGNMENT OF CLASSIFICATIONS
1. Object of the Classification System  
The object of the classification procedure is to assign the one basic classification which best describes each distinct business enterprise of the insured within a state. Subject to



certain exceptions described in this Rule, each classification includes all the various types of labor found in a business. It is the business which is classified, not the individual employments, occupations or operations within a business. Additional classifications shall be assigned as provided below.

2. Assignment of a Classification

The policy shall contain only classifications approved by the Coal Mine Compensation Rating Bureau and in accordance with this Manual. If the carrier has a subclassification approved by the Commissioner, then the policy shall contain the subclassification. Each classification is presumed to describe an entire business and contemplates all phases and ventures directly related to the business.

The operative procedure within a given plant shall not be subject to division into several Manual classes where the employees are engaged or the different operations are conducted in such a manner that they are all brought together, the employees being commonly exposed to the general hazard of the enterprise which is best represented by its governing classification.

3. Assignment of Additional Classifications

Additional classifications may be used only when valid evidence supports their authorization or in conformity with the rules stated under "Standard Exceptions" and "Inclusions." Additional classes may not be added without Pennsylvania Compensation Rating Bureau authorization when their use is in violation of Manual Rules or an existing Bureau Rate Card.

If there were distinct enterprises (meaning thereby businesses, which are specifically classified in this Manual, but not operations incident to the business covered by the governing classification), conducted in a given plant by the same employer and the entire work in each enterprise is conducted either in a separate building or on a separate floor or floors of a building, or on the same floor in separate departments divided by structural partitions without interchange of labor, the employer conducting each of such enterprises as a separate undertaking with separate records of payroll, then such separate undertakings shall each be separately classified and the proper premium rate applied to each. Any operation incident to the business covered by the governing classification as defined cannot be treated as a separate enterprise within the meaning of this rule.

Any policy which contains more than a single classification cannot contain any classifications representing a payroll less than that of one full-time employee.

4. Payroll Assignment – Multiple Classifications

- a. The payroll of one employee shall not be divided into two or more classes.
- b. When a risk is written on a divided payroll basis the payroll of all employees not specifically classified (such as engineers, watchmen and shipping clerks) must take the rate of the governing classification.

5. N.P.D. – Not Available for Payroll Division

The expression which is used as part of certain classes contained in this Manual (abbreviated N.P.D.) means that the class so indicated must be used when the described operations are performed at the employer's installation and no significant payroll is developed in operations not described by the classification or from operations normally foreign to the conduct of such businesses. Such classes cannot be divided or used as a division of any other class in the Manual. This does not apply to the standard exceptions classes in this Manual.

6. Changing Classifications

The Bureau is empowered to determine, revise or modify the classification applicable to any individual risk. Every policy insuring a risk for which the classifications have been established by the Bureau shall be written in accordance with such classification. If a carrier upon inspection or audit finds any change in operations which requires a change in the classifications established for the risk, the carrier shall immediately report the matter to the Bureau. No application by the carrier of a risk to change the established classifications shall be considered by the Bureau until the carrier has issued and filed a copy of its policy declarations written in accordance with the established classifications. The classifications for any policy shall be subject to correction or modification, or both, if the Bureau finds by inspection or otherwise that the classifications shown in the policy are not properly applicable to the risk. No application to change a classification for a risk on the ground that the risk has been improperly classified shall be considered by the Bureau unless such application is filed directly with the Bureau by the insured or the carrier during the policy period with respect to which the application is made, or within twelve months after the termination thereof.

D. SHOW THE CLASSIFICATIONS IN ITEM 4 OF THE INFORMATION PAGE

Show the proper classification wording, with or without notes, and show the code number in Item 4 of the Information Page. Capitalized classification wording may be used instead of the entire wording.

E. APPEAL FROM CLASSIFICATION ASSIGNMENTS PROCEDURE

1. The assignment by the Coal Mine Compensation Rating (the "Bureau") of an individual risk to a particular classification in accordance with the system of classification of risks and underwriting rules approved by the Insurance Commissioner pursuant to the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and Act 44 of 1993, (the "Law") may be appealed by any person, corporate or otherwise, aggrieved by such assignment, to the Bureau in accordance with these Rules. Any application to change classifications for a risk on the ground that the risk has been improperly classified must be commenced by the aggrieved person within twelve (12) months of the policy period with respect to which the application is made by filing an appeal directly with the Bureau in accordance with these Rules.
2. A risk which is found on appeal to have been improperly classified, within the existing system of classifications and underwriting rules approved for use by the Insurance Commissioner as of the time of the aggrieved party's appeal to the Bureau in accordance with these Rules, may have its classification amended effective only for the policy currently in effect at the time the aggrieved party first submitted its appeal to the Bureau, in accordance with E.6. hereof and for the immediately preceding expired policy. In the case of a long term policy, the classification may be amended effective only for the unit of coverage currently in effect at the time the aggrieved party first submitted its appeal to the Bureau, in accordance with E.4. hereof, and for the unit of coverage expiring no more than twelve (12) months prior to such appeal to the Bureau.
3. A risk which is reclassified as a result of a change in the Bureau's interpretation of the system of classifications and underwriting rules approved for use by the Insurance Commissioner, may have its classification amended effective as of the date determined by the Bureau's Classification Committee, which date may be prospective or retroactive as determined by the Committee; provided however, that any retroactive effect shall not exceed the time period authorized in E.2. hereof.

4. A risk which is reclassified as a result of a change to the system of classifications and underwriting rules approved for use by the Insurance Commissioner, may have its classification amended effective only as of the date that the change to the system of classifications and underwriting rules is filed for by the Bureau and approved by the Insurance Commissioner.
5. These Rules shall permit a risk which is reclassified on a new and renewal basis only to have its classification amended effective as approved by the Insurance Commissioner.
6. Any aggrieved party, as defined herein, may file an appeal of the classification assignment of a risk. An “aggrieved party” shall be limited to the carrier of record, the insured, or either’s representative designated in writing. The classification appeal must be directed to the Bureau in writing, and must state the basis as to why the classification assignment should no longer apply.

A request for information regarding the Bureau’s classification system or the reason for the assignment of the insured to a particular classification shall not constitute a classification appeal.

Upon the receipt of a classification appeal from either party, the Bureau shall notify the carrier of record or the insured as the case may be within ten (10) working days. The notification shall include the aggrieved party’s stated basis for the classification appeal. Both parties shall be given a reasonable opportunity to submit evidence or supporting information regarding the classification assignment.

The Bureau Staff shall review the request and supporting information from both parties and notify both parties in writing of the results of the Bureau Staff’s review. If either party is still aggrieved by the classification assignment following completion of the Bureau Staff’s review, it shall have the right to present its appeal to the Bureau’s Classification Committee in accordance with the provisions of these Rules. A further appeal by either party of the Classification Committee decision may be taken to the Insurance Commissioner pursuant to Section 654 of the Law and Act 44 of 1993 only after the party has exhausted its rights pursuant to these Rules.

7. Any party aggrieved by a final decision of the Bureau staff pursuant to Rule 6 shall have the right to appeal to the Classification Committee of the Bureau. The Classification Committee may hear and adjudicate appeals in panels of not less than four (4) members, none of whom shall have a direct pecuniary interest in the aggrieved party’s appeal. The panel shall have all the duties and powers of the Committee set forth in these rules and a decision by such a panel shall have the same force and effect as a decision of the Classification Committee under these Rules.

Such appeal must be received by the Bureau no later than ninety (90) days from the date of the Bureau staff’s notice referred to in E.6. hereof. Upon the receipt of a classification appeal to the Classification Committee by either party, the Bureau shall notify the remaining party in writing within ten (10) working days.

8. All appeals pursuant to E.7. hereof must be filed with the Bureau and must meet the following requirements:
  - a. The appeal must be in writing.
  - b. The appeal must set forth in detail the nature of the complaint, all reasons for believing the Bureau decision to be in error, all documents in support of the appeal, the specific nature of relief desired, and whether a hearing before the Classification Committee is requested.

9. Following receipt of the appeal to the Classification Committee, the Bureau will notify the parties of the time and place of the Classification Committee meeting at which the matter shall be heard. If either party, after due notice, fails to be present or represented at a hearing or an adjourned hearing, the Committee may, nevertheless, in its own discretion, proceed with the adjudication of the controversy.
10. The procedure at the hearing shall be as informal as possible and shall include the following items:
  - a. The Chair of the Classification Committee will introduce the parties to the Classification Committee.
  - b. The parties may verbally present their cases or rely upon the written material previously submitted to the Bureau in connection with the appeal.
  - c. Bureau staff members or consultants to the Bureau may present testimony and other information to the Committee relating to the matter under consideration.
  - d. Either party and the Bureau may also present witnesses and documentary evidence relevant to the appeal and either party and the Bureau shall have the opportunity to direct questions to any witness who has testified before the Committee on appeal.
  - e. After all testimony and other evidence have been presented, the hearing shall be declared closed by the Chair of the Committee. Such hearing may, in the discretion of the Committee, be reopened at any time prior to the Committee's decision.
  - f. After the hearing is closed, the Committee shall arrive at its decision in executive session.
  - g. The decision shall be in writing, shall specify all factual and other bases for the decision, and shall be sent to both parties.
  - h. The decision shall be included in the minutes of the meetings of the Classification Committee and be retained in the records of the Bureau.
11. Neither party is required to be represented by an attorney at any stage in any proceeding. However, both parties have a right, at their own expense to be represented by an attorney. If either party is represented by an attorney, the party shall so notify the Bureau and the other party in writing and shall also furnish the Bureau and the other party with the attorney's name and mailing address. After the Bureau has received such notification from either party, subsequent papers in the proceeding to be served on such party shall be served only upon the attorney.
12. Notices of the time and place of hearing shall be given to the parties, or their attorney pursuant to E.11. hereof, in writing personally or by registered or certified mail at least ten (10) days in advance of such hearing, unless such notice is waived by both parties or their attorneys. When a meeting is adjourned to another time or place, written notice need not be given of the adjourned hearing if the time and place thereof are announced at the meeting during which all parties are present at which the adjournment is taken. All other notices, orders, papers, or communications, including a copy of the decision may be served on both parties by hand delivery or by regular first class mail to both parties or their attorneys at the last known mailing address provided to the Bureau.
13. During the course of all proceedings governed by these Rules, the Committee in a particular case shall have the power to interpret and apply the foregoing Rules, and such interpretation shall be binding upon the parties.
14. Appeals from a final decision of the Classification Committee pursuant to these Rules must be filed with the Insurance Commissioner within thirty (30) days of the mailing date of the Committee's decision as provided in Section 654 of the Law and Act 44 of 1993.

15. Unless otherwise specifically provided by these Rules of Procedure, all periods of time shall be calculated from the postmark on mail sent by first class through the United States Postal Service or the date of any hand delivery whichever date is earlier.
16. Nothing contained in these Rules shall prevent efforts to resolve any controversies governed by these Rules on an informal basis at any stage of the proceedings before the Bureau or the Classification Committee.

#### **RULE V – PREMIUM BASIS**

##### Item 4 of the Information Page

#### **A. BASIS OF PREMIUM – TOTAL REMUNERATION**

Premium shall be computed on the basis of the total remuneration paid or payable by the insured for services of employees covered by the policy.

#### **B. REMUNERATION – PAYROLL**

1. Definition  
Remuneration means money or substitutes for money.
2. Inclusions  
Remuneration includes:
  - a. Commissions;
  - b. Bonuses;
  - c. Extra pay for overtime work;
  - d. Pay for holidays, vacations or periods of sickness or accrued sick time;
  - e. Payment by an employer of amounts otherwise required by law to be paid by employees to statutory insurance or pension plans, such as the Federal Social Security Act;
  - f. Payment to employees on any basis other than time worked, such as piece work, profit sharing or incentive plans;
  - g. Payment or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured;
  - h. The rental value of an apartment or a house provided for an employee based on comparable accommodations;
  - i. The value of lodging, other than an apartment or house, received by employees as part of their pay, to the extent shown in the insured's records;
  - j. The value of meals received by employees as part of their pay to the extent shown in the insured's records;
  - k. The value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay;
  - l. Adjustments necessary to bring employees to minimum wage as shall be included.
3. Exclusions  
Remuneration excludes:
  - a. Payments by an employer to group insurance or group pension plans for employees, other than payments covered by Rule V-B2e;
  - b. Payments made by the employer to a Group Insurance Pension Plan or to an employee directly in lieu of the foregoing because of the Provisions of the Pennsylvania Prevailing Wage Act, 43:1-17 Section 276A of Title 40 of the U.S. Code (Davis-Bacon Act) and amendments thereto. For more details see Rules & Interpretations Section of the Manual.
  - c. The value of special rewards for individual invention or discovery;

- d. Dismissal or severance payments except for time worked or accrued vacation;
  - e. Tips and other gratuities received by employees.
4. Payroll  
Payroll means remuneration. The compensation rates of the carrier shall be applicable to the remuneration of all employees of the insured without exception, and compensation policies shall not be written except upon the entire payroll of the risk which is the subject of the insurance, which risk shall be divided into risk classes where specifically permitted or directed by these rules, but not otherwise. Under no circumstances shall a compensation policy be written on any part of the risk leaving another part of the risk uninsured.
- C. ESTIMATED PAYROLLS
1. Estimated Payrolls By Classification  
For each classification shown on the Information Page, the total estimated annual payroll shall be stated in the column headed Premium Basis – Total Estimated Annual Remuneration.
  2. Determination of Estimated Payrolls  
Estimated payrolls shown on the Information Page shall reflect actual remuneration anticipated by the insured during the policy period. Such estimates shall be subject to substantiation by records or inspections.
  3. Approval of Estimated Payrolls  
Adequacy of estimated payrolls is subject to approval by the Coal Mine Compensation Rating Bureau.
- D. WHOLE DOLLARS – PAYROLLS
- All payrolls shall be shown to the nearest dollar.
- E. PAYROLL LIMITATION
1. How Payroll Limitation Applies  
For executive officers, sole proprietors, partners and members of a Limited Liability Company (LLC) that have obtained coverage and classifications with notes which indicate payroll limitation, the payroll on which premium is based shall exclude that part of the employee's average weekly pay in excess of the applicable weekly limitation, which has been approved and published in the Pennsylvania Compensation Rating Bureau Manual, provided:
    - a. Books and records are maintained to show separately the total payroll earned by each employee whose average weekly pay for the total time employed during the policy period exceeds the weekly payroll limitation, and
    - b. Separate records are maintained in summary by classification for such employees.
  2. Partial Week  
A part of a week shall be treated as a full week in determining average weekly pay.

#### **RULE VI – PROVISION FOR CLAIM PAYMENT**

- A. For each classification shown on the pages in Section Two of this Manual, the Bureau will publish a loss cost. This Bureau loss cost must be filed with and prior approved by the Insurance Commissioner. This loss cost shall represent the anticipated ultimate losses per \$100 of payroll for each class. The loss cost does not consider any provisions for loss adjustment expenses, underwriting expenses, or profit and contingency.

- B. The loss costs in Section Two of this Manual will be separately calculated and displayed for traumatic, state occupation disease and federal occupational disease for each classification.
- C. Carriers may use the Bureau's published loss costs to determine the rates or premiums to be charged. Carriers have the option of filing for approval, their own loss costs by classification.
- D. Unless the carrier has received approval of its own set of loss costs, each carrier that is a member of the Bureau must use the Bureau's loss costs by classification and by coverage.
- E. EXPERIENCE RATING PLAN
  - 1. If the risk is subject to experience rating, the experience mod shall be multiplied times the carrier's manual rate for traumatic coverage only. The mod shall not be applied to the carrier's occupational disease rates.
  - 2. Copies of Experience Mod Calculations
    - a. The insurance carrier of record at the time of mod issuance is furnished with two copies of the experience mod calculation.
    - b. The Bureau shall furnish to any insured employer upon his written request, or to the Home Office or Branch Office of any member of the Bureau upon the written request of the employer, a copy of the experience mod calculation of his risk at a cost of \$15.00. Notice of such request shall be furnished to the Insurance Carrier of record.
- F. MERIT RATING PLAN
  - 1. If the risk does not qualify for experience rating, the risk may qualify for a Merit Rating Plan adjustment.
  - 2. The Bureau shall determine which risks are eligible and the amount of the adjustment.
  - 3. Any Merit Rating Plan adjustment will be noted on the employer cards issued by the Bureau. The Merit Rating Plan adjustment shall be applied to the carrier's manual rate for traumatic coverage only. The adjustment shall not be applied to the carrier's occupational disease rates.
  - 4. For additional details, refer to Section Six, the Merit Rating Plan section in this manual.

#### **RULE VII – CARRIER'S RATE**

- A. This manual will not contain the rates for any carrier.
- B. Each carrier may use the provisions for claim payment as published in Section Two of this Manual as the basis for their rates. Each carrier may file for approval by the Commissioner, their own provisions for claim payment.
- C. The rate for each carrier shall be based upon the appropriate provision for claim payment and the carrier's loss cost modification filing in effect.
- D. The minimum premium, if any, shall be determined by the carrier's approved filings. The minimum premium is the lowest premium amount for which a single risk can be written and carried for any period of time.
- E. Premium discount, if any, shall be determined by the carrier's approved filings. Premium discount recognizes that the relative expense cost of issuing and servicing larger premium policies is less than for smaller premium policies.
- F. Retrospective rating adjustment, if any, shall be determined by the carrier's approved filings.

#### **RULE VIII – LIMITS OF LIABILITY**

Item 3-B of the Information Page

- A. WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
  - 1. Part One – Workers Compensation

There is no limit of liability in the standard policy for Part One – Workers Compensation. The policy provides all benefits required by the Pennsylvania Workers Compensation Law and Occupational Disease Act.

2. Part Two – Employers Liability

a. Standard Limits

The standard limits of liability under Part Two are:

Bodily Injury by Accident: \$100,000 – each accident

Bodily Injury by Disease: \$100,000 – each employee

Bodily Injury by Disease: \$500,000 – policy limit.

b. Increased Limits

The limits under Part Two may be increased subject to the following:

(1) The limits of liability shall be the same for all states specified in Item 3-A of the Information Page.

(2) The additional premium for increased limits shall be determined by multiplying the total carrier premium by the percentage in the following Table for Increased Limits. For this purpose, total premium shall be computed after the application of the experience mods, if any.

**TABLE FOR INCREASED LIMITS**

Limits of Liability (000s omitted)	Percentage Charge	Minimum Premium For Increases*
\$100/100/1,000	+0.70%	\$150.00
100/100/2,500	+1.20%	\$200.00
100/100/5,000	+1.70%	\$250.00
100/100/10,000	+2.40%	\$300.00
500/500/500	+1.90%	\$100.00
500/500/1,000	+2.20%	\$150.00
500/500/2,500	+2.70%	\$200.00
500/500/5,000	+3.20%	\$250.00
500/500/10,000	+3.90%	\$300.00
1,000/1,000/1,000	+3.30%	\$150.00
1,000/1,000/2,500	+3.80%	\$200.00
1,000/1,000/5,000	+4.40%	\$250.00
1,000/1,000/10,000	+5.00%	\$300.00

\* Per policy in the case of interstate policies

(3) The premium for increased limits shall be subject to any experience rating carrier’s premium discount or retrospective rating, if applicable.

c. Accident Limit

The limit of liability under Part Two for Bodily Injury by Accident applies to all bodily injury arising out of any one accident.

d. Disease Limits

The limit of liability under Part Two for Bodily Injury by Disease – each employee – applies as a separate limit to bodily injury by disease to any one employee and the limit of liability for Bodily Injury by Disease – policy limit – applies as an aggregate limit



for all bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease.

3. Show Limit on the Information Page

The limits of liability under Part Two must be stated in Item 3-B of the Information Page.

B. VOLUNTARY COMPENSATION INSURANCE

1. Standard Limits

The standard limits of liability under Part Two – Employers Liability Insurance for employees subject to voluntary compensation insurance are:

Bodily Injury by Accident: \$100,000 – each accident

Bodily Injury by Disease: \$100,000 – each employee

Bodily Injury by Disease: \$500,000 – policy limit

The limit of liability for Bodily Injury by Accident applies to all bodily injury arising out of any one accident.

The limit of liability for Bodily Injury by Disease – each employee – applies as a separate limit to bodily injury by disease to any one employee and the limit of liability for Bodily Injury by Disease – policy limit – applies as an aggregate limit for all bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease.

2. Increased Limits

The standard limits under Part Two Employers Liability for employees subject to voluntary compensation insurance may be increased. The premium for the increased limits shall be determined on the basis of the factors in the following table:

**TABLE FOR INCREASED LIMITS**

Employers Liability Insurance Only

Limits of Liability (000s omitted)	Factor
\$100/100/1,000	1.04
100/100/2,500	1.08
100/100/5,000	1.13
100/100/10,000	1.15
500/500/500	1.10
500/500/1,000	1.12
500/500/2,500	1.16
500/500/5,000	1.20
500/500/10,000	1.22
1,000/1,000/1,000	1.17
1,000/1,000/2,500	1.21
1,000/1,000/5,000	1.25
1,000/1,000/10,000	1.28
over 1,000/1,000/10,000	(a)

(a) Apply to Bureau for higher limit factor.

3. Premium Determination

Premium shall be determined on the basis of the workers compensation rules and classifications in this Manual and the carrier’s rates for the state workers compensation law designated in the schedule in the Voluntary Compensation and Employers Liability Coverage Endorsement.

4. Payroll Records

When voluntary compensation insurance is provided for a group of employees, separate payroll records shall be maintained by the insured for the designated group of employees.

**RULE IX – SPECIAL CONDITIONS OR OPERATIONS AFFECTING COVERAGE AND PREMIUM**

A. EXECUTIVE OFFICERS

1. Definition

Executive Officers of a corporation are the President, Vice President, Secretary, Treasurer or any other officer appointed or elected in accordance with the charter or by-laws of the corporation.

2. Law and Status

Executive Officers of a corporation are covered under the Pennsylvania Workers' Compensation Law and have the same status as employees under the policy.

Exceptions to 2. Above:

- a. Elected officers of Pennsylvania or its political subdivisions are not considered employees, therefore, they are not covered by the policy.
- b. An executive officer, who has ownership interest in a Subchapter "S" corporation or has at least 5% ownership interest in a Subchapter "C" corporation, may elect not to be covered for benefits provided by the PA Workers Compensation Act. Such individuals must be covered for benefits provided by the Federal Coal Mine Health and Safety Act, as amended. If the election is made, the named Executive Officer shall be excluded from benefits under the PA Workers Compensation Act, and their remuneration shall not be included in the calculation of the Traumatic or State OD premium. Their remuneration shall be included in the calculation of the Federal OD premium. In order to be excluded from coverage under the PA Workers Compensation Act, both the employer and the individual Executive Officer must complete and file the appropriate forms with the PA Department of Labor and Industry, Bureau of Workers Compensation. The Executive Officer Exclusion Endorsement (WC 37 03 10B) must be completed and attached to the policy, indicating that the individual Executive Officer is to be excluded from coverage under the PA Workers Compensation Act.

3. Premium Determination

Premium for executive officers, other than the exceptions noted in A.2 above, shall be based on their total payroll, subject to the following:

- a. The requirements of Rule V-E.
- b. The minimum individual payroll for an executive officer is the value published and approved in the Pennsylvania Compensation Rating Bureau Manual.
- c. The maximum individual payroll for an executive officer is the value published and approved in the Pennsylvania Compensation Rating Bureau Manual.

4. Assignment of Payroll

Payroll shall be assigned to the classification which applies to the principal operations in which the executive officer is engaged.

Exceptions to 4 above:

Payroll of an executive officer who regularly and frequently engages in duties which are ordinarily performed by a superintendent, foreman or worker shall be assigned to the appropriate classification for that type of work.

5. Flight Duties

Payroll of an executive officer who is a pilot or member of the flying crew of an aircraft used in the insured's business shall be assigned as follows:

- a. For each week during which the executive officer did not perform flight duties, assign the officer's payroll as provided in Rule IX-A-4.
- b. For each week during which the executive officer performed flight duties, assign the officer's payroll for that week to Code 7421 Transportation of Personnel for Business. If an executive officer's non-flying duties in such a week are subject to a higher rated classification, that higher Bureau loss cost classification shall be assigned in that week. Rules 5a and b apply on the basis of the pilot's log book required under Federal regulations or other verifiable records.

If Code 7421 Transportation of Personnel for Business applies and verifiable records are not maintained to indicate those weeks during which flying is performed by executive officers, their payroll shall be assigned to the highest Bureau loss cost classification which applies to any of their operations.

#### B. SOLE PROPRIETORS, PARTNERSHIPS AND MEMBERS OF A LIMITED LIABILITY COMPANY

Sole proprietors, partners and members of a Limited Liability Company (LLC) are not mandatorily covered by the Pennsylvania Workers' Compensation Act or the Pennsylvania Occupational Disease Act. A sole proprietor, partner or member of a Limited Liability Company (LLC) may be able to purchase and/or be insured under a standard workers compensation insurance policy. When such coverage is provided, attach WC 00 03 10 – Sole Proprietors, Partners, Officers and Others Coverage Endorsement, to the policy, naming the individual(s) so insured.

##### Premium Determination

Premium for sole proprietors, partners and members of a Limited Liability Company (LLC) shall be based on their total payroll, subject to the following:

- a. The requirements of Rule V-E.
- b. The minimum individual payroll for a sole proprietor, partner or member of a Limited Liability Company is the value published and approved in the Pennsylvania Compensation Rating Bureau Manual.
- c. The maximum individual payroll for a sole proprietor, partner or member of a Limited Liability Company is the value published and approved in the Pennsylvania Compensation Rating Bureau Manual.

#### C. SUBCONTRACTORS

1. Law on Contractors and Subcontractors.

Pennsylvania Workers' Compensation Act, Article II, Section 203 and Article III Section 302 a & b, provides that an employer/contractor is responsible for the payment of compensation benefits to employees of its uninsured contractor/subcontractors.

2. Coverage

If the contractor has specifically assumed this liability, use the Statutory Employer Endorsement in Section Three of this Manual. The carrier for the subcontractor should use Exclusion of Employees Endorsement in Section Three of this Manual.

3. Premium for Uninsured Subcontractors

The employer/contractor shall furnish satisfactory evidence that the contractor/subcontractor had workers' compensation insurance in force covering the work performed for the employer/contractor. For each contractor/subcontractor for which such evidence is not furnished, additional premium shall be charged on the policy which insured the employer/contractor as follows:

- a. The employer/contractor shall provide a complete payroll record of the employees of each uninsured contractor/subcontractor. Premium on such payroll shall be based on the classifications and carrier rates which would have applied if the employees of the contractor/subcontractor had been employees of the employer/contractor.
- b. If the employer/contractor does not supply the payroll records of its contractor/subcontractor, the full contract/subcontract price of the work performed during the policy period by the contractor/subcontractor shall be established as the payroll of the subcontractor's employees. The additional premium shall be charged on that amount as payroll.

*Exception to 3b above:*

If investigation on a specific job discloses that a definite amount of the contract/subcontract price represents payroll, such amount shall be the payroll for the additional premium computation. In contracts for labor and material, the payroll shall not be less than 50% of the contract/subcontract price. In contracts for labor only, the payroll shall be established as not less than 90% of the subcontract price.

- c. If an experience mod has been established for the employer/contractor, such experience mod shall be applied to the premium developed for the uninsured contractor/subcontractor.

4. Drivers, Chauffeurs and Helpers Under Contract

See Rule IV-2-f.

D. EX-MEDICAL COVERAGE

Ex-medical coverage is prohibited in the state of Pennsylvania.

E. DEDUCTIBLES

The policyholder can request, subject to the carrier's underwriting criteria, that the traumatic portion of their policy be issued on a deductible basis. The three (3) statutory deductible options, as published by the Insurance Commissioner are: \$1,000, \$5,000 and \$10,000.

- 1. Deductible coverage shall be made part of the policy if requested by the policyholder and acceptable to the carrier's underwriting criteria.
- 2. The deductible shall apply per claim for the traumatic coverage only.
- 3. The benefits will be paid by the insurance carrier without regard to any deductible.
- 4. The policyholder agrees to reimburse the carrier up to the deductible amount for any traumatic benefits paid to claimants.
- 5. Failure of the policyholder to reimburse the carrier within thirty (30) days of written notice for any deductible amount shall be treated as non-payment of premium under the policy.
- 6. The traumatic premium for the policy shall be reduced by a credit which shall be applied prior to experience modification or other carrier premium modifications.
- 7. If the policy is issued with a deductible provision, the Deductible Endorsement (WC 37 04 03) shall be issued and made part of the policy.
- 8. The traumatic loss elimination ratio (LER) for the statutory deductible shall be in accordance with the following table:

<u>Deductible Level</u>	<u>Traumatic LER</u>
\$1,000	2.8%
\$5,000	8.4%
\$10,000	13.1%

F. SAFETY COMMITTEE CREDIT

1. The policyholder may apply to the Pennsylvania Department of Labor and Industry for certification of a Safety Committee.
2. If the certification by Labor and Industry is granted, the policyholder's next policy shall be issued with a five (5) percent credit from the carrier's otherwise rates for traumatic coverages only.
3. The five (5) percent credit shall continue if the employer, by affidavit, annually provides the Department of Labor and Industry and its insurer, verification that the safety committee continues to be operative and continues to meet the certification requirements.
4. This credit shall not apply to the policy period in effect when the certification is issued. The credit must be applied to the policy period beginning with the next normal anniversary rating date.
5. If the credit is to apply, the Certified Safety Committee Endorsement (WC 37 04 04A) shall be made part of the policy.

#### G. EMPLOYER ASSESSMENTS

1. In accordance with regulations promulgated by the PA Department of Labor and Industry, assessments for the maintenance of the Administrative Fund, Supersedeas Fund, Subsequent Injury Fund and Uninsured Employers Guaranty Fund are to be imposed on employers and are to be collected and remitted through insurance carriers.
2. The coal mine employer assessment factor shall apply to classifications under the jurisdiction of the Coal Mine Compensation Rating Bureau (CMCRB).
3. Each coal mine employer's assessment amount shall equal the currently approved coal mine employer assessment factor times the coal mine employer's assessment premium base in accordance with the following formula:  
$$\text{Employer assessment equals the coal mine employer's assessment factor times the employer's assessment premium base.}$$
4. The coal mine employer's assessment premium base shall include the actual premiums charged for traumatic and state occupational disease coverages. Since the Dept. assessments do not impact federal coverages, the coal mine employer's assessment base premium shall not include premiums for federal occupational disease and/or any premiums for coverage under the federal U.S.L. & H.W. Law.
5. The coal mine employer's assessment premium base shall not include any small deductible or large deductible premium credits on the traumatic and/or state occupational disease coverages.
6. The amount of the coal mine employer's assessment to be imposed and collected shall be in whole dollars, shall be separately displayed on the standard policy, and shall be designated by statistical code 0938.

#### H. TERRORISM

Premium for Terrorism is calculated based upon payroll in classifications under the jurisdiction of the CMCRB. The premium is calculated by dividing the coal traumatic payroll by \$100 and multiplying the result by the carrier's rate. Occupational Disease payroll is excluded from this calculation. The Terrorism premium shall be manually rated and shall not be subject to adjustments, including but not limited to, experience rating, merit rating, schedule rating, safety committee credits, or deductible credits. The Terrorism premium shall be included in the base premium used to calculate the non-premium Employer Assessment. Premium generated for Terrorism shall be separately stated on the Standard Policy and shall be designated to Statistical Code 9740.

**I. CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)**

Premium for Catastrophe (Other than Certified Acts of Terrorism) is calculated based upon payroll in classifications under the jurisdiction of the CMCRB. The premium is calculated by dividing the coal traumatic payroll by \$100 and multiplying the result by the carrier's rate. Occupational Disease payroll is excluded from this calculation. The Catastrophe (Other than Certified Acts of Terrorism) premium shall be manually rated and shall not be subject to adjustments, including but not limited to, experience rating, merit rating, schedule rating, safety committee credits, or deductible credits. The Catastrophe (Other than Certified Acts of Terrorism) premium shall be included in the base premium used to calculate the non-premium Employer Assessment. Premium generated for Catastrophe (Other than Certified Acts of Terrorism) shall be separately stated on the Standard Policy and shall be designated to Statistical Code 9741.

**RULE X – CANCELLATION****A. WHO MAY CANCEL**

1. The Cancellation Condition of the Standard Policy permits cancellation by the insured or by the insurance carrier.
2. Pennsylvania enacted legislation that prohibits an insurance carrier from cancelling workers compensation during their term, except for non-payment of premium. If the policy is issued with a deductible provision, failure by the policyholder to reimburse the carrier for stated deductible amounts, within thirty (30) days of written notice, shall be treated as non-payment of premium.
3. Reinstatement

When a notice of cancellation for non-payment has been issued, if the insurer thereafter receives payment and voluntarily determines to reinstate the policy, such reinstatement of coverage must be retroactive to the cancellation date.

Alternatively, if the insurer does not want to reinstate the policy as of the cancellation date but voluntarily determines to resume coverage after a lapse in coverage, the insurer must issue a new policy. Such new policy must carry the carrier's rates and rating plan values effective at the time the policy is issued.

**IMPORTANT NOTICE:** CANCELLATION NOTICES MUST BE FILED WITH THE BUREAU WITHIN 10 DAYS OF ISSUANCE; PROVIDED, HOWEVER, THAT FAILURE TO FILE SUCH NOTICE WITHIN THE REQUIRED TIME SHALL NOT INVALIDATE ANY CANCELLATION WHICH HAS BEEN MADE IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY.

**B. PREMIUM DETERMINATION – CANCELLATION BY THE INSURANCE CARRIER**

Premium for the canceled policy shall be computed as follows:

1. Rates and Payroll  
Apply carrier manual rates to the payroll developed during the period the policy was in effect.
2. Experience Rating  
Apply any experience mod in accordance with the rules of the Experience Rating Plan.

**C. PREMIUM DETERMINATION – CANCELLATION BY THE INSURED, WHEN RETIRING FROM BUSINESS**

Compute the premium as provided in B above if a policy is cancelled by the insured when:

1. All the work covered by the policy has been completed, or
2. All interest in any business covered by the policy has been sold, or
3. The insured has retired from all business covered by the policy.

D. PREMIUM DETERMINATION—CANCELLATION BY THE INSURED, EXCEPT WHEN RETIRING FROM BUSINESS

The premium for the canceled policy shall be based on the Short Rate Cancellation Table in this rule and computed as follows:

1. Actual Payroll

Determine the payroll developed during the period the policy was in effect.

2. Extended Payroll

Extend such payroll pro-rata to an annual basis.

*Example*

A payroll of \$80,000 for 185 days would produce a payroll of \$157,838 on an annual basis:  
 $\$80,000 \times 365 / 185 = \$157,838$ .

3. Rates

Apply carrier manual rates to the payroll in 2 above.

4. Experience Rating

Apply any experience mod in accordance with the rules of the Experience Rating Plan.  
Refer to Rule VI-E.

5. Short Rate Percentage

Based on the time the policy was in effect, apply the short rate percentage shown in the Short Rate Cancellation Table in this rule to the annual premium computed on the basis of the extended payroll in order to determine the short rate portion of the annual premium.

*(Continued on the next page...)*

**E. SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR**

Days Policy In Force		Percent of One Year Premium	Days Policy In Force		Percent of One Year Premium
(1)		(2)	(1)		(2)
1		5%	154-156		53%
2		6	157-160		54
3-4		7	161-164		55
5-6		8	165-167		56
7-8		9	168-171		57
9-10		10	172-175		58
11-12		11	176-178		59
13-14		12	179-182	(6 mos.)	60
15-16		13	183-187		61
17-18		14	188-191		62
19-20		15	192-196		63
21-22		16	197-200		64
23-25		17	201-205		65
26-29		18	206-209		66
30-32	(1 mo.)	19	210-214	(7 mos.)	67
33-36		20	215-218		68
37-40		21	219-223		69
41-43		22	224-228		70
44-47		23	229-232		71
48-51		24	233-237		72
52-54		25	238-241		73
55-58		26	242-246	(8 mos.)	74
59-62	(2 mos.)	27	247-250		75
63-65		28	251-255		76
66-69		29	256-260		77
70-73		30	261-264		78
74-76		31	265-269		79
77-80		32	270-273	(9 mos.)	80
81-83		33	274-278		81
84-87		34	279-282		82
88-91	(3 mos.)	35	283-287		83
92-94		36	288-291		84
95-98		37	292-296		85
99-102		38	297-301		86
103-105		39	302-305	(10 mos.)	87
106-109		40	306-310		88
110-113		41	311-314		89
114-116		42	315-319		90
117-120		43	320-323		91
121-124	(4 mos.)	44	324-328		92
125-127		45	329-332		93
128-131		46	333-337	(11 mos.)	94
132-135		47	338-342		95
136-138		48	343-346		96
139-142		49	347-351		97
143-146		50	352-355		98
147-149		51	356-360		99
150-153	(5 mos.)	52	361-365	(12 mos.)	100



**RULE XI – U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT****A. GENERAL EXPLANATION**

The U.S. Longshore and Harbor Workers' Compensation Act (U.S.L. & H.W. Act) is a Federal law which provides for payment of compensation and other benefits to employees such as longshoremen, harbor workers, ship repairmen, shipbuilders, shipbreakers and other employees engaged in loading, unloading, repairing or building a vessel. It applies to such employees while working on navigable waters of the United States and also while working on any adjoining pier, wharf, dry dock, terminal, building way, marine railway, or other area adjoining such navigable waters customarily used for loading, unloading, repairing or building a vessel. It does not cover masters or members of the crew of a vessel. For complete details see U.S. Code (1946), Title 33, Section 901-49, amended by Public Law 92-576.

**B. WORKERS COMPENSATION INSURANCE – PART ONE**

The standard policy is used to insure the statutory obligation of an employer to furnish benefits required by the U.S.L. & H.W. Act. Attach the standard Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06A) to provide such insurance. Do not designate the U.S.L. & H.W. Act in Item 3-A of the Information Page.

**C. EMPLOYERS LIABILITY INSURANCE – PART TWO**

For operations subject to the U.S.L. & H.W. Act, the standard limits of liability under Part Two are:

Bodily Injury by Accident: \$100,000 – each accident

Bodily Injury by Disease: \$100,000 – each employee

Bodily Injury by Disease: \$500,000 – policy limit

Refer to Rule VIII.

**D. CLASSIFICATIONS AND RATES****1. Classifications**

The provision for claim payment for Coal Mine classifications provide for coverage under the provisions of the Pennsylvania Worker's Compensation and Occupational Disease Laws, as amended, and the Federal Coal Mine Health and Safety Act, as amended only. The provision for claim payment has not been calculated to provide for coverage under the U.S. Longshore and Harbor Workers' Act (U.S.L. & H.W.)

**2. Rates**

The authorized rate for any such classification which is used to cover operations subject to the U.S.L. & H.W. Act, as amended, shall be the average of the underground mining, traumatic manual loss cost and the surface mining traumatic manual loss cost, times the Commissioner's published multiplier of 1.17, increased by the U.S. Longshore and Harbor Workers' Compensation coverage percentage which has been approved and published in the Pennsylvania Compensation Rating Bureau Manual. This traumatic rate shall be applied to the entire payroll of employees engaged in operations subject to the U.S.L. & H.W. Act. The state and federal occupational disease provisions for claim payment of the governing class published in this manual, extended by the class published in this manual, extended by the carrier's multiplier, shall be charged for the state and federal occupational disease portions.

**RULE XII – FINAL EARNED PREMIUM DETERMINATION****A. ACTUAL PAYROLL**

Final earned premium for the policy shall be determined on actual, instead of estimated, payroll or other premium basis.

**B. PREMIUM DETERMINATION**

The determination of final earned premium is governed by the rules and classifications in this Manual and the carrier's rates, and is subject to modification by applicable rating plans.

**C. AUDIT RIGHTS OF CARRIER**

The insurance carrier has the right to compute earned premium based on an examination of original payroll records and books of account of the insured, in accordance with Part Five (Premium Audit) of the Standard Policy.

**D. AUTHORIZED CLASSIFICATIONS**

Classifications which are not expressed on the policy shall not be used in auditing the payroll of any risk upon which a Card has been issued by the Coal Mine Compensation Rating Bureau of Pennsylvania, unless upon application to the Bureau the Card shall be revised.

**RULE XIII – ANTHRACITE UNDERGROUND MINE RESCUE TEAMS****A. GENERAL EXPLANATION**

Anthracite Underground Mine Rescue Teams, formed under the direction of the Pennsylvania Department of Environmental Protection or the Federal Mine Safety and Health Administration, may be available in the event of a disaster or mine catastrophe. Such teams shall be classified as Anthracite Underground Mining.

**B. PROVISIONS FOR CLAIM PAYMENT**

The Pennsylvania and Federal Occupational Disease provisions for claim payment for Anthracite Underground Mine Rescue Teams will be the same as the provisions for claim payment in effect for Anthracite Underground Mining. However, due to the hazardous nature of the work, the provision for claim payment for Workers' Compensation coverage, Code 1010, only, will be increased by 100% (2 x Manual Provision for Claim Payment), and not subject to experience or retrospective rating.

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### CLASSIFICATIONS AND LOSS COSTS

Except for rates for U.S.L. & H.W. Act coverage, Act 44 of 1993 prohibits the CMCRB from filing full workers' compensation rates effective December 1, 1993. In compliance with this act, the CMCRB will only file for the Provision for Claim Payment (i.e., Loss Costs) of each class.

**This section of the manual does not contain full rates, but only the Provision for Claim Payment approved for the CMCRB.**

Workers' Compensation Classifications

Occupational Disease Classifications

Workers' Compensation Loss Costs

Occupational Disease Loss Costs

**CLASSIFICATIONS**

**WORKERS COMPENSATION COAL MINE CLASSIFICATIONS**

	<u>Code No.</u>
UNDERGROUND	
Anthracite Mining	1010
Bituminous Mining	1001
SURFACE & CULM	
Anthracite Mining	1012
Bituminous Mining	1014
COKE	1469
AUGER MINING	1015
CO-GENERATION FUEL RECOVERY	
Anthracite Mining	1021
Bituminous Mining	1023
PREPARATION PLANT	
Anthracite	1025
Bituminous	1027

**OCCUPATIONAL DISEASE CLASSIFICATIONS**

	<u>State Code No.</u>	<u>Federal Code No.</u>
UNDERGROUND		
Anthracite Mining	1011	0160
Bituminous Mining	1002	0158
SURFACE & CULM		
Anthracite Mining	1016	0153
Bituminous Mining	1013	0156
COKE	1017	0154
AUGER MINING	1019	0157
CO-GENERATION FUEL RECOVERY		
Anthracite Mining	1022	0181
Bituminous Mining	1024	0182
PREPARATION PLANT		
Anthracite	1026	0183
Bituminous	1028	0184
For Reporting Disease Experience in connection with any classification other than Coal Mining for Insureds having liability under the Federal Coal Mine Health and Safety Act		0164
FORMER COAL MINE OPERATORS		0159

The use of these Loss Costs is optional for members of the CMCRB. If a member chooses to use these Loss Costs, the member’s approved multiplier must be applied to these Loss Costs to determine the carrier’s manual rate.

**WORKERS COMPENSATION LOSS COSTS – COAL MINE CLASSIFICATIONS**

Subject to the Underwriting Rules of this Manual

	<u>Traumatic Code No.</u>	<u>Traumatic Loss Cost</u>
<b>UNDERGROUND</b>		
Anthracite Mining	1010	\$ 25.64
Bituminous Mining	1001	6.10
<b>SURFACE &amp; CULM</b>		
Anthracite Mining	1012	11.82
Bituminous Mining	1014	2.40
<b>COKE</b>	1469	7.04
<b>AUGER MINING</b>	1015	17.35
<b>ANTHRACITE UNDERGROUND MINE RESCUE TEAMS</b>		
	1010	25.64
<b>CO-GENERATION FUEL RECOVERY</b>		
Anthracite Mining	1021	1.80
Bituminous Mining	1023	1.36
<b>PREPARATION PLANTS</b>		
Anthracite	1025	8.37
Bituminous	1027	1.46
Terrorism	9740	0.03
Catastrophe Other Than Terrorism	9741	0.01

**WORKERS COMPENSATION MANUAL RATES – COAL MINE CLASSIFICATIONS**

		<u>Traumatic Rates</u>
<u>U.S.L. &amp; H.W. Act</u>		
Anthracite Mining	-----	\$ 39.04
Bituminous Mining	-----	8.86
<b>EMPLOYER ASSESSMENT FACTOR</b>	-----	0.0224

The use of these Loss Costs is optional for members of the CMCRB. If a member chooses to use these Loss Costs, the member’s approved multiplier must be applied to these Loss Costs to determine the carrier’s manual rate.

**OCCUPATIONAL DISEASE LOSS COSTS – COAL MINE CLASSIFICATIONS**

Subject to the Underwriting Rules of this Manual

	<u>State Code No.</u>	<u>State Loss Cost</u>	<u>Federal Code No.</u>	<u>Federal Loss Cost</u>
<b>UNDERGROUND</b>				
Anthracite Mining	1011	\$ 3.75	0160	\$ 14.40
Bituminous Mining	1002	0.64	0158	0.83
<b>SURFACE &amp; CULM</b>				
Anthracite Mining	1016	2.82	0153	3.08
Bituminous Mining	1013	0.20	0156	0.50
COKE	1017	0.12	0154	0.11
AUGER MINING	1019	0.25	0157	0.43
<b>CO-GENERATION FUEL RECOVERY</b>				
Anthracite Mining	1022	0.36	0181	0.76
Bituminous Mining	1024	0.32	0182	0.34
<b>PREPARATION PLANTS</b>				
Anthracite	1026	3.02	0183	1.84
Bituminous	1028	0.37	0184	0.46
For Reporting Disease Experience in connection with any classification other than Coal Mining for Insureds having liability under the Federal Coal Mine Health and Safety Act			0164	0.50
FORMER COAL MINE OPERATORS			0159	“A” Rated

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**ENDORSEMENTS**

General Information

<b><u>Form Name</u></b>	<b><u>Form Number</u></b>
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Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement	WC 00 04 21 C
Certified Safety Committee Endorsement - Pennsylvania	WC 37 04 04B
Deductible Endorsement - Pennsylvania	WC 37 04 03
Exclusion of Employees Endorsement - Pennsylvania	WC 37 03 03
Exclusion of Executive Officers Endorsement - Pennsylvania	WC 37 03 10 C
Experience Rating Modification Factor Endorsement	WC 00 04 03
Federal Coal Mine Safety and Health Act Coverage Endorsement	WC 00 01 02 A
Longshore and Harbor Workers' Compensation Act Coverage Endorsement	WC 00 01 06A
Pending Rate Change Endorsement	WC 00 04 04
Pennsylvania Act 86-1986 Endorsement	WC 37 06 03A
Pennsylvania Notice	WC 37 06 02
Policy Period Endorsement	WC 00 04 05
Premium Discount Endorsement	WC 00 04 06
Rate Change Endorsement	WC 00 04 07
Sole Proprietors, Partners, Officers and Others Coverage Endorsement	WC 00 03 10
Special Pennsylvania Endorsement – Inspection of Manuals	WC 37 06 01
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Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	WC 00 04 22 A
Voluntary Compensation and Employers Liability Coverage Endorsement	WC 00 03 11A
Waiver of Our Right to Recover from Others Endorsement	WC 00 03 13

Following the General Information section on the next page, the forms are presented in order by form number.

## **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 A**

**FEDERAL COAL 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 Coal Mine Safety and Health Act (30 U.S.C Sections 801–945). Part One (Workers Compensation Insurance) applies to that work as though that state were shown in Item 3.A. of the Information Page.

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

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

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

Schedule

**State**

- Note 1:** Use this endorsement when the policy is to cover exposures subject to the Federal Coal 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 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)

© 1983 National Council on Compensation Insurance.

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.

WC 00 04 02

**Workers Compensation and Employers Liability Insurance Policy**

**ANNIVERSARY RATING DATE ENDORSEMENT**

The premium and rates for this policy, and the experience rating modification factor, if any, may change on your anniversary rating date shown in the Schedule.

Schedule

Anniversary Rating Date \_\_\_\_\_ (Month) \_\_\_\_\_ (Day)

**Note 1:** The anniversary rating date is explained in Rule 1 of the Basic Manual.

**Note 2:** Use this endorsement to show the insured's normal anniversary rating date if different from the policy effective date.

**Note 3:** The insurer may show the anniversary rating date in item 2 or item 4 of the Information Page.

**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. **State**
- |  | <b><u>Estimated Eligible Premium</u></b> |          |           |         |
|--|--|----------|-----------|---------|
|  | First                                    | Next     | Next      |         |
|  | \$5,000                                  | \$95,000 | \$400,000 | Balance |
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>
--------------	-----------------------	--------------------------------	---

**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 21 C**

**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 A), 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 A****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 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 in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
-------	------	---------

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 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 04B**

**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 policy period beginning with the next normal anniversary rating date.

**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.

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## RULINGS AND INTERPRETATIONS

This digest of rulings and interpretations is published for the convenience and guidance of the members of the Bureau and does not bear the official approval of the Insurance Commissioner. This information conforms to the rulings and interpretations as published in the Pennsylvania Compensation Rating Bureau Manual. These rulings and interpretations are based upon decisions made on the individual risks, or they represent established practices. Each item has been approved for publication herein by the Governing Committee.

Rulings and interpretations should generally be followed for underwriting purposes in the case of risks which appear to come within their stated provisions. If risks involve conditions or operations which appear to be exceptions, such exceptions should be referred to the carrier and the Bureau.

### EXECUTIVE OFFICERS – MULTIPLE CORPORATE ENTERPRISES

An executive officer may either receive a salary from only one or from several corporations insured under one policy. In other instances several policies may be issued to cover several corporations and an executive officer may receive a salary from each of these corporations. The following procedure shall apply in these instances:

Where it is permissible to include more than one corporation on a single policy and such corporations are insured by a single carrier whether under one or more policies, the several corporations shall be considered as a unit with respect to the application of the Executive Officers Rule. In all other cases the rule shall apply on a policy basis.

### EXECUTIVE OFFICERS REMUNERATION – TREATMENT OF

The remuneration of executive officers shall be treated in accordance with the following procedures:

1. The remuneration of an executive officer shall not be included with the payroll of the risk for premium computation purposes, provided:
  - (a) That such officer is elected for the value of his or her name or because of stock holdings, has no duties and does not come on the premises, except perhaps to attend directors' meetings.
  - (b) That such officer because of age or for other reasons, ceases to perform any duties and does not come on the premises, except perhaps to attend directors' meetings.
2. The remuneration of an executive officer shall not be included with the payroll of the risk for premium computation purposes, subject to the minimum and maximum provisions of the Basic Manual, provided:
  - (a) That such executive because of age or for other reasons, ceases to perform any duties, but nevertheless, frequently visits the premises of the risk.
  - (b) That such officer frequently visits the premises of the risk for business conferences, directors' meetings or similar duties although also an officer or employee of another risk in the operations of which he takes an active interest.
3. Under the following conditions, the amount of remuneration of executive officers which shall be included with the payroll of the risk for premium computation purposes, subject to the minimum and maximum amounts of the Basic Manual, shall be as indicated below:
  - (a) Where the officer draws no salary in fact, but a regular salary is credited to him or her on the books, the amount so credited shall be included in the payroll of the risk as his or her remuneration.
  - (b) Where the officer draws no salary in fact, but a regular salary is credited to him or her on the books and subsequently charged back to such officer, the amount so credited shall be included in the payroll of the risk as his or her remuneration regardless of such charge off.

- (c) Where the officer draws no regular salary but draws such various sums as his or her needs or the conditions of the business dictate, the actual amount drawn shall be included in the payroll of the risk as his or her remuneration.
- (d) Where the officer received no salary in fact, either drawn or credited, or where the records presented to the auditor fail to disclose the salary, the amount to be included in the payroll of the risk shall be the applicable manual minimum per week.

### **NAME OF INSURED**

In addition to providing the complete legal name of the insured, carriers shall designate such fictitious name shown on the information page by the symbol D.B.A. (doing business as). If a fictitious name is shown on an endorsement in the same designation, D.B.A. shall also be shown. A fictitious name is a business name which is not the legal name of the insured.

Some individuals are known by two or more complete names. If a carrier shows the additional names of such an insured individual, it shall designate each additional name by the symbol A.K.A. (also known as).

Each information page or applicable endorsement shall identify every corporate name which does not include the words "incorporated" or "corporation" in said name by the designation (A Corp.) following the name.

The effective date of any change, addition or deletion in the name of the insured shall be shown on the endorsement.

When issuing an endorsement to reflect a change in ownership, the following procedure shall be followed:

1. If the endorsement contains the complete name of the insured as it will be on the effective date of the endorsement, the name should then be preceded by the phrase "Name is changed to..."
2. If the endorsement does not contain the complete name of the insured, the change should be preceded by the phrase "Name is added..." or "Name is deleted..."
3. Name and address changes should be effected on a separate endorsement and not in conjunction with other policy amendments.

### **PENNSYLVANIA NOTICE (INSURANCE CONSULTATION SERVICES EXEMPTION ACT)**

The Pennsylvania Notice is designed for use in all lines of insurance including Workmen's Compensation. This Notice should be attached to all policies, new and renewal, as of January 1, 1981 and thereafter. Senate Bill 1406 states that exemption from liability applies only for Insureds furnished with a written explanation of the Act. Therefore, failure to attach this Notice to your policy forfeits the exemption it provides.

The attached notice explains that a carrier may provide certain services which propose to reduce the likelihood of injury, death or loss. These services include surveys, consultation or advice, or inspections. They are exempt from liability when this Notice is attached to the insurance policy. It also lists the situations in which the exemption from liability does not apply.

### **POLICY CORRECTIONS**

If the Bureau finds that a policy requires correction to conform to Manual rules or classifications, the carrier shall be notified by letter. Such policy shall be corrected and a copy of the correcting endorsement shall be submitted to the Bureau no later than thirty (30) days after notification.

**POLICY WRITING PROCEDURE****A. Policy Numbers**

The policy number designated by the carrier at policy issuance must remain constant and must be used on all endorsements and other documents related to that policy. If a portion of the policy number is designated at inception as the “key” policy number, such designation must be clearly identified on the policy information page and the “key” number must be used on all endorsements and other documents related to that policy.

**B. Renewal Policy Numbers**

The information page of each renewal policy shall identify the policy number of the policy which it renews, in accordance with A. above. This procedure also applies to rewritten policies. The word “same” should be used to indicate that the same policy number has been used on renewal. The word “new” should be used to indicate a newly issued policy.

**FILING AND APPROVAL OF ENDORSEMENTS PROCEDURE (Bureau Circular)**

The provisions of each endorsement applicable in Pennsylvania, as developed by the appropriate committees of the Bureau, will be filed by the Bureau with the Department, requesting approval thereof on behalf of all members who have furnished the Bureau with a Power of Attorney to so file on their behalf.

Individual filing with the Department will not be required for any carrier who has executed the Power of Attorney, with respect to the provisions of endorsements which have been filed by the Bureau and approved by the Insurance Department.

Following approval by the Department of the provisions of endorsements filed by the Bureau, a circular letter will be issued by the Bureau notifying the members of the Bureau of such approval.

A specimen copy of each approval endorsement form, prepared by the carrier, shall be filed with the Bureau, accompanied by a letter certifying to the following:

- (a) That the form of the endorsement is exactly in accord with the form as approved by the Insurance Department.
- (b) That the minimum requirements of the Insurance Department with respect to execution, name of carrier, etc., as outlined in Compensation Circular P-62, dated July 22, 1954 have been complied with.
- (c) That the form number of the endorsement is separate and distinct from that assigned to any previously approved Pennsylvania Workers’ Compensation form.

When specimen copies of each approved endorsement form have been placed on file in the Bureau, no further action will be necessary to authorize use of such endorsements by those carriers on whose behalf the filing was made.

It is anticipated that all carriers will avail themselves of this simplified procedure. In the event a carrier chooses not to furnish the Bureau with a Power of Attorney, that carrier must continue to secure individual approval of its endorsements from the Insurance Department.

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**SECTION I – INSTRUCTIONS**

1. The Experience Rating Plan is intended to determine whether a specific risk presents a hazard for future insurance which is better or worse than the hazard of the average risk in the classification(s) to which the risk has been assigned.
2. The rules of this Plan shall govern the experience rating procedure to be followed in connection with Workers' Compensation and Employers' Liability Insurance.  
These rules have been prepared as applicable to policies written or issued for a period not in excess of one year. When, however, policies are written for periods of more than one year, such policies shall be considered as consisting of consecutive units of twelve months, or if the period of coverage is not a multiple of twelve months, the first or last unit shall be considered as though it were a short term policy. If, however, coverage is written for a period that is more than one year, but not more than one year and sixteen days, such entire period shall be considered as a unit of coverage. Each unit as defined above shall be subject separately to all of the rules and procedures specified in the Plan to the same degree as if it actually constituted a separate policy.  
In the event the policy period for a long term policy is more than one year and sixteen days, and is not made up of complete twelve-month periods, an endorsement (WC 00 04 05) shall be attached to the policy specifying whether the first or last unit shall be considered as though it were a short term policy.
3. This Plan and all amendments thereto, unless otherwise specifically provided, shall be applied as of the first normal anniversary rating date of the risk, as established by the Bureau, which is on or after the effective date of any change in the rules or rating values of this Plan, but shall not otherwise be available to outstanding ratings.
4. It shall not be permissible by cancellation, or rewriting, or by the extension of the policy term, to alter an existing policy for the purpose of enabling the risk to qualify for, or avoid, application of this Plan.
5. Experience rating shall apply only to the traumatic portion of the policy. Experience rating shall not apply to occupational disease or USL & HW coverages.

**SECTION II – DEFINITIONS**

1. RISK. The term "risk" as used in this Plan shall mean:
  - a. A single legal entity.
  - b. Two or more affiliates which qualify for combination under the rules of Section III of this Plan.
2. LEGAL ENTITY. The term "legal entity" shall mean an individual, partnership, corporation, unincorporated association or fiduciary (e.g., trustee, receiver, executor or administrator).
3. EXPERIENCE. For the purpose of this Plan, experience shall mean the record established by a risk under Workers' Compensation and Employers' Liability Insurance, as disclosed by the traumatic losses incurred by the insurance carrier or carriers and the payrolls or other exposures segregated according to classification of operations.  
If the classification assigned to a risk is revised or modified, for the purpose of this Plan, the Bureau shall similarly reassign the classification of the experience period, except that if the revision is due to a change in operations, no part of the experience period prior to such operations change shall be affected.  
Note: For special provisions applicable to self-insurers' data, see Rule 5 of Section III.
4. PROVISION FOR CLAIM PAYMENT shall be the traumatic portion of the Bureau's latest approved filing representing the charges for losses only. The Bureau's provision for claim payment shall

include considerations for trend and loss development, but shall not include any provision for loss adjustment expenses, underwriting expenses, state and/or federal taxes, and profit and contingencies.

5. BASIC COMPONENT shall mean that portion of the Bureau's latest approved provision for claim payment which represents the loss charge for the layer of reported losses less than or equal to the primary limiting value.
6. RATABLE EXCESS COMPONENT shall mean that portion of the Bureau's latest approved provision for claim payment which represents the loss charge for the layer of reported losses between the primary and secondary limiting values.
7. NON-RATABLE EXCESS COMPONENT shall mean that portion of the Bureau's latest approved provision for claim payment which represents the loss charge for the layer of reported losses greater than the secondary limiting value. This component is not subject to experience rating.
8. PRIMARY LIMITING VALUE shall be \$50,000.
9. SECONDARY LIMITING VALUE shall be \$150,000.
10. EXPERIENCE MODIFICATION FACTOR (MOD) shall be the factor calculated by the Bureau representing the composite impact on the combined basic and excess components. The mod shall be published by the Bureau, but will be applied by the carrier to the carrier's own manual rate for the classification.
11. CALCULATION OF THE MOD shall be based upon the combined data of all traumatic classifications under the jurisdiction of the Bureau. Only one mod will be applicable to the coal classes on the policy. The published mod shall be applied by the carrier to all coal traumatic classes on the policy.
12. MODIFIED PAYROLL shall be the actual reported payrolls multiplied by the traumatic payroll development factors contained in the latest approved filing.

### SECTION III – GENERAL PROVISIONS

1. ELIGIBILITY REQUIREMENTS FOR EXPERIENCE RATING  
Any risk with a modified traumatic payroll of at least \$300,000 during the three (3) year experience period shall qualify for experience rating.
2. EXPERIENCE PERIOD  
The experience period shall be the latest three (3) calendar accident years of losses and payrolls reported to the Bureau in accordance with the approved Statistical Plan. Data that is reported as of June 30<sup>th</sup> is used to calculate MODS for policies with anniversary rating dates on or after the following December 1<sup>st</sup>.
3. EXPERIENCE TO BE USED  
The entire experience of the risk (except as otherwise provided in Rule 1 of Section V of this Plan) incurred within the experience period on all its operations shall be reported and used in determining the experience mod. The Bureau may, at its discretion, verify all the data from which the experience mod is to be determined.  
Experience developed on work let to and performed by an uninsured contractor shall be considered as the experience of the primary contractor or principal whose insurance carrier is liable for the payment of compensation under the provisions of the Pennsylvania Workers' Compensation and Occupational Disease Acts, as respects such work.
4. CALCULATION OF EXPERIENCE  
All experience mods shall be calculated by the Bureau on the basis of experience valued in accordance with Sections V and VI.
5. SELF-INSURERS' DATA

The experience of self-insurers may be accepted by the Bureau provided the experience on self-insured operations is submitted on the approved form, giving the required information with respect to payrolls and losses. Such statement shall be secured, verified and submitted by an interested carrier. Self-insured experience shall not be used in rating a risk unless the operations that produced such experience are to be insured under a Standard Workers' Compensation and Employers' Liability Policy. In the event the experience of any part thereof is not made available to the Bureau in accordance with the rules of this Manual, the policy shall be issued at the carrier's manual rates and continue to be manually rated until the experience in question is made available to the Bureau for rating or the risk otherwise qualifies for experience rating.

6. ADMINISTRATION OF PROPERTY (FIDUCIARY AND NON-FIDUCIARY)

Ownership interest shall be deemed to be vested in a fiduciary when a fiduciary is involved. However, "Fiduciary" shall not include a debtor in possession or a trustee under a revocable trust or a franchisor. Ownership interest held by an entity in a fiduciary capacity and ownership interest held by the same entity in a non-fiduciary capacity shall be deemed to be ownership by the same entity.

7. COMBINATION OF ENTITIES

- a. Two or more entities shall not be combined for rating purposes; provided, however, that combination shall be made as respects entities in each of which the same person, or group of persons, or corporation owns a majority interest and:
  - (i) The entities involved constitute the component parts of an enterprise performing a continuous process or operation, or
  - (ii) There is interchange of employment (other than office and salesmen) among two or more of the entities involved in the combination.
- b. At the option of the insured and the carrier or carriers involved, the experience of entities in each of which the same person, or group of persons, or corporation owns a majority interest, may be combined for rating purposes, providing
  - (i) Neither of the conditions specified in Rules 7 a.(i) and 7 a.(ii) is present, and
  - (ii) The experience of all entities which are combinable under this Rule is used to determine the experience mod.

If combination of all of the entities related by a common interest is not elected, then each entity shall be insured under a separate policy and rated on its own experience, providing it meets the qualifications for experience rating as specified in Rule 1 of this Section.

- c. If the experience of two or more entities is combined under Rule 7 a. above, insurance for the entire risk shall be provided by means of a single policy; if combination is made under Rule 7 b., insurance may be provided either by a single policy insuring the entire risk, or by separate policies issued by one or more insurance carriers. In the latter case, the experience mod established for the entire risk shall apply to each entity.
- d. If an entity owns a majority interest in another entity which, in turn, owns the majority interest in another entity, all entities so related shall be considered as being under the same ownership for the purposes of this rule, regardless of the number of entities in succession.
- e. Separate legal entities organized for religious purposes within the same religious denomination shall not be combined for rating purposes; however, that combination may be made as respects all such entities in each of which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct complete and active control over the finances, properties, operations and activities.

In the term "majority interest" as used in this rule, "majority" shall mean more than 50%.

If any entity other than a partnership

- (i) has issued voting stock, majority interest shall mean a majority of the issued voting stock;
- (ii) has not issued voting stock, majority interest shall mean a majority of the members;
- (iii) has not issued voting stock and has no members, majority interest shall mean a majority of the board of directors or comparable governing body.

If any entity is a partnership, majority interest shall be determined in accordance with the participation of each general partner in the profits of the partnership.

Note: If a combination of entities is required or has been elected, and if two or more different combinations are possible in accordance with the provisions of this rule, the combination involving the greatest number of entities shall be made. The experience of any entity used in such a combination shall not otherwise be used in combination with any other entity.

The experience to be used in a rating combination shall be subject to the provisions of the rule "Change of Ownership" of this Section.

#### 8. CHANGE OF OWNERSHIP, CONTROL, MANAGEMENT OR OPERATIONS

The following rules govern the use of past experience in future ratings when a change has occurred in ownership, control, management or operations:

- a. Use of Incurred Experience. Except as provided in Rules (d) through (j) below, incurred experience shall be used in future ratings regardless of any change in ownership, control, management or operations.
- b. Disposition of Physical Assets. If any entity disposes of most, or all, of its physical assets by sale or lease and then
  - (i) Becomes entirely inactive with no employees, or
  - (ii) Retains a few employees for the purpose of closing out its affairs prior to dissolution as a legal entity, or
  - (iii) Retains a few clerical employees for the purpose of carrying on operations in connection with investment of its financial assets, its incurred experience shall be assigned to that entity, if any, which has taken over its previous operations and employees, provided that there was no substantial change of such operations and employees at the time of the take-over.
- c. Partial Sale. If an entity disposes of a part of its assets or operations, but otherwise continues to operate its business, all experience incurred prior to the sale shall be used in future ratings of the entity. The experience incurred prior to the Partial Sale shall be used in future ratings for the part of the assets or operations disposed of unless a substantial change of operations or employees, in which event the experience incurred prior to the partial sale shall be discarded from future ratings.
- d. Changes of Management. The experience incurred on all operations of a risk shall be used in determining the experience modification regardless of, and shall be applicable to, trusteeships, receiverships, bondholders' protective committees and similar temporary changes of management, whether voluntary or at the direction of the Courts, except that experience incurred prior to such a change of management shall not be used in future ratings if such change is also accompanied by a substantial change of operations or employees.
- e. Individual Proprietorship. If the ownership of an individual proprietorship has been changed so that the previous owner either holds no ownership in, or holds less than 50% of, the new ownership, the experience incurred prior to the change shall be used in future ratings unless



- such change is also accompanied by a substantial change of operations or employees, in which event the experience incurred prior to the change shall be discarded from future ratings.
- f. Partnership. If the ownership of a partnership has been changed so that the combined interest of the previous owners in the new ownership ranges from none to less than 50%, the experience incurred prior to the change shall be used in future ratings unless such change is also accompanied by a substantial change of operations or employees, in which event the experience incurred prior to the change shall be discarded from future ratings.
  - g. Unincorporated Association. If the ownership or membership of the unincorporated association has been changed so that the combined interest of all previous owners or members in the new ownership ranges from none to less than 50%, the experience incurred prior to the change shall be used in future ratings unless such change is also accompanied by a substantial change of operations or employees, in which event the experience incurred prior to the change shall be discarded from future ratings.
  - h. Corporations – Cash Transactions. If the ownership of a corporation has been changed through outright purchase so that the combined interest of all previous owners in the new ownership ranges from none to less than 50%, the experience incurred prior to the change shall be used in future ratings unless such change is also accompanied by a substantial change of operations or employees, in which event the experience incurred prior to the change shall be discarded from future ratings.
  - i. Corporations – Exchange of Stock and Similar Transactions. If the entire ownership of a corporation has been acquired by another corporation or group of corporations by exchange of stock or similar means, resulting in a blending of the ownership of the acquiring and acquired corporations, the experience of the acquired corporation incurred prior to the change shall be retained and combined with that of the acquiring corporation or corporations for use in future ratings unless such change is also accompanied by a substantial change of operations or employees, in which event the experience incurred prior to the change shall be discarded from future ratings.
  - j. Merger. If two or more entities are merged so that the ownership interest of all such entities is combined in the surviving entity, the incurred experience of all such merged entities shall be used for experience rating the surviving entity unless the merger is also accompanied by a substantial change of operations or employees of one or more of the merged entities, in which event the experience of any such merged entity incurred prior to the merger shall be discarded from future ratings.
  - k. Consolidation. If two or more entities are consolidated by replacing them with a new entity combining the ownership interest of the prior entities, the incurred experience of all such consolidated entities shall be used for experience rating the new entity, unless the consolidation is also accompanied by a substantial change of operations or employees of one or more of the replaced entities, in which event the experience of any such replaced entity incurred prior to the consolidations shall be discarded from future ratings.
  - l. Multiple Entities. When two entities under substantially the same ownership have been insured under a single policy, and the ownership of one or both of them is changed so that there is no longer any connection between them, the procedure shall be as follows:
    - (i) If the experience of the entities has been combined for rating purposes during the entire experience period, the experience incurred prior to the change shall not be used for future ratings, unless
      - (a) the insurance carrier or carriers request that new mods be established, and

(b) the Bureau is furnished with the experience required for the calculation of such experience mods.

- (ii) If the experience of the entities has been combined for less than two years at the time of the change, so that the experience for each entity is available during the period they were separately insured, the experience for each entity shall be used for the purpose of calculating new experience mods.

When three or more entities under substantially the same ownership have been insured under a single policy, and the ownership of one of the entities has been changed so that there is no longer any connection between it and the remaining entities, the existing experience mod shall continue to apply to the entities whose ownership has not changed.

The entity whose ownership has changed shall not be subject to experience rating unless it has been purchased by an entity which has an applicable experience mod.

When three or more entities under substantially the same ownership have been insured under a single policy and the ownership of two or more of the entities has been changed so that common ownership no longer is present, the experience incurred prior to the date of the change shall not be used for future ratings, unless

- (i) the insurance carrier or carriers request that new mods be established, and  
(ii) the Bureau is furnished with the experience required for the calculation of such mods.

#### 9. JOINT VENTURES

When two or more risks associate for the purpose of undertaking one or more projects as a joint venture, the premium for the operation involved shall not be subject to experience modification until such time as the joint venture qualifies for experience rating in accordance with the provisions of Rule 1 of this Section, subject, however, to the following conditions:

- a. The contracts shall be awarded in the name of the associated risks as a joint venture.
- b. The joint ventures shall share responsibility for and participate in the control, direction and supervision of all work undertaken.
- c. The joint ventures shall maintain a common bank account, payroll and business records.
- d. When the joint venture becomes subject to experience rating, all applicable experience ratings shall be based exclusively on the experience of the joint venture. The experience developed under a joint venture shall be excluded from the future rating of the individual ventures.

### SECTION IV – APPLICATION OF EXPERIENCE MODIFICATION

#### 1. EXPERIENCE MOD

An experience mod for a qualified risk shall be determined annually by the Bureau and shall be effective as of the anniversary rating date of the policy. No more than one experience mod shall apply to a risk at the same time for all coal mine classifications. The experience mod shall be multiplied times the carrier's manual rate for traumatic coverage only.

#### 2. POLICY RISK

If a risk is covered by a single policy or more than one policy, the following procedure shall apply:

- a. The experience mod effective as of the anniversary rating date shall apply for the full term of the policy.
- b. If a policy is written for a period of one year, but is extended for a period of not more than 16 days, the carrier's manual rates and experience mod in effect as of the normal termination date shall remain in effect until the termination date of the extended policy.

The carrier's manual rates and experience mod which would have become effective shall apply for a period of one year.

- c. If a policy is written for a period of one year, but is extended for a period of more than 16 days but not in excess of 60 days, the carrier's rates and experience mod shall apply as of the anniversary rating date for the unexpired portion of the extended policy period, and shall also apply for a period of one year from the effective date of the renewal policy.

#### **SECTION V – TABULATION OF EXPERIENCE**

##### **1. EXPERIENCE USED FOR RATING**

The experience used for rating purposes shall be the individual risk's traumatic experience valued and reported in accordance with the provisions of the Coal Mine Compensation Rating Bureau of Pennsylvania Workers' Compensation Statistical Plan.

##### **2. RATING FORMS**

To determine the experience mod, the prescribed experience shall be tabulated by the Bureau on approved rating forms.

##### **3. PAYROLLS**

The audited payrolls or other exposures for each classification for the experience period shall be tabulated by calendar year. The three (3) year total of modified traumatic payroll for all coal classifications shall determine the risk's credibility.

##### **4. LOSSES**

Incurring losses shall be tabulated by calendar year, described below:

- a. Total losses as reported, except as provided for in Rule 5 below.
- b. Reported losses on claims up to the primary limiting value (basic).
- c. Reported losses on claims between the primary limiting value and the secondary limiting value (ratable excess).
- d. Reported losses on claims exceeding the secondary limiting value (non-ratable excess).

##### **5. MORAL RESPONSIBILITY**

No loss shall be excluded from the experience of a risk on the ground that the employer was not morally responsible for the accident that caused such loss.

##### **6. REVISION OF LOSSES**

It shall not be permissible to revise values because of department or judicial decision or because of developments in the nature of injury between two valuation dates. Provided, however, that:

- a. in cases where loss values are included or excluded through mistake other than error of judgment
- b. where a claim is declared non-compensable (see note below)
- c. where the claimant or carrier has recovered in an action against a third party, it shall be permissible to submit a revised reporting requesting adjustment of the affected rating or ratings, provided such request is made within 24 months of the expiration of the period to which the experience rating applied.

Note: For purposes of this rule, the term "non-compensable" refers to:

- (i) an official ruling specifically holding that a claimant is not entitled to benefits under the provisions of the Pennsylvania Workers' Compensation or Occupational Disease Act.
- (ii) a case where no claim was filed during the period of limitation provided by the Pennsylvania Workers' Compensation or Occupational Disease Act for the filing of such claim and the carrier therefore closes the case.
- (iii) a case where the carrier contends, prior to the valuation date, that a claimant is not entitled to benefits under the Pennsylvania Workers' Compensation or Occupational

Disease Act and the claim is officially closed because of the claimant's failure to prosecute their claim.

#### 7. THIRD PARTY CASES

- a. Pending Cases. When a negligence claim or suit has been instituted by a claimant against a third party, the procedure shall be as follows:

If the claim or suit against the third party has not been settled or finally adjudicated, the incurred loss shall be included in the rating, since failure to recover against a third party is no bar to compensation and the insurance carrier may eventually be obliged to indemnify the claimant in whole or in part for the loss sustained.

- b. Settled Cases. In cases where the carrier has received reimbursement under subrogation rights, or where the injured employee or his dependents have recovered from a third party, the procedure shall be as follows:

In cases where the total incurred cost prior to recovery is less than the accident limitation value, only the net loss shall be used in the rating. In cases where the total incurred cost prior to recovery exceeds the accident limitation value, the amount to be used in the rating shall be such proportion of the limiting value as the net loss bears to the total incurred cost prior to recovery.

### SECTION VI – MODIFICATION CALCULATION

The experience mods shall be calculated as follows:

1. The Bureau shall calculate and publish one mod per policy. The mod shall be based upon the data of all coal mine traumatic classifications under the Bureau's jurisdiction.
2. Total traumatic losses reported for the policy shall be segregated by the Bureau into the basic, ratable excess, and non-ratable excess losses by year as defined in Section V.
3. For determining the value of each loss, the indemnity, medical and funeral components for each individual loss must be combined.
4. The basic, ratable excess, and non-ratable excess losses shall be tabulated separately by class. The sum across all classes shall be used to calculate the policy's mod.
5. The reported losses for basic and ratable excess portions shall each be multiplied by a separate credibility factor from the respective table in Section VIII. The total three (3) year modified payroll across all coal traumatic classifications under the Bureau's jurisdiction shall be the basis for determining the policy's credibilities.
6. The expected losses by class, by year, shall be calculated using the policy's annual payrolls by class and the class's expected loss values. For expected loss values, refer to Table 1, Section VIII.
7. Three (3) years of expected losses shall be determined separately for the basic and ratable excess portions.
8. To the extent that the reported basic and ratable excess portions lack full credibility (1.000), the respective complement shall be applied to the respective expected losses.
9. The sum of the reported losses times credibility, plus the expected losses times the complementary credibility, all divided by the expected losses shall result in the experience ratio. For credibility values, refer to Table 2, Section VIII.
10. The experience ratio times the basic and ratable excess component, plus the non-ratable excess component shall equal the adjustment ratio. For these portions (or components), see Table 3, Section VIII.
11. To assure that the Experience Rating Plan does not generate more or less dollars of claim payment than included in the manual loss costs, an off-balance factor shall be calculated across

all experience rated risks. This off-balance factor shall be applied solely to the experience rated risks. For the off-balance factor, see Table 4, Section VIII.

12. The mod to be charged shall be the policy’s adjustment ratio divided by the experience rating off-balance factor, unless limited. For mod limits, see Table 5, Section VIII.

**SECTION VII – RATING FORMULA**

$$\text{Experience Ratio} = \frac{(L_B \times C_B) + [EL_B \times (1 - C_B)] + (L_{EX} \times C_{EX}) + [EL_{EX} \times (1 - C_{EX})]}{EL_B + EL_{EX}}$$

- Where
- $L_B$  = Basic Losses Reported
  - $C_B$  = Basic Credibility
  - $EL_B$  = Basic Expected Losses
  - $L_{EX}$  = Ratable Excess Losses Reported
  - $C_{EX}$  = Ratable Excess Credibility
  - $EL_{EX}$  = Ratable Excess Expected Losses

Adjustment Ratio = [Experience Ratio X (Basic and Ratable Excess Component)] + Non-Ratable Excess Component

Mod = Adjustment Ratio divided by Experience Rating Off-Balance, Unless Limitation Applies

**SECTION VIII – FACTORS AND TABLES**

TABLE 1 – EXPECTED LOSS VALUES

		Most Current Year	First Prior Year	Second Prior Year
1001 -	Basic	2.02	2.10	2.30
	Ratable Excess	0.43	1.10	1.23
1010 -	Basic	8.94	9.30	10.17
	Ratable Excess	1.93	4.86	5.44
1012 -	Basic	4.17	4.33	4.74
	Ratable Excess	0.90	2.27	2.53
1014 -	Basic	0.83	0.86	0.94
	Ratable Excess	0.18	0.45	0.50
1015 -	Basic	6.08	6.33	6.92
	Ratable Excess	1.31	3.31	3.70
1469 -	Basic	2.47	2.57	2.81
	Ratable Excess	0.53	1.34	1.50
1021 -	Basic	0.61	0.64	0.70
	Ratable Excess	0.13	0.34	0.37
1023 -	Basic	0.46	0.48	0.52
	Ratable Excess	0.10	0.25	0.28
1025 -	Basic	2.94	3.06	3.35
	Ratable Excess	0.63	1.60	1.79
1027 -	Basic	0.49	0.52	0.57
	Ratable Excess	0.11	0.27	0.30

TABLE 2 – CREDIBILITY

Credibility is based upon the three-year modified payroll of the insured based upon all coal mine traumatic classes combined. Modified payroll is calculated by applying the traumatic payroll development factors by class from the latest approved loss cost filing to the respective traumatic payrolls by class of the insured. Each insured shall have a separate primary and ratable excess credibility.

This table is constructed to determine both the primary and ratable excess credibility from a single table entry. The payrolls listed on the table provide for a range in payroll from the listed entry to the next entry. The credibility assigned to the risk is the largest payroll entry that the insured's modified payroll exceeds.

<b>Modified Payroll</b>	<b>Primary Credibility</b>	<b>Excess Credibility</b>	<b>Modified Payroll</b>	<b>Primary Credibility</b>	<b>Excess Credibility</b>
300,000	0.29	0.06	3,900,298	0.67	0.08
322,019	0.30	0.06	4,267,881	0.68	0.08
394,457	0.31	0.06	4,661,439	0.69	0.09
474,676	0.32	0.06	5,107,200	0.70	0.09
530,856	0.33	0.07	5,586,242	0.71	0.09
579,306	0.34	0.07	6,130,812	0.72	0.09
631,393	0.35	0.07	6,758,814	0.73	0.10
709,709	0.36	0.07	7,454,362	0.74	0.10
745,850	0.37	0.07	8,204,732	0.75	0.10
808,680	0.38	0.07	9,119,955	0.76	0.11
878,313	0.39	0.07	10,082,252	0.77	0.11
955,777	0.40	0.07	11,143,445	0.78	0.12
1,032,945	0.41	0.07	12,492,401	0.79	0.12
1,124,379	0.42	0.07	13,959,997	0.80	0.13
1,218,782	0.43	0.07	15,607,338	0.81	0.13
1,318,339	0.44	0.07	17,650,671	0.82	0.14
1,434,839	0.45	0.07	20,021,141	0.83	0.15
1,553,912	0.46	0.07	22,782,327	0.84	0.16
1,630,534	0.47	0.07	25,888,840	0.85	0.17
1,691,310	0.48	0.07	29,571,160	0.86	0.18
1,755,194	0.49	0.07	34,185,216	0.87	0.19
1,820,910	0.50	0.07	40,176,277	0.88	0.20
1,888,458	0.51	0.07	38,135,234	0.89	0.20
1,959,516	0.52	0.07	40,470,852	0.89	0.21
2,032,211	0.53	0.07	45,065,881	0.90	0.21
2,107,812	0.54	0.07	53,969,059	0.91	0.23
2,186,516	0.55	0.07	57,111,734	0.91	0.24
2,267,022	0.56	0.07	69,262,872	0.92	0.25
2,351,781	0.57	0.08	81,783,291	0.93	0.26
2,439,072	0.58	0.08	86,642,844	0.93	0.27
2,528,893	0.59	0.08	97,417,433	0.93	0.28
2,623,546	0.60	0.08	108,263,258	0.94	0.29
2,720,473	0.61	0.08	115,117,481	0.94	0.30
2,821,451	0.62	0.08	130,624,405	0.94	0.31
2,922,335	0.63	0.08	149,103,889	0.94	0.32
3,023,177	0.64	0.08	171,501,268	0.94	0.33
3,288,057	0.65	0.08	199,210,250	0.94	0.34
3,574,730	0.66	0.08			

TABLE 3 – EXPECTED SIZE OF LOSS COMPONENTS

Basic and Ratable Excess Component	=	0.66982
Non-Ratable Excess Component	=	0.33018

TABLE 4 – OFF-BALANCE FACTOR

Off-Balance Factor	=	1.0055
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TABLE 5 – MAXIMUM MOD LIMIT TABLE

Accounts with three (3) years of modified payrolls of less than \$1,000,000 can produce substantial debit experience mods. This substantial debit experience mod can be the result of a single large claim or two losses that exceed the basic loss limitation level. To mitigate the size of the debit mod on accounts with less than \$1,000,000 of three year modified payroll, the maximum mod limit table will apply. This table will apply to all accounts with a three year modified payroll total of less than \$1,000,000, including accounts which initially qualify for a mod, as well as accounts that were previously experience rated.

	3 Years of Modified Payroll	Maximum Mod Charge
\$	300,000 to \$ 499,999	1.200
\$	500,000 to \$ 749,999	1.300
\$	750,000 to \$ 999,999	1.400
\$	1,000,000 and Over	No Maximum



**SECTION IX – EXAMPLE** – This example represents an experience mod calculation for a hypothetical bituminous risk.

**Coal Mine Compensation Rating Bureau  
 Experience Rate Sheet  
 Policy # 0123456789**

**Insurer:** ABC Insurance Company

**File Number:** 999999

**Operator:** XYZ Mining Company

**Class:** Traumatic State Bituminous Surface, Traumatic State Bituminous Prep Plant

<u>Class</u>	<u>Year</u>	<u>Modified</u>	<u>Total</u>		<u>Basic</u>		<u>Ratable Excess</u>		<u>Non-Ratable Excess</u>		<u>Expected Losses</u>	
		<u>Payroll</u>	<u>Count</u>	<u>Losses</u>	<u>Count</u>	<u>Losses</u>	<u>Count</u>	<u>Losses</u>	<u>Count</u>	<u>Losses</u>	<u>Basic</u>	<u>Ratable Excess</u>
1014	2008	2,357,803	4	19,772	4	19,772	0	0	0	0	22,163	11,789
1014	2009	2,109,544	7	44,398	7	44,398	0	0	0	0	18,142	9,493
1014	2010	2,298,116	2	814	2	814	0	0	0	0	19,074	4,137
1027	2008	587,061	1	57	1	57	0	0	0	0	3,346	1,761
1027	2009	501,990	1	256	1	256	0	0	0	0	2,610	1,355
1027	2010	583,392	2	875	2	875	0	0	0	0	2,859	642
<b>Total</b>		<b>8,437,906</b>	<b>17</b>	<b>66,172</b>	<b>17</b>	<b>66,172</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>68,194</b>	<b>29,177</b>

**Credibility**

Basic	Excess
0.75	0.10

Experience Ratio: 0.9545  
 Adjustment Ratio: 0.970  
 Off-Balance Factor: 1.0055  
 Mod: 0.965

**SECTION X – SCHEDULE RATING PLAN**

1. The loss and/or expense components or an insured risk’s premium may, at the option of the underwriting carrier, be adjusted in accordance with provisions of this plan to reflect defined characteristics of the risk which, in the sole judgment of the underwriting carrier, are not adequately reflected in prior experience of the insured risk.
2. At the option of the underwriting carrier, this plan may be applied to any risk regardless of premium size.
3. At the option of the underwriting carrier, this Schedule Rating Plan may be applied individually or collectively to the traumatic and/or state occupational disease and/or federal occupational disease portions of the risk.
4. All statistical reporting requirements of the Coal Mine Compensation Rating Bureau and the Pennsylvania Insurance Department, including provisions of the uniform Statistical Plan and Pennsylvania Special Schedule W, are applicable to business written in accordance with this plan and must be complied with by carriers using this plan.
5. Schedule rating credits or debits must be applied as a percentage factor to premium computed after experience modification or Merit Rating Plan adjustment and before carrier premium discounts and expense constants, if applicable.
6. Schedule rating adjustments for any given risk shall be based on information contained in the carrier’s files and records when the credit or debit is determined, and such supporting information must be retained in the carrier’s files and records for such risk throughout the period of time in which the policy is subject to audit under provisions of the policy.
7. Acceptance of a policy by an insured shall constitute agreement with the amount of schedule rating credit or debit, or with the absence of any such credit or debit. Upon request of the insured, a carrier shall make available documentation supporting the derivation of any proposed schedule rating credit or debit.
8. Upon request of the Pennsylvania Insurance Department or the Coal Mine Compensation Rating Bureau, a carrier shall make available documentation supporting the derivation of a schedule rating credit or debit for any specified risk or risks.
9. No schedule rating credit or debit may be effective prior to the underwriting insurer’s receipt of information for a risk supporting the schedule rating credit or debit in question. No schedule rating credit or debit may be changed mid-term without the mutual agreement of the insured risk and the underwriting carrier.
10. The following risk characteristics are eligible under this plan for assignment of credits or debits subject to the maximum ranges set forth below:

<u>Risk Characteristic</u>	<u>Allowable Range of Credits or Debits</u>
Features of Workplace Maintenance or Operation	-10% to +10%
Risk Elements Not Addressed in Classification Plan	-10% to +10%
Availability of Medical Facilities in or near Workplace	-5% to +5%
Safety Equipment/Devices Present in/Missing From Workplace	-5% to +5%
Extraordinary Safety Programs Applicable to Workplace	-5% to +5%
Qualifications of Employees	-10% to +10%
Accommodations/Cooperation with Carrier by Management	-5% to +5%
Considerations Related to Policy Expenses	-5% to +5%
Other Risk Characteristics Not Addressed Above (Specify)	-10% to +10%

11. The maximum schedule rating credit permissible for any risk under this plan is –25 percent. The maximum schedule rating debit permissible for any risk under this plan is +25percent.

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**SECTION I – INSTRUCTIONS**

1. The Merit Rating Plan of the Coal Mine Compensation Rating Bureau (CMCRB) is intended to grant premium discounts or assess premium surcharges to risks subject to the manual of the CMCRB and which do not qualify for the application of the CMCRB uniform Experience Rating Plan.
2. The following rules of the Experience Rating Plan of the CMCRB are equally applicable to the CMCRB Merit Rating Plan and are adopted herein by reference:  
Section I, Paragraphs 2, 3, 4 and 5.  
Section II, Paragraphs 1, 2, 3 and 4.  
Section III, Paragraphs 3, 4, 5, 6, 7, 8 and 9.  
Section IV, Paragraphs 1 and 2.  
Section V, Paragraphs 1, 2, 3, 5, 6 and 7.  
Any reference to the uniform Experience Rating Plan in the above mentioned rules shall mean the CMCRB Merit Rating Plan when used in conjunction with this section of the manual.

**SECTION II – DEFINITIONS**

1. Compensable Lost Time Accident shall be a covered traumatic claim resulting in a payment or reserve for indemnity/funeral benefits. Claims subject to a policyholder deductible shall be considered compensable for the purpose of this section.
2. Merit Rating Plan Discount shall be applied as a five (5) percent discount based on the carrier's traumatic premium for the risk.
3. Merit Rating Plan Surcharge shall be applied as a five (5) percent surcharge based on the carrier's traumatic premium for the risk.

**SECTION III – GENERAL PROVISIONS**

1. Eligibility  
The Merit Rating Plan shall only apply to risks not subject to the CMCRB uniform Experience Rating Plan.
2. Experience Period  
The eligible risk must have reported payrolls greater than zero under the uniform Statistical Plan for any CMCRB traumatic class in both of the latest two calendar years.

**SECTION IV – APPLICATION OF THE MERIT RATING PLAN**

1. Each eligible risk with no compensable lost time accidents during the latest two calendar accident years consistent with the payrolls in Section III, Paragraph 2, shall receive a five (5) percent traumatic premium discount.
2. Each eligible risk with one compensable lost time accident during the latest two calendar accident years consistent with the payrolls in Section III, Paragraph 2, shall receive no Merit Rating adjustment.
3. Each eligible risk with two or more compensable lost time accidents during the latest two calendar accident years consistent with the payrolls in Section III, Paragraph 2, shall receive a five (5) percent traumatic premium surcharge.
4. The discounts/surcharges under this Plan shall be determined annually.
5. The discounts/surcharges under this Plan shall not be cumulative from year to year.
6. The discounts/surcharges under this Plan shall apply regardless of any other premium adjustment applicable to the policy.
7. When another premium adjustment is applicable to the policy besides the merit adjustment, the combination of adjustments shall be in an additive fashion.