

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

<p>In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:</p> <p style="text-align: center;">GENERAL SECTION</p> <p>A. The Policy This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1. of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.</p> <p>B. Who is Insured You are insured if you are an employer named in Item 1. of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.</p> <p>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. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.</p> <p>D. State State means any state of the United States of America, and the District of Columbia.</p> <p>E. Locations This policy covers all of your workplaces listed in Items 1. or 4. of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.</p>	<p style="text-align: center;">PART ONE WORKERS' COMPENSATION INSURANCE</p> <p>A. How This Insurance Applies This workers' compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. Bodily injury by accident must occur during the policy period. 2. Bodily injury by disease must be caused or aggravated by the conditions of your 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. <p>B. We Will Pay We will pay promptly when due the benefits required of you by the workers' compensation law.</p> <p>C. We Will Defend We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.</p> <p>D. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance; 3. litigation costs taxed against you; 4. interest on a judgment as required by law until we offer the amount due under this insurance; and 5. expenses we incur. <p>E. Other Insurance We will not pay more than our share of benefits and costs covered by this insurance and other</p>
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<p>insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.</p> <p>F. Payments You Must Make You are responsible for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:</p> <ol style="list-style-type: none"> 1. of your serious and willful misconduct; 2. you knowingly employ an employee in violation of the law; 3. you fail to comply with a health or safety law or regulation; or 4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers' compensation law. <p>If we make any payments in excess of the benefits regularly provided by the workers' compensation law on your behalf, you will reimburse us promptly.</p> <p>G. Recovery From Others We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>H. Statutory Provisions These statements apply where they are required by law.</p> <ol style="list-style-type: none"> 1. As between an injured worker and us, we have notice of the injury when you have notice. 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs. 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us. 4. Jurisdiction over you is jurisdiction over us for purposes of the workers' compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law. 	<ol style="list-style-type: none"> 5. The insurance conforms to the parts of the workers' compensation law that apply to: <ol style="list-style-type: none"> a. benefits payable by this insurance; b. special taxes, payments into security or other special funds, and assessments payable by us under that law. 6. Terms of this insurance that conflict with the workers' compensation law are changed by this statement to conform to that law. Nothing in these paragraphs relieves you of your duties under this policy. <p style="text-align: center;">PART TWO EMPLOYERS' LIABILITY INSURANCE</p> <p>A. How This Insurance Applies This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. The bodily injury must arise out of and in the course of the injured employee's employment by you. 2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page. 3. Bodily injury by accident must occur during the policy period. 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. 5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada. <p>B. We Will Pay We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers' Liability Insurance.</p> <p>The damages we will pay, where recovery is permitted by law, include damages:</p> <ol style="list-style-type: none"> 1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee; 2. For care and loss of services; and
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<p>3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and</p> <p>4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.</p> <p>C. Exclusions This insurance does not cover:</p> <ol style="list-style-type: none"> 1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner; 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law; 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers; 4. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law; 5. Bodily injury intentionally caused or aggravated by you; 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries; 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions; 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), 	<p>any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;</p> <ol style="list-style-type: none"> 9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws; 10. Bodily injury to a master or member of the crew of any vessel and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law; 11. Fines or penalties imposed for violation of federal or state law; and 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws. <p>D. We Will Defend We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.</p> <p>We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.</p> <p>E. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:</p> <ol style="list-style-type: none"> 1. Reasonable expenses incurred at our request, but not loss of earnings; 2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance; 3. Litigation costs taxed against you; 4. Interest on a judgement as required by law until we offer the amount due under this insurance; and 5. Expenses we incur.
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<p>F. Other Insurance We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.</p> <p>G. Limits of Liability Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.</p> <ol style="list-style-type: none"> 1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident. 2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee. Bodily injury by disease does not include disease that results directly from a bodily injury by accident. 3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance. <p>H. Recovery From Others We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>I. Actions Against Us There will be no right of action against us under this insurance unless:</p> <ol style="list-style-type: none"> 1. You have complied with all the terms of this policy; and 	<ol style="list-style-type: none"> 2. The amount you owe has been determined with our consent or by actual trial and final judgment. This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part. <p style="text-align: center;">PART THREE OTHER STATES INSURANCE</p> <p>A. How This Insurance Applies</p> <ol style="list-style-type: none"> 1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page. 2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page. 3. We will reimburse you for the benefits required by the workers' compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them. 4. If you have work on the effective date of this policy any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days. <p>B. Notice Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.</p> <p style="text-align: center;">PART FOUR YOUR DUTIES IF INJURY OCCURS</p> <p>Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.</p> <ol style="list-style-type: none"> 1. Provide for immediate medical and other services required by the workers' compensation law. 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need. 3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
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<p>4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.</p> <p>5. Do nothing after any injury occurs that would interfere with our right to recover from others.</p> <p>6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.</p> <p style="text-align: center;">PART FIVE – PREMIUM</p> <p>A. Our Manuals All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or governmental agency regulating this insurance.</p> <p>B. Classifications Item 4. of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.</p> <p>C. Remuneration Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:</p> <ol style="list-style-type: none"> 1. all your officers and employees engaged in work covered by this policy; and 2. all other persons engaged in work that could make us liable under Part One (Workers' Compensation Insurance) for this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers' compensation obligations. 	<p>D. Premium Payments You will pay all premium when due. You will pay the premium even if part or all of a workers' compensation law is not valid.</p> <p>E. Final Premium The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.</p> <p>If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:</p> <ol style="list-style-type: none"> 1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium. 2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium. <p>F. Records You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.</p> <p>G. Audit You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.</p>
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<p style="text-align: center;">PART SIX—CONDITIONS</p> <p>A. Inspection We have the right but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.</p> <p>B. Long Term Policy If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.</p> <p>C. Transfer of Your Rights and Duties Your rights or duties under this policy may not be transferred without our written consent.</p>	<p>If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.</p> <p>D. Cancellation</p> <ol style="list-style-type: none">1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice.3. The policy period will end on the day and hour stated in the cancellation notice.4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law. <p>E. Sole Representative The insured first named in Item 1. of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.</p>
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3rd Reprint

Effective July 1, 2011

INFORMATION PAGE

Insurer:

Policy No.

1. The Insured: _____ Individual Partnership

Mailing address: _____ Corporation or _____

Other workplaces not shown above: _____

2. The policy period is from _____ to _____ at the insured's mailing address.

3. **A.** Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ _____ each accident
 Bodily Injury by Disease \$ _____ policy limit
 Bodily Injury by Disease \$ _____ each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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Minimum Premium \$

Total Estimated Annual Premium \$

Expense Constant \$

Countersigned by: _____

General Information Page Notes	
	1. Insurance carriers may show a renewal agreement statement on the standard Information Page when a policy is renewed. The carrier must show "Renewal Agreement" or a like heading along with the title "Information Page" if a renewal agreement statement is shown on the Information Page.
	2. Insurance carriers showing a renewal agreement statement on the Information Page or entering into a renewal agreement not shown on the Information Page may list any or all endorsements in Item 3.D., elsewhere on the Information Page or in an Information Page Schedule. A carrier is not required to attach such listed endorsements to the Information Page and Policy if the endorsements have already been provided to the employer by that carrier.
	3. These General Information Page Notes do not affect the standard Information Page entry requirements set forth in the Information Page Notes.

NEW YORK INFORMATION PAGE NOTES

	<p>1. The sequence of Items 1. through 4. of the Information Page may not be changed except for Item 3.D. (See Note 11.). The format of each item may be rearranged, and these suggested headings may be used: 1. Insured; 2. Policy Period; 3. Coverage; and 4. Premium.</p>
	<p>2. The name of the insurer is to be shown prominently on the Information Page in the space above Item 1. Multi-carrier groups must make appropriate reference to the name of the member of the group providing the insurance.</p> <p>The address and kind of insurer (stock, mutual, or other) are to be shown on the Information Page, the policy, or a policy jacket.</p>
	<p>3. The policy number must be appropriately labeled and shown in the space reserved above Item 1. on the Information Page. This number should be unique to the carrier and remain constant during the policy period. It should be used on all endorsements issued after the policy is issued.</p> <p>The policy number appearing on the Information Page should be the same as the policy number contained in the carrier's internal statistical records.</p> <p>The five-digit NCCI carrier code number and the NCCI's Interstate Risk Identification Number must be shown and appropriately labeled on the Information Page.</p>
	<p>4. Indicate the prior policy number on the Information Page of all renewal policies.</p> <p>New business may be designated "New." At its option, the carrier may show this on the insured's copy of the Information Page.</p> <p>The policy number of a rewritten or replaced policy must also be on the Information Page.</p>
	<p>5. List in Item 1. the exact name of the employer insured and indicate whether the employer is an individual, partnership, joint venture, corporation, association or other legal entity.</p> <p>Also include the respective federal employer's identification number (FEIN), appropriately labeled, for each entity included on the policy.</p> <p>If separate legal entities are insured in a single policy, consistent with rules of the Manual, separately show the complete name of each insured employer and indicate each employer's legal entity status.</p>
	<p>6. List in Item 1. or by schedule all usual workplaces of the insured that are to be covered by the policy.</p>

	<p>7. The effective date and hour of the policy, and its expiration date and hour must be shown in Item 2. The hour may be included as part of the printed form at the carrier's option.</p>
	<p>8. List in Item 3.A. states where state workers' compensation insurance is provided. If none is provided, "none" or "not covered" may be shown.</p>
	<p>9. Show limits of liability separately for bodily injury by accident and by disease in Item 3.B.</p>
	<p>10. States may be shown in Item 3.C. by name or by designation, but do not name or designate a state listed in Item 3.A., a monopolistic state fund state, or a state where the insurer will not provide this coverage.</p> <p>The following entry may also be included: "All states except North Dakota, Ohio, Washington, Wyoming, states designated in Item 3.A. of the Information Page and _____."</p> <p>If the carrier learns that the employer is conducting operations in a 3.C. state, and if the carrier agrees to continue coverage, the carrier should add that state to Item 3.A. and remove it from Item 3.C. normal carrier procedures apply when the state is added to Item 3.A.</p>
	<p>11. Item 3.D. may be omitted so long as the list of the policy's schedules and endorsements appears somewhere on the Information Page.</p>
	<p>12. The content of Item 4. may be rearranged by the carrier. If the policy is issued for less than one year, the carrier may state whether the premium information is shown for the policy period or for an annual period.</p>
	<p>13. In Item 4., the development of estimated annual premium shall be displayed separately for each classification by state. This same display of premium development must be shown on any classification schedules attached to the policy.</p> <p>Total Estimated Standard Premium must be shown by state on the Information Page or on a schedule attached to the policy.</p>
	<p>14. The experience rating modification factor shall be shown in Item 4. for risks subject to the experience rating plan, unless this factor is not available when the policy is issued. The carrier then may make an appropriate entry in Item 4. to show that the factor is not available. See the Experience Rating Modification Factor Endorsement for more information.</p>
	<p>15. Premium discount must be shown in Item 4., the Premium Discount Endorsement, or both.</p>

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	<p>16. All charges or credits affecting the total estimated premium must be shown in Item 4. The deposit premium and the interim adjustment period must also appear on the Information Page.</p> <p>The date and place of policy issuance, date and place of countersignature and other related information may also be shown on the Information Page.</p>
	<p>17. Three-Year Fixed Rate Policies must be so designated on the Information Page as required by Rule X of this Manual.</p>
	<p>18. Other entries may be made on the Information Page as authorized by Notes to Endorsement, including: Defense Base Act Coverage; Voluntary Compensation Maritime Coverage Endorsement and the endorsements that apply to the inclusion and exclusion of executive officers and sole proprietors and partners.</p>
	<p>19. The carrier may use its own method of execution and place the execution clause at the end of the Information Page, at the end of the standard policy, or on a policy jacket.</p>
	<p>20. Provide and reference the Employer's Appeal Process (explained in Rule I (J) of this Manual) for classification, ownership, premium auditing, or any other ruling or decision pertaining to this policy. This is satisfied through the attachment of mandatory Endorsement, "New York Workers' Compensation Policyholder Notice of Right to Appeal" (WC 31 06 18 A).</p>
	<p>21. For those employers to which the Schedule Rating Plan applies, report the schedule rating information in Item 4.</p>

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DEFENSE BASE ACT COVERAGE ENDORSEMENT

This endorsement applies only to work described in the Schedule or described on the Information Page as subject to the Defense Base Act. The policy applies to that work as though the location included in the description of the work were a state named in Item 3.A. of the Information Page.

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

C. Workers' Compensation Law

Workers' Compensation law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Defense Base Act) 42 USC Sections 1651-1654). 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. Exclusion 8, does not apply to work subject to the Defense Base Act.

Schedule

Description of Work

Notes	
1.	Use this endorsement to provide workers' compensation insurance and employers' liability insurance for work subject to the Defense Base Act extension of the Longshore and Harbor Workers' Compensation Act.
2.	The Defense Base Act makes the Longshore and Harbor Workers' Compensation Act apply to contractors performing work at overseas military bases, whether in a territory or possession of the United States of America or in a foreign country, and to various public works contracts performed outside the continental United States.
3.	The description of the work must include the location where the work is to be performed.

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.

Schedule

**State
Percentage**

**Longshore and Harbor Workers'
Compensation Act Coverage**

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.

Notes	
	1. 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.
	2. The Longshore and Harbor Workers' Compensation Act is a federal workers' compensation law that applies to workers in maritime employments, including longshore, harborworkers, shipbuilders, shipbreakers and ship repairers. It does not apply to masters or crews of vessels. It excludes repairers engaged in repairing a recreational vessel or dismantling any part of a recreational vessel in connection with repair of such vessel and excludes individuals employed to build any recreational vessel under sixty-five feet in length. See Rule XI of the Manual for additional details.
	3. Coverage is provided in a state by naming the state in the Schedule.
	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."
	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."

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NONAPPROPRIATED FUND INSTRUMENTALITIES ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work described in the Schedule or described on the Information Page as subject to the Nonappropriated Fund Instrumentalities Act. The policy applies to that work as though the location shown in the Schedule were a state named in Item 3.A. of the Information Page.

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171 - 8173). 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 Nonappropriated Fund Instrumentalities Act.

Schedule

Description and Location of Work

Original Printing

Effective April 24, 2012

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	Policy No.	Endorsement No.
Insured		Premium
Insurance Company	Countersigned by _____	

WC 00 01 08 A
(Ed. 4-92)

Notes	
	1. Use this endorsement to provide workers' compensation insurance and employers' liability insurance for work subject to the Nonappropriated Fund Instrumentalities Act.
	2. The Nonappropriated Fund Instrumentalities Act makes the Longshore and Harbor Workers' Compensation Act apply to civilian employees of certain instrumentalities such as the Army and Air Force Exchange Service Army and Air Force Motion Picture Service, Navy Ship's Stores Ashore, Navy, Marine and Coast Guard Exchanges and other instrumentalities of the United States under jurisdiction of the Armed Forces conducted for the pleasure and improvement of Armed Forces personnel.

1st Reprint

Effective January 1, 2018

OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

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

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

C. Workers' Compensation Law

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

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

Schedule

Description and Location of Work

Notes	
	1. The Outer Continental Shelf Lands Act makes the Longshore and Harbor Workers' Compensation Act apply to work involving the development from fixed platforms of the natural resources of the Outer Continental Shelf. Use this endorsement to provide workers' compensation insurance and employers' liability insurance for work on the Outer Continental Shelf subject to the Longshore and Harbor Workers' Compensation Act.
	2. The description of the work must show the state whose boundaries, if extended to the Outer Continental Shelf, would include the location of the work.
	3. Use the "Maritime Coverage Endorsement" (WC 00 02 01 B) to cover the exposure for masters and members of the crews of vessels.

Original Printing

Effective January 1, 2014

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE
PROGRAM REAUTHORIZATION ACT OF 2007**

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

The Terrorism Risk Insurance Act of 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA, in whole or in part, TRIPRA is scheduled to expire December 31, 2014.

Since the timetable for any further Congressional action respecting TRIPRA is unknown at this time, and exposure to acts of terrorism remains, we are providing our policyholders with relevant information concerning their workers' compensation policies in effect on or after January 1, 2014 in the event of TRIPRA's expiration.

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

The premium charge for the coverage your policy provides for terrorism or war losses is shown in Item 4. of the Information Page or the Schedule in the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your policy, and this amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

Original Printing

Effective January 1, 2020

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

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

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

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

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

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

You need not do anything further at this time.

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers' Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

A. How This Insurance Applies

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1. of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. The exclusion does not apply if a premium entry is shown in Item 2. of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for “bodily injury by accident – each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for “bodily injury by disease – aggregate” is the most we will pay for damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel’s home port.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

2. Transportation, Wages, Maintenance and Cure Premium \$

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

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

Notes	
	1. Use this endorsement to afford maritime coverage under Program I or II of Manual Rule XII where the employer has maritime exposure and no Protection and Indemnity policy or has a Protection and Indemnity policy that does not cover all its operations.
	2. Use Item 1. of the Schedule to describe the maritime operations that are to be insured by this endorsement. The description may include limitations by size, ownership or name of vessel and limitations by names of waterways to be used by the vessels.
	3. Show a premium charge or other appropriate entry in Item 2. to provide coverage for transportation, wages, maintenance and cure.
	4. Show limits of liability in Item 3. of the Schedule.

VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime 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 who is a master or member of the crew of a vessel described in the Schedule.
2. The bodily injury must occur in employment that is necessary or incidental to work described in Item 2. of the Schedule.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

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 Item 1. of the Schedule were subject to the workers' compensation law shown in Item 1. of the Schedule. We will pay those amounts to the persons who would be entitled to them under that 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.

Schedule

1. Employees

Master and members of the crews of these vessels:

Workers' Compensation Law

2. Description of Work:

Notes	
	1. Use this endorsement to provide Voluntary Compensation Insurance under Program II of Manual Rule XII for masters and members of the crews of vessels.
	2. This endorsement provides voluntary compensation to the employees described in the Schedule. Employees are described by naming or describing the vessel to which they are attached.
	3. When this endorsement is used, the "Maritime Coverage Endorsement" (WC 00 02 01 B) must also be attached to the policy.

Original Printing

Issued January 1, 2000

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2. of the Schedule. Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3. of the Schedule, the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers' Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers' compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

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

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

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

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

Schedule

- | 1. Alternate Employer | Address |
|--|----------------|
| 2. State of Special or Temporary Employment | |
| 3. Contract or Project | |

Notes	
	1. This endorsement may be used when the insured named in Item 1. of the Information Page has agreed to provide insurance against workers' compensation and employers' liability claim made by employees of the insured against a special or temporary employer named in the Endorsement Schedule.
	2. This endorsement may be used only if the state of temporary or special employment is a state shown in Item 3.A. of the Information Page.
	3. If the insured is in the business of providing temporary workers for others, the insurer may show the alternate employers in the Schedule by the words "all" or "any"
	4. Three uses of this endorsement are illustrated here:
	a. Use this endorsement if the policy is issued to a contractor (the insured) who is required by an oil company (as alternate or special employer) to provide workers' compensation and employers' liability insurance to protect the oil company from claims brought by the contractor's employees.
	b. Use this endorsement if the policy is issued to a business that operates and manages property for others (the insured) who is required by the property owner (the alternate employer) to provide this insurance to protect the owner from claims brought by employees of the operator/manager.
	c. Use this endorsement if the policy is issued to a supplier of temporary office help (the insured) who is required by its customer (the user of the temporary office help – the alternate employer) to provide this insurance to protect the customer from claims brought by the insured's employees against the alternate employer.
	5. Show an appropriate entry to Item 3. to limit the endorsement to apply only to specific jobs or contracts of the insured.
	6. If this endorsement is used because of temporary or special employment in Illinois, the carrier must send a written notice of cancelation to all Illinois Alternate Employers shown in the Schedule.

Original Printing

Issued January 1, 2000

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from _____.

Notes	
	1. Use this endorsement to exclude designated workplaces only when it is proper to do so under the workers' compensation law. The use of this endorsement is also limited by Note 2. Refer to Rules III and VI of the Manual.
	2. Use the blank space in the endorsement to carefully describe the work or workplace to be excluded.
	a. Example excluding an office address: (Street, City, State)
	b. Example excluding a construction site: "or in connection with the construction of..." (describe the project, location, contract, etc.)
	c. Example covering a location and excluding all others within a state: "any place in the State of _____ except (Street, City)."
	d. Example excluding work insured by another policy: "any workplace covered by insurance policy number _____ issued by _____ Insurance Company."

Original Printing

Effective January 1, 2005

EMPLOYERS' LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

- A.** Part One (Workers' Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B.** Part Two (Employers' Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C.** Part Two (Employers' Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

- 13.** bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

Notes	
	1. Use this endorsement to afford employers' liability insurance in any state, including monopolistic state fund states, with the exception of Ohio, where the policy does not provide workers' compensation insurance. The states are to be listed in the Schedule. Use the Ohio Employers' Liability Coverage Endorsement to afford employers' liability insurance in Ohio.
	2. The endorsement may be used in New York State only if (1) all employees are excluded from the workers' compensation law or all employees have elected not to be subject to the law, and (2) there is no state law or regulation making the use of this endorsement illegal. Refer to Rule II (B)(5) of the Manual.

Original Printing

Issued January 1, 2000

INSURANCE COMPANY AS INSURED ENDORSEMENT

The policy does not cover your obligations as a workers' compensation reinsurer or insurer of other employers.

Note

1. Use this endorsement if the insured listed in Item 1. of the Information Page is licensed to write workers' compensation insurance or reinsurance.

Original Printing

Issued January 1, 2000

JOINT VENTURE AS INSURED ENDORSEMENT

If the employer named in Item 1. of the Information Page is a joint venture, and if you are one of its members, you are insured, but only in your capacity as an employer of the joint venture's employees.

Note

1. Use this endorsement to insure the members of a joint venture named in Item 1. of the Information Page.

RURAL UTILITIES SERVICE ENDORSEMENT

1. We will submit our policy and endorsement forms to the Rural Utilities Service (RUS) prior to using them.
2. We will mail to the Rural Utilities Service at least ten days advance notice of the termination of the policy.
3. If you are immune from tort liability, we will not use that immunity as a defense unless you so request us. You agree that waiving the defense of immunity will not make us liable for any payment in excess of the limits of liability stated in the policy.
4. If you are a cooperative or a mutual organization, we agree with the Rural Utilities Service that the insurance afforded by this policy is subject to the following provisions:
 - a. We agree that we will not use, either in the adjustment of claims or in the defense of suits against you, your immunity from tort liability, unless you interpose such defense;
 - b. You agree that the waiver of the defense of immunity shall not subject the company to liability of any portion of a claim, verdict or judgment in excess of the limits stated in the policy;
 - c. We agree that if you are relieved of liability because of your immunity, either by interposition of such defense at your request or by voluntary action of a court, the insurance applicable to the injuries on which such suit is based, to the extent it would otherwise have been available to you, shall apply to your officers and employees in their capacity as such; provided that all defenses other than immunity in suits against you or against the company under the policy shall be available to the company with respect to such officers and employees in suits against such officers and employees or against the company under the policy.

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 the 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 other 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. Employer 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.

Schedule		
Employees	State of Employment	Designated Workers' Compensation Law

Schedule		
<u>Employees</u>	<u>State 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.A. of the Information Page.	The state where the Injury takes place.
All domestics, farm, and Agricultural workers.	Utah	Utah
All partners of the Insured partnership.	Kansas	Kansas

Notes	
1.	Use this endorsement to afford voluntary compensation coverage pursuant to Rules II and VI of the Manual.
2.	Use "Voluntary Compensation Maritime Endorsement" (WC 00 02 03) to provide Voluntary Compensation Coverage under Program II of Manual Rule XII.
3.	Work in a monopolistic state fund state should not be included in the Schedule unless employers' liability coverage is provided in that state by the "Employers' Liability Coverage Endorsement" (WC 00 03 03 C).
4.	Various uses of this endorsement are illustrated below:

Original Printing

Effective April 1, 1984

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 anyone not named in the Schedule.

Schedule

Notes	
1.	Use this endorsement to waive the carrier's right of subrogation against named third parties who may be responsible for an injury.
2.	The sentence in () is optional with the carrier. It limits the endorsement to apply only to specific jobs of the employer, and only to the extent that the employer is required to obtain this waiver.
3.	The carrier shall as applicable indicate a premium charge of 2% to 10% of the manual premium subject to a minimum charge of \$250 per policy for blanket coverage.
4.	The carrier shall as applicable indicate a premium charge of 5% to 10% of the manual premium for each person or organization named above subject to a minimum charge of \$250 per policy for specific coverage.
5.	Refer to Rule VIII (K) of the Manual for further information.

Original Printing

Issued January 1, 2000

AIRCRAFT PREMIUM ENDORSEMENT

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

State	Aircraft	Schedule		Estimated Premium
		Passenger Seat Charge	Maximum Charge	

WITHDRAWN EFFECTIVE JANUARY 1, 2015

Notes	
1.	Use this endorsement to show the additional premium required for Classification Code 7421.
2.	Report passenger seat surcharge under Code 9108.
3.	Show, in the Schedule, state(s) to which the payroll of Classification Code 7421 is assigned.

Original Printing

Issued January 1, 2000

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.

Notes

1. This endorsement may be used if the employer's experience rating modification factor is not available when the policy is issued.
2. An appropriate typewritten entry may be made in the Information Page instead of using this endorsement.

Original Printing

Issued January 1, 2000

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

Notes	
	1. Use this endorsement if the rates shown in the policy may change because of a rate filing pending when the policy is issued.
	2. An appropriate typewritten entry may be made on the Information Page instead of using this endorsement.

Original Printing

Issued January 1, 2000

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.

Notes

- | | |
|----|--|
| 1. | Use this endorsement if the policy period is longer than one year and sixteen (16) days and does not consist of complete twelve-month periods. |
| 2. | Rule III (C) of the Manual requires this endorsement to show which period, the first or the last, is to be less than twelve (12) months. |

Original Printing

Issued January 1, 2000

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 on Items 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	Estimated Eligible Premium			
	First \$5,000	Next \$95,000	Next \$400,000	Balance

2. Average percentage 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:

Notes	
1.	Use this endorsement to show the application of Manual Rule VI, Premium Discount, or to identify the employer's policy which shows the application of the Premium Discount Rule.
2.	Do not make entries in Items 1., 2., or 3. if a policy number is to be shown in Item 4.
3.	The carrier has the option of replacing Item 1. with the appropriate Table in use by the carrier.
4.	Item 2. may be used if all eligible premium is developed in one or more states using the same discount.
5.	Item 3. is available to list all policies that are combined under the Premium Discount Rule.
6.	Use Item 4. if premium is shown on another policy issued to the employer. Enter the policy number of that policy.

Original Printing

Issued January 1, 2000

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

State	Date of Change	State Coverage % Change	Longshore and Harbor Workers' Act Coverage %
--------------	-----------------------	--------------------------------	---

Notes	
1.	Use this endorsement to show a change in rates for state coverage.
2.	Use the first and second columns to show the state and effective date of the change.
3.	Use the third column if the change is a flat percentage applicable to all classifications.
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.
5.	The carrier may show a fifth column (Classification Code Number and Rate) in order to show the change on a Schedule of Rate basis.

1st Reprint

Effective January 1, 2019

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

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

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

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

Note

1. Use this endorsement on all policies to notify the employer that changes in ownership, as defined in the New York Experience Rating Plan Manual, must be reported to the insurer within ninety (90) days of the change.

Original Printing

Effective January 1, 2019

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the Policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers' compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing.

Notes

- | | |
|--|---|
| | 1. This endorsement is mandatory and must be attached to every policy affording coverage under the New York Workers' Compensation Law. Refer to Rule I of the Manual. |
| | 2. The date of billing means the date the billing is received by the employer. |

Original Printing

Effective January 1, 2015

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

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers' compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism).

This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

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

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

Original Printing

Effective January 1, 2015

Schedule

State	Rate	Premium
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Notes	
	1. This endorsement must be attached to every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law, and the New York Volunteer Ambulance Workers' Benefit Law.
	2. For non-payroll classes in New York, the charge is a % of the non-payroll class manual premium.
	3. Premium charge must be reported under Statistical Code 9741 "Catastrophe Provision – Natural Disasters and Catastrophic Industrial Accidents Premium" on every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law, and the New York Volunteer Ambulance Workers' Benefit Law.
	4. Refer to Rules I, VI, and VIII of the Manual for additional information.

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

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

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

Definitions

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

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

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

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding Item 1. above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$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

Notes	
	1. This endorsement must be attached to every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law, and the New York Volunteer Ambulance Workers' Benefit Law.
	2. For non-payroll classes in New York, the charge is a % of the non-payroll class manual premium.
	3. Premium charge must be reported under Statistical Code 9740 "Catastrophe Provision – Terrorism Premium Charge" on every policy affording coverage under the New York Workers' Compensation Law, the New York Volunteer Firefighters' Benefit Law and the New York Volunteer Ambulance Workers' Benefit Law.
	4. Refer to Rules I and VIII of the Manual for additional information.

Original Printing

Effective May 1, 2017

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five - Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

Note

1. Use this endorsement to notify the employer that the experience rating modification factor shown on the Information Page may be revised.

Original Printing

Effective May 1, 2020

VOLUNTEER FIREFIGHTERS' BENEFIT LAW POLICY

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

GENERAL SECTION

<p>A. The Policy This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the insured named in Item 1. of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.</p> <p>B. Who Is Insured You are insured if you are the political subdivision named in Item 1. of the Information Page.</p>	<p>C. Volunteer Firefighters' Benefit Law Volunteer Firefighters' Benefit Law refers to the Volunteer Firefighters' Benefit Law, Chapter 64A, Consolidated Laws of New York.</p> <p>It includes amendments to that law which are in effect during the policy period. It does not include any federal workers' compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.</p> <p>The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this insurance, which are not inconsistent with the Volunteer Firefighters' Benefit Law, are applicable to this policy.</p>
<p>PART ONE-VOLUNTEER FIREFIGHTERS' BENEFIT LAW INSURANCE</p>	
<p>A. How This Insurance Applies This volunteer firefighters' insurance applies to bodily injury or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. Bodily injury must occur during the policy period. 2. Bodily injury by disease must be caused or aggravated by the conditions of your operations. The volunteer firefighter's last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. <p>B. We Will Pay We will pay promptly when due the benefits required of you by the Volunteer Firefighters' Benefit Law.</p> <p>C. We Will Defend We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate</p>	<p>and settle these claims, proceedings or suits.</p> <p>D. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance; 3. litigation costs taxed against you; 4. interest on a judgment as required by law until we offer the amount due under the insurance; and 5. expenses we incur.

Original Printing

Effective May 1, 2020

<p>E. Other Insurance We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.</p> <p>F. Recovery From Others We have your rights, and the rights of persons entitled to benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>G. Statutory Provisions These statements apply where they are required by law.</p> <ol style="list-style-type: none"> 1. As between an injured volunteer firefighter and us, we have notice of the injury when you have notice. 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs. 	<ol style="list-style-type: none"> 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us. 4. Jurisdiction over you is jurisdiction over us for the purposes of the Volunteer Firefighters' Benefit Law. We are bound by decisions against you under this law, subject to the provisions of this policy that are not in conflict with that law. 5. This insurance conforms to the parts of the Volunteer Firefighters' Benefit Law that apply to: <ol style="list-style-type: none"> a. benefits payable by the insurance; b. special taxes, payments into security or other special funds, and assessments payable by us under this law. 6. Terms of this insurance that conflict with the Volunteer Firefighters' Benefit Law are changed by this statement to conform to that law. <p>Nothing in these paragraphs relieves you of your duties under this policy.</p>
<p>PART TWO-EMPLOYERS' LIABILITY INSURANCE</p>	
<p>A. How This Insurance Applies This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. The bodily injury must arise out of and in the course of the injured volunteer firefighter's duties while engaged in activities described in Subdivision 1 of Section 5 of the Volunteer Firefighters' Benefit Law. 2. Bodily injury by accident must occur during the policy period. 3. Bodily injury by disease must be caused or aggravated by the conditions of the volunteer firefighter's activities 	<p>covered by this policy. The volunteer firefighter's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.</p> <ol style="list-style-type: none"> 4. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada. <p>B. We will Pay We will pay all sums you legally must pay as damages because of bodily injury to your volunteer firefighters, provided the bodily injury is covered by this Employers' Liability Insurance.</p>

<p>The damages we will pay, where recovery is permitted by law, include damage:</p> <ol style="list-style-type: none"> 1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your volunteer firefighter; and 2. for care and loss of services; <p>provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured volunteer firefighter's duties and activities for you.</p> <p>C. Exclusions This insurance does not cover:</p> <ol style="list-style-type: none"> 1. liability assumed under a contract or agreement; 2. any obligation imposed by the Volunteer Firefighters' Benefit Law, any workers' compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, or any similar law; 3. bodily injury intentionally caused or aggravated by you; 4. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries. <p>D. We Will Defend We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.</p> <p>We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.</p>	<p>E. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds; 3. litigation costs taxed to you; 4. interest on a judgment as required by law; and 5. expenses we incur. <p>F. Other Insurance We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the share of all remaining insurance and self-insurance will be equal until the loss is paid.</p> <p>G. Recovery From Others We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>H. Actions Against Us There will be no right of action against us under this insurance unless:</p> <ol style="list-style-type: none"> 1. You have complied with all terms of this policy; and 2. The amount you owe has been determined with our consent or by actual trial and final judgment. <p>This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.</p>
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PART THREE-YOUR DUTIES IF INJURY OCCURS		
<p>Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.</p> <ol style="list-style-type: none"> 1. Provide for immediate medical and other services required by the Volunteer Firefighters' Benefit Law 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need. 3. Promptly give us all notices, demands and 		<p>legal papers related to the injury, claim, proceeding or suit.</p> <ol style="list-style-type: none"> 4. Cooperate with us, and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit. 5. Do nothing after an injury occurs that would interfere with our right to recover from others. 6. Do not voluntarily make payments, assume obligations or incur expenses except at your own cost.
PART FOUR-PREMIUM		
<p>A. Our Manuals All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.</p> <p>B. Premium Item 3. of the Information Page shows the premium for this policy. Any changes in classification, premiums or rating plans shall be stated in an endorsement issued to form a part of this policy.</p> <p>C. Premium Payments You will pay all premium when due. You will pay the premium even if part of the Volunteer Firefighters' Law is not valid.</p> <p>If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:</p> <ol style="list-style-type: none"> 1. If we cancel, premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium. 2. If you cancel, premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancelation table and 		<p>procedures. Final premium will not be less than the minimum premium shown on the Information Page.</p> <p>D. Records You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.</p> <p>E. Audit You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.</p>

Original Printing

Effective May 1, 2020

PART FIVE-CONDITIONS	
<p>A. Inspection We have the right but are not obliged to inspect your facilities at any time. Our inspections are not safety inspections. They relate only to the insurability of the facilities and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your volunteer firefighter or the public. We do not warrant that your facilities are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.</p> <p>B. Long Term Policy If the policy is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.</p>	<p>C. Transfer of Your Rights and Duties Your rights and duties under this policy may not be transferred without our written consent.</p> <p>D. Cancellation</p> <ol style="list-style-type: none"> 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. 2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. 3. The policy period will end on the day and hour stated in the cancellation notice. 4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

Original Printing

Effective May 1, 2020

**INFORMATION PAGE
VOLUNTEER FIREFIGHTERS' BENEFIT POLICY**

INSURANCE COMPANY _____

Volunteer Firefighters' Benefit Policy No. _____

Renewal of Policy No. _____

INFORMATION PAGE

1. Name of Insured _____

Address _____
 [No. Street Town or City Country State]¹

2. Policy Period: From _____ to _____
 12:01 A.M., standard time at the address of the insured as state herein.

3. Premium-Classification Code Number 7711

Location	Population			Annual Premium
Home Area:				
List Other "Home Areas" Services Under Contract (\$___ per contract)				
List "Outside Areas":		Contract Price*		
		Home Area	All Areas	
EXPENSE CONSTANT				
MINIMUM PREMIUM \$		Total Annual Premium \$		

*Fill in only where the "Outside Area" has more than one contract for fire protection, provide the records of the "Home Area" are maintained so as to show separately its contract price as well as the total cost all contracts being paid by the "Outside Area."

[Date and Place of Issue _____]¹

[Countersigned [_____ 20___, at _____]¹ by _____
(See Reference Note 2.)

- | | |
|--------------------------------------|--|
| [A. Endorsement serial numbers. | C. Record of past experience.] |
| [B. Rating plan or premium discount. | D. Cancellation of similar insurance.] |
- 3

Original Printing

Effective May 1, 2020

GENERAL INSTRUCTIONS

This form is expressed in standard language which may not be amended and no part of which may be omitted except as indicated in the reference notes for the Information Page shown below or the explanatory notes shown in the endorsements used with this policy. "Standard language" means the form and endorsements approved by the New York State Department of Financial Services.

Notes	
	1. Matter in brackets may be included, omitted or amended at the option of the carrier.
	2. The capacity of the person countersigning may be stated.
	3. Declaration of this type calling for underwriting data and general information may be used at the option of the carrier.

Original Printing

Effective May 1, 2020

VOLUNTEER AMBULANCE WORKERS' BENEFIT LAW POLICY

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

GENERAL SECTION

<p>A. The Policy This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the insured named in Item 1. of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.</p> <p>B. Who Is Insured You are insured if you are named in Item 1. of the Information Page.</p>	<p>C. Volunteer Ambulance Workers' Benefit Law Volunteer Ambulance Workers' Benefit Law refers to the Volunteer Ambulance Workers' Benefit Law, Chapter 64B, Consolidated Laws of New York.</p> <p>It includes amendments to that law which are in effect during the policy period. It does not include any federal workers' compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.</p> <p>The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this insurance, which are not inconsistent with the Volunteer Ambulance Workers' Benefit Law, are applicable to this policy.</p>
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PART ONE-VOLUNTEER AMBULANCE WORKERS' BENEFIT LAW INSURANCE

<p>A. How This Insurance Applies This volunteer ambulance workers' insurance applies to bodily injury or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. Bodily injury must occur during the policy period. 2. Bodily injury by disease must be caused or aggravated by the conditions of your operations. The volunteer ambulance worker's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period. <p>B. We Will Pay We will pay promptly when due the benefits required of you by the Volunteer Ambulance Workers' Benefit Law.</p> <p>C. We Will Defend We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this</p>	<p>insurance. We have the right to investigate and settle these claims, proceedings or suits.</p> <p>D. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance; 3. litigation costs taxed against you; 4. interest on a judgment as required by law until we offer the amount due under the insurance; and 5. expenses we incur.
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<p>E. Other Insurance We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.</p> <p>F. Recovery From Others We have your rights, and the rights of persons entitled to benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>G. Statutory Provisions These statements apply where they are required by law.</p> <ol style="list-style-type: none"> 1. As between an injured volunteer ambulance worker and us, we have notice of the injury when you have notice. 2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs. 	<ol style="list-style-type: none"> 3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us. 4. Jurisdiction over you is jurisdiction over us for the purposes of the Volunteer Ambulance Workers' Benefit Law. We are bound by decisions against you under this law, subject to the provisions of this policy that are not in conflict with that law. 5. This insurance conforms to the parts of the Volunteer Ambulance Workers' Benefit Law that apply to: <ol style="list-style-type: none"> a. benefits payable by this insurance; b. special taxes, payments into security or other special funds, and assessments payable by us under this law. 6. Terms of this insurance that conflict with the Volunteer Ambulance Workers' Benefit Law are changed by this statement to conform to that law. <p>Nothing in these paragraphs relieves you of your duties under this policy.</p>
<p>PART TWO-EMPLOYERS' LIABILITY INSURANCE</p>	
<p>A. How This Insurance Applies This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.</p> <ol style="list-style-type: none"> 1. The bodily injury must arise out of and in the course of the injured volunteer ambulance worker's duties while engaged in activities described in Subdivision 1 of Section 5 of the Volunteer Ambulance Workers' Benefit Law. 2. Bodily injury by accident must occur during the policy period. 3. Bodily injury by disease must be caused or aggravated by the conditions of the volunteer ambulance worker's activities 	<p>covered by this policy. The volunteer ambulance worker's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.</p> <ol style="list-style-type: none"> 4. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada. <p>B. We Will Pay We will pay all sums you legally must pay as damages because of bodily injury to your volunteer ambulance workers, provided the bodily injury is covered by this Employers' Liability Insurance.</p>

<p>The damages we will pay, where recovery is permitted by law, include damage:</p> <ol style="list-style-type: none"> 1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your volunteer ambulance workers; and 2. for care and loss of services; <p>provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured volunteer ambulance worker's duties and activities for you.</p> <p>C. Exclusions This insurance does not cover:</p> <ol style="list-style-type: none"> 1. liability assumed under a contract or agreement; 2. any obligation imposed by the Volunteer Ambulance Workers' Benefit Law, the Volunteer Firefighters' Benefit Law, any workers' compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, or any similar law; 3. bodily injury intentionally caused or aggravated by you; 4. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries. <p>D. We Will Defend We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.</p> <p>We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.</p>	<p>E. We Will Also Pay We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:</p> <ol style="list-style-type: none"> 1. reasonable expenses incurred at our request, but not loss of earnings; 2. premiums for bonds to release attachments and for appeal bonds; 3. litigation costs taxed against you; 4. interest on a judgment as required by law; and 5. expenses we incur. <p>F. Other Insurance We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.</p> <p>G. Recovery From Others We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.</p> <p>H. Actions Against Us There will be no right of action against us under this insurance unless:</p> <ol style="list-style-type: none"> 1. you have complied with all terms of this policy; and 2. the amount you owe has been determined with our consent or by actual trial and final judgment. <p>This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.</p>
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PART THREE-YOUR DUTIES IF INJURY OCCURS		
<p>Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.</p> <ol style="list-style-type: none"> 1. Provide for immediate medical and other services required by the Volunteer Ambulance Workers' Benefit Law 2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need. 3. Promptly give us all notices, demands and 		<p>legal papers related to the injury, claim, proceeding or suit.</p> <ol style="list-style-type: none"> 4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit. 5. Do nothing after an injury occurs that would interfere with our right to recover from others. 6. Do not voluntarily make payments, assume obligations or incur, expenses, except at your own cost.
PART FOUR-PREMIUM		
<p>A. Our Manuals All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.</p> <p>B. Premium Item 3. of the Information Page shows the premium for this policy. Any changes in classification, premiums or rating plans shall be stated in an endorsement issued to form a part of this policy.</p> <p>C. Premium Payments You will pay all premium when due. You will pay the premium even if part of the Volunteer Ambulance Workers' Law is not valid.</p> <p>If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:</p> <ol style="list-style-type: none"> 1. If we cancel, premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium. 2. If you cancel, premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and 	<p>procedures. Final premium will not be less than the minimum premium shown on the Information Page.</p> <p>D. Records You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.</p> <p>E. Audit You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.</p>	

Original Printing

Effective May 1, 2020

PART FIVE-CONDITIONS	
<p>A. Inspection We have the right, but are not obliged to inspect your facilities at any time. Our inspections are not safety inspections. They relate only to the insurability of the facilities and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your volunteer ambulance workers or the public. We do not warrant that your facilities are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.</p> <p>B. Long Term Policy If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.</p>	<p>C. Transfer of Your Rights and Duties Your rights or duties under this policy may not be transferred without our written consent.</p> <p>D. Cancellation</p> <ol style="list-style-type: none"> 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. 2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. 3. The policy period will end on the day and hour stated in the cancellation notice. 4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

Original Printing

Effective May 1, 2020

**INFORMATION PAGE
VOLUNTEER AMBULANCE WORKERS' BENEFIT POLICY**

Insurance Company: _____

Policy No. _____

Renewal of Policy No. _____

INFORMATION PAGE

1. Name of Insured:

Mailing Address _____
 [No. Street Town or City Country State]¹

2. Policy Period: From _____ to _____
 12:01 A.M., standard time at the address of the insured as state herein.

3. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

	Number of Ambulances	Rate Per Ambulance	Estimated Annual Premium
Classification Code 7370: First Ambulance Additional Ambulances	1		
EXPENSE CONSTANT \$			
MINIMUM PREMIUM \$	TOTAL ANNUAL PREMIUM \$		

[Date and Place of Issue _____]¹

Countersigned [_____ 20__, at _____]¹ by _____
 (See Reference Note 2.)

- | | |
|--------------------------------------|---|
| [A. Endorsement serial numbers. | C. Record of past experience.] |
| [B. Rating plan or premium discount. | D. Cancellation of similar insurance.] |
- 3

Original Printing

Effective May 1, 2020

GENERAL INSTRUCTIONS

This form is expressed in standard language which may not be amended and no part of which may be omitted except as indicated on in the reference notes for the Information Page shown below or the explanatory notes shown in the endorsements used with this policy. "Standard language" means the form and endorsements are approved by the New York State Department of Financial Services.

Notes	
	1. Matter in brackets may be included, omitted or amended at the option of the carrier.
	2. The capacity of the person countersigning may be stated.
	3. Declaration of this type calling for underwriting data and general information may be used at the option of the carrier.

Original Printing

Effective May 1, 2020

**NEW YORK COVERAGE FOR ELECTED OR APPOINTED OFFICERS OF MUNICIPAL
CORPORATIONS OR OTHER POLITICAL SUBDIVISIONS ENDORSEMENT**

The policy applies to bodily injury sustained by the elected or appointed officers specified below, as authorized by the legislature or other governmental agency which has filed a notice as prescribed by the Chairman of the New York State Workers' Compensation Board in accordance with Article 4, Section 54, Subdivision 6 of the New York Workers' Compensation Law.

Schedule

Note

1. To be attached to a policy issued to a New York municipal corporation or other political subdivision which has elected to bring certain of its officers within the New York Workers' Compensation Law. The company may specify the officers by name or title or both.

Original Printing

Effective May 1, 2020

**NEW YORK DESIGNATED WORKPLACE CANCELANATION ENDORSEMENT
AND
NOTICE OF PARTIAL CANCELANATION**

This is to notify you that coverage under this policy is canceled for your operations at or from any location designated in the Schedule. The effective date of cancelation is also shown in the Schedule.

Schedule

1. Excluded location(s)

2. Effective Date of Cancelation

Employer _____

Nature of Business _____

Post Office Address _____

Effective Date of Policy _____ Expiration Date _____

Date Notices of Partial Cancelation were sent to Chairman and Employer _____

Reason for Partial Cancelation _____

(If the excluded location is insured elsewhere, the name of succeeding carrier should be stated.)

Notes	
1.	To be attached to a policy affording coverage under the New York Workers' Compensation Law when a specified location is to be excluded effective as of a date subsequent to the effective date of the policy. This endorsement also serves as notice of cancelation of part of the coverage under the policy as required by William Lorer. v. The Gotham Concrete & Cement Finish Corp. 8 A.D. 2nd 221, 1959; 187 N.Y.S. 2 275. The provision of Subdivision 5, Section 54 of the New York Workers' Compensation Law relative to giving notice to the employer and to the Chairman of the New York State Workers' Compensation Board must be observed.
2.	Since the endorsement reduces coverage, the signed acceptance of an authorized representative of the employer may be obtained on a copy of the endorsement to be returned to the company.

Original Printing

Effective May 1, 2020

NEW YORK EXCESS MEDICAL COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers' Compensation Insurance) because New York is shown in Item 3.A. of the Information Page and subject to the "New York Medical Benefits Reimbursement Endorsement" (WC 31 03 10) attached to this policy.

1. You will pay medical benefits directly to the persons entitled to them.
2. We will reimburse you for any payment you make in excess of \$ _____ because of bodily injury to one (or more) person(s) as a result of any one accident or because of disablement of one person due to bodily injury by disease.
3. You will promptly notify us if you are required to make any payment which would require us to reimburse you. You will not admit any liability without our written consent.
4. You will periodically, to our satisfaction, give us a written statement showing the amount we owe you.
5. The premium for this endorsement is calculated separately from other premium under this policy. This premium is not subject to any premium discount or any retrospective premium endorsement. In addition, losses under this endorsement are not subject to experience rating or any retrospective premium endorsement.

Classification and Code # of Operation	Estimated Total Annual Remuneration	Excess Medical Rate Per \$100 of Remuneration	Estimated Excess Medical Premium
--	-------------------------------------	---	----------------------------------

Notes	
1.	Use this endorsement on a policy which provides coverage under the New York Workers' Compensation Law when the "New York Medical Benefits Reimbursement Endorsement" (WC 31 03 10) is attached and the company agrees to pay the excess over a stated amount.
2.	In paragraph 2. insert the limit agreed upon by the carrier and the employer.

Original Printing

Issued January 1, 2000

NEW YORK EXECUTIVE OFFICERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any officers described in the Schedule. The premium basis for the policy does not include the remuneration of such officers. You will reimburse us for any payment we must make because of bodily injury to such officers.

Schedule

Names of Officers

Titles

Notes	
1.	To be attached to a policy affording coverage under the New York Workers' Compensation Law to an employer with more than one carrier separately insuring their multiple corporations, and where the carrier who is insuring the executive officers has attached the "New York Executive Officers Hold Harmless Endorsement" (WC 31 06 03) as part of its policy.
2.	To be attached to a policy affording coverage under the New York Workers' Compensation Law to a not-for-profit unincorporated association or not-for-profit corporation which has elected to exclude unsalaried executive officers from coverage.

Original Printing

Issued January 1, 2000

NEW YORK EXCLUSION OF EXECUTIVE OFFICER ENDORSEMENT

The policy does not cover bodily injury to the sole executive officer and only stockholder of the insured corporation, or one or two executive officers who together are the only stockholders of the insured corporation with each officer holding at least one share of stock in the corporation, when such corporation has other employees who are required to be covered by law, and the corporation has elected to exclude from coverage the sole officer or one or both officers of a two-person corporation described in the Schedule.

The premium basis for the policy does not include the remuneration of the excluded executive officer or officers.

You will reimburse us for any payment we must make because of bodily injury to such person.

Schedule

Name of Officer(s)

Title

Notes	
	1. An officer may be designated in this endorsement only when it is proper for an office to be excluded by election under the New York Workers' Compensation Law. Refer to Rule VIII (A)(4)(i) of the Manual.
	2. This endorsement may not be used for religious, charitable or educational corporations and incorporated posts or chapters of United States war veterans.

Original Printing

Issued January 1, 2000

NEW YORK INCLUSION OF EXECUTIVE OFFICER ENDORSEMENT

The policy covers bodily injury to an executive officer or executive officers who specifically do not require coverage under the New York Workers' Compensation Law but have elected to be insured and are described in the Schedule.

The premium basis for such insurance shall include the remuneration of such executive officer or officers as provided by our Manuals.

Schedule

Name of Officer(s)

Title(s)

Note

1. To be attached to a policy in accordance with Rule VIII (A)(4)(ii) of the Manual to afford coverage to a corporation which has elected to include its executive officer(s). This endorsement is restricted for use only when such corporation is comprised of either one or two executive officers who retain all the issued and outstanding stock, hold all the offices and do not employ any person required to be covered by the Law. (Not to be used for religious, charitable or educational corporations and incorporated posts or chapters of United States war veterans.)

Original Printing

Issued January 1, 2000

**NEW YORK LIABILITY OF MUNICIPALITIES TO POLICE OFFICERS
OR PAID FIREFIGHTERS' EXCLUSION ENDORSEMENT**

The policy does not apply to any liability imposed on you under Section 207-a or Section 208-d of the General Municipal Law of New York.

Note

1. To be attached to a policy affording coverage to a New York municipality, or other political subdivision which employs police officers or paid firefighters.

Original Printing

Issued January 1, 2000

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

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

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

Note

1. This endorsement must be attached to every policy in accordance with Rules I (B) and VII (A)(2)(a)(i) of the Manual showing New York in Item 3.A. of the Information Page.

Original Printing

Issued January 1, 2000

NEW YORK MEDICAL BENEFITS REIMBURSEMENT ENDORSEMENT

You will provide all medical benefits to the full extent required by the New York Workers' Compensation Law for each of the locations named in the Schedule and to our satisfaction.

This agreement is between you and us. It does not change the rights of others under the policy. You will reimburse us for any of those medical benefits that we may be legally required to pay.

Schedule

Note

1. Use this endorsement in accordance with Rule VIII (E)(1) of the Manual, where the employer has elected, pursuant to the New York Workers' Compensation Law, to be responsible for providing medical benefits but is not a qualified self-insurer for them.

Original Printing

Issued January 1, 2000

NEW YORK NON-SUBJECT EMPLOYEES EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any of your employees who are exempted, either mandatorily or by election, from the New York Workers' Compensation Law.

Note

1. To be attached to a policy affording coverage under the New York Workers' Compensation Law issued to a New York religious, charitable, educational or municipal corporation or other political subdivision when coverage is not to be afforded on a blanket basis with respect to all employees of the employer. For example: If it is desired to include within the coverage of the policy persons engaged in a teaching or non-manual capacity in or for a religious, charitable, or educational institution, the appropriate description of such persons and the classification applicable thereto are to be stated in Item 4. of the Information Page. In the case of officers, elective or appointive, for a municipal corporation or other political subdivision, the "New York Non-Subject Executive Officers Coverage Endorsement" (WC 31 03 12) should be attached.

Original Printing

Issued January 1, 2000

NEW YORK NON-SUBJECT EXECUTIVE OFFICERS COVERAGE ENDORSEMENT

An election was made in accordance with the provisions of the New York Workers' Compensation Law on behalf of each person described in the Schedule to be subject to the law. The premium basis for the policy includes the remuneration of such persons.

Schedule

Name of Officer

Title

Notes	
	1. To be attached to a policy affording coverage under the New York Workers' Compensation Law to a religious, charitable or educational corporation, or an incorporated post or chapter of an organization of United States war veterans. Refer to Rule VIII (A)(3)(b) of the Manual.
	2. To be attached to a policy issued to a New York municipal corporation or other political subdivision which has elected to bring certain of its officers within the New York Workers' Compensation Law.

Original Printing

Effective May 1, 2020

**NEW YORK SOLE PROPRIETORS, PARTNERS AND MEMBERS OF LLC's, PSLC's AND RLLP's
COVERAGE ENDORSEMENT**

An election was made on behalf of each sole proprietor, partner or LLC, PSLC, RLLP and member as defined in Rule VIII (B)(1) of the New York Workers' Compensation and Employers' Liability Manual named in the Schedule to be subject to the New York Workers' Compensation Law. The premium basis for the policy includes the remuneration of such persons.

Schedule

Sole Proprietor:

Partners:

Members:

Notes	
	1. To be attached to a policy in accordance with Rule VIII (B)(3)(a) of the Manual to afford coverage under the New York Workers' Compensation Law for sole proprietors, partners and members of LLC's, PSLC's or RLLP's who have elected to be covered.
	2. Individuals may be designated by naming them or by describing them in the endorsement schedule, as for example: a. all partners; b. all members; c. each person named in Item 1. of the Information Page.

Original Printing

Issued August 1, 2000

NEW YORK INCLUSION OF AUXILIARY POLICE ENDORSEMENT

An election was made in accordance with the provisions of the New York Workers' Compensation Law by a municipal corporation to provide coverage for auxiliary police.

Note

1. To be attached to a policy in accordance with Rule VIII (D)(2) of the Manual of a municipal corporation which has elected, pursuant to local law, to cover members of an auxiliary police organization.

Original Printing

Issued January 1, 2000

NEW YORK BENEFITS DEDUCTIBLE ENDORSEMENT

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

1. Part One (Workers' Compensation Insurance) applies only to benefits in excess of a deductible amount of \$_____. This deductible applies separately to each occurrence.
2. We will pay the deductible amount for you, but you must reimburse us promptly after we send you notice that payment is due.
3. The maximum amount you are obligated to reimburse us is an amount equal to your estimated annual premium at the inception of the policy to which this endorsement applies.

Notes

- | | |
|----|--|
| 1. | Use this endorsement in accordance with Rule VIII (H) of the Manual. |
| 2. | The amount to be inserted in Section 1 is \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,000, \$2,500, or \$5,000. |

Original Printing

Effective May 1, 2020

**NEW YORK SOLE PROPRIETORS, PARTNERS AND MEMBERS OF LLC'S, PSLC'S, RLLP'S
EXCLUSION ENDORSEMENT**

The policy does not cover bodily injury to any sole proprietor, partner or member of a LLC, PSLC or RLLP.

Notes	
	1. In accordance with Rule VIII (B)(3)(c) of the Manual, attach this endorsement to a policy affording coverage to a sole proprietor, partner or member of a LLC, PSLC, or RLLP to exclude coverage for such sole proprietor, partner or member.
	2. To afford coverage under the New York Workers' Compensation Law for sole proprietors, partners and members of LLC's, PSLC's or RLLP's refer to the "New York Sole Proprietors, Partners, and Members of LLC's, PSLC's and RLLP's Coverage Endorsement" (WC 31 03 13 C).

Original Printing

Effective May 1, 2020

NEW YORK PROFESSIONAL EMPLOYER ORGANIZATION (PEO) ENDORSEMENT

As used in this endorsement, "professional employer organization (PEO)" means the entity furnishing some or all of the workers to another entity for a fee or other compensation.

This endorsement applies only with respect to bodily injury to the workers you lease from the PEO named in the Schedule. Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) will apply to the PEO as an additional named insured.

Under Part One (Workers' Compensation Insurance) we will reimburse the PEO for the benefits required by the Workers' Compensation Law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is only intended to satisfy the PEO's legal obligation to secure workers' compensation coverage to its employees who are leased by you from the PEO. We will file with governmental agencies evidence that the PEO is insured only with respect to such employees.

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

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

If the policy is canceled, we will send notice of such cancelation in accordance with the Workers' Compensation Law to the PEO.

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

Schedule

Professional Employer Organization

Address

Notes	
1.	This endorsement may be used when the insured named in Item 1. of the Information Page has agreed to provide insurance against workers' compensation and employers' liability claims made by its leased workers against a PEO named in the endorsement Schedule.
2.	Use this endorsement if the policy is issued to an employer who is required to provide workers' compensation and employers' liability insurance to protect the PEO from claims by the employer's leased workers.

Original Printing

Effective May 1, 2020

NEW YORK PROFESSIONAL EMPLOYER ORGANIZATION (PEO) EXCLUSION ENDORSEMENT

As used in this endorsement, "professional employer agreement" means an agreement whereby an entity utilizes the services of a third party to provide its workers for a fee or other compensation. The third party providing such services shall be referred to as a "professional employer organization." The entity receiving the services shall be referred to as a "client."

This endorsement applies only with respect to workers provided by you to a client under a professional employer agreement for whom the client currently maintains workers' compensation insurance under a policy which contains a New York Professional Employer Organization (PEO) Endorsement in your name, currently in effect. As long as such coverage is maintained, your policy does not provide coverage for workers leased by you to such clients who are listed below. If benefits are not permitted to be paid directly to persons entitled to them by the client's insurer pursuant to such New York Professional Employer Organization (PEO) Endorsement, we will pay such benefits and seek reimbursement pursuant to such endorsement. If such client's policy is canceled, this exclusion endorsement shall lapse, and you will be liable for additional premium under this policy.

Schedule

Client

Address

Note

1. This endorsement will be attached to a PEO's policy to exclude coverage for workers leased to others on other than a temporary basis when a client who enters into a professional employer agreement with a PEO retains a Standard Workers' Compensation and Employers' Liability Policy for both its leased and non-leased workers.

Original Printing

Effective May 1, 2020

**NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
EXPLANATORY ENDORSEMENT**

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

Credits are earned for average wages in excess of \$23.24 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5040	5188	5402	5474	5538	5701	6204	6260	7601	9549
3365	5057	5190	5403	5479	5545	5703	6216	6306	7855	9553
3724	5059	5193	5428	5480	5547	5709	6217	6319	8227	
3726	5069	5213	5429	5491	5606	6003	6229	6325	9526	
3737	5102	5221	5443	5506	5610	6005	6233	6400	9527	
5000	5160	5222	5445	5507	5645	6017	6235	6701	9534	
5022	5183	5223	5462	5508	5648	6018	6251	7536	9539	
5037	5184	5348	5473	5536	5651	6045	6252	7538	9545	

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately four months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York compensation Insurance Rating Board.

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing). For policies with effective dates between January 1 and March 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the second calendar year preceding the policy effective date. For policies with effective dates between April 1 and December 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the calendar year preceding the policy effective date. Total payroll (and not limited payroll) is to be reported for employees engaged in the construction of one or two-family residential housing.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Audit Department, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017.

The application for credit on a renewal policy must be received by the Rating Board three (3) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the renewal policy effective and expiration date, however, it must be accompanied by a letter from the employer stating the reason for the delay.

Under no circumstances will an original application be accepted for any policy if it is received after the expiration date of the policy to which the credit would have applied, nor will a revised application be accepted if it is received later than one (1) year from the expiration date of the policy to which the credit would have applied.

The New York Workers' Compensation and Employers' Liability Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

For online entry of the information requested on this form refer to: <http://www.nycirb.org/cpap>

Original Printing

Effective May 1, 2020

NEW YORK OPTIONAL PROFESSIONAL EMPLOYER ORGANIZATION (PEO) ENDORSEMENT

As used in this endorsement, "professional employer agreement" means an agreement whereby an entity contracts with another entity to lease some or all of its workers. The entity providing the workers shall be referred to as the "professional employer organization (PEO)." The entity utilizing the workers shall be referred to as the "client."

This endorsement applies only with respect to bodily injury to the workers provided to the client identified in Item 1.A. of the Information Page and named in the Schedule below by the Professional Employer Organization identified in 1.A. of the Information Page under a professional employer agreement. This agreement is for long-term leasing services, rather than for temporary help services to meet seasonal or short-term conditions.

This policy provides coverage for the workers leased to the client. Coverage for these leased employees may be provided by either the PEO or the client which are both considered to be named insureds under this policy. This policy does not satisfy the client's duty for the complete payment of any obligations it may have under the Workers' Compensation Law for non-leased employees or that the PEO may have for direct employees engaged by it.

Part One (Workers' Compensation Insurance) and Part Two (Employers' Liability Insurance) will apply as though the PEO is an insured.

Under Part One, we will reimburse the PEO organization named in Item 1.A. of the Information Page for the benefits required by the Workers' Compensation Law if we are not permitted to pay the benefits directly to the persons entitled to them.

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

We will not ask any other insurer of the client to share losses with us covered by this policy.

We will charge premium for the workers leased to the client company by the PEO.

If we cancel this policy, we will send notice to the PEO and to the client at the address shown in the Schedule below.

The PEO will separately maintain payroll records needed to compute the premium for the workers leased to the client, to satisfy the obligations under Part Five (Premium). We will charge the PEO premium for workers leased to the client.

Name of Client	Schedule	Address
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Original Printing

Effective May 1, 2020

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

Policy No.

Endorsement No.

Insured

Premium

Insurance Company

Countersigned by

Note

1. This endorsement is to be attached to each policy issued to a client as specified under Rule II, Section H, of the Manual.

Original Printing

Effective May 1, 2020

**NEW YORK OPTIONAL PROFESSIONAL EMPLOYER ORGANIZATION (PEO) EXCLUSION
ENDORSEMENT**

As used in the endorsement, "professional employer agreement" means an agreement whereby an entity contracts with another entity to lease some or all of its workers. The entity providing the workers shall be referred to as the "professional employer organization." The entity utilizing the workers shall be referred to as the "client."

This policy does not provide coverage for workers you lease to your clients under a professional employer agreement.

Note

1. This endorsement is to be attached to a policy issued to a professional employer organization where it is intended that the coverage afforded by the policy is limited to employees that are not leased to any client.

Original Printing

Effective May 1, 2020

NEW YORK OPTIONAL CLIENT EXCLUSION ENDORSEMENT

As used in this endorsement, "professional employer agreement" means an agreement whereby an entity contracts with another entity to lease some or all of its workers. The entity providing the workers shall be referred to as the professional employer organization (PEO). The entity utilizing the workers shall be referred to as the "client."

In consideration of separate concurrent coverage provided by the PEO for leased employees under a professional employer agreement, this policy does not provide coverage for workers you lease from the PEO listed below:

Schedule

Professional Employer Organization	Address
---	----------------

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

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

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium
Insurance Company	Countersigned by _____	

Note	
1.	This endorsement is to be attached to a policy issued to a client where it is intended that the coverage afforded by the policy is limited to employees that are not leased from any professional employer organization.

Original Printing

Issued January 1, 2000

**NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT FACTOR
ENDORSEMENT**

The premium for this policy may be eligible for the New York Construction Classification Premium Adjustment Program. The credit factor shown in the Schedule is an estimated premium credit. The final calculation of the premium credit will be determined by our manual rules and your total payroll and hours worked as determined by audit.

Schedule

Construction Classification Premium Credit: _____%

Notes

- | | |
|----|--|
| 1. | Use this endorsement to notify the employer of a premium credit under the New York Construction Classification Premium Adjustment Program if the credit factor applicable to the policy is not available at the time of policy issuance. |
| 2. | Report the premium factor under Statistical Code 9046 "Premium Adjustment Credit Factor." |

Original Printing

Issued January 1, 2000

NEW YORK MERIT RATING ENDORSEMENT

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

The premium and rates for this insurance are subject to merit rating because your premium is less than the amount necessary to be eligible for experience rating. A merit rating adjustment will not be applied if your final premium is calculated to be the New York minimum premium for the employer classifications.

The following credits or debits will be applied to your manual premium based on your claims during the most recent three-year period for which statistics are available.

1. An 8% credit will be applied if you had no claims.
2. A 0% debit will be applied if you had one claim.
3. A 4% debit will be applied if you had two claims.
4. An 8% debit will be applied if you had three or more claims.

Notes	
1.	This endorsement must be attached to a policy showing New York in Item 3.A. of the Information Page, if the employer is eligible for merit rating.
2.	Show any merit rating credit or debit in Item 4. of the Information Page.

Original Printing

Issued January 1, 2000

NEW YORK PREFERRED PROVIDER ORGANIZATION PREMIUM ENDORSEMENT

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

This endorsement provides for the payment of benefits under the Workers' Compensation Law of New York to provide medical services and health care to injured workers for compensable injuries and diseases by means of a Preferred Provider Program which has been certified by the New York Department of Health under Article 10A of the Law.

We provide you with information concerning the use of the Preferred Provider Organization and your rights and obligations under the program.

A premium reduction percentage of _____% is applicable to your premium because you have exercised your right under the New York Workers' Compensation Law and agreed to use the medical services of a certified Preferred Provider Organization.

Failure to use the medical services of a certified Preferred Provider Organization, where applicable, will result in the forfeiture of the premium reduction.

Schedule

**Insured Name
Address(es)**

**PPO
Name(s)**

Effective Date of Employers Participation in Program _____

Union Employees? Yes No Are any union employees in the program? Yes No

Total Estimated Number of Employees Covered by PPO _____

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by

DATE OF ISSUE:

Original Printing

Effective May 1, 2020

NEW YORK PENDING PAYROLL LIMITATION AND PREMIUM DIFFERENTIAL ENDORSEMENT

The Construction Employment Payroll Limitation Law (S7744/A11294) requires a payroll limitation and territory premium differential on policies for all employers subject to the Law. The classification code(s) currently on your policy may be subject to the Law.

The requirements of the Law may be applied during the policy period or may be applied at time of audit.

Note

1. Use this endorsement if the proper payroll limitation and territory premium differential cannot be applied at time of policy issuance.

Original Printing

Effective May 1, 2020

**NEW YORK SAFE PATIENT HANDLING ACT PROGRAM
EXPLANATORY ENDORSEMENT (FLAT CREDIT)**

The New York Safe Patient Handling Act Program (NYSPHAP) allows a premium credit for New York employers in the healthcare industry. This credit exists to recognize compliance with Section 2997-k(2) of the New York State Public Health Law.

The Information Page of this policy will show a credit of 2.5% if you are eligible for this credit. You are eligible for a NYSPHAP credit if you are in compliance with the requirements of New York State Public Health Law Section 2997-k(2) and your policy contains classification codes subject to the NYSPHAP, which may include, but are not limited to the following:

- 8829 "Nursing Home-All Employees"
- 8833 "Hospital-Professional Employees"
- 8865 "Alcohol or Drug Rehabilitation Facility - All Employees & Clerical"
- 8866 "Assisted Living Facility - All Employees & Clerical"
- 9040 "Hospital-All Other Employees"

Contact your broker, agent, or insurance carrier if you believe you are eligible for a NYSPHAP credit.

Original Printing

Effective May 1, 2020

**NEW YORK SAFE PATIENT HANDLING ACT PROGRAM
EXPLANATORY ENDORSEMENT (TIERED CREDIT)**

The New York Safe Patient Handling Act Program (NYSPHAP) allows a premium credit for New York employers in the healthcare industry. This credit exists to recognize compliance with section 2997-k(2) of the New York State Public Health Law.

The Information Page of this policy will show a credit of 0.1% to 2.5% if you are eligible for this credit. You are eligible for NYSPHAP credit if you are in compliance with the requirements of New York State Public Health Law Section 2997-k(2) and your policy contains classification codes subject to the NYSPHAP, which may include, but are not limited to the following:

- 8829 "Nursing Home-All Employees"
- 8833 "Hospital-Professional Employees"
- 8865 "Alcohol or Drug Rehabilitation Facility - All Employees & Clerical"
- 8866 "Assisted Living Facility - All Employees & Clerical"
- 9040 "Hospital-All Other Employees"

Contact your broker, agent, or insurance carrier if you believe you are eligible for a NYSPHAP credit.

Original Printing

Effective May 1, 2020

NEW YORK MERIT RATING REVISION ENDORSEMENT

This endorsement is added to Part Five – Premium of the Policy.

The premium for the policy is adjusted by a Merit Rating Factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

Note

1. This endorsement is to be used to notify the employer that the merit rating factor shown on the Information Page may be revised.

Original Printing

Issued January 1, 2000

NEW YORK DOMESTIC WORKERS RESTRICTED ENDORSEMENT

The policy does not cover bodily injury to any of your domestic workers employed by you for less than forty (40) hours per week.

Note

1. To be attached to a policy affording coverage under the New York Workers' Compensation Law if it is desired to restrict coverage for domestics to those domestics with respect to whom the insured is mandatorily subject to such law. Refer to Rule XIII (B) of the Manual.

Original Printing

Issued January 1, 2000

**NEW YORK EXCLUSION FOR DESIGNATED
OFFICERS AND EMPLOYEES OF FIRE DISTRICTS ENDORSEMENT**

The policy does not apply to bodily injury sustained by any of the officers or employees described below if the Board of Fire Commissioners of the fire district in accordance with the provisions of Section 54, Subdivision 6-a of the New York Workers' Compensation Law have elected not to provide the benefits of the New York Workers' Compensation Law to such persons.

Schedule

(Name of Officer or Employee or Class Thereof)

Notes	
1.	To be attached to a policy affording coverage under the New York Workers' Compensation Law to a fire district when the Board of Fire Commissioners of such fire district has by resolution elected not to provide workers' compensation coverage for any one or more of its officers or employees or class thereof.
2.	The signed acceptance of the Secretary on behalf of the Board of Fire Commissioners of the employer may be obtained on a copy of the endorsement to be returned to the company.
3.	The law provides that the election by the Board of Fire Commissioners shall not become effective until thirty (30) days after a copy of said resolution has been filed with the Chairman of New York State Workers' Compensation Board and with the company and a copy thereof is furnished to each officer and employee to whom such election is applicable. Therefore, the effective date of the endorsement is to be thirty (30) days after the date on which the carrier receives a copy of said resolution which the Board of Fire Commissioners has sent to the Chairman of the New York State Workers' Compensation Board.
4.	This endorsement may not be used with a Volunteer Firefighters' Benefit Law policy.

Original Printing

Issued January 1, 2000

NEW YORK EXECUTIVE OFFICERS HOLD HARMLESS ENDORSEMENT

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

This policy covers bodily injury to any of your executive officers shown in the Schedule. We agree to reimburse your other workers' compensation insurers for any loss sustained because of bodily injury to named executive officers, provided such bodily injury is covered by this policy.

Names of Officers	Schedule	Titles
--------------------------	-----------------	---------------

Note

1. Use this endorsement to provide coverage under the New York Workers' Compensation Law for an employer with multiple corporations or separately insured locations. The use of this endorsement will permit a single premium charge to be made for each insured executive officer.

Original Printing

Effective May 1, 2020

**NEW YORK FIRE DISTRICT LIABILITY EXCLUSION ENDORSEMENT
FOR COUNTY OR TOWN POLICIES**

This contract does not provide:

1. any coverage under the New York Workers' Compensation Law or the New York Volunteer Firefighters' Benefit Law for which any fire district would be liable under such laws, or
2. any New York workers' compensation benefits for the fire district officers and employees for which any fire district would be liable under the Workers' Compensation Law, or
3. any New York volunteer firefighters' benefits for any volunteer firefighters for which any fire district would be liable under the New York Volunteer Firefighters' Benefit Law.

The foregoing provisions do not apply in relation to volunteer firefighters' benefit coverage and volunteer firefighters' benefits provided for and in relation to the following named fire districts which have expressly requested coverage under this contract pursuant to the provisions in Section 32 of Article 3 of the New York Volunteer Firefighters' Benefit Law.

The term "fire districts," as used in this provision, does not include the fire protection districts and fire alarm districts mentioned in Sections 183 and 184 Article 11 of the New York Town Law.

Schedule

Notes	
	1. To be attached to a "Volunteer Firefighters' Benefit Law Policy" (WC 31 00 00 A) issued to a county or a town.
	2. If there are no exceptions, enter "No Exceptions."

Original Printing

Effective May 1, 2020

NEW YORK VOLUNTEER FIREFIGHTERS' BENEFIT LAW GROUP INSURANCE ENDORSEMENT

The policy is a group insurance contract written under the provisions of Section 32 of Article 3 of the New York Volunteer Firefighters' Benefit Law.

You shall be responsible for all premiums.

You shall maintain records of the information necessary for premium computation separately for each employer.

You shall act for each and all of the insureds named in the Schedule below for the purpose of giving and receiving notice of cancellation.

You will receive any return premium under the policy.

Schedule

Notes

- | | |
|-----------|---|
| 1. | To be attached to a Volunteer Firefighters' Benefit Law Policy when written on a group insurance basis. |
| 2. | The Schedule shall include the towns included under this group insurance policy. |

Original Printing

Effective May 1, 2020

NEW YORK VOLUNTEER FIREFIGHTERS' 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 Items 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	Estimated Eligible Premium			
	First \$5,000	Next \$95,000	Next \$400,000	Balance

2. Average percentage discount: _____%

3. Other policies:

4. If there are no entries in Items 1., 2., and 3. of the Schedule, see the "Premium Discount Endorsement" (WC 00 04 06) attached to your policy number:

Notes	
	1. Use this endorsement to show the application of Manual Rule VI, Premium Discount, or to identify the employer's policy which shows the application of the Discount Rule.
	2. Do not make entries in Items 1., 2., or 3. if a policy number is to be shown in Item 4.
	3. The carrier has the option of replacing Item 1. with the appropriate Table in use by the carrier.
	4. Item 3. is available to list all policies that are combined under the Discount Rule.
	5. Use Item 4. if premium discount is shown on another policy issued to the employer. Enter the policy number of that policy.

Original Printing

Effective May 1, 2020

**NEW YORK VOLUNTEER FIREFIGHTERS' BENEFIT LAW
EXTENSION OF EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT**

This endorsement provides Part Two – Employers' Liability Insurance to volunteer fire departments or volunteer fire companies and their fire chiefs, fire commissioners and board of trustees if the named insured is liable for payment of benefits to the volunteer firefighters of these volunteer fire departments and fire companies in accordance with the provisions of Section 30 of the New York Volunteer Firefighters' Benefit Law.

The premium for this endorsement is computed separately and is an additional 10% of the policy premium.

Note

1. To be attached to a Volunteer Firefighters' Benefit Law policy when issued to a political subdivision that has elected to voluntarily provide employers' liability insurance. Refer to the "Miscellaneous Values" in Part Three – Loss Costs of the Manual.

Original Printing

Effective May 1, 2020

NEW YORK VOLUNTEER AMBULANCE WORKERS' 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. The endorsement shows your estimated discount in Item 1. or 2. of the Schedule. The final computation 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** **Estimated Eligible Premium**
- | | First
\$5,000 | Next
\$95,000 | Next
\$400,000 | Balance |
|---|------------------|------------------|-------------------|---------|
| 2. Average percentage discount: _____% | | | | |
| 3. Other policies: | | | | |
| 4. If there are no entries in Items 1., 2., and 3. of the Schedule, see the "Premium Discount Endorsement" (WC 00 04 06) attached to the policy number. | | | | |

Notes	
1.	Use this endorsement to show the application of Manual Rule VI, Premium Discount, or to identify the employer's policy which shows the application of the Premium Discount Rule.
2.	Do not make entries in Items 1., 2., or 3 if a policy number is to be shown in Item 4.
3.	The carrier has the option of replacing Item 1. with the appropriate Table in use by the carrier.
4.	Item 3. is available to list all policies that are combined under the Premium Discount Rule.
5.	Use Item 4. if premium discount is shown on another policy issued to the employer. Enter the policy number of that policy.

Original Printing

Issued January 1, 2000

**NEW YORK AMBULANCE DISTRICT LIABILITY EXCLUSION ENDORSEMENT
FOR COUNTY OR TOWN POLICIES**

This contract does not provide:

1. any coverage under the New York Workers' Compensation Law or the New York Volunteer Ambulance Workers' Benefit Law for which any ambulance district would be liable under such laws, or
2. any New York workers' compensation benefits for the ambulance district officers and employees for which any ambulance company would be liable under the Workers' Compensation Law, or
3. any New York volunteer ambulance workers' benefits for any volunteer ambulance workers for which any ambulance district would be liable under the New York Volunteer Ambulance Workers' Benefit Law.

The foregoing provisions do not apply in relation to volunteer ambulance workers' benefit coverage and volunteer ambulance workers' benefits provided for and in relation to the following named ambulance districts which have expressly requested coverage under this contract pursuant to the provisions of Section 32 of the New York Volunteer Ambulance Workers' Benefit Law.

Schedule

Notes	
1.	To be attached to a Volunteer Ambulance Workers' Benefit Law policy issued to a county or a town.
2.	If there are no exceptions, enter "No Exceptions."

Original Printing

Effective May 1, 2020

**NEW YORK VOLUNTEER AMBULANCE WORKERS' BENEFIT LAW GROUP INSURANCE
ENDORSEMENT**

The policy is a group insurance contract written under the provisions of Section 32 of Article 3 of the New York Volunteer Ambulance Workers' Benefit Law.

You shall be responsible for all premiums.

You shall maintain records of the information necessary for premium computation separately for each insured.

You shall act for each and all of the insureds named in the Schedule below for the purpose of giving and receiving notice of cancellation.

You will receive any return premium under the policy.

Schedule

Notes

- | | |
|--|---|
| | 1. To be attached to a Volunteer Ambulance Workers' Benefit Law policy when written on a group insurance basis. |
| | 2. The Schedule shall list the members of the group included under this insurance policy. |

Original Printing

Effective May 1, 2020

**NEW YORK EXCLUSION FOR DESIGNATED
OFFICERS AND EMPLOYEES OF AMBULANCE DISTRICTS ENDORSEMENT**

The policy does not apply to bodily injury sustained by any of the officers or employees described below if the Board of Ambulance Commissioners of the ambulance district in accordance with the provisions Article 4 of Section 54, Subdivision 6-a of the New York Workers' Compensation Law and with the approval of the Town Board has elected not to provide the benefits of the New York Workers' Compensation Law to such persons.

Schedule

(Name of Officer or Employee or Class Thereof)

Notes	
	1. To be attached to a policy affording coverage under the New York Workers' Compensation Law to an ambulance district when the Board of Ambulance Commissioners of such ambulance district and the Town Board have by resolution elected not to provide workers' compensation coverage for any one or more of its officers or employees or class thereof.
	2. The signed acceptance of the Secretary on behalf of the Board of Ambulance Commissioners of the insured and the Town Board may be obtained on a copy of the endorsement to be returned to the company.
	3. The law provides that the election by the Board of Ambulance Commissioners, as authorized by the Town Board, shall not become effected until thirty (30) days after a copy of said resolution has been filed with the Chairman of the New York State Workers' Compensation Board and with the company and a copy thereof is furnished to each officer and employee to whom such election is applicable. Therefore, the effective date of the endorsement is to be thirty (30) days after the date on which the carrier receives a copy of said resolution which the Board of Ambulance Commissioners has sent to the Chairman of the New York State Workers' Compensation Board.
	4. This endorsement may not be used with a Volunteer Ambulance Workers' Benefit Law policy.

Original Printing

Issued January 1, 2000

**NEW YORK AMBULANCE AND FIRE DISTRICT LIABILITY EXCLUSION ENDORSEMENT
FOR COUNTY OR TOWN POLICIES**

This contract does not provide:

1. any coverage under the New York Workers' Compensation Law or the New York Volunteer Firefighters' Benefit Law or the Volunteer Ambulance Workers' Benefit Law for which any fire district or ambulance district would be liable under such laws, or
2. any workers' compensation benefits for fire or ambulance district officers and employees for which any fire district or ambulance district would be liable under the Workers' Compensation Law, or
3. any volunteer firefighters' or ambulance workers' benefits for any volunteer firefighters or volunteer ambulance workers under the Volunteer Firefighters' Benefit Law or the Volunteer Ambulance Workers' Benefit Law.

Note

1. To be attached to a standard provisions policy issued to a county or town.

Original Printing

Issued January 1, 2000

**NEW YORK VOLUNTEER AMBULANCE WORKERS' BENEFIT LAW
EXTENSION OF EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT**

This endorsement provides Part Two – Employers' Liability Insurance to volunteer ambulance companies and their officers and board of trustees if the named insured is liable for payment of benefits to the volunteer ambulance workers of these volunteer ambulance companies in accordance with the provisions of Section 30 of the New York Volunteer Ambulance Workers' Benefit Law.

The premium for this endorsement is calculated separately and is an additional 10% of the policy premium.

Note

1. To be attached to a "Volunteer Ambulance Workers' Benefit Law Policy" (WC 31 00 02 B) when issued to a political subdivision that has elected to voluntarily provide employers' liability insurance.

Original Printing

Issued January 1, 2000

NEW YORK PREFERRED PROVIDER ORGANIZATION ENDORSEMENT

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

This endorsement provides for the payment of benefits under the Workers' Compensation Law of New York to provide medical services and health care to injured workers for compensable injuries and diseases by means of a Preferred Provider Program which has been certified by the New York Department of Health under Article 10A of the Law.

We will provide you with information concerning the use of the Preferred Provider Organization and your rights and obligations under the program.

Insured Name Address(es)	Schedule	PPO Name(s)
-------------------------------------	-----------------	------------------------

Effective Date of Employers Participation in the Program _____

Union Employees? Yes No Are any union employees in the program? Yes No

Total Estimated Number of Employees Covered by PPO _____

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

Endorsement Effective	Policy No.	Endorsement No.
Insured	Premium \$	
Insurance Company	Countersigned by	

DATE OF ISSUE:

Original Printing

Effective May 1, 2020

Section 3. Exclusions

This insurance does not cover:

- A.** Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation;
- B.** Compensation or benefits imposed by any non-occupational, disability benefits law, plan or any similar law or plan; and
- C.** Bodily injury you intentionally cause or aggravate.

Section 4. Voluntary Workers' Compensation

This endorsement amends Section A. of Part One of the policy by adding the following coverage:

On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers' compensation law designated in Item 1. of the Schedule of this endorsement.

We will pay those amounts to the persons who would be entitled to them under the law. If this is not possible, we will reimburse you for amounts you are required to pay.

The following provisions apply to this insurance:

- A.** In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and injury had been subject to the workers' compensation law designated in Item 1. of the Schedule of this endorsement. The only exception to this is as provided for in Section 6 – Repatriation Expense.
- B.** We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment.
- C.** Before we are required to make any payment or reimburse you, the persons entitled or paid must:
 - (1)** Release you and us in writing from all responsibility for the bodily injury or death;
 - (2)** Transfer to us their right to recover from others who may be responsible for the injury or death to the extent of our payment or reimbursement; and
 - (3)** Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this Section.

- D.** Under this or any other policy we have issued to you, it is possible that the provisions of a workers' compensation law, plan or any similar law or plan may hold you or us legally liable for any injury where payments have been made or would otherwise be made under Section 4. of this endorsement. If this happens, we agree that we will make no further payments under Section 4. if Section 5. of this endorsement applies.

Original Printing

Effective May 1, 2020

Section 5. Legal Liability Under Workers' Compensation Law

- A.** If benefits are payable under a workers' compensation or occupational disease law of any state, country or subdivision of a country other than the United States of America, its territories or possessions or Canada, we will reimburse you up to but not in excess of the cost of benefits which have been payable under the workers' compensation law of the state designated in Item 1. of the Schedule of this endorsement.
- B.** We will not be liable for any loss for which you had other valid and collectible insurance.
- C.** We assume no obligation to defend any suit or proceeding against you outside of the United States of America, its territories or possessions or Canada.
- D.** The coverage Section 5. does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers' compensation or occupational disease law of any state, country or subdivision of a country.

Section 6. Repatriation Expense

This section only applies to coverage provided in Sections 4. and 5. of this endorsement.

Medical expenses include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to employees. In the event an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.

Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.

The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement.

Section 7. Employers' Liability

The following agreement replaces Section B of Part Two – Employers' Liability of the policy with respect to the coverage this endorsement provides:

- A.** We will pay

We will pay, on your behalf, all sums which you become legally obligated to pay as damages because of bodily injury by accident or disease, including resulting death, sustained in any state or country or subdivision of a country other than the United States of America, its territories or possessions or Canada by any of your employees arising out of and in the course of employment by you.

The following provisions apply to Section 7. of this endorsement:

- A.** We will reimburse you for all reasonable expenses you incur, including attorneys' fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend any suit or any proceeding brought against you outside of the United States of America, its territories or possessions or Canada.

Original Printing

Effective May 1, 2020

- B.** The limit of our liability under Part Two will be in accordance with the following provisions:

The words “damages because of bodily injury by accident or disease, including resulting death” in Part Two include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims others bring against you to recover the damages obtained from such others because of bodily injury your employees sustain arising out of and in the course of their employment.

The limit of liability in Item 3. of the Schedule of this endorsement which applies to bodily injury by accident is the total limit of our liability for all damages because of bodily injury by accident including resulting death that one or more employees sustain.

The limit of liability in Item 3. of the Schedule of this endorsement which applies to bodily injury by disease is the total limit of our liability for all damages because of bodily injury by disease including resulting death that one or more employees sustain in any one state, country or subdivision of a country outside the United States of America, its territories or possessions or Canada listed in Item 1. of the Schedule of this endorsement.

The limits of liability designated in this endorsement supersede and are not cumulative with any limit(s) of liability elsewhere in the policy. The inclusion of more than one insured does not increase the limits of our liability.

Section 8. Premium

In addition to the provisions of Part V – Premium of the policy, the following provisions will apply to this endorsement:

- A.** We will compute the premium of this coverage in accordance with Part Five of the policy, upon all remuneration paid to employees while traveling or temporarily residing outside of the United States of America, its territories or possessions or Canada for a period of no longer than ninety days.
- B.** We will determine the premium for this coverage on the basis of the workers' compensation rules, classifications and rates in accordance with the manuals we use for the state workers' compensation law designated in Item 1. of the Schedule of this endorsement.
- C.** You must maintain payroll records for any employees covered by the provisions of this endorsement.

Section 9. Other Insurance

The following provision replaces Section E of Part One and Section F of Part Two of the policy with respect to the coverage this endorsement provides.

The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance except with respect to insurance provided under Section 5. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords.

Original Printing

Effective May 1, 2020

1. Name(s) of Employees	Schedule State or Country of Operations	Designated Workers' Compensation Law
2. Limits of Liability for Repatriation Expense		
\$ 15,000 each employee \$ 50,000 each accident		
3. Limits of Liability for Part Two – Employers' Liability		
\$ _____ Bodily injury by accident each accident \$ _____ Bodily injury by disease each employee \$ _____ Bodily injury by disease policy limit		

Original Printing

Effective May 1, 2020

**NEW YORK WORKERS' COMPENSATION
POLICYHOLDER NOTICE OF RIGHT TO APPEAL**

Policyholder Disputes

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing and/or other New York Compensation Insurance Rating Board ("Rating Board") rulings or decisions pertaining to this policy. Please refer to the New York Workers' Compensation Policyholder Notice of Right to Appeal process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at: <http://www.dfs.ny.gov/about/contactus.htm#consumer> or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

New York Workers' Compensation Policyholder Notice of Right to Appeal Process

An insured, or its representative, (hereafter referred to as "insured") may appeal the application of a rule or procedure contained in the New York Workers' Compensation & Employers' Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which make up, the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for a review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. The Rating Board will review the request and respond to the parties within sixty (60) days, either granting the parties or their authorized representatives their request or sustaining the Rating Board's original ruling.
2. If not satisfied with the outcome of 1. above, the parties may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and supply any supporting documents. The appropriate Department Vice President or his or her designated representative will preside at the conference.
3. If the dispute is not resolved by the conference, the parties may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reasons for the appeal and the nature of the complaint.

Following the Committee's receipt of the appeal request, the parties will be notified about the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be devoted to the matter.

After the hearing, the parties will be advised, in writing, of the Underwriting Committee decision on the complaint.

4. If the Underwriting Committee ruling is not satisfactory to either party, then the aggrieved party may request a hearing at the New York State Department of Financial Services to consider the disputed decision.
5. The decision of the New York State Department of Financial Services may be appealed to a court of law, by the parties involved or the Rating Board.