



Minnesota Workers' Compensation  
Insurers Association, Inc.  
7701 France Avenue South ▪ Suite 450  
Minneapolis, MN 55435-3200

September 22, 2010

**ALL ASSOCIATION MEMBERS**

Circular Letter No. 10-1582

**RE: NCCI Item P-1408 – Revision to *Minnesota Forms Manual***

The Minnesota Department of Commerce has approved the above filing to become effective 12:01 a.m., July 1, 2011, for new and renewal business.

The purpose of the above filing item is to update and modify the rules and certain endorsements in the *Minnesota Forms Manual* to keep this Manual as consistent as possible with NCCI's *Forms Manual*.

Here is a list of the exhibits that are included in NCCI Item P-1408:

**EXHIBIT I – MINNESOTA FORMS MANUAL - RULES**

**EXHIBIT II – WC 00 00 00 A – WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY  
– PART TWO – EMPLOYERS LIABILITY**

**EXHIBIT III – WC 00 00 01 – INFORMATION PAGE NOTES**

**EXHIBIT IV – WC 00 01 02 – FEDERAL COAL MINE HEALTH & SAFETY ACT COVERAGE  
ENDORSEMENT**

**EXHIBIT V – WC 00 01 09 - A OUTER CONTINENTAL SHELF LANDS ACT COVERAGE  
ENDORSEMENT**

**EXHIBIT VI – WC 00 03 12 – VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY  
COVERAGE FOR RESIDENCE EMPLOYEES ENDORSEMENT**

**EXHIBIT VII – WC 00 03 14 – WORKERS COMPENSATION & EMPLOYERS LIABILITY  
COVERAGE FOR RESIDENCE EMPLOYEES ENDORSEMENT**

**EXHIBIT VIII – WC 89 06 09 B – POLICY TERMINATION/CANCELATION/REINSTATEMENT  
NOTICE**

**EXHIBIT IX – WC 89 06 20 C – PROOF OF COVERAGE NOTICE**

**EXHIBIT X – NC-5000-CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM  
WORKERS COMPENSATION PREMIUM CREDIT APPLICATION**

**EXHIBIT XI – MINNESOTA FORMS MANUAL – INDEX**

BELOW IS A SUMMARY OF ITEMS THAT HAVE BEEN APPROVED AND ARE BEING ADOPTED AS PART OF THIS FILING AND ALSO THE ITEMS THAT HAVE NOT BEEN APPROVED AND ARE NOT PART OF THIS FILING:

**EXHIBIT I – MINNESOTA FORMS MANUAL - RULES**

THE FOLLOWING ITEMS HAVE BEEN APPROVED AS PART OF THIS FILING:

- Amending the General Information section of the *Minnesota Forms Manual* to update the format and to be consistent with NCCI's proposed changes

**Please note:** The pink highlighted sections of the *Minnesota Forms Manual* do not apply in Minnesota. Yellow highlighted sections apply in Minnesota.

**EXHIBIT II – WC 00 00 00 A – WORKERS COMPENSATION & EMPLOYERS LIABILITY POLICY – PART TWO – EMPLOYERS LIABILITY**

THE FOLLOWING ITEMS HAVE BEEN APPROVED AS PART OF THIS FILING:

- Minor editorial updates
- Revise the name of Act and statute section number

**EXHIBIT III – WC 00 00 01 – INFORMATION PAGE NOTES**

ITEM **NOT** APPROVED AS PART OF THIS FILING:

- WC 00 00 01 is not approved in Minnesota

**EXHIBIT IV – WC 00 01 02 – FEDERAL COAL MINE HEALTH & SAFETY ACT COVERAGE ENDORSEMENT**

ITEM **NOT** APPROVED AS PART OF THIS FILING:

- WC 00 01 02 is not approved in Minnesota

**EXHIBIT V – WC 00 01 09 A - OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT**

THE FOLLOWING ITEM HAS BEEN APPROVED AS PART OF THIS FILING:

- Revise statute section number

**EXHIBIT VI – WC 00 03 12 – VOLUNTARY COMPENSATION & EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE EMPLOYEES ENDORSEMENT**

**ITEM NOT APPROVED AS PART OF THIS FILING:**

- WC 00 03 12 is not approved in Minnesota

**EXHIBIT VII – WC 00 03 14 – WORKERS COMPENSATION & EMPLOYERS LIABILITY COVERAGE FOR RESIDENCE EMPLOYEES ENDORSEMENT**

**ITEM NOT APPROVED AS PART OF THIS FILING:**

- WC 00 03 14 is not approved in Minnesota

**EXHIBIT VIII – WC 89 06 09 B – POLICY TERMINATION/CANCELATION/REINSTATEMENT NOTICE**

**THE FOLLOWING ITEMS HAVE BEEN APPROVED AS PART OF THIS FILING:**

- Revise title
- Revise the spelling of cancellation/cancelled
- Minor editorial updates

**ITEM NOT APPROVED AS PART OF THIS FILING:**

- The Proof of Coverage Compliance Guide is not approved in Minnesota

**EXHIBIT IX – WC 89 06 20 C – PROOF OF COVERAGE NOTICE**

**ITEM NOT APPROVED AS PART OF THIS FILING:**

- WC 89 06 20 C is not approved in Minnesota

**EXHIBIT X – NC-5000 - CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS COMPENSATION PREMIUM CREDIT APPLICATION**

**ITEM NOT APPROVED AS PART OF THIS FILING:**

- NC-5000 is not approved in Minnesota

**EXHIBIT XI – MINNESOTA FORMS MANUAL – INDEX**

**THE FOLLOWING ITEMS HAVE BEEN APPROVED AS PART OF THIS FILING:**

- Updated form version identifier

Exhibits I, II, V, VIII and XI illustrate the changes necessary to the **Minnesota Forms Manual** to implement the applicable sections of NCCI P-1408 in Minnesota. Please note that strikethroughs indicate deleted text while underlining represents new or added text. A copy of NCCI's original filing memorandum is also included to provide additional background information regarding Item P-1408.

Please direct any questions you may have concerning this item to MWCIA's Member & Customer Services staff at 952.897.1737 (Option 1) or via email at [underwriting@mwcia.org](mailto:underwriting@mwcia.org).

**A NOTICE TO MEMBERSHIP:**

MWCIA would like to remind our membership who have filed a Limited Power of Attorney with the Minnesota Department of Commerce that no materials referenced in this Circular Letter are required to be independently filed with the Department.

MINNESOTA FORMS MANUAL

Effective July 1, 2011

CURRENT PHRASEOLOGY:	PROPOSED PHRASEOLOGY:	COMMENTS:
<b>RULES</b>	<b>RULES</b>	
NONE	<p>This manual contains rules that have been approved by the Minnesota Department of Commerce. These rules cover the following topics:</p> <ul style="list-style-type: none"> <li>• Introduction</li> <li>• Rule 1—Authorized Form/Endorsement Changes</li> <li>• Rule 2—Form/Endorsement Filing</li> <li>• Rule 3—Copyright</li> <li>• Rule 4—Form/Endorsement Numbering System</li> </ul>	<p>ADDS LANGUAGE TO BE CONSISTENT WITH NCCI CHANGES THAT ARE INTENDED TO PROVIDE FURTHER EXPLANATION REGARDING THE <b>FORMS MANUAL'S</b> LAYOUT.</p>
NONE	<b>INTRODUCTION</b>	
<p>The use of each form in this Manual is governed by these Rules, the Rules governing the <b>Minnesota Basic Manual for Workers Compensation and Employers Liability Insurance</b>, the Notes applicable to a form, and by such laws and administrative rules and regulations as may apply to these forms.</p>	<p>The use of each form in this Manual is governed by these rules, the rules governing the <b>Minnesota Basic Manual for Workers Compensation and Employers Liability Insurance</b>, the notes applicable to a form, and by such laws and administrative rules and regulations as may apply to these forms.</p>	<p>ELIMINATES ROMAN NUMERAL NUMBERING FROM PARAGRAPH TO BE CONSISTENT WITH NCCI'S NEW NUMBERING.</p>
<p><del>The National Council on Compensation Insurance, Inc. no longer designates forms as "Standard" or "Advisory." Some regulatory authorities, however, request NCCI to place a "Standard" designation some forms to indicate their intention that such forms not be changed. Because some older forms still contain a designation as "Standard" or "Advisory," these Rules discuss the two types of designations.</del></p>	NONE	<p>NCCI IS DELETING A PARAGRAPH THAT DID NOT APPLY IN MN.</p>

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CURRENT PHRASEOLOGY:	PROPOSED PHRASEOLOGY:	COMMENTS:
<p><b>II. Standard Forms</b></p> <p>Authorized changes to a <del>Standard</del> form are listed below:</p> <p><del>A.</del> Options and changes authorized by the Rules or Notes of this Manual.</p> <p><del>B.</del> Changes made by separate endorsement if in accord with the applicable Rules of the <b>Minnesota Basic Manual for Workers Compensation and Employer's Liability Insurance</b> and approved, if required, by the proper authority.</p> <p><del>C.</del> Attachment and execution clauses.</p> <p><del>D.</del> Size and style of type.</p> <p><del>E.</del> Format of provisions, but not their sequence.</p> <p><del>F.</del> Location of a Schedule on an endorsement.</p> <p><del>G.</del> Special provisions applicable to the members or policyholders of a mutual or participating stock insurer or a reciprocal association. Such provisions may be printed as Paragraph "F" of Part Six—Conditions of the Policy, on the policy jacket, at the end of the policy, or on an endorsement.</p> <p>An insurer making any of these changes to a <del>Standard</del> form is responsible for obtaining approval from the proper authority, if required.</p>	<p><b><u>RULE 1— Authorized Form/Endorsement Changes</u></b></p> <p><del>A.</del> Authorized changes to a form or endorsement are listed below:</p> <ol style="list-style-type: none"> <li><u>1.</u> Options and changes authorized by the rules or notes of this manual.</li> <li><u>2.</u> Changes made by separate endorsement if in accord with the applicable rules of the <b>Minnesota Basic Manual</b> and approved, if required, by the proper authority.</li> <li><u>3.</u> Attachment and execution clauses.</li> <li><u>4.</u> Size and style of type.</li> <li><u>5.</u> Format of provisions, but not their sequence.</li> <li><u>6.</u> Location of a Schedule on an endorsement.</li> <li><u>7.</u> Special provisions applicable to the members or policyholders of a mutual or participating stock insurer or a reciprocal association. Such provisions may be printed as Paragraph "F" of Part Six—Conditions of the Policy, on the policy jacket, at the end of the policy, or on an endorsement.</li> </ol> <p>An insurer making any of these changes to a form or endorsement is responsible for obtaining approval from the proper authority, if required.</p>	<p>LANGUAGE CHANGES TO CORRESPOND WITH <b>NCCI FORMS MANUAL</b> CHANGES.</p>

MINNESOTA FORMS MANUAL

Effective July 1, 2011

CURRENT PHRASEOLOGY:	PROPOSED PHRASEOLOGY:	COMMENTS:
<p><b>III. Advisory Forms</b>  <del>Advisory Forms may be used as printed in this Manual or may be changed. An insurer using an Advisory form, whether changed or not, is responsible for obtaining approval from the proper authority, if required.</del></p>	<p>NONE</p>	<p>NCCI IS DELETING A PARAGRAPH THAT DID NOT APPLY IN MN.</p>
<p><b>IV. Form Filing</b>  <b>A. National Council States</b>                      The laws of most states require the Workers Compensation and Employers Liability Insurance Policy and Endorsement Forms to be filed with an insurance department or other authority for approval. NCCI files forms on behalf of its affiliates in the following jurisdictions:</p>	<p><b>RULE 2— Form/Endorsement Filing</b>  <b>A. NCCI States</b>                      The laws of most states require the Workers Compensation and Employers Liability Insurance Policy and Endorsement Forms to be filed with an insurance department or other authority for approval. Before using any NCCI-filed endorsement, refer to NCCI's <b><i>Filing Guide for Rates and Forms</i></b> for endorsement/form filing procedures. NCCI files forms on behalf of its affiliates in the following jurisdictions:</p>	<p>AMENDS TO CORRESPOND WITH NCCI CHANGES IN NATIONAL <b>FORMS MANUAL</b> RULE SECTION.</p>

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CURRENT PHRASEOLOGY:		PROPOSED PHRASEOLOGY:		COMMENTS:
Alabama	Maryland	Alabama	Maryland	DELETES FOOTNOTE AND RELATED SYMBOL UNDER WEST VIRGINIA.
Alaska	Mississippi	Alaska	Mississippi	
Arizona	Missouri	Arizona	Missouri	
Arkansas	Montana	Arkansas	Montana	
Colorado	Nebraska	Colorado	Nebraska	
Connecticut	Nevada	Connecticut	Nevada	
District of Columbia	New Hampshire	District of Columbia	New Hampshire	
Florida	New Mexico	Florida	New Mexico	
Georgia	Oklahoma	Georgia	Oklahoma	
Hawaii	Oregon	Hawaii	Oregon	
Idaho	Rhode Island	Idaho	Rhode Island	
Illinois	South Carolina	Illinois	South Carolina	
Iowa	South Dakota	Iowa	South Dakota	
Kansas	Tennessee	Kansas	Tennessee	
Kentucky	Utah	Kentucky	Utah	
Louisiana	Vermont	Louisiana	Vermont	
Maine	Virginia	Maine	Virginia	
	West Virginia*		West Virginia	
<sup>†</sup> This manual applies in this state; however, the West Virginia Workers Compensation System will be a competitive market on July 1, 2008.		NONE		
<b>B. Independent States</b>		<b>B. Independent States</b>		
In the states listed below, Independent administrative bureaus file forms on behalf of their members, except as noted:		Independent administrative bureaus file forms on behalf of their members, in the states listed below, except as noted:		AMENDS TO CORRESPOND WITH NCCI CHANGES IN NATIONAL <b>FORMS MANUAL</b> RULE SECTION.
California*	New Jersey*	California*	New Jersey*	AMENDS FOOTNOTES AND FOOTNOTE SYMBOLS TO CORRESPOND WITH NCCI MANUAL CHANGES.
Delaware	New York*	Delaware	New York*	
Indiana	North Carolina	Indiana	North Carolina	
Massachusetts	Pennsylvania	Massachusetts	Pennsylvania	
Michigan**	Texas***	Michigan**	Texas***	
Minnesota*	Wisconsin	Minnesota*	Wisconsin	
*Carriers must file forms with the appropriate agency or bureaus in California, Minnesota, New Jersey and New		*Carriers must file forms with the appropriate agency or bureaus in California, Minnesota, New		



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CURRENT PHRASEOLOGY:	PROPOSED PHRASEOLOGY:	COMMENTS:
<p>York. Insurers must file to use all forms, including standard forms, with the WCIRB in California.                      **In Michigan, the administrative bureau is authorized to file forms for the residual market.                      ***Authorized Texas forms are announced by the Texas Department of Insurance..</p>	<p>Jersey, and New York.                      **In Michigan, the administrative bureau is authorized to file forms for the residual market.                      *** Authorized Texas forms are announced by the Texas Department of Insurance.</p>	
<p><b>C. Monopolistic State Fund States</b></p>	<p><b>C. Monopolistic State Fund States</b></p>	
<p>State workers compensation insurance may be written only by the state insurance fund:</p>	<p>State workers compensation insurance may be written only by the state insurance fund in:</p>	<p>AMENDED TO CORRESPOND WITH NCCI MINOR LANGUAGE CHANGES.</p>
<p>North Dakota Washington                      Ohio Wyoming</p>	<p>SAME</p>	
<p>Coverages other than the state workers compensation insurance may be written in these states as indicated by endorsement Notes.</p>	<p>Coverages other than the state workers compensation insurance may be written in these states as indicated by endorsement notes.</p>	
<p><b>∇. Copyright</b></p>	<p><b>RULE 3 —Copyright</b></p>	<p>CHANGES NUMBERING</p>
<p>Any insurer may use a copyrighted NCCI form during the period the insurer is an NCCI affiliate. Such forms must display the notice of copyright as it appears in this Manual.</p> <p><i>Exception</i>                      If the affiliate uses NCCI forms with changes or other materials, or if it is impractical to display the notice of copyright on each form, as may happen in the case of machine-issued policies, the policy shall prominently display the following notice:</p> <p>“Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.                      ©1996—National Council on Compensation Insurance, Inc.”</p>	<p>Any insurer may use a copyrighted NCCI form during the period that the insurer is an NCCI affiliate. Such forms must display the notice of copyright as it appears in this manual.</p> <p><i>Exception</i>                      If the affiliate uses NCCI forms with changes or other materials, or if it is impractical to display the notice of copyright on each form, as may happen in the case of machine-issued policies, the policy must prominently display the following notice:</p> <p>“Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.                      ©Copyright (insert appropriate year) National Council on Compensation Insurance, Inc. All Rights Reserved.”</p>	<p>AMENDED TO CORRESPOND WITH NCCI MINOR LANGUAGE CHANGES.</p>

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Effective July 1, 2011

CURRENT PHRASEOLOGY:	PROPOSED PHRASEOLOGY:	COMMENTS:
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<b>VI. Standard Policy and Endorsement Numbering System</b>	<b>RULE 4—Form/Endorsement Numbering System</b>	CHANGES NUMBERING																																																								
<p>The policy and endorsements contained in this Manual <del>each possess</del> a unique identifying number. This number <del>should</del> be included on all forms.</p> <p>“WC 00 00 00 A” is the number <del>which</del> represents the workers compensation and employers liability policy.</p> <p>“WC 00 00 01” is the number <del>which</del> represents the Information Page.</p> <p>All endorsements are assigned numbers <del>which</del> denote the type and purpose of the endorsement. The number consists of either eight or nine characters. They represent the following:</p> <p><b>A. Line of Insurance—WC</b> The first two characters are WC. These establish that the form pertains to workers compensation and employers liability insurance.</p> <p><b>B. General/State</b> The second set of characters identifies the endorsement as a general, state, or company endorsement. General endorsements are designated as “00.” Miscellaneous endorse—ments, notices, and related transactions are designated as “89.” State endorsements are designated by the appropriate state codes, which are as follows:</p>	<p>The policy and endorsements contained in this Manual <u>have</u> a unique identifying number. This number <u>must</u> be included on all forms.</p> <p>“WC 00 00 00 B” is the number <u>that</u> represents the workers compensation and employers liability policy.</p> <p>“WC 00 00 01 A” is the number <u>that</u> represents the Information Page.</p> <p>All endorsements are assigned numbers <u>that</u> denote the type and purpose of the endorsement. The number consists of either eight or nine characters. They represent the following:</p> <p><b>A. Line of Insurance—WC</b> The first two characters are WC. These establish that the form pertains to workers compensation and employers liability insurance.</p> <p><b>B. General/State</b> The second set of characters identifies the endorsement as a general, state, or company endorsement. General endorsements are designated as “00.” Miscellaneous endorse—ments, notices, and related transactions are designated as “89.” State endorsements are designated by the appropriate state codes, which are as follows:</p>	<p>AMENDED TO CORRESPOND WITH NCCI MINOR LANGUAGE CHANGES.</p>																																																								
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CURRENT PHRASEOLOGY:			PROPOSED PHRASEOLOGY:			COMMENTS:
Connecticut 06	New York 31		Connecticut 06	New York 31		
Delaware 07	North Carolina 32		Delaware 07	North Carolina 32		
Dist. of Col. 08	North Dakota 33		Dist. of Col. 08	North Dakota 33		
Florida 09	Ohio 34		Florida 09	Ohio 34		
Georgia 10	Oklahoma 35		Georgia 10	Oklahoma 35		
Hawaii 52	Oregon 36		Hawaii 52	Oregon 36		
Idaho 11	Pennsylvania 37		Idaho 11	Pennsylvania 37		
Illinois 12	Rhode Island 38		Illinois 12	Rhode Island 38		
Indiana 13	South Carolina 39		Indiana 13	South Carolina 39		
Iowa 14	South Dakota 40		Iowa 14	South Dakota 40		
Kansas 15	Tennessee 41		Kansas 15	Tennessee 41		
Kentucky 16	Texas 42		Kentucky 16	Texas 42		
Louisiana 17	Utah 43		Louisiana 17	Utah 43		
Maine 18	Vermont 44		Maine 18	Vermont 44		
Maryland 19	Virginia 45		Maryland 19	Virginia 45		
Massachusetts 20	Washington 46		Massachusetts 20	Washington 46		
Michigan 21	West Virginia 47		Michigan 21	West Virginia 47		
Minnesota 22	Wisconsin 48		Minnesota 22	Wisconsin 48		
Mississippi 23	Wyoming 49		Mississippi 23	Wyoming 49		
Missouri 24			Missouri 24			
The number "99" has been reserved for use by companies on their own endorsements.			The numbers "90 through 99" have been reserved for use by companies on their own endorsements.			AMENDED TO INCREASE NUMBER OF CODES AVAILABLE FOR CARRIER ENDTS.
<b>C. Type</b> The third set of characters identifies the type of endorsement, i.e., premium as opposed to coverage. The number and types are as follows: 01—Federal Coverages and Exclusions 02—Maritime Coverages and Exclusions 03—Other Coverages and Exclusions 04—Premium 05—Retrospective Premium 06—Miscellaneous			<b>C. Type</b> The third set of characters identifies the type of endorsement, i.e., premium as opposed to coverage. The number and types are as follows: 01—Federal Coverages and Exclusions 02—Maritime Coverages and Exclusions 03—Other Coverages and Exclusions 04—Premium 05—Retrospective Premium 06—Miscellaneous			
<b>D. Sequence Number</b> The fourth set of characters is the unique identifying number which differentiates an endorsement from			<b>D. Sequence Number</b> The fourth set of characters is the unique identifying number that differentiates an endorsement from others in			AMENDED TO CORRESPOND WITH NCCI MINOR LANGUAGE CHANGES.

MINNESOTA FORMS MANUAL

Effective July 1, 2011

CURRENT PHRASEOLOGY:	PROPOSED PHRASEOLOGY:	COMMENTS:
<p>others in the same series. A multi-paged endorsement will have only one number.</p>	<p>the same series. A multi-paged endorsement will have only one number.</p>	
<p><b>E. Version Identifier</b>                      The last character identifies the version of the policy and each endorsement. The identifying number of the version of the policy and each endorsement that was in effect prior to the rule change creating the version identifier contains only eight characters. The original printing of an endorsement effective after the rule change will also contain only eight characters. Each subsequent version of the policy and endorsements will contain a ninth character. This character will sequentially identify each subsequent reprint of the policy and endorsements from A through Z (reprints 1 through 26).</p>	<p><b>E. Version Identifier</b>                      The last character identifies the version of the policy and each endorsement. The identifying number of the version of the policy and each endorsement that was in effect prior to the rule change creating the version identifier contains only eight characters. The original printing of an endorsement effective after the rule change will also contain only eight characters. Each subsequent version of the policy and endorsements will contain a ninth character. This character will sequentially identify each subsequent reprint of the policy and endorsements from A through Z (reprints 1 through 26).</p>	

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE 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****The Policy**

- A. 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.
- 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.
- 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.
- D. **State**  
State means any state of the United States of America, and the District of Columbia.
- 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.

**PART ONE****WORKERS COMPENSATION INSURANCE**

- 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.
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.
- B. **We Will Pay**  
We will pay promptly when due the benefits required of you by the workers compensation law.
- 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.
- 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:
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.
- 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.

#### 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:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of 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.

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.

#### 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.

#### H. **Statutory Provisions**

These statements apply where they are required by law.

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.

5. This insurance conforms to the parts of the workers compensation law that apply to:
    - 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.

### PART TWO EMPLOYERS LIABILITY INSURANCE

#### A. **How This Insurance Applies**

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. **We Will Pay**

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

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

1. **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
- 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
- 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.

**C. Exclusions**

This insurance does not cover:

- 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 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Safety and Health and Safety Act of 1969 (30 USC Sections 801-945901–942), any other federal workers or workmen’s compensation law or other federal occupational disease law, or any amendments to these laws;
- 9. Bodily injury to any person in work subject to the Federal Employers’ Liability Act (45 USC Sections 51–60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel;
- 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 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

**D. We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

**E. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

- 1. 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 judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

**F. Other Insurance**

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

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for “bodily injury by accident—each accident” is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for “bodily injury by disease—policy limit” is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

### PART THREE OTHER STATES INSURANCE

**A. How This Insurance Applies**

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 in 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.

**B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

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.
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 FIVE—PREMIUM

##### 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.

##### 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.

##### 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:

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) of 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.

##### 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.

##### 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.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

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.

##### 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.

##### 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.



**PART SIX—CONDITIONS****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.

**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.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
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.

**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.

**Note:**

1. In Minnesota, references to Information Page items assumes that the insurer has filed with the Minnesota Commerce Department an Information Page form which at a minimum complies with Note 1 to WC 00 00 01 (requiring use of the sequence of Items 1 through 4 of WC 00 00 01) or has elected to use WC 22 00 01.
2. If a company has filed an Information Page with the Minnesota Commerce Department which, at a minimum, meets the requirement of Note 1 of WC 00 00 01, that Information Page may be used in Minnesota.
3. In Minnesota, insurers must attach WC 22 00 00 A which adds a definition of "Rate Service Organization" that is consistent with Minnesota's data service organization law.



## EXHIBIT V

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 09 AB

4<sup>th</sup> 2<sup>nd</sup> Reprint

Effective April 1, 1992 July 1, 2011

Standard

### 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 1331-1356a). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

Schedule

#### Description and Location of Work

#### 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 Exclusion Endorsement or Maritime Coverage Endorsement to exclude or cover the exposure for masters and members of the crews of vessels.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

4<sup>th</sup> 5<sup>th</sup> Reprint

Issued ~~September 13, 2005~~ July 1, 2011

**POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE**

Carrier Name/NCCI Carrier Code \_\_\_\_\_

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

Federal ID No. \_\_\_\_\_

Insured's Address \_\_\_\_\_

\_\_\_\_\_

Policy Number	Policy Effective Date	Policy Expiration Date

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

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

Issue Date \_\_\_\_\_

Issuing Office \_\_\_\_\_

Producer's Name \_\_\_\_\_

Date Stamp  
(For NCCI use only):

**Notes:**

1. If a member of a carrier group, report the name of the specific carrier within the group providing the coverage and the NCCI carrier code identifying the specific carrier.
2. If not a member of a carrier group, report the carrier name and the NCCI carrier code.
3. See manual note pages for special state provisions concerning effective date of notice. In Minnesota, carriers should refer to Minn. Stat. §§ 60A.36 governing midterm cancellations and 60A.37 governing notice of nonrenewal of a policy. If this form is used to give notice to the insured before policy cancellation, termination or nonrenewal under Minn. Stat. § 176.185, subd. 1, a carrier may add or attach to this form the required notice statement set forth in Minn. Stat. § 176.185, subd. 1(b). When a carrier uses this form as notice to the Commissioner of cancellation or termination under Minn. Stat. § 176.185, subd. 1a, that notice should not be filed until after the specified cancellation or termination date.
4. The effective date of a nonrenewal must be that of the policy expiration date. The "reason" should be shown as "nonrenewal" and may, at the insurer's option or as required by statute, list specific reasons for the nonrenewal.

## EXHIBIT XI

### INDEX

#### MINNESOTA FORMS MANUAL

The following forms and endorsements in this Minnesota Forms Manual have been approved by the Minnesota Commerce Department and are available for use in Minnesota.

- Introduction
- Workers' Compensation and Employers Liability Insurance Policy Rules
- WC 00 00 00 AB Workers Compensation and Employers Liability Insurance Policy
- WC 00 01 01 A Defense Base Act Coverage Endorsement
- WC 00 01 04 A Federal Employers' Liability Act Coverage Endorsement
- WC 00 01 06 A Longshore and Harbor Workers' Compensation Act Coverage Endt.
- WC 00 01 08 A Nonappropriated Fund Instrumentalities Act Coverage Endorsement
- WC 00 01 09 AB Outer Continental Shelf Lands Act Coverage Endorsement
- WC 00 01 11 Migrant and Seasonal Agricultural Worker Protection Act Coverage Endorsement
- WC 00 02 01 A Maritime Coverage Endorsement
- WC 00 02 03 Voluntary Compensation Maritime Coverage Endorsement
- WC 00 02 04 Limited Maritime Coverage Endorsement
- WC 00 03 01 A Alternate Employer Endorsement
- WC 00 03 02 Designated Workplaces Exclusion Endorsement
- WC 00 03 03 C Employers Liability Coverage Endorsement
- WC 00 03 04 Insurance Company as Insured Endorsement
- WC 00 03 05 Joint Venture as Insured Endorsement
- WC 00 03 09 B Rural Utilities Service Endorsement
- WC 00 03 10 Sole Proprietors, Partners, Officers and Others Coverage Endorsement
- WC 00 03 11 A Voluntary Compensation and Employers Liability Coverage Endt.
- WC 00 03 13 Waiver of Our Right to Recover from Others Endorsement
- WC 00 04 01 A Aircraft Premium Endorsement
- WC 00 04 03 Experience Rating Modification Factor Endorsement
- WC 00 04 05 Policy Period Endorsement
- WC 00 04 06 A Premium Discount Endorsement

- WC 00 04 09 Premium Determination Endorsement — Former Self-Insurers 1
- WC 00 04 10 Premium Determination Endorsement — Former Self-Insurers 2
- WC 00 04 12 Contingent Experience Rating Modification Factor Endorsement
- WC 00 04 14 Notification of Change in Ownership Endorsement
- WC 00 04 19 Premium Due Date Endorsement
- WC 00 04 22 A Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
- WC 00 05 03 B Retrospective Rating Plan Premium Endorsement — One Year Plan
- WC 00 05 04 B Retrospective Rating Plan Premium Endorsement — Three Year Plan
- WC 00 05 05 B Retrospective Rating Plan Premium Endorsement — Long-Term Wrap-Up Construction Project
- WC 00 05 08 Retrospective Rating Premium Endorsement Aviation Exclusion
- WC 00 05 09 A Retrospective Rating Premium Endorsement Changes
- WC 00 05 10 A Retrospective Rating Plan Premium Endorsement Non-Ratable Catastrophe Element or Surcharge
- WC 00 05 11 Retrospective Rating Premium Endorsement Short Form
- WC 00 05 12 B Retrospective Rating Plan Premium Endorsement One Year Plan — Multiple Lines
- WC 00 05 13 B Retrospective Rating Plan Premium Endorsement Three Year Plan — Multiple Lines
- WC 00 05 14 B Retrospective Rating Plan Premium Endorsement Long-Term Wrap-Up Construction Project — Multiple Lines
- WC 00 05 15 A Retrospective Rating Plan Premium Endorsement Flexibility Options
- WC 00 05 16 Retrospective Rating Plan Premium Endorsement — Large Risk Alternative Rating Option (LRARO)
- WC 00 06 03 Benefits Deductible Endorsement
- WC 89 06 09 B **C** Policy Termination/Cancellation/Reinstatement Notice
- WC 22 00 00 A Minnesota Amendatory Endorsement
- WC 22 00 01 Information Page
- WC 22 03 01 Minnesota Compliance with Applicable Trade Sanction Laws
- WC 22 03 02 Minnesota Independent Contractors Coverage Endorsement
- WC 22 03 03 Minnesota Third Degree of Kindred Family Member Exclusion Endt.
- WC 22 03 04 Minnesota Employee Leasing Endorsement

- WC 22 03 05 Minnesota Exclusion of Coverage for Leased Employees Endorsement
- WC 22 03 06 Minnesota Alternate Employer Endorsement [Excluding Employers Liability Coverage]
- WC 22 04 01 Minnesota Contracting Premium Adjustment Program Endorsement
- WC 22 04 02 Minnesota Anniversary Rating Date Endorsement
- WC 22 06 00 Minnesota Policy Change Endorsement
- WC 22 06 01 D Minnesota Cancellation and Nonrenewal Endorsement
- WC 22 06 02 Minnesota Policy Information Page Endorsement Insured's Name
- WC 22 06 03 Minnesota Policy Information Page Endorsement Policy Number
- WC 22 06 04 Minnesota Policy Information Page Endorsement Effective Date
- WC 22 06 05 Minnesota Policy Information Page Endorsement Expiration Date
- WC 22 06 06 Minnesota Policy Information Page Endorsement — Insured's Mailing Address
- WC 22 06 07 Minnesota Policy Information Page Endorsement — Experience Modification
- WC 22 06 08 Minnesota Policy Information Page Endorsement Producer's Name
- WC 22 06 09 Minnesota Policy Information Page Endorsement — Change in Workplace of Insured
- WC 22 06 10 Minnesota Policy Information Page Endorsement— Insured's Legal Status
- WC 22 06 11 Minnesota Policy Information Page Endorsement Add States
- WC 22 06 12 Minnesota Policy Information Page Endorsement Employer Limits
- WC 22 06 13 Minnesota Policy Information Page Endorsement Change in State
- WC 22 06 14 Minnesota Policy Information Page Endorsement — Endorsement Numbers
- WC 22 06 15 A Minnesota Policy Information Page Endorsement — Class, Rate, Other Change
- WC 22 06 16 A Minnesota Policy Information Page Endorsement — Interim Adjustment of Premium
- WC 22 06 17 Minnesota Policy Information Page Endorsement — Carrier Servicing Office
- WC 22 06 18 Minnesota Policy Information Page Endorsement — Interstate/Intrastate Risk ID Number
- WC 22 06 19 Minnesota Policy Information Page Endorsement Carrier Number
- WC 22 06 20 Minnesota Entity Address Schedule

FILING MEMORANDUM

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

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**PURPOSE**

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

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

**BACKGROUND**

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

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

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

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**FILING MEMORANDUM**

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

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

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

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FILING MEMORANDUM

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

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

PROPOSAL

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

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

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**FILING MEMORANDUM**

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

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

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

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FILING MEMORANDUM

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

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

**IMPACT**

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

**IMPLEMENTATION**

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

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

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

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

**Exceptions:**

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

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

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

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

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

#### INTRODUCTION

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

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

#### ~~II. STANDARD FORMS~~ AUTHORIZED FORM/ENDORSEMENT CHANGES

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

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

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

#### ~~III. ADVISORY FORMS~~

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

#### ~~IV. FORM/ENDORSEMENT FILING~~

A. ~~National Council~~ NCCI States

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

---

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

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

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

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

**B. Independent States**

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

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

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

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

Massachusetts

Pennsylvania

Michigan\*\*

Texas\*\*\*

Minnesota\*

Wisconsin

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

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

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

C. Monopolistic State Fund States

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

North Dakota

Washington

Ohio

Wyoming

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

RULE 3—V. COPYRIGHT

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

Exception:

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

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

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

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

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

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

“WC 00 00 01 A” is the number which that represents the Information Page.

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

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

All endorsements are assigned numbers which denote the type and purpose of the endorsement. The number consists of either eight or nine characters. They represent the following:

**A. Line of Insurance—WC**

The first two characters are WC. These establish that the form pertains to workers compensation and employers liability insurance.

**B. General/State**

The second set of characters identifies the endorsement as a general, state, or company endorsement. General endorsements are designated as "00." Miscellaneous endorsements, notices, and related transactions are designated as "89." State endorsements are designated by the appropriate state codes, which are as follows:

<b>STATE</b>	<b>CODE</b>	<b>STATE</b>	<b>CODE</b>
Alabama	01	Montana	25
Alaska	54	Nebraska	26
Arizona	02	Nevada	27
Arkansas	03	New Hampshire	28
California	04	New Jersey	29
Colorado	05	New Mexico	30
Connecticut	06	New York	31
<u>Delaware</u>	07	North Carolina	32
Dist. of Col.	08	North Dakota	33
Florida	09	Ohio	34
Georgia	10	Oklahoma	35
Hawaii	52	Oregon	36
Idaho	11	Pennsylvania	37
Illinois	12	Rhode Island	38
Indiana	13	South Carolina	39
Iowa	14	South Dakota	40
Kansas	15	Tennessee	41
Kentucky	16	Texas	42
Louisiana	17	Utah	43
Maine	18	Vermont	44
Maryland	19	Virginia	45
Massachusetts	20	Washington	46
Michigan	21	West Virginia	47
Minnesota	22	Wisconsin	48

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

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

<b>STATE</b>	<b>CODE</b>	<b>STATE</b>	<b>CODE</b>
Mississippi	23	Wyoming	49
Missouri	24		

The numbers “90” through “99” ~~have~~ been reserved for use by companies on their own endorsements.

**C. Type**

The third set of characters identifies the type of endorsement, i.e., premium as opposed to coverage. The number and types are as follows:

- 01—Federal Coverages and Exclusions
- 02—Maritime Coverages and Exclusions
- 03—Other Coverages and Exclusions
- 04—Premium
- 05—Retrospective Premium
- 06—Miscellaneous

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

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

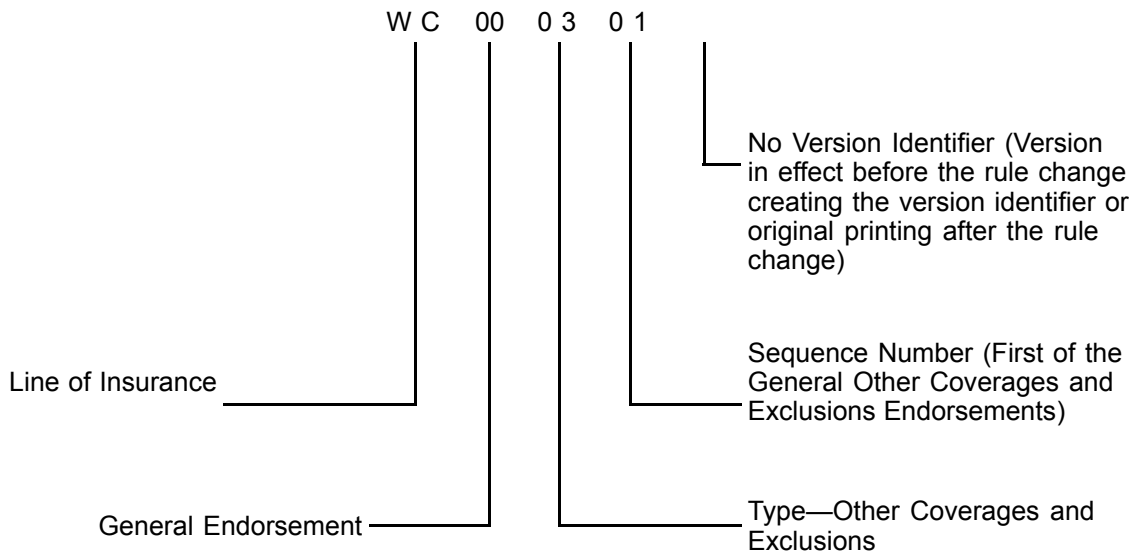
**D. Sequence Number**

The fourth set of characters is the unique identifying number ~~which~~ <sup>that</sup> differentiates an endorsement from others in the same series. A multi-paged endorsement will have only one number.

**E. Version Identifier**

The last character identifies the version of the policy and each endorsement. The identifying number of the version of the policy and each endorsement that was in effect prior to the rule change creating the version identifier contains only eight characters. The original printing of an endorsement effective after the rule change will also contain only eight characters. Each subsequent version of the policy and endorsements will contain a ninth character. This character will sequentially identify each subsequent reprint of the policy and endorsements from A through Z (reprints 1 through 26).

**ALTERNATE EMPLOYER ENDORSEMENT**

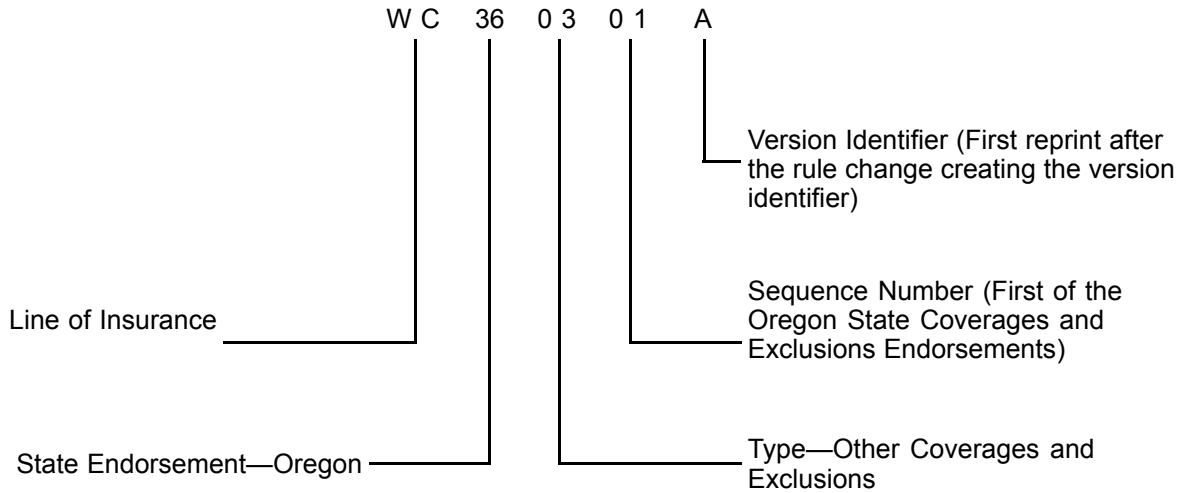




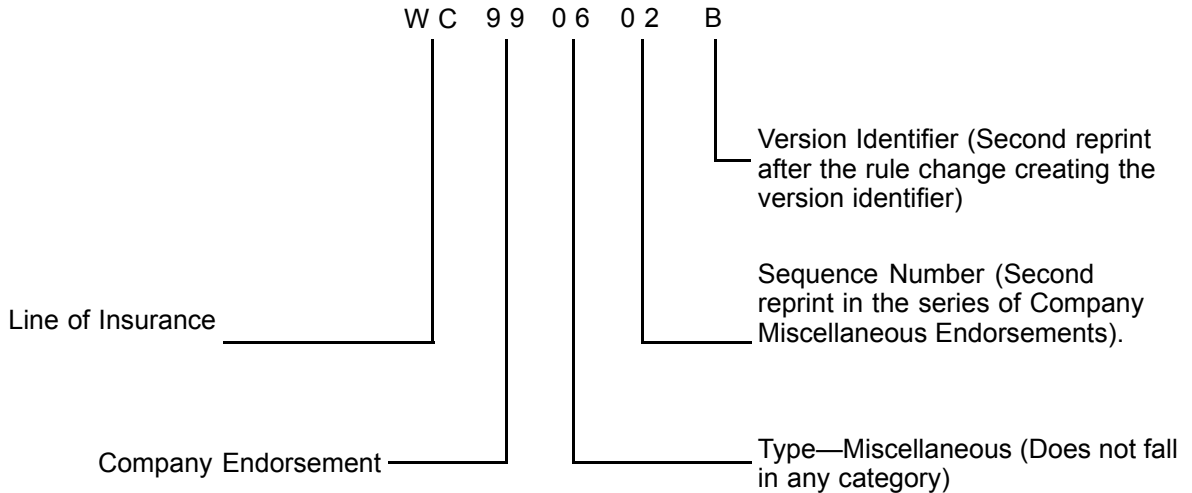
ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

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

OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT



X COMPANY MISCELLANEOUS ENDORSEMENT



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

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**EXHIBIT 2  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY PART  
TWO—EMPLOYERS LIABILITY INSURANCE WC 00 00 00 B****PART TWO—EMPLOYERS LIABILITY INSURANCE WC 00 00 00 ~~A~~ B****A. How This Insurance Applies**

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

**B. We Will Pay**

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

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

1. ~~F~~or which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. ~~F~~or care and loss of services; and
3. ~~F~~or consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. ~~B~~ecause of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

**C. Exclusions**

This insurance does not cover:

1. ~~L~~iability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. ~~P~~unitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. ~~B~~odily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. ~~A~~ny obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. ~~B~~odily injury intentionally caused or aggravated by you;

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

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**EXHIBIT 2 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY PART  
TWO—EMPLOYERS LIABILITY INSURANCE WC 00 00 00 B**

6. ~~B~~odily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. ~~D~~amages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. ~~B~~odily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine ~~Safety and Health and Safety Act of 1969~~ (30 USC Sections ~~801–945~~ 901–942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. ~~B~~odily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51–60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. ~~B~~odily injury to a master or member of the crew of any vessel;
11. ~~F~~ines or penalties imposed for violation of federal or state law; and
12. ~~D~~amages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

**D. We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

**E. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. ~~R~~reasonable expenses incurred at our request, but not loss of earnings;
2. ~~P~~remiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. ~~L~~itigation costs taxed against you;
4. ~~I~~nterest on a judgment as required by law until we offer the amount due under this insurance; and
5. ~~E~~xpenses we incur.

**F. Other Insurance**

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

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

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**EXHIBIT 2 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY PART  
TWO—EMPLOYERS LIABILITY INSURANCE WC 00 00 00 B**

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

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

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

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

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

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**EXHIBIT 5  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT WC 00 01 09 B**

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

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

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

**C. Workers' Compensation Law**

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

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

Schedule

**Description and Location of Work**

**ITEM P-1408—REVISION TO FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE****EXHIBIT 8****FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC  
89 06 09 C**

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

~~STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC 89 06 09 B\_C~~

**I. BACKGROUND**

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

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

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

**II. SUBMISSION OF POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE—FORM WC 89 06 09 B\_C**

This Notice must be submitted to NCCI for all policies with one or more states participating in NCCI's POC program as identified in the POC Compliance Guide that can be found on ncci.com Section V. ~~NOTE: Virginia has its own Cancellation/Reinstatement Notice which is required to be filed directly with Virginia. A copy of the Virginia form is acceptable in lieu of this form to be sent to NCCI (Data providers~~ ~~insurers~~ ~~submitting cancellations and reinstatements electronically need not send either this form to NCCI.)~~ ~~→~~ The submission conditions for the notice are as follows:

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

~~or~~

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

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

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

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

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

**A. Definition of Single State and Multistate Policies**

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

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

**B. Single State Policies**

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

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

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

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

**C. Multistate Policies**

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

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

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

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

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

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**EXHIBIT 8 (CONT'D)  
FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC  
89 06 09 C**

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

**A. Terminations, Cancellations, and Reinstatements**

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

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

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

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



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

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**EXHIBIT 8 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC**

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

<del>South Dakota</del>	<del>June 1, 1997</del>
<del>Utah</del>	<del>September 1, 1987</del>
<del>Vermont</del>	<del>December 1, 1991</del>
<del>Virginia</del>	<del>December 31, 1989</del>

Policy documents on hard copy should be sent as follows:

**U.S. Mail**

NCCI, Inc.  
~~c/o first Image Data Acquisition Division~~ACS  
P.O. Box 7369  
London, KY 40742-7369

**Other Mailings**

NCCI, Inc.  
~~c/o first Image Data Acquisition Division~~ACS  
1084 South Laurel Road  
~~London, KY 40741-9928~~London, KY 40744

Policy documents on magnetic tape should be sent as follows:

**U.S. Mail**

~~NCCI, Inc.—Data Reporting Services~~  
  
P.O. Box 5049  
  
Boca Raton, FL 33431-0849

**Other Mailings**

~~NCCI, Inc. Data Management—Data Collection~~  
  
Attn: Data Collection  
  
~~901 Peninsula Corporate Circle 750 Park of~~  
~~Commerce Drive~~  
Boca Raton, FL 33487-1362

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

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

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

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

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

**EXHIBIT 8 (CONT'D)**

**FORMS MANUAL OF WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE  
STATE NOTES: POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE WC**

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

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

Carrier Name/NCCI Carrier Code \_\_\_\_\_

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

Federal ID No. \_\_\_\_\_

Insured's Address \_\_\_\_\_

Policy Number	Policy Effective Date	Policy Expiration Date
_____	_____	_____

**Termination/Cancellation/Nonrenewal**

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

**Reinstatement**

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

Issue Date \_\_\_\_\_

Issuing Office \_\_\_\_\_

Producer's Name \_\_\_\_\_

Date Stamp \_\_\_\_\_

(For NCCI use only):