

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 01/01/2020

Insured: County of Albany

Quote Date: 12/23/2019

Policy #: EWC009365

Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0225528	0225547	0225548			
Named States	NY	NY	NY			
<u>SPECIFIC:</u>						
Specific Limit	STATUTORY	STATUTORY	STATUTORY			
Specific Retention	\$800,000	\$1,000,000	\$1,000,000			
Specific Retention - 7720 NY	\$1,000,000	NA	NA			
<u>EMPLOYERS LIABILITY:</u>						
Employers Liability Limit	\$2,000,000	\$2,000,000	\$2,000,000			
Employers Liability Retention	See Specific	See Specific	See Specific			
<u>AGGREGATE:</u>						
Aggregate Limit	NA	NA	NA			
Aggregate Retention	NA	NA	NA			
Estimated Aggregate Retention	NA	NA	NA			
Minimum Aggregate Retention	NA	NA	NA			
<u>RATING BASE:</u>						
Est. Annual Payroll	\$132,305,256	\$132,305,256	\$132,305,256			
Est. Annual Manual Premium	\$6,065,972	\$6,065,972	\$6,065,972			
Length of Policy (Years)	1.000000	1.000000	2.000000			
Est. Policy Normal Premium	\$6,065,972	\$6,065,972	\$12,131,944			
Rate per \$100 of Payroll	.2014	.1878	.1878			
<u>PREMIUM:</u>						
Total Est Policy Prd Premium (including Flat Charges)	\$266,463	\$248,469	\$496,938			
Policy Minimum Premium	\$239,817	\$223,622	\$447,245			
Deposit Premium	\$266,463	\$248,469	\$248,469			
Deposit Flat Charge(s)	NA	NA	NA			
<u>Total Deposit Due</u>	\$266,463	\$248,469	\$248,469			
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)	\$7,994	\$7,454	\$7,454			
Commission	12%	12%	12%			

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.

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Quote Option(s) 225548 Include(s) the following Endorsements:

CMB-187	Two Year Policy Short Rate Table
ISI-285	More Than One Premium Adjustment

The following endorsements apply to all quote options:

CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-160	Foreign
CMB-184-NY	Change in Notification Time Required for Cancellation - Insured NOC 30 Days; MECC NOC 90 Days
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-261	Voluntary Compensation
ISI-266	Endemic Disease and Repatriation
ISI-282	Limited Longshore and Harbor Workers' Compensation Act
CMB-NY	New York
CMB-NY-ACK	New York Acknowledgement
CMB-NY-NOT	Notice to Policyholder
CMB-NY-NOT-SXS	Notice to Policyholder

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act through December 31, 2020 is shown in row (A) below. B. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, for the period beyond December 31, 2020 is estimated in row (B) below, and does not include any charges for the portion of losses covered by the United States Government under the Act. (Refer to the paragraph below) and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	0225528	0225547	0225548
Portion (A):	\$7,994	\$7,454	\$7,454
Portion (B):	\$0	\$0	\$0
Combined	\$7,994	\$7,454	\$7,454

Possibility of Additional Premium. The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Act. The federal program established by the Act is scheduled to terminate at the end of 12/31/20 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) of above may not be appropriate.

When disposition of the federal program is determined, we will recalculate the premium shown in (B) above and will charge additional premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

Name of Insurer: Midwest Employers Casualty Company
Name of Insured: County of Albany



Endorsement Effective:

Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:
(a) Experience Modification Factor:
(b) Other Modification Factor:
Normal Premium:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

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Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 6

Schedule Item 6 is amended to read as follows:

6. Specific Retention:

Classification	Specific Retention
All Other	

The term "All Other" refers to any class code on the Policy which is not specifically named above.

If an accident involves multiple Employees in separate classifications with different Specific Retentions, then the greatest of the Specific Retentions will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

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Endorsement Effective:

Policy No.:

Named Insured:

Change in Notification Time Required for Cancellation Endorsement

Except for cancellation by us due to your failure to pay premium, the amount of advance written notice required for cancellation of this Policy is amended as follows:

For cancellation by you, _____ days advance written notice of cancellation is required.

For cancellation by us, _____ days advance written notice of cancellation is required.

As specified in NY Insurance Law §3426(e)(3) required notice shall be mailed or delivered at least thirty (30), but not more than one hundred twenty (120), days in advance of the cancellation date of this Policy.

All other terms and conditions of this Policy including any amendments thereto, that relate to cancellation remain unchanged.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

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Endorsement Effective:

Policy No.:

Named Insured:

Endemic Disease and Repatriation Endorsement

It is hereby agreed and understood that Endemic Disease coverage is added to this Policy.

A. How This Coverage Applies

1. This coverage applies to bodily injury by disease because of exposure occurring during the Policy Period to a disease endemic to a region outside the United States of America. Bodily injury includes resulting death.
2. The bodily injury by disease must be sustained by an Employee included in the group of Employees described in the listing below that are normally employed by you in a State listed in Schedule Item 3.
3. The bodily injury by disease must occur in the course of employment necessary or incidental to work in a State listed in Schedule Item 3.
4. The bodily injury by disease must occur while the Employee is temporarily working outside of the United States of America for you for less than ninety (90) consecutive days.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

B. Our Specific Indemnity

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would be required of you if you and your Employees described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3.

Loss under this endorsement also shall include those transportation expenses you incur returning the Employee because of the bodily injury (or, in case of death, the Employee's body) to the location where normally employed which exceed the cost of returning the Employee if uninjured.

C. Exclusions

This Endemic Disease Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your Employees shown under the listing below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.

D. Before We Indemnify

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:

Endorsement Effective:

Policy No.:

Named Insured:

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

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

E. Recovery

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

Listing of Employees

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Foreign Endorsement

It is hereby agreed and understood that Employers Liability, Section E. Exclusions From Loss, Item 13, is deleted from this policy.

Loss under Part One of this Policy shall include those transportation expenses you incur returning the Employee because of the bodily injury (or, in the case of death, the Employee's body) to the location where normally employed which exceed the cost of returning the Employee if uninjured.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Limited Longshore and Harbor Workers' Compensation Act Endorsement

1. This endorsement applies only to the work described in the listing below as work subject to the Longshore and Harbor Workers' Compensation Act. This Policy applies to that work as though the location included in the description of the work were a "State" named in Item 3 of the Schedule Page.
2. Under Part Two – Employers Liability, Section E. Exclusions From Loss, Exclusion 15 does not apply to work subject to the Longshore and Harbor Workers' Compensation Act in paragraph 1. above.
3. Under the General Section, Section F. Workers' Compensation Law, is amended to read as follows:
 - F. Workers' Compensation Law means the workers' compensation law and occupational disease law of a State, and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), including any amendments to such law which are in effect during the Policy Period. The definition of "Workers' Compensation Law" does not include the provisions of any law that provide nonoccupational disability benefits. The definition of "Workers' Compensation Law" also does not include any other federal workers' compensation law, federal occupational disease law or any other federal law.
4. With respect to this endorsement, reimbursement by us for Loss paid by you in excess of your Specific Retention shall not exceed the benefits that would have been available under the Workers' Compensation Law of the State in which the injured Employee(s) is normally employed, if that law applied, and is further subject to Our Specific Limit as shown in the Schedule Page.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

More Than One Premium Adjustment Endorsement

Part Five – Premium of the Policy is amended to read as follows:

PART FIVE - PREMIUM

A. Deposit and Adjustment Premiums. At the beginning of each Payroll Reporting Period set forth in Schedule Item 12, you must pay us the Deposit Premium and any flat charges shown in the Schedule.

1. At the end of each Payroll Reporting Period set forth in Schedule Item 12 you shall owe us the amount by which the Final Premium is greater than the Deposit Premium.;
2. At the end of the last Payroll Reporting Period, if the sum of the Deposit Premiums for all Payroll Reporting Periods is greater than the sum of the Final Premiums for all Payroll Reporting Periods, we shall owe you the difference.

B. Payroll Report. Within forty-five (45) days after the end of each Payroll Reporting Period, you must send us a report showing the amount of Payroll earned by your Employees during the Payroll Reporting Period. The report must show Payroll separately for each classification identified in Schedule Item 11.

C. Final Premium. The Final Premium due to us for each Payroll Reporting Period shall be computed as shown in Schedule Item 12(a).

Normal Premium means the sum of the products of your audited Payroll within each classification shown in Schedule Item 11 for each State named in Schedule Item 3 multiplied by the rate shown in Schedule Item 11 for the respective classification, the product of which shall be further multiplied by the Experience Modification Factor shown in Schedule Item 11(a) and/or any Other Modification Factor shown in Schedule Item 11(b).

Unless this Policy is cancelled, Final Premium shall be at least the Minimum Premium shown in the Schedule.

When determining Final Premium, any flat charges shown in the Schedule are not subject to additional computations or modification factors.

If we cancel this Policy, Final Premium shall be calculated pro rata based on the time this Policy was in force. Final Premium shall not be less than the pro rata share of the Minimum Premium shown in the Schedule.

If you cancel this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the Minimum Premium shown in the Schedule.

If this Policy is automatically cancelled because of the loss of your duly qualified self-insurer status as stated in Section A. Self-Insurance of the General Section of this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the total Minimum Premium shown in the Schedule.

The Final Premium due to us shall not be reduced by the existence of any other insurance, reinsurance, indemnity agreement or other reimbursement agreement protecting you against Loss covered by this Policy.

Endorsement Effective:

Policy No.:

Named Insured:

D. Payroll means the gross pay of your Employees for each Payroll Reporting Period plus other amounts and items earned by your Employees as part of their pay for each Payroll Reporting Period. Payroll also includes:

1. Gross pay plus other amounts and items earned by your officers if covered under this Policy;
2. The contract price for materials and services performed by any individual deemed to be your Employee for liability purposes under the Workers' Compensation Law, if you do not have Payroll records for this individual; and
3. Assigned Payroll attributed to volunteers for whom you are legally obligated to provide benefits under the Workers' Compensation Law. Assigned Payroll means:
 - a. For volunteers other than volunteer firefighters and volunteer police officers, the federal minimum hourly wage as of the effective date of this Policy multiplied by the hours worked by the volunteers, unless the work performed by the volunteers is similar to work performed by a paid Employee who is receiving more than the federal minimum hourly wage, in which event the wage reported for the volunteer worker shall be the same as the wage reported for the paid Employee; and
 - b. For volunteer firefighters or volunteer police officers, the greater of \$12,500 per year or the same wage as reported for a paid Employee performing similar work shall be included in Payroll for each such volunteer firefighter or volunteer police officer.

Duties performed by volunteers shall be assigned to the classification code which the duties would be assigned to if performed by regular Employees.

No amount is included in Assigned Payroll for any volunteer worker who is not covered under the Workers' Compensation Law because Part One of this Policy does not apply with respect to that worker.

E. Records. You shall keep records of information needed to compute premium. You shall provide us with copies of those records when we ask for them.

F. Audit. Upon our request, you shall let us or our representatives examine and audit all your Payroll records. Payroll records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, Payroll and disbursement records, and programs for storing and retrieving data. The audits may be conducted during your regular business hours.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

New York Endorsement

This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

I. Item 4 of Section G. Your Specific Claims Reporting Duties of Part Four of this Policy is amended as follows:

4. **Consequence of Your Failure to Send Us a Timely First Notice of Loss.** If we are not provided written notice as required herein, we will not indemnify you for the payments you make in excess of your Retention, unless it is shown not to have been reasonably possible to give such notice within the prescribed time and the notice was given as soon as was reasonably possible.

The failure to give notice within the time prescribed by this Policy shall not invalidate any claim made by you, an injured person or any other claimant, unless such failure to provide timely notice has prejudiced us.

II. Section G. Your Specific Claims Reporting Duties of Part Four of this Policy is amended to add Item 5 as follows:

5. Written notice given by you or on your behalf to us or any of our licensed agents in the state of New York, with the particulars sufficient to identify you, shall be deemed notice on us.

III. Item 4 of Section N. Commutation by Mutual Agreement of Part Four of this Policy is amended as follows:

4. If the commuted value determined by the appraiser above is not acceptable to both parties, they shall either abandon the commutation effort or agree to settle any difference using a panel of three actuaries, one to be chosen by each party, and a third chosen by the two so chosen. If the two actuaries fail to agree on the selection of a third actuary within sixty (60) days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of workers' compensation claims and shall be Fellows or Associates in the Casualty Actuarial Society. None of the actuaries shall have a financial interest in nor be a current or former employee of the parties, and all of the actuaries shall be disinterested in the outcome of the commutation.

Each party shall submit its case to its actuary within sixty (60) days of the appointment of the third actuary. The decision in writing of any two actuaries (from the panel of three), when filed with the parties hereto shall be final and binding on both parties and we shall pay the amount so determined to be the commuted value of the Claim or Claims. The expense of the actuaries and of the commutation shall be equally divided between both parties. Said commutation shall take place in a New York location or as mutually agreed upon by the parties. Any commutation will require the approval of the New York Workers' Compensation Board. Subsequent disputes, if any, will not be under the purview of the New York Workers' Compensation Board.

IV. Section C. Bankruptcy or Insolvency of Part Six of this Policy is amended to read as follows:

- C. Bankruptcy or Insolvency.** In the event of your bankruptcy or insolvency or of your failure or default to comply with your obligations under the Workers' Compensation Law, we shall become jointly liable with you for any loss incurred under this Policy, which exceeds the Retention stated in the Schedule Page. In such event, the Chair of the Workers' Compensation Board or the Workers' Compensation Board may require us to pay indemnities under this Policy to someone other than you including, but not limited to the claimant, the Chair, the Aggregate Trust Fund, or any other Special Fund provided by law. Such payment will release us from liability to you to the same extent as if such indemnity had been made to you.

Endorsement Effective:

Policy No.:

Named Insured:

In the event of your bankruptcy or insolvency or of your failure or default to comply with your obligations under the Workers' Compensation Law, the Chair of the Workers' Compensation Board will be subrogated to all of your rights under this Policy.

Nothing in this Condition will be construed to give a claimant a direct right of action against us.

V. Section I. Cancellation of Part Six of this Policy is amended to read as follows:

I. Cancellation and Non-Renewal.

1. Cancellation. During the first sixty (60) days this Policy is initially in effect, except for the discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder; no cancellation shall become effective until twenty (20) days after written notice is mailed or delivered to you at the mailing address shown in Item 2 of the Schedule Page and to your authorized agent or broker. In the event that the Policy is cancelled for nonpayment of premium, then notice of cancellation shall be sent informing you of the amount due and the cancellation shall not become effective until ten (10) days after the notice of cancellation is served on you and filed with the Office of the Chair.

After this Policy has been in effect for sixty (60) days unless cancelled pursuant to the paragraph above, or on or after the effective date if this Policy is a renewal, no notice of cancellation shall become effective until fifteen (15) days after written notice is mailed or delivered to you and to your authorized agent or broker, and such cancellation is based on one or more of the following with respect to this Policy:

- a. Nonpayment of premium provided, however, that a notice of cancellation on this ground shall inform you of the amount due and the cancellation shall not become effective until ten (10) days after the notice of cancellation is served on you and filed with the Office of the Chair;
- b. Conviction of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder;
- d. After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any Policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;
- e. Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
- f. A determination by the superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interests of our policyholders, its creditors or the public; or
- g. A determination by the superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of this chapter.

A notice of cancellation should be filed by certified or registered mail at least thirty (30) days prior to the effective date of cancellation with the Office of the Chair of the Workers' Compensation Board, 328 State Street, Schenectady, New York 12305-2318.

2. Non-Renewal. This Policy shall remain in full force and effect pursuant to the same terms, conditions and rates unless written notice is mailed or delivered by us to you, at the address shown in Item 2 of the Schedule Page, and to your authorized agent or broker, indicating our intention:

Endorsement Effective:

Policy No.:

Named Insured:

- a. Not to renew this Policy; or
- b. To condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased retention or addition of exclusion, or upon increased premiums in excess of ten percent (exclusive of any premium increase generated as a result of increased exposure units, or as a result of experience rating, loss rating, retrospective rating or audit), except that we may also, consistent with regulations promulgated by the superintendent, condition its renewal upon requirements relating to the underlying coverage, in which event the conditional renewal notice shall be treated as an effective notice of non-renewal if such requirements are not satisfied as of the later of the expiration date of this Policy or sixty (60) days after mailing or delivery of such notice; or
- c. That this Policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice must be mailed or delivered on a timely basis and advise the insured that a second notice shall be mailed or delivered at a later date indicating our intention as specified in subparagraph (a) or (b) of this Section and that coverage shall continue on the same terms, conditions and rates as the expiring Policy, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered; such alternative renewal notice also shall advise you of the availability of loss information pursuant to subsection (g) of New York Insurance section 3426 and, upon written request, we shall furnish such loss information within ten (10) days consistent with the provisions of such subsection.

The notice required shall be mailed or delivered at least thirty (30), but not more than one hundred twenty (120), days in advance of the expiration date of this Policy.

All paragraphs in this subsection shall not apply when you, an agent or broker authorized by you, or another insurer of yours has mailed or delivered written notice that this Policy has been replaced and is no longer desired.

VI. Part Six is amended to add the following sections:

K. In the event you cannot be located to proceed before the Workers' Compensation Board, we agree that:

1. Notice or knowledge of the occurrence of the injury by you is deemed notice or knowledge by us, subject to the terms and conditions of this Policy;
2. We agree to be bound by and subject to the orders, findings, decisions or awards rendered against you by the Workers' Compensation Board for payment or compensation under Workers' Compensation Law as limited by and in accordance with the terms and conditions of this Policy (and subject to the applicable Retention) for the amount of the judgment, after the applicable Retention, but in no event shall our obligation exceed this Policy's applicable Limit of Liability;
3. Where a judgment against you remains unsatisfied at the expiration of thirty (30) days from the serving of notice of entry of judgment upon you or your attorney, and upon us, then an action may, except during a stay or limited stay of execution against you on such a judgment, be maintained against us subject to the terms and conditions of this Policy (and subject to the applicable Retention) for the amount of the judgment, after the applicable Retention, but in no event shall our obligation exceed this Policy's applicable Limit of Liability; provided however, we will not pay an injured employee directly or indirectly for amounts within your Retention in the event you fail to make such payments on your own. Furthermore, an employee of yours may not make a direct claim against us for amounts covered in this Policy in the event of your insolvency or termination of operations.



Endorsement Effective:

Policy No.:

Named Insured:

- L. This Policy covers you for all Employees employed during the Policy Period provided the compensable injury or death happened during the Policy Period and subject to all other terms and conditions of this Policy.
 - M. This Policy does not cover any obligation imposed upon you by Article 9 of the Workers' Compensation Law of New York or by any provision amending or supplementing Article 9.
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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

New York Endorsement

This endorsement applies only to the coverage provided by this policy because New York is named in Item 3 of the Schedule Page.

I. NEW YORK ENDORSEMENT ACKNOWLEDGEMENT

You acknowledge that:

1. Claim expenses are a part of the Loss.
2. The Limits of Liability contained in this Policy shall be reduced and may be completely exhausted by claim costs, and to the extent that Limits of Liability are exceeded, we shall not be liable for claim costs or for the amount of any judgment or settlement in excess of the Limits of Liability shown in the Schedule Page.
3. Legal defense costs may be subject to the Retentions shown in the Schedule Page.

ACKNOWLEDGED BY INSURED

By: _____

Name: _____

Title: _____

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

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Endorsement Effective:

Policy No.:

Named Insured:

This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

NOTICE TO POLICYHOLDER

The Specific Limit of Workers' Compensation Excess Indemnity shown in Items 7(a) or 8(a) of the Schedule Page, whichever is applicable, is the maximum amount we will indemnify you under Part One of this Policy for each accident or each Employee for disease. You will be solely responsible to pay any Loss under Part One that you are liable for that is in excess of the Specific Limit for Part One, without reimbursement from us, notwithstanding prior exhaustion of your Specific Retention.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

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Endorsement Effective:

Policy No.:

Named Insured:

This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

NOTICE TO POLICYHOLDER

The Specific Limit of Employers Liability Excess Indemnity shown in Items 7(b) or 8(b) of the Schedule Page, whichever is applicable, is the maximum amount we will indemnify you under Part Two of this Policy for each accident or each Employee for disease. You will be solely responsible to pay any Loss under Part Two that you are liable for that is in excess of the Specific Limit for Part Two, without reimbursement from us, notwithstanding prior exhaustion of your Specific Retention.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your Policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is _____, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Two Year Policy Short Rate Table Endorsement

If you cancel this Policy prior to the expiration of the two-year Policy Period shown in Schedule Item 5, the following short rate table will apply to the Total Estimated Policy Premium shown in Schedule Item 12(c):

Month When Cancellation Effective	Short Rate Percentage
1	13%
2	19%
3	23%
4	27%
5	31%
6	35%
7	39%
8	43%
9	47%
10	51%
11	55%
12	59%
13	63%
14	67%
15	71%
16	75%
17	79%
18	82%
19	85%
20	88%
21	91%
22	94%
23	97%
24	100%

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Voluntary Compensation Endorsement

It is hereby agreed and understood that Voluntary Compensation coverage is added to this Policy.

A. How This Coverage Applies

1. This coverage applies to bodily injury by accident and bodily injury by disease. Bodily injury includes resulting death.
2. The bodily injury must be sustained by an Employee included in the group of Employees described in the listing below that are normally employed by you in a State listed in Schedule Item 3.
3. The bodily injury must occur in the course of employment necessary or incidental to work in a State listed in Schedule Item 3.
4. The bodily injury must occur in a State as defined under Section G. State, of the General Section of this Policy or elsewhere if the Employee is temporarily working outside of the United States of America for you for less than ninety (90) days.
5. Bodily injury by accident must occur during the Policy Period.
6. 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. Our Specific Indemnity

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would be required of you if you and your Employees described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3. We will indemnify you for those amounts paid by you to the volunteers who would be entitled to them under the law.

C. Exclusions

This Voluntary Compensation Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your Employees shown under the schedule below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.

Endorsement Effective:

Policy No.:

Named Insured:

D. Before We Indemnify

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:

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

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

E. Recovery

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

Listing of Employees

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.