

SERFF Tracking Number: HCAS-125360874 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CL20070155
TOI: 16.0 Workers Compensation Sub-TOI: 16.0004 Standard WC
Product Name: WC Rebranding Forms 2008
Project Name/Number: WC Rebranding Forms 2008/CL20070155

Filing at a Glance

Companies: American Fire and Casualty Company, Ohio Security Insurance Company, The Ohio Casualty Insurance Company, West American Insurance Company

Product Name: WC Rebranding Forms 2008 SERFF Tr Num: HCAS-125360874 State: Arkansas
TOI: 16.0 Workers Compensation SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 16.0004 Standard WC Co Tr Num: CL20070155 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Carol Stiffler, Brittany Yielding
Author: Jennifer Swift Disposition Date: 12/26/2007
Date Submitted: 12/11/2007 Disposition Status: Approved
Effective Date Requested (New): 02/09/2008 Effective Date (New): 02/09/2008
Effective Date Requested (Renewal): 02/09/2008 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: WC Rebranding Forms 2008 Status of Filing in Domicile: Not Filed
Project Number: CL20070155 Domicile Status Comments: except in Indiana state of domicile for West American Insurance Company.
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/26/2007
State Status Changed: 12/12/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
WORKERS' COMPENSATION FORMS FILING
OUR FILE NUMBER: CL20070155

In accordance with the laws of your state, we are filing revised company forms. Due to the recent acquisition of the Ohio Casualty Group by Liberty Mutual we are filing revised Information Pages, Quick References, Workers Compensation

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and Employers Liability Insurance Policy, and extension schedules. Certain endorsement forms are also revised.

Please refer to the Filing Memorandum for details.

We are filing this to apply to policies with an issue date of February 9, 2008 or later.

To the best of my knowledge, information and belief, this filing is in compliance in all respects with the provisions of the insurance statutes, laws and regulations of your state.

Company and Contact

Filing Contact Information

Jennifer Swift, Product Staff Underwriter Jennifer.Swift@ocas.com
 9450 Seward Road (800) 843-6446 [Phone]
 Fairfield, OH 45014-5456 (513) 603-3121[FAX]

Filing Company Information

American Fire and Casualty Company	CoCode: 24066	State of Domicile: Ohio
9450 Seward Road	Group Code: 111	Company Type:
Fairfield, OH 45014-5456	Group Name:	State ID Number:
(800) 843-6446 ext. [Phone]	FEIN Number: 59-0141790	

Ohio Security Insurance Company	CoCode: 24082	State of Domicile: Ohio
9450 Seward Road	Group Code: 111	Company Type:
Fairfield, OH 45014-5456	Group Name:	State ID Number:
(800) 843-6446 ext. [Phone]	FEIN Number: 31-0541777	

The Ohio Casualty Insurance Company	CoCode: 24074	State of Domicile: Ohio
9450 Seward Road	Group Code: 111	Company Type:
Fairfield, OH 45014-5456	Group Name:	State ID Number:
(800) 843-6446 ext. [Phone]	FEIN Number: 31-0396250	

West American Insurance Company	CoCode: 44393	State of Domicile: Indiana
9450 Seward Road	Group Code: 111	Company Type:

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Fairfield, OH 45014-5456 Group Name: State ID Number:
(800) 843-6446 ext. [Phone] FEIN Number: 31-0624491

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Applies per filing not per company or per form.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Fire and Casualty Company	\$50.00	12/11/2007	17059291
The Ohio Casualty Insurance Company	\$0.00	12/11/2007	
Ohio Security Insurance Company	\$0.00	12/11/2007	
West American Insurance Company	\$0.00	12/11/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Carol Stiffler	12/26/2007	12/26/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Carol Stiffler	12/12/2007	12/12/2007	Jennifer Swift	12/20/2007	12/20/2007
Industry Response						

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Disposition

Disposition Date: 12/26/2007
Effective Date (New): 02/09/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo and Exhibit A	Approved	Yes
Supporting Document	Exhibit I Usage of Blank Endt	Approved	Yes
Supporting Document	Amendatory Endorsement	Approved	Yes
Form	WC & Emp Liab Insurance Policy	Approved	Yes
Form	Quick Reference	Approved	Yes
Form	WC & Emp Liab Policy Information Page (computer)	Approved	Yes
Form	WC & Emp Liab Policy Information Page (non computer)	Approved	Yes
Form	Extension of Information Page (computer)	Approved	Yes
Form	Policy Change Endorsement (computer)	Approved	Yes
Form	Extension of Information Page Name and Location Schedule (non computer)	Approved	Yes
Form	Extension of Information Page Risk ID Extension (non computer)	Approved	Yes
Form	Extension of Information Page Item 3.A. WC Insurance (non computer)	Approved	Yes
Form	Extension of Information Page Item 3.C. Other States Insurance (non computer)	Approved	Yes
Form	Extension of Information Page Item 4. (non computer)	Approved	Yes
Form	Extension of Information Page Item 3.D. (non computer)	Approved	Yes
Form	Policy Change Endorsement (computer)	Approved	Yes
Form	Policy Change Endorsement (non computer)	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/12/2007

Submitted Date 12/12/2007

Respond By Date

Dear Jennifer Swift,

This will acknowledge receipt of the captioned filing.

Objection 1

- Policy Change Endorsement (computer) (Form)

Comment: All workers' compensation forms must be filed for approval. This Department cannot approve blank endorsements. Please either withdraw this form or describe in detail how this form will be used.

Objection 2

- WC & Emp Liab Insurance Policy (Form)

- Quick Reference (Form)

Comment: The cancellation provision on these forms indicate that the company must give 10 days notice for cancellation. Arkansas law requires 30 day notice except for non-pay which is 10 days notice.

Please feel free to contact me if you have questions.

Sincerely,

Carol Stiffler

Response Letter

Response Letter Status Submitted to State

Response Letter Date 12/20/2007

Submitted Date 12/20/2007

Dear Carol Stiffler,

Comments:

Response 1

Comments: Please see attached Exhibit I that provides in detail how the WC 99 06 50 A will be used.

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Related Objection 1

Applies To:

- Policy Change Endorsement (computer) (Form)

Comment:

All workers' compensation forms must be filed for approval. This Department cannot approve blank endorsements. Please either withdraw this form or describe in detail how this form will be used.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Exhibit I Usage of Blank Endt

Comment: See attached Exhibit I

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Response 2

Comments: Please see amendatory endorsement filed by NCCI that we use to satisfy Arkansas Law

Related Objection 1

Applies To:

- WC & Emp Liab Insurance Policy (Form)
- Quick Reference (Form)

Comment:

The cancellation provision on these forms indicate that the company must give 10 days notice for cancellation. Arkansas law requires 30 day notice except for non-pay which is 10 days notice.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Amendatory Endorsement

Comment: See attached WC 03 06 01 A that has replacement provisions applicable to cancellation of policies.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

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TOI: *16.0 Workers Compensation* *Sub-TOI:* *16.0004 Standard WC*
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Sincerely,
Jennifer Swift

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	WC & Emp Liab Insurance Policy	WC 00 00 00 A	4-92	Policy/Cove	Replaced	Replaced Form #:0.00 No Change Previous Filing #:		WC 30 00 D CW 1-08.pdf
Approved	Quick Reference	WC 30 00 D	1-08	Other	Replaced	Replaced Form #:0.00 WC 30 00 C (5-01) Previous Filing #:		WC 30 00 D CW 1-08.pdf
Approved	WC & Emp Liab Policy Information Page (computer)	WC 00 00 30 10 E	01 A (WC 30 10 E)	Declaration	Replaced	Replaced Form #:0.00 WC 00 00 01 A (WC 30 10 D) Previous Filing #:		WC 00 00 01 A (WC 30 10 E) CW.pdf
Approved	WC & Emp Liab Policy Information Page (non computer)	WC 00 00 32 12 C	01 A (WC 32 12 C)	Declaration	Replaced	Replaced Form #:0.00 WC 00 00 01 A (WC 32 12 B) Previous Filing #:		WC 00 00 01 A (WC 32 12 C) CW.pdf
Approved	Extension of Information Page (computer)	WC 99 06 42 A	42 A	Endorseme	Replaced	Replaced Form #:0.00 WC 99 06 42 Previous Filing #:		WC 99 06 42 A FILE.pdf
Approved	Policy Change Endorsement (computer)	WC 99 06 43 A	43 A	Endorseme	Replaced	Replaced Form #:0.00 WC 99 06 43 Previous Filing #:		WC 99 06 43 A CW.pdf
Approved	Extension of Information Name and Location Schedule (non computer)	WC 99 06 44 A	44 A	Endorseme	Replaced	Replaced Form #:0.00 WC 99 96 44 Previous Filing #:		WC 99 06 44 A.pdf
Approved	Extension of Information Risk ID Extension (non computer)	WC 99 06 45 A	45 A	Endorseme	Replaced	Replaced Form #:0.00 WC 99 06 45 Previous Filing #:		WC 99 06 45 A.pdf

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Approved	Extension of Information Page 46 A Item 3.A. WC Insurance (non computer)	WC 99 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WC 99 06 46 Previous Filing #:	WC 99 06 46 A.pdf
Approved	Extension of Information Page 47 A Item 3.C. Other States Insurance (non computer)	WC 99 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WC 99 06 47 Previous Filing #:	WC 99 06 47 A.pdf
Approved	Extension of Information Page 48 B Item 4. (non computer)	WC 99 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WC 99 06 48 A Previous Filing #:	WC 99 06 48 B.pdf
Approved	Extension of Information Page 49 A Item 3.D. (non computer)	WC 99 06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WC 99 06 49 Previous Filing #:	WC 99 06 49 A.pdf
Approved	Policy Change Endorsement (computer)	WC 99 06 50 A	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WC 99 06 50 Previous Filing #:	WC 99 06 50 A.pdf
Approved	Policy Change Endorsement (non computer)	WC 99 06 51 A	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 WC 99 06 51 Previous Filing #:	WC 99 06 51 A.pdf

THE OHIO CASUALTY INSURANCE COMPANY

OHIO SECURITY INSURANCE COMPANY

AMERICAN FIRE AND CASUALTY COMPANY

Home Offices

9450 Seward Road, Fairfield, Ohio 45014

Stock Companies domiciled in Ohio

WEST AMERICAN INSURANCE COMPANY

Home Office

7999 Knue Road, Suite 450, Indianapolis, Indiana 46250-1901

Stock Company domiciled in Indiana

Administrative Office

9450 Seward Road, Fairfield, Ohio 45014

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

QUICK REFERENCE

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 C. Workers Compensation Law 1

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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

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

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

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 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 Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), 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

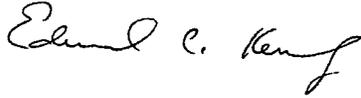
1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that 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 cancelation notice.
- 4. Any of these provisions that conflict with a law that controls the cancelation 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 cancelation.

In witness whereof, we have caused this policy to be signed by our authorized officers.



Secretary



President

THE OHIO CASUALTY INSURANCE COMPANY

OHIO SECURITY INSURANCE COMPANY

AMERICAN FIRE AND CASUALTY COMPANY

Home Offices

9450 Seward Road, Fairfield, Ohio 45014

Stock Companies domiciled in Ohio

WEST AMERICAN INSURANCE COMPANY

Home Office

7999 Knue Road, Suite 450, Indianapolis, Indiana 46250-1901

Stock Company domiciled in Indiana

Administrative Office

9450 Seward Road, Fairfield, Ohio 45014

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

QUICK REFERENCE

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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

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

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

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 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 Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), 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

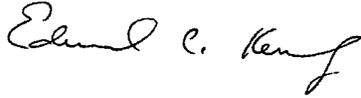
1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that 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 cancelation notice.
- 4. Any of these provisions that conflict with a law that controls the cancelation 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 cancelation.

In witness whereof, we have caused this policy to be signed by our authorized officers.



Secretary



President

VARIOUS LOGOS

NCCI Co. No:

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

Policy Number:

Prior Policy Number:

Workers Compensation and Employers Liability Insurance Policy Information Page

ITEM 1: The Insured & Mailing Address

Agent Mailing Address & Phone No.

Individual **Partnership**
Corporation or

Other workplaces not shown above:

ITEM 2 The policy period is from _____ to _____ *12:01 am Standard Time* at the insured's mailing address.

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

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

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

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

D. This policy includes these endorsements and schedules:

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

Classifications	Code No.	Premium Basis - Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
-----------------	-------------	---	--------------------------------------	--------------------------------

Minimum Premium \$

If indicated below, interim adjustments of premiums shall be made.

Total Estimated

Deposit Premium \$

Servicing Office
and Issue Date

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 00 00 01 A (WC 30 10 E)

VARIOUS LOGOS

Coverage Is Provided In:9450 Seward Road, Fairfield, Ohio 45014Policy Number: Prior Policy Number: NCCI Co. No: **Workers Compensation and
Employers Liability Insurance Policy
Information Page****ITEM 1: The Insured & Mailing Address****Agent Mailing Address & Phone No.** **Individual** **Partnership**
Corporation or**Other workplaces not shown above:****ITEM 2** The policy period is from _____ to _____ 12:01 am Standard Time at the insured's mailing address.**ITEM 3** **A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here:**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

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

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:**D. This policy includes these endorsements and schedules:****ITEM 4** The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**Classifications**

Code No.	Premium Basis - Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
-----------------	--	---------------------------------------	---------------------------------

Minimum Premium \$

If indicated below, interim adjustments of premiums shall be made.

Total Estimated

Deposit Premium \$

Servicing Office
and Issue Date

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 00 00 01 A (WC 32 12 C)

© 1987 National Council on Compensation Insurance, Inc.

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

Policy Number:

Policy Period:

From **To**

Endorsement Period:

From **To**

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

**Workers Compensation and
Employers Liability Insurance
Policy Information Page**

Named Insured

Agent

EXTENSION OF INFORMATION PAGE

Servicing Office
And Issue Date

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 42 A

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

Policy Number:

Policy Period:

From To

Endorsement Period:

From To

12:01 am Standard Time
at Insured's Mailing Address

VARIOUS LOGOS

NCCI Co. No.

Policy Change Endorsement

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

CHANGES TO POLICY - TRANSACTION

This Policy Change Endorsement Results in a Change in the Charges As Follows:

Description of Changes(s)

Note: This is not a bill.

See revised Extension of Information Page(s) and any other documents.

Servicing Office
And Issue Date

Countersigned by:

To report a claim, call your Agent or 1-800-366-6446

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From: **To**

Endorsement Period:

From: **To**

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

**Workers Compensation and
Employers Liability Insurance
Policy Information Page**

ITEM 1: The Insured

Agent & Phone No.

EXTENSION OF INFORMATION PAGE

NAME AND LOCATION SCHEDULE

**Servicing Office
And Issue Date**

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 44 A

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From: **To**

Endorsement Period:

From: **To**

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

**Workers Compensation and
Employers Liability Insurance
Policy Information Page**

ITEM 1: The Insured

Agent & Phone No.

EXTENSION OF INFORMATION PAGE

RISK IDENTIFICATION NUMBER EXTENSION

**Servicing Office
And Issue Date**

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 45 A

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From: **To**

Endorsement Period:

From: **To**

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

**Workers Compensation and
Employers Liability Insurance
Policy Information Page**

ITEM 1: The Insured

Agent & Phone No.

EXTENSION OF INFORMATION PAGE

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

Servicing Office
And Issue Date

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 46 A

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From: **To**

Endorsement Period:

From: **To**

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

**Workers Compensation and
Employers Liability Insurance
Policy Information Page**

ITEM 1: The Insured

Agent & Phone No.

EXTENSION OF INFORMATION PAGE

Item 3.C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except Alaska, California, Hawaii, Maine, North Dakota, Ohio, Washington, West Virginia, Wyoming and states designated in Item 3.A. of the Information Page

Servicing Office
And Issue Date

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 47 A

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From: **To**

Endorsement Period:

From: **To**

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

**Workers Compensation and
Employers Liability Insurance
Policy Information Page**

ITEM 1: The Insured

Agent & Phone No.

EXTENSION OF INFORMATION PAGE STATE:

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

Classifications	Code No.	Premium Basis - Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------	--------------------------

**Servicing Office
And Issue Date**

Countersigned by:

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 48 B

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From: **To**

Endorsement Period:

From: **To**

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

**Workers Compensation and
Employers Liability Insurance
Policy Information Page**

ITEM 1: The Insured

Agent & Phone No.

EXTENSION OF INFORMATION PAGE

POLICY FORMS AND ENDORSEMENTS SCHEDULE

This section lists all the Forms and Endorsements that make up your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER

TITLE

STATE(S) Applicable

**Servicing Office
And Issue Date**

Countersigned by: _____

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 49 A

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From: _____ **To** _____

Endorsement Period:

From: _____ **To** _____

*12:01 am Standard Time
at Insured's Mailing Address*

VARIOUS LOGOS

NCCI Co. No.

Endorsement

Named Insured

Agent

DESCRIPTION OF CHANGE(S)

STATE:

DESCRIPTION OF CHANGE(S)

**Servicing Office
And Issue Date**

Countersigned by: _____

Coverage Is Provided In:

9450 Seward Road, Fairfield, Ohio 45014

POLICY NUMBER

Policy Period:

From To

Endorsement Period:

From To

12:01 am Standard Time
at Insured's Mailing Address

VARIOUS LOGOS

NCCI Co. No.

Policy Change Endorsement

Named Insured & Mailing Address

Agent Mailing Address & Phone No.

CHANGES TO POLICY

This Policy Change Endorsement Results in a Change in the Charges As Follows:

Description of Changes(s)

Note: This is not a bill.

See revised Extension of Information Page(s) and any other documents.

All other terms and conditions of the policy remain unchanged.

Servicing Office
And Issue Date

Countersigned by:

To report a claim, call your Agent or 1-800-366-6446

WC 99 06 51 A

SERFF Tracking Number: *HCAS-125360874* *State:* *Arkansas*
First Filing Company: *American Fire and Casualty Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CL20070155*
TOI: *16.0 Workers Compensation* *Sub-TOI:* *16.0004 Standard WC*
Product Name: *WC Rebranding Forms 2008*
Project Name/Number: *WC Rebranding Forms 2008/CL20070155*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HCAS-125360874 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CL20070155
TOI: 16.0 Workers Compensation Sub-TOI: 16.0004 Standard WC
Product Name: WC Rebranding Forms 2008
Project Name/Number: WC Rebranding Forms 2008/CL20070155

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/26/2007

Comments:

Please see a copy of the NAIC Property and Casualty Transmittal.

Attachment:

CW NAIC PC Transmittal Form0307.pdf

Satisfied -Name: Filing Memo and Exhibit A **Review Status:** Approved 12/26/2007

Comments:

Please see filing memorandum and Exhibit A that provides the logos used by the form where marked Various Logos.

Attachments:

filmemowc.ar.pdf
Exhibit A 1126.pdf

Satisfied -Name: Exhibit I Usage of Blank Endt **Review Status:** Approved 12/26/2007

Comments:

See attached Exhibit I

Attachment:

EXHIBIT I Blanks.pdf

Satisfied -Name: Amendatory Endorsement **Review Status:** Approved 12/26/2007

Comments:

See attached WC 03 06 01 A that has replacement provisions applicable to cancellation of policies.

Attachment:

WC 03 06 01 A.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: _____ Renewal: _____
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
 THE OHIO CASUALTY INSURANCE COMPANY – NAIC #111-24074
 OHIO SECURITY INSURANCE COMPANY – NAIC #111-24082
 WEST AMERICAN INSURANCE COMPANY – NAIC #111-44393
 AMERICAN FIRE AND CASUALTY COMPANY – NAIC #111-24066
 POLICY FORMS AND ENDORSEMENTS
 ARKANSAS

Due to the recent acquisition of the Ohio Casualty Group by Liberty Mutual we are filing revised Information Pages, Quick References, Workers Compensation and Employers Liability Insurance Policy, and extension schedules. Certain endorsement forms are also revised. Where we show various logos on a particular form, please refer to Exhibit A which shows the logos.

These items are revised to remove Ohio Casualty Group logos, website and phone numbers which are no longer valid due to this acquisition. The signatures on the Workers Compensation and Employers Liability Insurance Policy WC 00 00 00 A also are revised. The states of domicile and type of company are added to the Quick Reference and are being removed from the Information Page, extensions and endorsements.

We will provide the policyholders and agents with the appropriate phone numbers and websites through policyholder notices, mailings and stuffers.

See the forms list that shows the form numbers revised to updated editions.

Form Title	New Form No.	Replaced Form No.	Type of Form	Description of Form
Workers Compensation and Employers Liability Insurance Policy	WC 00 00 00 A 4-92	No Change	Policy	NCCI/Bureau Workers Compensation and Employers Liability Insurance Policy
Quick Reference	WC 30 00 D Ed. 1-08	WC 30 00 C Ed. 5-01	Policy Index	Quick Reference
Workers Compensation and Employers Liability Insurance Policy Information Page (used with computer policies)	WC 00 00 01 A (WC 30 10 E)	WC 00 00 01 A (WC 30 10 D)	Declarations	WC 00 00 01 A with company stock number WC 30 10 E added (used with computer policies).
Workers Compensation and Employers Liability Insurance Policy Information Page (used with non-computer policies)	WC 00 00 01 A (WC 32 12 C)	WC 00 00 01 A (WC 32 12 B)	Declarations	WC 00 00 01 A with company stock number WC 32 12 C added (used with non-computer policies)
Extension of Information Page (computer)	WC 99 06 42 A	WC 99 06 42	END	Company overflow to Info. Page (computer). This is used for listing locations and workplaces, lengthy insured names, Item 4 rate schedules, states, Item 3.D. forms and endorsement listing, states subject to Item 3.A and/or Item 3.C., and Risk Identification Numbers. The appropriate information will be post-printed similar to the non-computer extensions.
Policy Change Endorsement	WC 99 06 43 A	WC 99 06 43	END	Company endorsement that acts as summary sheet and mailing address sheet. It summarizes premium changes, the item changing, and provides addresses ready for use in mailing of documents. For computer policies.
Extension of Information Page Name and Location Schedule (non-computer)	WC 99 06 44 A	WC 99 06 44	END	Company overflow to Info. Page: Name and Location Schedule (non-computer)
Extension of Information Page Risk ID Extension (non-computer)	WC 99 06 45 A	WC 99 06 45	END	Company overflow to Info. Page: Risk ID Extension (non-computer)
Extension of Information Page Item 3.A. Workers Compensation Insurance (non-computer)	WC 99 06 46 A	WC 99 06 46	END	Company overflow to Info. Page: Item 3.A. Workers Compensation Insurance (non-computer)
Extension of Information Page Item 3.C. Other States Insurance (non-computer)	WC 99 06 47 A	WC 99 06 47	END	Company overflow to Info. Page: Item 3.C. Other States Insurance (non-computer)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
 THE OHIO CASUALTY INSURANCE COMPANY – NAIC #111-24074
 OHIO SECURITY INSURANCE COMPANY – NAIC #111-24082
 WEST AMERICAN INSURANCE COMPANY – NAIC #111-44393
 AMERICAN FIRE AND CASUALTY COMPANY – NAIC #111-24066
 POLICY FORMS AND ENDORSEMENTS
 ARKANSAS

Form Title	New Form No.	Replaced Form No.	Type of Form	Description of Form
Extension of Information Page Item 4. (non-computer)	WC 99 06 48 B	WC 99 06 48 A	END	Company overflow to Info. Page: Item 4. (non-computer)
Extension of Information Page Item 3.D. (non-computer)	WC 99 06 49 A	WC 99 06 49	END	Company overflow to Info. Page: Item 3.D. (non-computer)
Policy Change Endorsement	WC 99 06 50 A	WC 99 06 50	END	Blank endorsement – computer
Policy Change Endorsement	WC 99 06 51 A	WC 99 06 51	END	Company endorsement that acts as summary sheet and mailing address sheet. It summarizes premium changes, the item changing, and provides addresses ready for use in mailing of documents. For non-computer policies.

EXHIBIT A

Liberty Mutual Regional Company Logo's

These are samples of some of the logos that maybe placed on the policy declarations, declaration schedules and schedules.



EXHIBIT I
WORKERS COMPENSATION
BLANK ENDORSEMENTS
SCHEDULE OF ENTRIES

The blank endorsement exists to show information that exceeds computer-issuance system limitations or that is an unforeseen need/format to show information. Although we accommodated most likely needs of showing information on the specific extension schedules (such as, for name and location, risk identification number extension, Item 3. A. Item 3.C., the forms extension, and the Item 4 extension), there may be occasions when there may be insufficient room on the current extensions or, for the computer issued system, a situation arises where we do not have time to program and issue a computer policy timely to accommodate the need.

The most typical use is displaying a long name of the insured or string of names – where the space allocated on the Information Page or on the name and location extension cannot accommodate the length – if it exceeds the space allocated in the computer system for these documents.

As further explanation, for use with blank endorsement Form WC 99 06 50 A Endorsement, the wording below shows the types of changes or information that is expected to be shown on the blank form. The wording may be formatted differently, or may show editorial changes, such as depending on use (for instance, substitute "add", "delete", "replace", or "revise" instead of "amended"). Due to the many ways to phrase changes; all verbatim wording combinations of these types are not easily shown.

I. The entries below are used for amending items in the policy.

A. Lead in wording: "It is agreed that the policy is amended as follows:"

Item 1, Named Insured

Address of Insured

Zip Code

Location

Policy Period

Entity

Business

FEIN

SIC (for SIC code number)

Risk ID (for ID# for experience rated insureds. The term "interstate" or "intrastate" may be shown)

Producer's Name

Company Name

Item 3. A. (for Information Page - listing of states)

Employers Liability Insurance (for Item 3. B. of Information Page, listing limits of liability under Part Two of policy)

Item 3. C. Other States

Interim adjustments of premium

Installments

Endorsement Number is deleted/added/replaced

State - adding/replacing/deleting extension schedule and/ or endorsements for states
"Add coverage for STATE per form attached"

Interim adjustments of premium

B. Variation

Classification and payroll changes

"Class is amended to read"
code# \$remuneration \$premium

II. The entries below are used as overflow items because of insufficient space on the Information Page

For overflow for name of Insured "The Named Insured reads as follows"

Extension of Information Page

Additional Locations of Insured

Number of Employees

Carrier FEIN

FEIN

Risk ID

State Location (s)

Termination Status: Cancelled Flat, Cancelled prorata, Cancelled short rate

Installments

III. Premium Status

Preamble wording may be added as required: " In consideration of additional/return/no premium due, it is agreed that..... ."

IV. Miscellaneous

Emphasize, by printing the name of a state where coverage is provided, or is not provided, even though the state is shown or not shown in Item 3. A of Information Page or is not covered by Item 3.C Other States.

ARKANSAS AMENDATORY ENDORSEMENT

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

Part Two - Employers Liability Insurance

C. Exclusions

2. Is replaced by:

punitive or exemplary damages because of bodily injury to an employee employed in violation of law; punitive or exemplary damages are defined by Arkansas Bulletin No. 4-82 as those damages which are imposed to punish a wrongdoer and to deter others from similar conduct;

Part Six - Conditions

D. Cancellation is replaced by:

- 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. If we cancel because you fail to pay all premium when due, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in item 1 of the Information Page will be sufficient notice.
- 3. The policy period will end on the day and hour stated in the cancellation notice.

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

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

Endorsement Effective

Endorsement No.

Policy Effective

Premium

State

Policy No.

Insured

Insurance Company

Countersigned by _____