

SERFF Tracking Number: AMRS-125913052 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: # \$0
COMPANY, ...
Company Tracking Number: AR-WC WDXS-F
TOI: 16.0 Workers Compensation Sub-TOI: 16.0000 WC Sub-TOI Combinations
Product Name: Workers Compensation
Project Name/Number: Withdraw Excess & Employers Liability Policy/

Filing at a Glance

Companies: AMERISURE MUTUAL INSURANCE COMPANY, AMERISURE INSURANCE COMPANY
Product Name: Workers Compensation SERFF Tr Num: AMRS-125913052 State: Arkansas
TOI: 16.0 Workers Compensation SERFF Status: Closed State Tr Num: # \$0
Sub-TOI: 16.0000 WC Sub-TOI Combinations Co Tr Num: AR-WC WDXS-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Carol Stiffler
Author: Yvonne Johnson Disposition Date: 11/20/2008
Date Submitted: 11/20/2008 Disposition Status: Approved
Effective Date Requested (New): 03/01/2009 Effective Date (New): 03/01/2009
Effective Date Requested (Renewal): 03/01/2009 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Withdraw Excess & Employers Liability Policy Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments:
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 11/20/2008
State Status Changed: 11/20/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Amerisure Mutual Insurance Company and Amerisure Insurance Company wish to withdraw our company forms for Excess Workers' Compensation and Employers' Liability –EWC-1, EWC-2, EWC-3 all with edition date of 6/82 for policies effective on or after March 1, 2009.

This program is obsolete, no longer used by our company nor do we have policies subject to the program.

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Rates and Rules have been filed separately.

Company and Contact

Filing Contact Information

Yvonne Johnson, Compliance Analyst I yvjohnson@amerisure.com
 26777 Halsted Rd. (800) 257-1900 [Phone]
 Farmington Hills, MI 48331 (248) 426-7789[FAX]

Filing Company Information

AMERISURE MUTUAL INSURANCE COMPANY 26777 HALSTED RD. FARMINGTON HILLS, MI 48331-2060 (800) 257-1900 ext. 54270[Phone]	CoCode: 23396 Group Code: 124 Group Name: AMERISURE INSURANCE FEIN Number: 38-0829210 -----	State of Domicile: Michigan Company Type: PROPERTY & CASUALTY State ID Number:
AMERISURE INSURANCE COMPANY 26777 HALSTED RD. FARMINGTON HILLS, MI 48331-2060 (800) 257-1900 ext. 54270[Phone]	CoCode: 19488 Group Code: 124 Group Name: AMERISURE INSURANCE FEIN Number: 38-1869912 -----	State of Domicile: Michigan Company Type: PROPERTY & CASUALTY State ID Number:

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMERISURE MUTUAL INSURANCE	\$0.00	11/20/2008	

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COMPANY
AMERISURE INSURANCE COMPANY \$0.00 11/20/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Carol Stiffler	11/20/2008	11/20/2008

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Disposition

Disposition Date: 11/20/2008
Effective Date (New): 03/01/2009
Effective Date (Renewal):
Status: Approved
Comment: The withdrawal of these forms is approved.

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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 COMPANY, ...
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 Product Name: Workers Compensation
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		Yes
Form	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY		Yes
Form	EXCESS WORKER'S COMPENSATION AND EMPLOYERS LIABILITY		Yes
Form	EXCESS WORKER'S COMPENSATION AND EMPLOYERS LIABILITY		Yes
Form	EXCESS WORKER'S COMPENSATION AND EMPLOYERS LIABILITY		Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY	EWC-1	6 82	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #: X-98 EXCESS WORKERS' COMPENSATION POLICY		EWC-1 (6-82).pdf
	EXCESS WORKER'S COMPENSATION AND EMPLOYERS LIABILITY	EWC-2	6 82	Declaration Withdrawals/Schedule	Replaced Form #:0.00 Previous Filing #: X-98 EXCESS WORKERS' COMPENSATION POLICY		EWC-2 (6-82).pdf
	EXCESS WORKER'S COMPENSATION AND EMPLOYERS LIABILITY	EWC-3	6 82	Declaration Withdrawals/Schedule	Replaced Form #:0.00 Previous Filing #: X-98 EXCESS WORKERS' COMPENSATION POLICY		EWC-3 (6-82).pdf
	EXCESS WORKER'S COMPENSATION AND EMPLOYERS LIABILITY	6-82	6 82	Declaration Withdrawals/Schedule	Replaced Form #:0.00 Previous Filing #: X-98 EXCESS WORKER'S COMPENSATION AND EMPLOYERS LIABILITY		6-82.pdf

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

MICHIGAN MUTUAL INSURANCE COMPANY

DETROIT, MICHIGAN

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. Application of Policy. This Policy applies to loss sustained by the insured in excess of Insureds retention as stated in declarations on account of:

- A. Compensation and other benefits required of the insured by the workers' compensation law; and
- B. Sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained in the United States of America, its' territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in Item 3 of the declarations or in operations necessary or incidental thereto,

as a result of injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

II. Limits of Liability and Retention - Specific Excess Insurance

The insured shall retain as its' own net retention loss in the amount of the retention stated in Item 4 of the declarations and the company hereby agrees to indemnify the insured against loss in excess of such retention, subject to the limit of liability stated in Item 4 of the declarations provided that the retention and limit of liability apply as respects:

- A. Bodily injury by accident, including death resulting therefrom, sustained by one or more employees in each accident, or
- B. Bodily injury by disease, including death resulting therefrom, sustained by each employee.

The inclusion herein of more than one insured shall not operate to increase the retention or the limit of liability.

III. Limits of Liability and Retention - Aggregate Excess Insurance

The insured shall retain as its' own retention the amount specified in Item 5 of the declarations and the company agrees to indemnify the insured against loss in excess of such retention, subject to the limit of liability stated in Item 5 of the declarations provided that the retention shall be determined as follows:

- A. The insured's aggregate retention shall include all loss which the insured sustains during the policy period provided that the aggregate retention shall not include that part of any loss which is recoverable under specific excess insurance either under Insuring Agreement II of this policy or under any other specific excess policy available to the insured, and
- B. The insured's aggregate retention shall be an amount equal to the product of the aggregate retention factor specified in Item 5 of the declarations times the normal annual premium; subject to the minimum aggregate retention specified in Item 5 of the declarations. In the event of cancellation of the policy prior to its anniversary date, the retention shall be:
 - 1. If cancelled by the insured - Either the product of the aggregate retention factor times the normal premium computed in accordance with the customary short rate table and procedure or the short rate portion of the minimum aggregate retention whichever is greater.
 - 2. If cancelled by the company - Either the product of the aggregate retention factor times the pro rata portion of the normal premium or the pro rata portion of the minimum aggregate retention whichever is greater.

IV. Claim Expenses. As respects each accident and each disease for which indemnity against loss is afforded by the other terms of this Policy, the company will indemnify the insured against that proportion of claim expenses (other than appeal claim expenses handled as hereinafter provided) paid by the insured that the amount of the loss ultimately borne by the company bears to the total amount of the loss. As respects claim expenses connected with appeal taken by the insured from an award, verdict or judgment in excess of the insured's retention set forth in this policy, if the company consents to such appeal the company shall indemnify the insured against that proportion of the claim expenses paid by the insured connected with such appeal that the amount of such award, verdict or judgment in excess of the insured's retention bears to the total amount of such award, verdict or judgment. The amounts incurred under this insuring agreement are payable by the company in addition to the limit of indemnity of this policy.

V. Definitions.

- A. Workers' Compensation Law. The unqualified term "workers' compensation law" means the workers' compensation law and any occupational disease law of a state designated in Item 3 of the declarations while the insured is a duly qualified self-insurer under such law, but does not include those provisions of any such law which provide non-occupational disability benefits.
- B. State. The word "state" means any State or Territory of the United States of America and the District of Columbia.

- C. Bodily Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident." The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident."
- D. Assault and Battery. Under paragraph B of Insuring Agreement I, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.
- E. Damages because of Bodily Injury by Accident or Disease, including Death at Any Time Resulting Therefrom. The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom", in paragraph B of Insuring Agreement I include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.
- F. Loss. The word "loss" shall mean only such amounts as are actually paid in cash by the insured in payment of benefits under the workers' compensation law in settlement of claims or in satisfaction of awards or judgments; but the word "loss" shall not include claim expenses, salaries paid to employees of the insured, nor annual retainers
- G. Claim Expenses. The term "claim expenses" shall mean court costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses; but the term "claim expenses" shall not include salaries paid to employees of the insured nor annual retainers, or fees paid to the insured's servicing agency .
- H. "Normal Premium" shall mean the premium which the Insured would pay for full coverage Workers' Compensation and Employers' Liability Insurance computed on the basis of the manuals and rating plans in use by the Company, if the Insured were so insured.

EXCLUSIONS

This policy does not apply;

- A. To loss arising out of operations (1) as respects which the insured carries a full coverage workers' compensation or employers' liability policy, or (2) as respects which the insured has rejected any worker's compensation law;
- B. Unless required by law or described in the declarations, to domestic employment or to farm or agricultural employment;
- C. Under paragraph B of Insuring Agreement I, to liability assumed by the insured under any contract or agreement;
- D. Under paragraph B of Insuring Agreement I, (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of

law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

- E. Under paragraph B of Insuring Agreement I, to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;
- F. Under paragraph B of Insuring Agreement I, to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation or occupational disease law of a state designated in Item 3 of the declarations, any other workers' compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law.

CONDITIONS

1. Premium Computation. The normal premium bases and rates for the classifications of operations described in the declarations are as stated therein. Classifications not so described, unless specifically excluded by the endorsement, shall be deemed to come within the provisions of this policy and the normal premium will be adjusted at the time of the final adjustment of the premium hereunder, at rates to be determined. When used as a premium basis, "remuneration" means the entire remuneration earned during the policy period by (a) all executive officers and other employees of the insured engaged in operations covered by this policy, and (b) any other person performing work which may render the insured liable for injury to or death of such person in accordance with the workers' compensation law. "Remuneration" shall not include the remuneration of any person within division (b) above if the insured maintains evidence satisfactory to the company that the payment of compensation and other benefits under such law to such person is secured by other valid and collectible insurance or by any other undertaking approved by the governmental agency having jurisdiction thereof. Upon expiration of each annual period of the policy or its termination during the policy period, the actual amount of the remuneration earned during such period shall be exhibited to the company, as provided in Condition 2 hereof, and the normal premium adjusted in accordance therewith at the rates and under the conditions herein specified. The earned excess premium shall be computed in accordance with the rates shown in the declarations and shall immediately become due and payable. The advance policy premium is a deposit premium only and shall be applied to the earned excess premium for the annual policy period. If the earned excess premium exceeds the advance excess premium paid, the insured shall pay the additional amount to the company; if less, the company shall return to the insured the unearned portion, but the company shall receive and retain the annual minimum premium for a twelve (12) month period.

- 2. Inspection and Audit. The company and any rating authority having jurisdiction by law shall each be permitted to inspect the workplaces, machinery and equipment covered by this policy and to examine and audit the insured's books, vouchers, contracts, documents and records of any and every kind at any reasonable time during the policy period and any extension thereof and within three years after termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance.

3. Notice of Occurrence. Upon the occurrence of injury by accident or disease that appears reasonably likely to involve liability on the part of the company written notice shall be given by or on behalf of the insured to the company or any of the authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also the fullest information obtainable at the time. The insured shall give like notice, with full particulars, of any claim made on account of such injury. If thereafter suit or other proceeding is instituted against the insured to enforce such claims, the insured shall, when requested by the company, forward to the company every demand, notice, summons, or other process or true copies thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim, suit or proceeding.

The company, at its own election and expense, shall have the right to participate with the insured in the defense or appeal of any action, suit or proceeding in which it may, in its' judgment, become involved.

The insured shall not make any voluntary settlement involving loss to the company hereunder except with the written consent of the company.

4. Other Insurance. If the insured has other excess insurance, reinsurance or indemnity against a loss covered by this policy, the company shall not be liable to the insured hereunder for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other excess insurance, reinsurance or indemnity against loss existed, bears to the sum of said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

5. Administration Of Claims. The insured shall investigate and shall settle or defend all claims and shall conduct the defense and appeal in all actions, suits and proceedings commenced against it, and shall give prompt notice to the company of:

- A. Any action or suit commenced against the insured, and
- B. Any proceeding, event or development which, in the judgment of the insured, might result in a claim upon the company hereunder;

and shall forward promptly to the company copies of such pleadings and reports of investigation as may be requested by the company.

The company, at its own election and expense, shall have the right to participate with the insured in the defense or appeal of any action, suit or proceeding in which it may, in its judgment, become involved.

The insured shall not make any voluntary settlement involving loss to the company hereunder except with the written consent of the company.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations under paragraph B of Insuring Agreement I.

6. Subrogation and Salvage. The insured shall prosecute all claims the insured may have against any person, firm or corporation growing out of any injury by accident or

disease resulting in the payment of loss by the company hereunder, and should the insured recover any reimbursement from any source whatsoever on account of such loss, the net amount (gross amount less the expense incurred in effecting such recovery) of the recovery as does not exceed the company's loss shall be paid to the company.

Should the insured have such a claim against any person, firm or corporation growing out of any injury by accident or disease resulting in the payment of loss by the company hereunder, which it fails or neglects to enforce within a reasonable time, the company shall be subrogated to such claim and the insured shall execute any and all papers and documents necessary to vest full right, title and interest in said claim in the company, and the company may prosecute said claim in its own name or in the name of the insured. The insured shall cooperate to the fullest extent with the company in the enforcement of any such claim. The net proceeds derived from such claim shall first be used by the company to pay its' loss, and any excess shall be paid to the insured.

Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

Assignment. Assignment of interest under this policy shall not bind the company until its' consent is endorsed thereon.

Cancellation. This policy may be cancelled by the insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the insured cancels, unless the manuals in use by the company otherwise provide, earned premium shall be (1) computed in accordance with the customary short rate table and procedure and (2) not less than the minimum premium stated in the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time of cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The companys' check or the check of its' representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the insured.

When excess insurance under the workers' compensation law may not be cancelled except in accordance with such law, this condition so far as it applies to the insurance under this policy with respect to such law, is amended to conform to such law.

10. Declarations. By acceptance of this policy, the insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its' agents relating to this insurance.

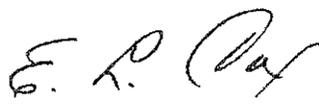
11. Qualified Self-Insurer. The insured by the acceptance of this policy, agrees that it has qualified as a self-insurer as provided in the workers' compensation law in each of the states covered by this policy and will continue to maintain such qualifications during the period of this policy. In the event the insured should at any time while this policy is in force terminate its qualification as a self-insurer or if such qualifications should be cancelled or revoked, this policy shall automatically terminate at the same time.
12. Reports. The insured shall forward to the Company the following reports:
 - A. A complete monthly report of all accidents; and
 - B. A monthly tabulation of all payments made and reserves set up for benefits and expenses on account of liability for bodily injury sustained by employees.
13. Commutation. Claims hereunder, not finally settled, for weekly or periodical payment for compensation to employees (or their dependents) as a result of bodily injury shall be reported with full particulars by the insured within 2 years from the expiration date of this policy and the Company may, then or at any time thereafter submit one or more of such claims to an independent appraiser to be mutually acceptable to the insured and the Company, and the Company at its option shall pay a lump-sum to be fixed by the appraiser, which payment shall constitute a full and final release of the Company's liability. If subsequent to such lump-sum payments any supplemental award increases the amount of compensation benefits payable to the employee or his dependents, the Company is liable for the amount of the increase. Any additional claim may then be commuted at the Company's option and the Company may discharge any additional liability by another lump-sum payment.
14. Long Term Policy. If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve month period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period. The earned premium for each such period shall be computed as provided by Condition I of this policy, subject, except as otherwise provided in the excess manuals and rating plans in use by the company with respect to classifications of operations for which this policy provides a per capita premium basis, to the following provisions:
 - A. The premium rates for the first consecutive period shall be those stated in the declarations and those applicable for such period in accordance with the excess manuals and rating plans in use by the company;
 - B. The premium basis, classifications of operations, rates, rating plans, premiums and minimum premiums for each subsequent period shall be those applicable for such period in accordance with the excess manuals and rating plans in use by the company.
15. Mutual Policy Conditions. This policy is non-assessable. The policy holder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

6. Membership and Voting Notice. The insured is notified that by virtue of this policy, he is a member of the Michigan Mutual Insurance Company of Detroit, Michigan, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual meeting will be held on the second Thursday of May of each year at 10:30AM at the Home Office of the company in the City of Detroit, Michigan or at such other place in the City of Detroit, to which the members may adjourn such meeting.

IN WITNESS WHEREOF, the MICHIGAN MUTUAL INSURANCE COMPANY has caused this policy to be signed by its president and secretary at Detroit, Michigan, and countersigned on the declarations page by a duly authroized representative of the company.



Secretary



President

EXCESS WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

MICHIGAN MUTUAL INSURANCE CO.

POLICY NUMBER (18) Renewal of Dist.-Indiv. Producer Date of Issue Issuing Office First Yr.

ITEM 1. Named Insured and Address	<p style="text-align: center;">TERMS OF PAYMENTS</p> <p>Net Premium due 30 days from effective date. See Endorsement.</p> <p>Deposit Premium-Reports to be Submitted & Premium to be pd. Monthly Quarterly</p>	<p>Named Insured is:</p> <p>Individual Co-partnership Corporation Joint Venture</p>	<p>Sevr. Off.</p>
ITEM 2. Policy Period From To 12:01A.M. Standard Time at the Address of the Named Insured as stated herein.	Business of the named insured is	<p style="text-align: center;">PREMIUM AMOUNT DUE</p> <p>\$</p>	<p>Subject to Audit Yes No</p>
ITEM 3. This policy applies to the workers' compensation law and any occupational disease law of each of the following states:			

This policy provides only those coverages and limits as indicated below in Items 4 & 5 for which a premium charge has been made under Item 7 & 8.

ITEM 4. Specific Excess Insurance	
Insured's Retention	\$ _____ Each Accident
Limits of Liability	\$ _____ Each Employee-Disease
	\$ _____ Each Accident
	\$ _____ Each Employee-Disease

ITEM 5. Aggregate Excess Insurance	
Aggregate Retention Factor:	% of Normal Premium
Minimum Aggregate Retention: \$	
Limit of Liability: \$	

ITEM 6. Schedule of Classification, Rates, Premiums: (See Page 2)

ITEM 7. Specific Excess Insurance Premium	
Normal Annual Premium	_____
Rate of Normal Annual Premium	_____
Estimated Annual Premium	_____

ITEM 8. Aggregate Excess Insurance Premium	
Normal Annual Premium	_____
Rate of Normal Annual Premium	_____
Estimated Annual Premium	_____

ITEM 9. Total Policy Estimated Annual Premium	
Total Policy Minimum Premium	_____
Total Policy Deposit Premium	_____

ITEM 10. Endorsements Made Part of this Policy:

Countersigned by _____

Schedule of Classifications, Rates, Premiums; Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	CODE NUMBERS	PREM. BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	FULL RATES PER \$100 OF REMUNERATION	ESTIMATED NORMAL ANNUAL PREM.
		TOTAL ESTIMATED NORMAL ANN. PREM.		\$

POLICY NUMBER Renewal of Dist.-Indiv. Producer Date of Issue Issuing Office Yr.
(X98)

ITEM 1. Named Insured and Address	TERMS OF PAYMENTS Net Premium due 30 days <input type="checkbox"/> from effective date. <input type="checkbox"/> See Endorsement. Deposit Premium-Reports to be Submitted & Premium to be pd. <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Named Insured is: <input type="checkbox"/> Individual <input type="checkbox"/> Co-partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/>	Sevr. Off.
ITEM 2. Policy Period From To 12:01A.M. Standard Time at the Address of the Named Insured as stated herein.	Business of the named insured is	PREMIUM AMOUNT DUE \$	Subject to Audit <input type="checkbox"/> Yes <input type="checkbox"/> No

ITEM 3. This policy applies to the workers' compensation law and any occupational disease law of each of the following states:

This policy provides only those coverages and limits as indicated below in Items 4 & 5 for which a premium charge has been made under Item 7 & 8.

ITEM 4. Specific Excess Insurance Insured's Retention Limits of Liability	\$ _____ \$ _____ \$ _____ \$ _____	Each Accident Each Employee-Disease Each Accident Each Employee-Disease
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ITEM 5. Aggregate Excess Insurance Aggregate Retention Factor: Minimum Aggregate Retention: \$ Limit of Liability: \$	% of Normal Premium
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ITEM 6. Schedule of Classification, Rates, Premiums: (See Page 2)

ITEM 7. Specific Excess Insurance Premium Normal Annual Premium Rate of Normal Annual Premium Estimated Annual Premium	_____ _____ _____
ITEM 8. Aggregate Excess Insurance Premium Normal Annual Premium Rate of Normal Annual Premium Estimated Annual Premium	_____ _____ _____
ITEM 9. Total Policy Estimated Annual Premium Total Policy Minimum Premium Total Policy Deposit Premium	_____ _____ _____

ITEM 10. Endorsements Made Part of this Policy:

Countersigned by _____

Schedule of Classifications, Rates, Premiums; Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	CODE NUMBERS	PREM. BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	FULL RATES PER \$100 OF REMUNERATION	ESTIMATED NORMAL ANNUAL PREM.
TOTAL ESTIMATED NORMAL ANN.PREM.				\$

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

MICHIGAN MUTUAL INSURANCE COMPANY

DETROIT, MICHIGAN

(A mutual insurance company, herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

INSURING AGREEMENTS

I. Application of Policy. This Policy applies to loss sustained by the insured in excess of Insureds retention as stated in declarations on account of:

- A. Compensation and other benefits required of the insured by the workers' compensation law; and
- B. Sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained in the United States of America, its' territories or possessions, or Canada by any employee of the insured arising out of and in the course of his employment by the insured either in operations in a state designated in Item 3 of the declarations or in operations necessary or incidental thereto,

as a result of injury (1) by accident occurring during the policy period, or (2) by disease caused or aggravated by exposure of which the last day of the last exposure, in the employment of the insured, to conditions causing the disease occurs during the policy period.

II. Limits of Liability and Retention - Specific Excess Insurance

The insured shall retain as its' own net retention loss in the amount of the retention stated in Item 4 of the declarations and the company hereby agrees to indemnify the insured against loss in excess of such retention, subject to the limit of liability stated in Item 4 of the declarations provided that the retention and limit of liability apply as respects:

- A. Bodily injury by accident, including death resulting therefrom, sustained by one or more employees in each accident, or
- B. Bodily injury by disease, including death resulting therefrom, sustained by each employee.

The inclusion herein of more than one insured shall not operate to increase the retention or the limit of liability.

III. Limits of Liability and Retention - Aggregate Excess Insurance

The insured shall retain as its' own retention the amount specified in Item 5 of the declarations and the company agrees to indemnify the insured against loss in excess of such retention, subject to the limit of liability stated in Item 5 of the declarations provided that the retention shall be determined as follows:

- A. The insured's aggregate retention shall include all loss which the insured sustains during the policy period provided that the aggregate retention shall not include that part of any loss which is recoverable under specific excess insurance either under Insuring Agreement II of this policy or under any other specific excess policy available to the insured, and
- B. The insured's aggregate retention shall be an amount equal to the product of the aggregate retention factor specified in Item 5 of the declarations times the normal annual premium; subject to the minimum aggregate retention specified in Item 5 of the declarations. In the event of cancellation of the policy prior to its anniversary date, the retention shall be:
 - 1. If cancelled by the insured - Either the product of the aggregate retention factor times the normal premium computed in accordance with the customary short rate table and procedure or the short rate portion of the minimum aggregate retention whichever is greater.
 - 2. If cancelled by the company - Either the product of the aggregate retention factor times the pro rata portion of the normal premium or the pro rata portion of the minimum aggregate retention whichever is greater.

IV. Claim Expenses. As respects each accident and each disease for which indemnity against loss is afforded by the other terms of this Policy, the company will indemnify the insured against that proportion of claim expenses (other than appeal claim expenses handled as hereinafter provided) paid by the insured that the amount of the loss ultimately borne by the company bears to the total amount of the loss. As respects claim expenses connected with appeal taken by the insured from an award, verdict or judgment in excess of the insured's retention set forth in this policy, if the company consents to such appeal the company shall indemnify the insured against that proportion of the claim expenses paid by the insured connected with such appeal that the amount of such award, verdict or judgment in excess of the insured's retention bears to the total amount of such award, verdict or judgment. The amounts incurred under this insuring agreement are payable by the company in addition to the limit of indemnity of this policy.

V. Definitions.

- A. Workers' Compensation Law. The unqualified term "workers' compensation law" means the workers' compensation law and any occupational disease law of a state designated in Item 3 of the declarations while the insured is a duly qualified self-insurer under such law, but does not include those provisions of any such law which provide non-occupational disability benefits.
- B. State. The word "state" means any State or Territory of the United States of America and the District of Columbia.

- C. Bodily Injury by Accident; Bodily Injury by Disease. The contraction of disease is not an accident within the meaning of the word "accident" in the term "bodily injury by accident" and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident." The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident."
- D. Assault and Battery. Under paragraph B of Insuring Agreement I, assault and battery shall be deemed an accident unless committed by or at the direction of the insured.
- E. Damages because of Bodily Injury by Accident or Disease, including Death at Any Time Resulting Therefrom. The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom", in paragraph B of Insuring Agreement I include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others to recover the damages obtained from such others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment.
- F. Loss. The word "loss" shall mean only such amounts as are actually paid in cash by the insured in payment of benefits under the workers' compensation law in settlement of claims or in satisfaction of awards or judgments; but the word "loss" shall not include claim expenses, salaries paid to employees of the insured, nor annual retainers
- G. Claim Expenses. The term "claim expenses" shall mean court costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses; but the term "claim expenses" shall not include salaries paid to employees of the insured nor annual retainers, or fees paid to the insured's servicing agency .
- H. "Normal Premium" shall mean the premium which the Insured would pay for full coverage Workers' Compensation and Employers' Liability Insurance computed on the basis of the manuals and rating plans in use by the Company, if the Insured were so insured.

EXCLUSIONS

This policy does not apply;

- A. To loss arising out of operations (1) as respects which the insured carries a full coverage workers' compensation or employers' liability policy, or (2) as respects which the insured has rejected any worker's compensation law;
- B. Unless required by law or described in the declarations, to domestic employment or to farm or agricultural employment;
- C. Under paragraph B of Insuring Agreement I, to liability assumed by the insured under any contract or agreement;
- D. Under paragraph B of Insuring Agreement I, (1) to punitive or exemplary damages on account of bodily injury to or death of any employee employed in violation of

law, or (2) with respect to any employee employed in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof;

- E. Under paragraph B of Insuring Agreement I, to bodily injury by disease unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against the insured for damages because of such injury or death resulting therefrom;
- F. Under paragraph B of Insuring Agreement I, to any obligation for which the insured or any carrier as his insurer may be held liable under any workers' compensation or occupational disease law of a state designated in Item 3 of the declarations, any other workers' compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar law.

CONDITIONS

1. Premium Computation. The normal premium bases and rates for the classifications of operations described in the declarations are as stated therein. Classifications not so described, unless specifically excluded by the endorsement, shall be deemed to come within the provisions of this policy and the normal premium will be adjusted at the time of the final adjustment of the premium hereunder, at rates to be determined. When used as a premium basis, "remuneration" means the entire remuneration earned during the policy period by (a) all executive officers and other employees of the insured engaged in operations covered by this policy, and (b) any other person performing work which may render the insured liable for injury to or death of such person in accordance with the workers' compensation law. "Remuneration" shall not include the remuneration of any person within division (b) above if the insured maintains evidence satisfactory to the company that the payment of compensation and other benefits under such law to such person is secured by other valid and collectible insurance or by any other undertaking approved by the governmental agency having jurisdiction thereof. Upon expiration of each annual period of the policy or its termination during the policy period, the actual amount of the remuneration earned during such period shall be exhibited to the company, as provided in Condition 2 hereof, and the normal premium adjusted in accordance therewith at the rates and under the conditions herein specified. The earned excess premium shall be computed in accordance with the rates shown in the declarations and shall immediately become due and payable. The advance policy premium is a deposit premium only and shall be applied to the earned excess premium for the annual policy period. If the earned excess premium exceeds the advance excess premium paid, the insured shall pay the additional amount to the company; if less, the company shall return to the insured the unearned portion, but the company shall receive and retain the annual minimum premium for a twelve (12) month period.
2. Inspection and Audit. The company and any rating authority having jurisdiction by law shall each be permitted to inspect the workplaces, machinery and equipment covered by this policy and to examine and audit the insured's books, vouchers, contracts, documents and records of any and every kind at any reasonable time during the policy period and any extension thereof and within three years after termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance.

3. Notice of Occurrence. Upon the occurrence of injury by accident or disease that appears reasonably likely to involve liability on the part of the company written notice shall be given by or on behalf of the insured to the company or any of the authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also the fullest information obtainable at the time. The insured shall give like notice, with full particulars, of any claim made on account of such injury. If thereafter suit or other proceeding is instituted against the insured to enforce such claims, the insured shall, when requested by the company, forward to the company every demand, notice, summons, or other process or true copies thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim, suit or proceeding.

The company, at its own election and expense, shall have the right to participate with the insured in the defense or appeal of any action, suit or proceeding in which it may, in its judgment, become involved.

The insured shall not make any voluntary settlement involving loss to the company hereunder except with the written consent of the company.

4. Other Insurance. If the insured has other excess insurance, reinsurance or indemnity against a loss covered by this policy, the company shall not be liable to the insured hereunder for a greater proportion of such loss than the amount which would have been payable under this policy, had no such other excess insurance, reinsurance or indemnity against loss existed, bears to the sum of said amount and the amounts which would have been payable under each other policy applicable to such loss, had each such policy been the only policy so applicable.

5. Administration Of Claims. The insured shall investigate and shall settle or defend all claims and shall conduct the defense and appeal in all actions, suits and proceedings commenced against it, and shall give prompt notice to the company of:

- A. Any action or suit commenced against the insured, and
- B. Any proceeding, event or development which, in the judgment of the insured, might result in a claim upon the company hereunder;

and shall forward promptly to the company copies of such pleadings and reports of investigation as may be requested by the company.

The company, at its own election and expense, shall have the right to participate with the insured in the defense or appeal of any action, suit or proceeding in which it may, in its judgment, become involved.

The insured shall not make any voluntary settlement involving loss to the company hereunder except with the written consent of the company.

Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations under paragraph B of Insuring Agreement I.

6. Subrogation and Salvage. The insured shall prosecute all claims the insured may have against any person, firm or corporation growing out of any injury by accident or disease resulting in the payment of loss by the company hereunder, and should the

insured recover any reimbursement from any source whatsoever on account of such loss, the net amount (gross amount less the expense incurred in effecting such recovery) of the recovery as does not exceed the company's loss shall be paid to the company.

Should the insured have such a claim against any person, firm or corporation growing out of any injury by accident or disease resulting in the payment of loss by the company hereunder, which it fails or neglects to enforce within a reasonable time, the company shall be subrogated to such claim and the insured shall execute any and all papers and documents necessary to vest full right, title and interest in said claim in the company, and the company may prosecute said claim in its own name or in the name of the insured. The insured shall cooperate to the fullest extent with the company in the enforcement of any such claim. The net proceeds derived from such claim shall first be used by the company to pay its' loss, and any excess shall be paid to the insured.

7. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.
8. Assignment. Assignment of interest under this policy shall not bind the company until its' consent is endorsed thereon.
9. Cancellation. This policy may be cancelled by the insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the company shall be equivalent to mailing.

If the insured cancels, unless the manuals in use by the company otherwise provide, earned premium shall be (1) computed in accordance with the customary short rate table and procedure and (2) not less than the minimum premium stated in the declarations. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time of cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The companys' check or the check of its' representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the insured.

When excess insurance under the workers' compensation law may not be cancelled except in accordance with such law, this condition so far as it applies to the insurance under this policy with respect to such law, is amended to conform to such law.

10. Declarations. By acceptance of this policy, the insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its' agents relating to this insurance.
11. Qualified Self-Insurer. The insured by the acceptance of this policy, agrees that it has qualified as a self-insurer as provided in the workers' compensation law in

each of the states covered by this policy and will continue to maintain such qualifications during the period of this policy. In the event the insured should at any time while this policy is in force terminate its qualification as a self-insurer or if such qualifications should be cancelled or revoked, this policy shall automatically terminate at the same time.

12. Reports. The insured shall forward to the Company the following reports:

- A. A complete monthly report of all accidents; and
- B. A monthly tabulation of all payments made and reserves set up for benefits and expenses on account of liability for bodily injury sustained by employees.

13. Commutation. Claims hereunder, not finally settled, for weekly or periodical payment for compensation to employees (or their dependents) as a result of bodily injury shall be reported with full particulars by the insured within 2 years from the expiration date of this policy and the Company may, then or at any time thereafter submit one or more of such claims to an independent appraiser to be mutually acceptable to the insured and the Company, and the Company at its option shall pay a lump-sum to be fixed by the appraiser, which payment shall constitute a full and final release of the Company's liability. If subsequent to such lump-sum payments any supplemental award increases the amount of compensation benefits payable to the employee or his dependents, the Company is liable for the amount of the increase. Any additional claim may then be commuted at the Company's option and the Company may discharge any additional liability by another lump-sum payment.

14. Long Term Policy. If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve month period, or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period. The earned premium for each such period shall be computed as provided by Condition I of this policy, subject, except as otherwise provided in the excess manuals and rating plans in use by the company with respect to classifications of operations for which this policy provides a per capita premium basis, to the following provisions.

- A. The premium rates for the first consecutive period shall be those stated in the declarations and those applicable for such period in accordance with the excess manuals and rating plans in use by the company;
- B. The premium basis, classifications of operations, rates, rating plans, premiums and minimum premiums for each subsequent period shall be those applicable for such period in accordance with the excess manuals and rating plans in use by the company.

15. Mutual Policy Conditions. This policy is non-assessable. The policy holder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

16. Membership and Voting Notice. The insured is notified that by virtue of this policy, he is a member of the Michigan Mutual Insurance Company of Detroit, Michigan, and is entitled to vote either in person or by proxy at any and all meetings of said company. The annual meeting will be held on the second Thursday of May of each year at 10:30AM at the Home Office of the company in the City of Detroit, Michigan or at such other place in the City of Detroit, to which the members may adjourn such meeting.

IN WITNESS WHEREOF, the MICHIGAN MUTUAL INSURANCE COMPANY has caused this policy to be signed by its president and secretary at Detroit, Michigan, and countersigned on the declarations page by a duly authorized representative of the company.



Secretary



President

SERFF Tracking Number: AMRS-125913052 *State:* Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE *State Tracking Number:* # \$0
COMPANY, ...
Company Tracking Number: AR-WC WDXS-F
TOI: 16.0 Workers Compensation *Sub-TOI:* 16.0000 WC Sub-TOI Combinations
Product Name: Workers Compensation
Project Name/Number: Withdraw Excess & Employers Liability Policy/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMRS-125913052 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: # \$0
COMPANY, ...
Company Tracking Number: AR-WC WDXS-F
TOI: 16.0 Workers Compensation Sub-TOI: 16.0000 WC Sub-TOI Combinations
Product Name: Workers Compensation
Project Name/Number: Withdraw Excess & Employers Liability Policy/

Supporting Document Schedules

Review Status:

Bypassed -Name: Uniform Transmittal Document-
Property & Casualty
Bypass Reason: FILING TO WITHDRAWING ONLY
Comments:

11/20/2008