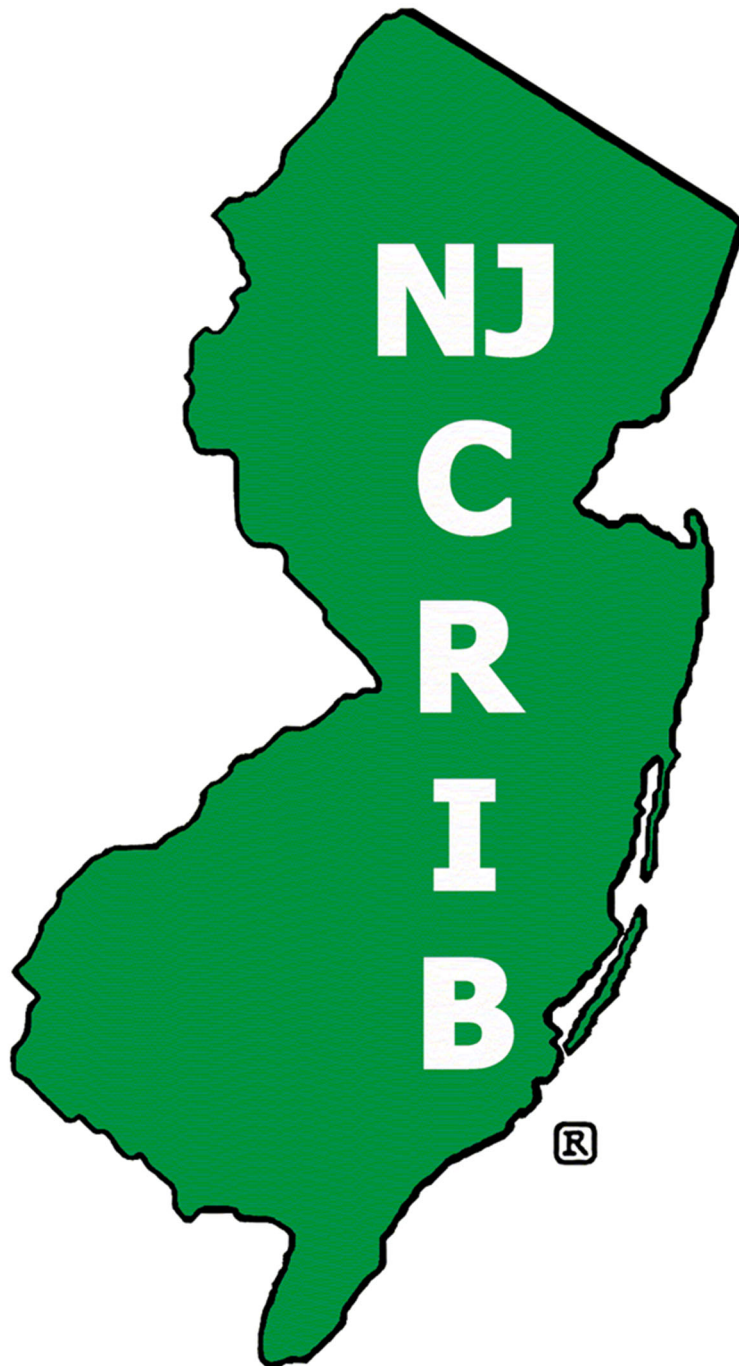

NEW JERSEY



2021 WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE MANUAL

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NEW JERSEY MANUAL

of

Forms, Rules, Classifications, Rates, Rating and Statistical Plans

for

Workers Compensation and Employers Liability Insurance

including

New Jersey Workers Compensation Insurance Plan

**ADOPTED
July 1, 1959**

**COMPLETE MANUAL REPRINT INCLUDES
JANUARY 1, 2021 RATES AND
ALL UPDATES THROUGH APRIL 15, 2021**

Copies of the compiled Manual may be obtained from:

**COMPENSATION RATING AND INSPECTION BUREAU
60 PARK PLACE
NEWARK, NJ 07102**

If you have any questions, please call (973) 622-6014.

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Effective April 15, 2021

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PART 1

SECTION 1. PROMULGATION AND APPROVAL OF THE MANUAL

1. Compilation. This Manual is compiled by the Compensation Rating and Inspection Bureau (herein referred to as the "Rating Bureau"), pursuant to the authority set forth in N.J.S.A. 34:15-90.1 et seq.

2. Contents and Effective Date. This Manual is effective on and after 12:01 A.M. of the date set forth at the top of pages 1 and 2 of the List of Pages and consists of the individual pages listed therein. A loose-leaf system is used. Thus, with each new Manual only those pages requiring change are re-printed.

3. Numbering of Sections and Pages and Reference Procedure. This Manual is divided into four Parts and each Part is in turn divided into numbered Sections. Individual items within Sections are numbered in sequence as are the pages within each Section.

A uniform system is used to refer to items within this Manual. The Part number is stated first, followed by a colon (:) and the Section number. A dash (-) is used after the Section number and finally the individual item number.

4. Governs Underwriting and Rating. This Manual, together with any amendments or supplements promulgated to apply to it, shall as set forth in the Plan of Operation, govern the underwriting and rating of Workers Compensation and Employers Liability Insurance under the laws of the State of New Jersey, as well as the statistical and other filings required by law and the rules of the Rating Bureau.

5. Statutes Read In. The applicable provisions of N.J.S.A. 34:15-1 through 102 and all laws amendatory thereof or supplementary thereto, which are or may become effective, are hereby made a part of this Manual.

6. Approval. The contents of this Manual have been filed with and approved by the Commissioner of Banking and Insurance in accordance with N.J.S.A. 34:15-90.1 et seq.

7. Individual Pages—Reprinting and Effect. The provisions of this Manual become effective at 12:01 A.M. as of the dates indicated on the individual pages except as may otherwise be provided by bulletin issued by the Rating Bureau. When a change is made, a reprinted page containing the change and the effective date thereof will be distributed. The change will be specifically designated by a star (★) on the outer margin of the page.

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PART 1

**SECTION 2. STATUTORY PROVISIONS CREATING THE RATING BUREAU
AND DEFINING ITS AUTHORITY AND DUTIES**

1. N.J.S.A. 34:15-88. Classification of risks, rates, schedules and rules; approval by insurance commissioner. Every insurance company or mutual association which insures employers against liability either under this chapter or for damages imposed by law arising out of any other liability to employees because of personal injuries including death at any time resulting therefrom, or both, shall file with the Commissioner of Banking and Insurance its classification of risks and premiums and rules pertaining thereto, together with the basis rates and system of merit or schedule rating applicable to such insurance which system of merit or schedule rating shall be applied as hereinafter provided. Neither classifications of risks, rules pertaining thereto, basis rates, nor system of merit or schedule rating shall take effect until the Commissioner of Banking and Insurance shall have approved the classifications, rules, basis rates, and system of merit or schedule rating, as reasonable and adequate for the risks to which they respectively apply. The Commissioner of Banking and Insurance may withdraw his approval of any classification, rule, basis rate, or system of merit or schedule rating if he shall find that such classification, rule, rate, or system of merit or schedule rating is unreasonable or inadequate for the risks to which they respectively apply. To secure the impartial application of such approved classifications, rules, rates, or system of merit or schedule rating, the Commissioner of Banking and Insurance is hereby authorized to create, organize and supervise such rating and inspection bureau with such jurisdiction under his supervision as hereinafter provided. No insurance company or mutual association writing workers compensation or employers liability insurance in this state shall issue, renew, or carry any insurance against the liability of an employer either for compensation or for damages imposed by law, because of personal injuries, including death at any time resulting therefrom, sustained by his employees, or for both, except in accordance with the classification, rules, basis rates, and system of merit or schedule rating approved by the Commissioner of Banking and Insurance as aforesaid and applied by the rating and inspection bureau; provided, however, that any departure from the basis rate filed with and approved by the Commissioner of Banking and Insurance on account of the application of a system of merit or schedule rating approved by the Commissioner of Banking and Insurance shall be clearly set forth in the insurance contract or endorsements attached thereto. If any insurance company or mutual association authorized to write workers compensation or employers liability insurance in this state shall violate any of the provisions of this act, the Commissioner of Banking and Insurance, may, in his discretion, after public hearing, suspend the authority of said insurance company or mutual association to transact workers compensation or employers liability insurance in this state for such period as said commissioner shall fix.

2. N.J.S.A. 34:15-90.1 et seq.

(a) The Compensation Rating and Inspection Bureau, established and continued by N.J.S.A. 34:15-89, consisting of all insurers authorized to write workers compensation or employers liability insurance within this State as provided under N.J.S.A. 34:15-90.1 et seq, is continued as provided by this act. No insurer shall write Workers Compensation or Employers Liability Insurance in this State unless it is a member of the Compensation Rating and Inspection Bureau. Each member of the Compensation Rating and Inspection Bureau shall have one representative entitled to one vote in the administration of the Compensation Rating and Inspection Bureau's affairs.

(b) The Compensation Rating and Inspection Bureau shall be governed by a committee of 10 directors. The Commissioner of Banking and Insurance or his designee shall serve as an ex-officio, non-voting director. Six directors of the governing committee shall be elected by the insurer members as provided in the approved Plan of Operation. Three directors shall be appointed by the Commissioner: one of whom shall be an individual appointed from a list or lists of nominees provided by one or more recognized Statewide organizations representing licensed insurance producers; one of whom shall be an individual appointed from a list or lists of nominees provided by one or more recognized Statewide business organizations; and one of whom shall be an individual appointed from a list or lists of nominees provided by one or more recognized Statewide labor organizations.

Initially, two of the elected directors and one of the appointed directors shall serve for a term of three years; two of the elected directors and one of the appointed directors shall serve for a term of two years; and two of the elected directors and one of the appointed directors shall serve for a term of one year. Thereafter, all board members shall serve for a term of three years. Vacancies shall be filled in the same manner as the original selection.

2.3 N.J.S.A. 34:15-90.2 Authority of Compensation Rating and Inspection Bureau.

- a. Enter into contracts as are necessary or proper to carry out the provisions and purposes of this act;
- b. Sue or be sued, including taking any legal actions as may be necessary for recovery of any assessments;
- c. Establish rules, conditions, and procedures for assessment of its members;

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- d. Assess members in accordance with chapter 15 of Title 34 of the Revised Statutes;
- e. Appoint from among its members appropriate legal, actuarial, and other subcommittees of the Governing Committee as necessary to provide technical assistance in the operation of the Rating Bureau;
- f. Establish and maintain rules, regulations and premium rates for Workers Compensation and Employers Liability Insurance and equitably adjust the same, as far as practical, to the hazard of individual risks, by inspection by the Rating Bureau;
- g. Adopt means for assuring uniform and accurate audit of payrolls as they relate to policies of Workers Compensation and Employers Liability Insurance by auditors, appointed by the Rating Bureau, or by such other means as the Rating Bureau may, with the approval of the Commissioner, establish;
- h. Furnish upon request to any of its members or to any employer upon whose risks a rating has been promulgated by it, information as to such rating, including the method of its computation, and shall encourage employers to reduce the number and severity of accidents by adjusting premiums and rates through the use of credits and debits or other proper factors, under such uniform systems of experience or other forms of merit rating as may be approved by the Commissioner;
- i. Prepare and file, for the approval of the Commissioner, and for the use by all of its members, any amendments to its policy forms and its system of classification of risks and premiums thereto, together with the basis rates and system of merit or schedule rating applicable to such insurance, as currently set forth in the New Jersey Workers Compensation and Employers Liability Insurance Manual;
- j. Develop and submit, for the approval of the Commissioner, any amendments to its rules of procedure as currently set forth in the New Jersey Workers Compensation and Employers Liability Insurance Manual;
- k. Resolve disputes concerning the application of its rating system to specific cases, in accordance with the Workers Compensation and Employers Liability Insurance policy and the Rating Bureau's rules of procedure, subject to appeal to the Commissioner; and;
- l. Take such other actions as may be reasonable and necessary to carry out its functions as provided in its approved rules of procedure as set forth in the Plan of Operation, or as directed by the Commissioner.

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PART 1

SECTION 3. RULES AND REGULATIONS OF THE RATING BUREAU

1. Preamble. The Compensation Rating and Inspection Bureau (hereinafter referred to as the "Rating Bureau") is created, organized, and continued in accordance with the provisions of N.J.S.A. 34:15-90.1 et seq.

These rules and regulations (hereinafter referred to as "Rules") have been adopted by the members of the Governing Committee of the Rating Bureau to effectuate its purpose and functioning and approved by the Commissioner of Banking and Insurance (herein referred to as the "Commissioner") in accordance with the requirements of Statute. These Rules shall govern the Rating Bureau's procedure in all cases unless, in any particular, they be in conflict with any provision of Statute or inconsistent with the Commissioner's statutory power. Any situation which may be deemed not to be covered by these Rules will be resolved by a ruling which shall be promulgated by the Governing Committee and approved by the Commissioner.

No repealer or amendment of these Rules shall have effect until approved by the Commissioner.

All rules in effect prior to the effective date hereof (heretofore styled "Rules of Procedure") are hereby repealed.

MEMBERSHIP

2. Members. The members of the Rating Bureau shall be those mutual associations, stock companies or other organizations which comply with the laws of New Jersey regarding the writing of Workers Compensation and Employers Liability Insurance, and which agree to abide by these Rules, comply with their provisions with respect to assessment for the purpose of income and accept the provisions of the New Jersey Workers Compensation and Employers Liability Insurance Manual.

3. Member—In Good Standing. A member shall be in good standing as long as it is licensed to write Workers Compensation and Employers Liability Insurance in New Jersey, complies with these Rules and is not delinquent in the payment of its financial obligations to the Rating Bureau.

4. Withdrawal of Member. A member in good standing may withdraw from membership in the Rating Bureau if it has ceased to write Workers Compensation and Employers Liability Insurance subject to the laws of New Jersey and it has no such policies in effect or has provided for reinsurance of such policies by another member of the Rating Bureau.

5. Cessation of Member. A member not in good standing shall cease to be a member on such date and under such terms as may be fixed by the Commissioner.

6. Obligations of Withdrawing Member. A member which has withdrawn or has been expelled from membership in accordance with these Rules shall not be relieved of its liability for payment of the full amount of its financial obligations to the Rating Bureau which may then have accrued or may thereafter accrue and shall have no right to any part of the assets of the Rating Bureau. It shall continue to furnish the Rating Bureau with such reports and experience as are required of its members.

ORGANIZATION

7. Governing Committee. The Governing Committee shall have overall authority over the activities of the Rating Bureau. It shall carry out the objectives as required by the controlling Statutes, resolutions adopted by the members at annual or special meetings of the Rating Bureau and the rules as set out in this Manual. It shall have power to appoint or remove all officers of the Rating Bureau and to fix their compensation; it shall have supervision and direction over all other committees and may appoint such supplementary committees as it deems necessary.

8. Composition of Governing Committee. The Governing Committee shall be composed of ten directors, six of whom will be members of the Rating Bureau elected by the membership at either the annual meeting or a special election called for this purpose, three shall be public members appointed by the Commissioner, one representing licensed insurance producers, one representing a recognized statewide business organization and one representing a recognized statewide labor organization. The Commissioner or his designee shall serve as an ex-officio, non voting director. Initially, two of the elected directors and one of the appointed directors shall serve for a term of three years; two of the elected directors and one of the appointed directors shall serve for a term of two years; and two of the elected directors and one of the appointed directors shall serve for a term of one year. Thereafter, all board members shall serve for a term of three years.

The Governing Committee shall have a chairman chosen by it from among its members by election at its first meeting following the annual meeting of the Rating Bureau.

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9. Vacancy on Governing Committee. A vacancy on the Governing Committee of a public member shall be filled by an appointment by the Commissioner. A vacancy of a member shall be filled by the remaining members until a successor shall be elected at an annual meeting or a special meeting of the Rating Bureau.

10. Appointment of Subcommittees. The Governing Committee may appoint such subcommittees with such duties as may be necessary to carry on the purposes of the Rating Bureau. Standing subcommittees shall be the Actuarial Subcommittee, the Audit Subcommittee, and the Compensation Subcommittee.

Each subcommittee shall have a chairman chosen by it from among its members by election at its first meeting following the annual meeting of the Rating Bureau. Each subcommittee shall include a public member.

11. Executive Director as Chief Executive Officer. The Executive Director of the Rating Bureau, appointed by the Governing Committee and under its' general supervision, shall be chief executive officer of the Rating Bureau and shall, preside at all meetings except the Governing Committee and the Compensation Subcommittee.

12. Duties of the Executive Director. Under the general supervision of the Governing Committee, the Executive Director shall:

- (a) Enforce these Rules and perform such other duties as may be required for the proper maintenance and operation of the Rating Bureau.
- (b) Cause to be kept a record of all proceedings of the Rating Bureau and its committees.
- (c) Be responsible for all property of the Rating Bureau.
- (d) Receive and carefully keep all monies of the Rating Bureau, disburse the same only for the business of the Rating Bureau and account to the Governing Committee for all such disbursements.
- (e) Sign and endorse, in the name of, and on behalf of, the Rating Bureau, in the transaction of its business, but not otherwise, checks, drafts, notes and bills of exchange, subject to such countersignature as the Governing Committee may determine.
- (f) File with the Department of Banking and Insurance on behalf of the members, a copy of the Rules, and all amendments thereto, under which the Rating Bureau operates, together with such further information concerning the Rating Bureau and its operations as may be required by the Department of Banking and Insurance.
- (g) File annually with the Department of Banking and Insurance, a certified list of the members of the Rating Bureau in good standing.
- (h) File with the Department of Banking and Insurance, on behalf of the members, the Manual of Forms, Rules, Classifications, Rates, Rating and Statistical Plans, together with plans for inspecting and auditing of payrolls and any changes or amendments in such rules, classifications, rates or plans adopted by the Governing Committee.

FINANCES

13. Fiscal Year. The Rating Bureau fiscal year shall be July 1 through June 30.

14. Administrative Sanctions and Special Service Charges. Each member shall pay promptly all proper special service charges pursuant to Part One, Section 7 of this Manual or administrative sanctions imposed by the Rating Bureau as set out below. Special charges and/ or administrative sanctions shall be levied on a member insurer for noncompliance with membership provisions, Manual rules, policy guidelines or written requests of the Rating Bureau. An administrative sanction is deemed to have occurred in each documented case of a member insurer's failure to timely submit:

- Required form, financial data or information filings
- Test audit documents
- Revised audits
- Response to request for information
- Endorsements resulting from Rating Bureau correspondence, inspection, field conference or test audits
- Policies and endorsements filed late or in improper format

The forgoing list is representative, not all inclusive, of the types of infractions subject to administrative sanction charges. "Timely" submission is defined as within 30 days of a written 2nd request from the Rating Bureau, without just cause, unless otherwise defined. Administrative sanction charges shall not be less than \$25 nor exceed \$5,000 per violation. Continued

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violation or failure to pay such charges when rendered may invoke a recommendation for enforcement of Manual rules 1:3-5, "Cessation of Member" and 1:3-6, "Obligations of Withdrawing Member." A member may appeal the imposition of an administration sanction to the Governing Committee.

15. Rating Bureau Budget. Prior to the beginning of each fiscal year, the Governing Committee shall estimate the expense of maintenance and operation of the Rating Bureau for the purpose of determining its budget and on the basis of such estimate shall determine the appropriate adjustment in the provision for Rating Bureau expense included in the manual rates for New Jersey Workers Compensation and Employers Liability Insurance, making due allowance for prior surpluses or deficits in the provision for Rating Bureau expense to the end that there shall be a year to year balance between the amount assessed against the members on the basis of Workers Compensation and Employers Liability Insurance premium writings and the amount produced by the premium rates.

16. Approval of Budget. At least ten (10) days prior to the meeting of the Governing Committee where the budget will be considered, the Governing Committee shall be provided a copy of the proposed budget. The budget, as submitted, shall become effective upon approval of the Governing Committee. Any revision to the budget must be approved by the Governing Committee.

17. Assessments. Assessments for the operation of the Rating Bureau shall be levied on the members as of the first day of the fiscal year and the first day of each ensuing quarter of the fiscal year in proportion to the latest fiscal year report of New Jersey Workers Compensation and Employers Liability Insurance premium writings and in accordance with the budget approved by the Governing Committee. If the assessment of the members in any quarter is not to be based upon the budget approved by the Governing Committee, the approval of the Governing Committee shall be secured before the assessment is levied.

18. Selection of Auditor. At the close of each fiscal year, the Audit Subcommittee shall select an independent auditor to be retained by the Executive Director to audit the accounts of the Rating Bureau for that fiscal year. The report of such auditor shall be required to state, but shall not be limited to:

- (a) The total expense of maintenance and operation of the Rating Bureau in that fiscal year.
- (b) The amount of the income from charges for special services.
- (c) The amount of any other miscellaneous income.
- (d) The amount received through assessment of the members on the basis of New Jersey Workers Compensation and Employers Liability Insurance premium writings.

19. Total Assessment. The net amount determined by the deduction of charges for special services, administrative sanctions and miscellaneous income from the total expense of maintenance and operation of the Rating Bureau shall constitute the final proper total assessment for that fiscal year. Each member's proportion of the total New Jersey Workers Compensation and Employers Liability Insurance premium written in the fiscal year shall determine its liability for the expense of maintenance and operation of the Rating Bureau.

20. Assessment Adjustment. If the liability of any member, as determined in the foregoing paragraph, shall be greater than the total of the quarterly assessments that it paid during the fiscal year, the member shall be billed for, and shall promptly pay, the difference. If the liability of any member so determined shall be less than the total of the quarterly assessments paid by it in the fiscal year, the amount of such excess payments shall be returned to the member as soon as possible thereafter but, unless authorized by the Governing Committee, not before the total of all amounts due from other members has been received by the Rating Bureau.

MEETINGS

21. Vote of Each Member. In all meetings of the Rating Bureau, each member writing Workers Compensation and Employers Liability Insurance in New Jersey shall be represented by a salaried employee and shall be entitled to one vote.

22. Resolutions at Annual of Special Meetings of the Rating Bureau. Except as otherwise provided, and subject to quorum requirements, all resolutions shall be deemed adopted when assented to by vote of the majority of the members present and voting.

23. Location of Meetings of the Rating Bureau. All meetings of the Rating Bureau shall be held in Newark, New Jersey.

24. Annual Meeting of the Rating Bureau. The annual meeting of the Rating Bureau shall be held in May of each year. If the annual meeting for any year shall not be duly called or held, the Governing Committee shall cause a special

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meeting to be held, as soon as possible thereafter, in lieu of, and for the purpose of, such annual meeting, and all proceedings at such special meeting shall have the same force and effect as if taken at the regular annual meeting.

25. Special Meetings of the Rating Bureau. Special meetings of the Rating Bureau may be called at any time by the Chairman of the Governing Committee, or upon written request by three members of the Rating Bureau, stating the subjects which it is desired to have brought before the special meeting.

26. Reserved for Future Use.

27. Notice of Annual of Special Meetings of the Rating Bureau. Notice of meetings of the Rating Bureau shall be given by the Executive Director by mailing, at least ten (10) days before the date fixed for such meetings, postage prepaid, and addressed to each member at its address as it appears upon the records of the Rating Bureau, a written or printed notice stating the place, day, hour, and the purpose of such meeting. The business to be transacted at special meetings of the Rating Bureau shall be limited to the subject or subjects stated in the notice of the meeting.

28. Quorum—Annual or Special Meetings of the Rating Bureau. At all meetings of the Rating Bureau, twenty-five percent (25%) of the members writing Workers Compensation and Employers Liability Insurance and qualified to vote shall constitute a quorum for the transaction of business.

29. Meetings of Governing Committee. A meeting of the Governing Committee, or any subcommittee, may be called at any time by the Chairman of the Governing Committee and may also be called by the Chairman upon written request of any member of such committee. The Governing Committee may also authorize meetings to be held by teleconference and to authorize Governing Committee action by the use of e-mail. Public members of the Governing Committee may be compensated for travel expenses according to Rating Bureau travel policies.

30. Notice of Meeting of Committee. Written notice of each meeting of a committee shall be given by the Rating Bureau by mailing, at least ten (10) days before the date fixed for the meeting, postage prepaid, and addressed to each registered representative or representatives of the members of the committee at the address of such persons as it appears on the Rating Bureau records, stating the place, day and hour of such meeting. The members of a committee may waive the requirement of written notice and may authorize the meeting to be held on shorter notice than ten (10) business days by unanimous agreement.

31. Quorum—Meeting of Committee. A quorum for a meeting of the Governing Committee is 5 members. A quorum for any subcommittee shall be a majority of the members constituting such subcommittee. Meetings should be conducted using the latest edition of Roberts Rules of Order.

32. Majority Vote—Meeting of Committee. The proper business of any committee or subcommittee, once having a quorum, shall be disposed of by vote of a majority of the members represented in the meeting of such committee or subcommittee.

EMPLOYEES

33. Employees Hired by the Executive Director. The Executive Director shall employ such persons as are necessary to carry out the objectives of the Rating Bureau, provided, however, that the Governing Committee shall approve the appointment of any Director and may from time to time specify an annual salary in excess of which no person shall be employed without its specific approval.

34. Employees Bonded. The Executive Director and such employees of the Rating Bureau as the Governing Committee may designate, shall give bond, to be paid for by the Rating Bureau, in such sum as the Governing Committee may determine for the faithful and honest discharge of their duties and for the faithful and honest receipt, custody, and disbursement of the funds of the Rating Bureau.

35. Indemnification.

- (a) Any person or insurer made or threatened to be made a party to any action, suit or proceeding, because such person or insurer was a member, or served on a committee, or was an officer or employee of the Rating Bureau shall be indemnified against all judgments, fines, amounts paid in settlement, reasonable costs and expenses including attorney's fees and any other liabilities that may be incurred as a result of such action, suit or proceeding, or threatened action, suit or proceeding, except in relation to matters as to which he or it shall be adjudged in such action, suit or proceeding to be liable by reason of willful misconduct in the performance of his or its duties or obligations to the Rating Bureau and, with respect to any criminal actions or proceedings, except when such person or insurer had reasonable cause to believe that his or its conduct was unlawful. Such indemnification shall be provided whether or not such person or insurer is a member or is holding office or is employed at the time of such action, suit

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or proceeding and whether or not any such liability is incurred prior to the adoption of this Rule. Such indemnification shall not be exclusive of other rights such person or insurer may have and shall pass to the successors, heirs, executors or administrators of such person or insurer. The termination of any such civil or criminal action, suit or proceeding by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not in itself create a presumption that any such person or insurer was liable by reason of willful misconduct or that he or it had reasonable cause to believe that his or its conduct was unlawful. If any such action, suit or proceeding is compromised, it must be with the approval of the Governing Committee and the Commissioner.

- (b) In each instance in which a question of indemnification arises, entitlement thereto, pursuant to the conditions set forth in Part (a) of this Rule, shall be determined by the Governing Committee and the Commissioner which shall also determine the time and manner of payment of such indemnification; provided, however, that a person or insurer who or which has been wholly successful, on the merits or otherwise, in the defense of a civil or criminal action, suit or proceeding of the character described in Part (a) of this Rule shall be entitled to indemnification as authorized in such part. Nothing herein shall be deemed to bind a person or insurer who or which the Governing Committee and the Commissioner has determined not to be entitled to indemnification, or to preclude such person or insurer from asserting the right to such indemnification by legal proceedings. Such indemnification as is herein provided shall be apportioned among all members of the Rating Bureau, including any named in any such action, suit or proceeding pursuant to Rules 17,19, and 20 of these Rules.

36. Data Confidentiality. In order to fulfill its statutory role as the ratemaking authority for workers compensation in the State of New Jersey, the Rating Bureau requires that its members (and/or its duly authorized third-party administrators) submit policy data; unit statistical data; medical call data; detail claim information data; aggregate financial data; first/subsequent reports of injury data; expense experience data; and other data to the Rating Bureau, which may contain information considered by the members to be confidential and/or proprietary under federal or state law. The Rating Bureau acknowledges that the aforesaid data is a valuable asset to its members, and agrees to use and disclose such data only to fulfill its statutory obligations and regulatory requirements.

The Rating Bureau will take commercially reasonable measures to prevent the disclosure of confidential and/or proprietary data, unless such information is already within the public domain through no fault of the Rating Bureau; was requested by a public regulator or legislator; or must otherwise be disclosed pursuant to a valid subpoena, court order or Open Public Records Act request. The Rating Bureau will endeavor to provide written notice to the affected member(s) of requests for data that might contain confidential and/or proprietary information, prior to the release of such data. Members providing data to the Rating Bureau do not waive any ownership rights or other legal interests that they may have in such data.

37. Amendments. These Rules may be amended or repealed, and new Rules adopted, at any regular meeting of the Governing Committee, or at any special meeting called for the purpose, by a majority vote of all members of the Rating Bureau who write Workers Compensation and Employers Liability Insurance provided that such proposed amendment, repealer, or new Rule, shall be submitted to the members of the Rating Bureau at least ten (10) days in advance of such meeting.

38. Acceptance of Rules. Each member shall furnish the Rating Bureau its acceptance of membership in the Rating Bureau and of these Rules, signed by an officer of said member.

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PART 1

SECTION 4. MEMBERSHIP IN THE RATING BUREAU

N.J.S.A. 34:15-90.1a requires, in part, that every company authorized to write Workers Compensation and Employers Liability Insurance in the State shall maintain membership in the Compensation Rating and Inspection Bureau.

1A. List of Members of the Rating Bureau showing the selected Premium Discount Schedule. The pages in this Section are reprinted quarterly following any change so as to keep the published list of member companies and the selected discounts on an up-to-date basis. If there is no change during the preceding quarter, the pages are not reprinted.

Selected Discount	Name of Company	Home Office
Y	Acadia Insurance Company	Westbrook, ME 04092
*	Acceptance Indemnity Insurance Company	Raleigh, NC 04092
Y	Accident Fund General Insurance Company	Lansing, MI 48933
Y	Accident Fund Insurance Company of America	Lansing, MI 48933
Y	Accident Fund National Insurance Company	Lansing, MI 48933
Y	ACE American Insurance Company	Philadelphia, PA 19192
Y	ACE Fire Underwriters Insurance Company	Philadelphia, PA 19192
X	ACE Property and Casualty Insurance Company	Philadelphia, PA 19192
X	ACIG Insurance Company	Richardson, TX 75080
Y	Accredited Surety and Casualty Company Inc	Orlando, FL 84157
Y	Admiral Insurance Company	Wilmington, DE 19801
Y	Affiliated F M Insurance Company	Johnston, RI 02919
X	AIG Property Insurance Company	New York, NY 10038
X	AIU Insurance Company	New York, NY 10038
*	Alamance Insurance Company	Hartford, CT 27215
Y	Alea North America Insurance Company	Farmington, CT 06032
Y	All America Insurance Company	Van Wert, OH 45891
Y	Allianz Global Risks US Insurance Company	Burbank, CA 91510
X	Allied Eastern Indemnity Company	Lancaster, PA 17603
Y	Allmerica Financial Alliance Insurance Company	Worcester, MA 01653
Y	‡ Allmerica Financial Benefit Insurance Company	Worcester, MA 01653
*	Allstate New Jersey Insurance Company	Northbrook, IL 60062
Y	Allstate Northbrook Indemnity Company	St Paul, MN 55102
Y	American Alternative Insurance Corporation	Princeton, NJ 08540
Y	American Automobile Insurance Company	Hartford, CT 06183
X	‡ American Casualty Company of Reading PA	Chicago, IL 60606
Y	American Compensation Insurance Company	Columbus, OH 43272
Y	‡ American European Insurance Company	Mount Laurel, NJ 08054
Y	American Family Home Insurance Company	Princeton, NJ 08540
Y	American Fire and Casualty Company	Fairfield, OH 45011
Y	American Guarantee and Liability Insurance Company	Schaumburg, IL 60196
X	American Home Assurance Company	New York, NY 10038
Y	American Insurance Company (The)	Minneapolis, MN 55416
*	‡ American Liberty Insurance Company	Wayzata, MN 55391
Y	American Millennium Insurance Company	Bridgewater, NJ 08807
Y	American Modern Home Insurance Company	Princeton, NJ 08540
*	American Modern Property and Casualty Insurance Company	Amelia, OH 45102
Y	American Property Insurance Company	New York, NY 10016
X	American States Insurance Company	Waukesha, WI 53188
Y	American Zurich Insurance Company	Schaumburg, IL 60196
*	Americas Insurance Company	New Orleans, LA 70130
Y	Amerisure Insurance Company	Farmington Hills, MI 48333
Y	Amerisure Mutual Insurance Company	Farmington Hills, MI 48333
Y	‡ Ameritrust Insurance Corporation	Southfield, MI 48034
Y	‡ AmGuard Insurance Company	Wilkes-Barre, PA 18703
X	Amica Mutual Insurance Company	Providence, RI 02940

* to be determined

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List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount	Name of Company	Home Office
Y	AmTrust Insurance Company	Cleveland, OH 44114
*	Arch Indemnity Insurance Company	Jersey City, NJ 07311
Y	Arch Insurance Company	Jersey City, NJ 07311
Y	Argonaut Great Central Insurance Company	San Antonio, TX 78246
Y	Argonaut Insurance Company	San Antonio, TX 78246
Y	‡ Argonaut Midwest Insurance Company	San Antonio, TX 78246
X	ARI Casualty Company	Cleveland, OH 44114
X	‡ ARI Insurance Company	Cleveland, OH 44114
Y	Arrowood Indemnity Company	Charlotte, NC 28273
*	Ascot Insurance Company	Red Bank, NJ 07701
X	Associated Indemnity Corporation	Minneapolis, MN 55416
*	AtHome Insurance Company	Woodbridge, NJ 07095
Y	‡ Atlantic Employers Insurance Company	Philadelphia, PA 19192
Y	‡ Atlantic Specialty Insurance Company	Plymouth, MN 55442
X	Automobile Insurance Company of Hartford (The)	Hartford, CT 06156
Y	AXA Insurance Company	New York, NY 10004
*	AXA Corporate Solutions Reinsurance Company	Jersey City, NJ 07310
Y	Axis Reinsurance Company	Charlotte, NC 28273
Y	Balboa Insurance Company	Irvine, CA 92713
X	Bankers Standard Insurance Company	Philadelphia, PA 19192
Y	Beacon Insurance Company of America	Worcester, MA 01653
X	‡ Bedivere Insurance Company	Quincy, MA 02169
Y	Benchmark Insurance Company	Wayzata, MN 55391
Y	Berkley Casualty Company	Birmingham, AL 35209
*	Berkley Insurance Company	Greenwich, CT 06830
Y	Berkley National Insurance Company	Urbandale, IA 50322
Y	Berkley Regional Insurance Company	Urbandale, IA 50322
Y	‡ Berkshire Hathaway Direct Insurance Company	Wilkes-Barre, PA 18702
X	‡ Berkshire Hathaway Homestate Insurance Company	San Francisco, CA 94111
Y	BITCO General Insurance Corporation	Davenport, IA 52807
X	BITCO National Insurance Company	Davenport, IA 52807
X	Blackboard Insurance Company	New York, NY 10038
*	Bloomington Compensation Insurance Company	Columbus, OH 43272
Y	BrickStreet Mutual Insurance Company	Charleston, WV 25301
Y	Brotherhood Mutual Insurance Company	Fort Wayne, IN 46825
X	‡ California Insurance Company	Foster City, CA 94404
*	Capitol Indemnity Corporation	Middleton, WI 53562
Y	Carolina Casualty Insurance Company	Manassas, VA 20110
*	Caterpillar Insurance Company	Nashville, TX 37203
*	Catlin Insurance Company Inc	Atlanta, GA 30326
Y	Cedar Insurance Company	New York, NY 10005
X	Central Mutual Insurance Company	Van Wert, OH 45891
Y	‡ Centre Insurance Company	New York, NY 10005
X	Century Indemnity Company	Philadelphia, PA 19192
*	Cerity Insurance Company	Austin, TX 78767
Y	Charter Oak Fire Insurance Company (The)	Hartford, CT 06183
Y	Cherokee Insurance Company	Sterling Heights, MI 48310
Y	Chubb Indemnity Insurance Company	Whitehouse Station, NJ 08889
Y	Chubb Insurance Company of New Jersey	Whitehouse Station, NJ 08889
Y	Chubb National Insurance Company	Whitehouse Station, NJ 08889
X	Church Mutual Insurance Company S.I.	Merril, WI 54452-0357
Y	Cincinnati Casualty Company (The)	Fairfield, OH 45250
Y	Cincinnati Indemnity Company (The)	Fairfield, OH 45250
Y	Cincinnati Insurance Company	Fairfield, OH 45250
Y	‡ Citizens Insurance Company of America	Worcester, MA 01653

* to be determined

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List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount	Name of Company	Home Office
Y	City National Insurance Company	Bala Cynwyd, PA 19004
Y	Clarendon National Insurance Company	New York, NY 10022
Y	Clear Spring Property and Casualty Company	Boca Raton, FL 33432
*	CM Regent Insurance Company	Mechanicsburg, PA 17050
*	Colonial American Casualty Surety Company	Schaumburg, IL 60196
X	Commerce and Industry Insurance Company	New York, NY 10038
X	Continental Casualty Company	Chicago, IL 60606
X	‡ Continental Indemnity Company	Foster City, CA 94404
Y	Continental Insurance Company (The)	Chicago, IL 60606
Y	Continental Insurance Company of New Jersey (The)	Chicago, IL 60606
*	Continental Western Insurance Company	Urbandale, IA 50322
Y	Countryway Insurance Company	Syracuse, NY 13221
X	Crum and Forster Indemnity Company	Morristown, NJ 07962
X	‡ Crum and Forster Insurance Company	Morristown, NJ 07962
*	CSAA Affinity Insurance Company	Walnut Creek, CA 94597
Y	Cumberland Insurance Company Inc	Bridgeton, NJ 08302
*	Dakota Truck Underwriters	Sioux Falls, SD 57103
X	Diamond State Insurance Company	Bala Cynwyd, PA 19004
*	Direct National Insurance Company	Houston, TX 77040
Y	Discover Property and Casualty Insurance Company	Hartford, CT 06183
*	Drive New Jersey Insurance Company	Cleveland, OH 44101
Y	Eastern Advantage Assurance Company	Lancaster, PA 17603
Y	Eastern Alliance Insurance Company	Lancaster, PA 17603
Y	‡ EastGuard Insurance Company	Wilkes-Barre, PA 18703
*	Electric Insurance Company	Beverly, MA 01915
X	EMC Property and Casualty Insurance Company	Des Moines, IA 50309
X	EMCASCO Insurance Company	Des Moines, IA 50309
Y	Employers Assurance Company	Reno, NV 89521
Y	Employers Compensation Insurance Company	Reno, NV 89521
X	Employers Insurance Company of Wausau	Wausau, WI 54401
X	Employers Mutual Casualty Company	Des Moines, IA 50309
Y	Employers Preferred Insurance Company	Reno, NV 89521
Y	EmPro Insurance Company	New York, NY 10011
*	Endurance American Insurance Company	Purchase, NY 10577
*	Endurance Assurance Corporation	Purchase, NY 10577
Y	Euler American Credit Indemnity Company	Baltimore, MD 21202
X	Everest Denali Insurance Company	Liberty Corner, NJ 07938
X	‡ Everest National Insurance Company	Liberty Corner, NJ 07938
X	Everest Premier Insurance Company	Liberty Corner, NJ 07938
*	Excalibur Reinsurance Company	Philadelphia, PA 19103
X	Excelsior Insurance Company	Waukesha, WI 53188
*	Executive Risk Indemnity Inc	Whitehouse Station, NJ 08889
Y	Explorer Insurance Company	San Diego, CA 92130
Y	Falls Lake National Insurance Company	Raleigh, NC 27624
Y	‡ Farm Family Casualty Insurance Company	Albany, NY 12201
Y	Farmers Insurance Company of Flemington	Flemington, NJ 08822
Y	Farmers Insurance Exchange	Grand Rapids, MI 49501
Y	Farmers Mutual Fire Insurance Company of Salem County	Salem, NJ 08079
X	Farmington Casualty Company	Hartford, CT 06183
Y	Federal Insurance Company	Whitehouse Station, NJ 08889
Y	Federated Mutual Insurance Company	Owatonna, MN 55060
Y	Federated Reserve Insurance Company	Owatonna, MN 55060
X	Federated Rural Electric Insurance Exchange	Lenexa, KS 66214
Y	‡ Fidelity and Guaranty Insurance Company	St Paul, MN 55102

* to be determined

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List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount		Name of Company	Home Office
Y	‡	Fidelity and Guaranty Insurance Underwriters, Inc	Hartford, CT 06183
Y		Fidelity - Deposit Company of Maryland	Schaumburg, IL 60196
*		Finial Reinsurance Company	Stamford, CT 06901
*		Fire Insurance Exchange	Woodland Hills, CA 91367
Y		Fireman's Fund Indemnity Corporation	Minneapolis, MN 55416
Y		Fireman's Fund Insurance Company	Minneapolis, MN 55416
Y		Firemens Insurance Company of Washington, DC	Richmond, VA 23261
*		First Dakota Indemnity Company	Sioux Falls, SD 57109
*		First Financial Insurance Company	Burlington, NC 27215
X		First Liberty Insurance Corporation	Wausau, WI 54401
Y		First National Insurance Company of America	Waukesha, WI 53188
Y		First Nonprofit Insurance Company	Cleveland, OH 44114
Y	‡	Firstline Insurance Company	Bel Air, MD 21014
Y	‡	Fitchburg Mutual Insurance Company	Dedham, MA 02026
Y	‡	Florists' Mutual Insurance Company	Edwardsville, IL 62025
Y		FMI Insurance Company	Branchville, NJ 07826
*		Founders Insurance Company	Des Plaines, IL 60018
*		Frankenmuth Mutual Insurance Company	Frankenmuth, MI 48787
Y		Franklin Mutual Insurance Company	Branchville, NJ 07826
Y		Frank Winston Crum Insurance Company	Clearwater, FL 33756
Y		General Casualty Company of Wisconsin	Sun Prairie, WI 53596
X		General Insurance Company of America	Waukesha, WI 53188
*		General Security National Insurance Company	New York, NY 10038
Y		General Star National Insurance Company	Stamford, CT 06904
X	‡	Genesis Insurance Company	Stamford, CT 06904
*		Glencar Insurance Company	Itasca, IL 60143
X		Granite State Insurance Company	New York, NY 10038
X		Graphic Arts Mutual Insurance Company	Utica, NY 13503
Y		Gray Insurance Company (The)	Metairie, LA 70009
Y	‡	Great American Alliance Insurance Company	Cincinnati, OH 45202
Y	‡	Great American Assurance Company	Cincinnati, OH 45202
Y	‡	Great American Insurance Company	Cincinnati, OH 45202
Y	‡	Great American Insurance Company of NY	Cincinnati, OH 45202
Y		Great American Spirit Insurance Company	Cincinnati, OH 45202
*		Great Bay Insurance Company	West Atlantic City, NJ 08232
Y		Great Divide Insurance Company	Chicago, IL 60661
Y		Great Midwest Insurance Company	Houston, TX 77024
X		Great Northern Insurance Company	Whitehouse Station, NJ 08889
Y		Great West Casualty Company	South Sioux City, NE 68776
Y		Greater New York Mutual Insurance Company	New York, NY 10016
Y		Greenwich Insurance Company	Stamford, CT 06902
*		GuideOne Elite Insurance Company	West Des Moines, IA 50265
Y		GuideOne Mutual Insurance Company	West Des Moines, IA 50265
*		GuideOne Specialty Mutual Insurance Company	West Des Moines, IA 50265
Y		Hanover American Insurance Company (The)	Worcester, MA 01653
Y	‡	Hanover Insurance Company (The)	Worcester, MA 01653
Y		Harco National Insurance Company	Schaumburg, IL 60168
Y	‡	Harford Mutual Insurance Company	Bel Air, MD 21014
Y		Harleysville Insurance Company	Harleysville, PA 19438
Y		Harleysville Insurance Company of New Jersey	Harleysville, PA 19438
Y		Harleysville Preferred Insurance Company	Harleysville, PA 19438
Y		Harleysville Worcester Insurance Company	Harleysville, PA 19438
X		Hartford Accident and Indemnity Company	Hartford, CT 06155
Y		Hartford Casualty Insurance Company (The)	Hartford, CT 06155
X		Hartford Fire Insurance Company (The)	Hartford, CT 06155

* to be determined

Effective April 1, 2021

List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount	Name of Company	Home Office
X	Hartford Insurance Company of the Midwest	Hartford, CT 06155
X	Hartford Underwriters Insurance Company	Hartford, CT 06155
X	HDI-Global America Insurance Company	Chicago, IL 60601
X	Hereford Insurance Company	Long Island City, NY 11101
*	High Point Preferred Insurance Company	Red Bank, NJ 07701
Y	‡ Highlands Insurance Company	Houston, TX 77042
Y	Highmark Casualty Insurance Company	Pittsburgh, PA 15220
Y	Hiscox Insurance Company Inc	Chicago, IL 60603
*	Homesite Insurance Company	Boston, MA 02110
Y	‡ Homestead Insurance Company	Avon, CT 06001
*	Housing Authority Property Insurance A Mutual Company	Cheshire, CT 06410
*	Hudson Insurance Company	New York, NY 10007
X	‡ Illinois Insurance Company	Foster City, CA 94404
X	Illinois National Insurance Company	New York, NY 10038
Y	‡ Imperium Insurance Company	Houston, TX 77024
Y	‡ Indemnity Insurance Company of North America	Philadelphia, PA 19106
X	Indiana Insurance Company	Waukesha, WI 53188
X	Infinity Assurance Insurance Company	Birmingham, AL 35283
Y	Insurance Company of Greater New York	New York, NY 10016
Y	Insurance Company of North America	Philadelphia, PA 19192
Y	Insurance Company of the State of Pennsylvania (The)	New York, NY 10038
Y	Insurance Company of the West	San Diego, CA 92130
Y	Intrepid Insurance Company	Hamilton Square, NJ 08690
*	Key Risk Insurance Company	Greensboro, NC 27419
*	Koa Fire and Marine Insurance Company Ltd	New York, NY 10022
Y	Kookmin Best Insurance Company Ltd	Fort Lee, NJ 07024
Y	Lancer Indemnity Company	Long Beach, NY 11561
*	Lancer Insurance Company	Long Beach, NY 11561
Y	Liberty Insurance Corporation	Wausau, WI 54401
Y	Liberty Insurance Underwriters Inc	Wausau, WI 54401
Y	Liberty Mutual Fire Insurance Company	Wausau, WI 54401
X	Liberty Mutual Insurance Company	Wausau, WI 54401
Y	‡ Liberty Mutual Mid-Atlantic Insurance Company	Waukesha, WI 53188
*	Lio Insurance Company	Cypress, CA 90630
X	Lion Insurance Company	Holiday, FL 34691
Y	LM Insurance Corporation	Wausau, WI 54401
Y	‡ Lumber Mutual Insurance Company	Framingham, MA 01701
Y	Lumbermens Underwriting Alliance	Boca Raton, FL 33432
X	MAG Mutual Insurance Company	Atlanta, GA 30305
Y	Main Street America Assurance Company	Jacksonville, FL 32256
Y	‡ Maine Employers Mutual Insurance Company	Portland, ME 04104
X	Manufacturers Alliance Insurance Company	Blue Bell, PA 19422
*	Markel Global Reinsurance Company	Bernardsville, NJ 07924
Y	Markel Insurance Company	Glen Allen, VA 23060
Y	‡ Massachusetts Bay Insurance Company	Worcester, MA 01653
Y	‡ MEMIC Casualty Company	Portland, ME 04104
Y	‡ MEMIC Indemnity Company	Portland, ME 04104
Y	Mercer Insurance Company	Cedar Rapids, IA 52401
Y	Mercer Insurance Company of New Jersey Inc	Pennington, NJ 08534
Y	Merchants Mutual Insurance Company	Buffalo, NY 14240
Y	‡ Merchants Preferred Insurance Company	Buffalo, NY 14202
Y	Meridian Security Insurance Company	Columbus, OH 43272
X	MIC Property and Casualty Corporation	Detroit, MI 48202

* to be determined

Effective April 1, 2021

List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount	Name of Company	Home Office
Y	Mid-Century Insurance Company	Grand Rapids, IA 52401
Y	‡ Middlesex Insurance Company	Stevens Point, WI 54481
Y	Midwest Employers Casualty Company	Chesterfield, MO 63017
*	Midwestern Indemnity Company	Waukesha, WI 53188
Y	Milford Casualty Insurance Company	Cleveland, OH 44114
Y	Mission American Insurance Company	San Francisco, CA 94126
Y	‡ Mitsui Sumitomo Insurance Company of America	Warren, NJ 07059
Y	‡ Mitsui Sumitomo Insurance USA Inc	Warren, NJ 07059
Y	‡ Motorists Commercial Mutual Insurance Company	Charleston, WV 25301
*	Motors Insurance Corporation	Detroit, MI 48202
Y	National American Insurance Company	Chandler, OK 74834
Y	National Casualty Company	Des Moines, IA 50391
Y	National Fire Insurance Company of Hartford	Chicago, IL 60606
Y	National Interstate Insurance Company	Richfield, OH 44286
Y	National Interstate Insurance Company of Hawaii Inc	Richfield, OH 44286
Y	‡ National Liability and Fire Insurance Company	Stamford, CT 06911
Y	National Specialty Insurance Company	Bedford, TX 76021
Y	National Surety Corporation	Minneapolis, MN 55416
X	National Union Fire Insurance Company of Pittsburgh PA	New York, NY 10038
Y	Nationwide Agribusiness Insurance Company	Harleysville, PA 19438
*	Nationwide Assurance Company	Harleysville, PA 19438
★ *	Nationwide Insurance Company of America	Harleysville, PA 19438
*	Nationwide General Insurance Company	Harleysville, PA 19438
Y	Nationwide Mutual Fire Insurance Company	Harleysville, PA 19438
Y	‡ Nationwide Mutual Insurance Company	Harleysville, PA 19438
★ *	Nationwide Property and Casualty Company	Harleysville, PA 19438
X	‡ Netherlands Insurance Company (The)	Waukesha, WI 53188
*	New England Insurance Company	Hartford, CT 06155
X	New Hampshire Insurance Company	New York, NY 10038
X	New Jersey Casualty Insurance Company	West Trenton, NJ 08628
X	New Jersey Indemnity Insurance Company	West Trenton, NJ 08628
Y	New Jersey Manufacturers Insurance Company	West Trenton, NJ 08628
Y	New Jersey Re-Insurance Company	West Trenton, NJ 08628
Y	New York Marine and General Insurance Company	Morristown, NJ 07960
*	NGM Insurance Company	Jacksonville, FL 32256
*	Norfolk and Dedham Mutual Fire Insurance Company	Dedham, MA 02026
Y	NorGUARD Insurance Company	Wilkes-Barre, PA 18703
*	Normandy Insurance Company	Deerfield Beach, FL 33441
Y	North American Elite Insurance Company	Manchester, NH 03101
Y	‡ North American Specialty Insurance Company	Manchester, NH 03101
Y	North Pointe Insurance Company	Sun Prairie, WI 53596
X	‡ North River Insurance Company	Morristown, NJ 07962
X	NorthStone Insurance Company	Charleston, WV 25301
Y	Nova Casualty Company	Worcester, MA 01653
X	‡ Oak River Insurance Company	San Francisco, CA 94111
Y	OBI America Insurance Company	Plymouth, MN 55442
Y	OBI National Insurance Company	Plymouth, MN 55442
Y	Occidental Fire and Casualty Company	Raleigh, NC 27605
X	Ohio Casualty Insurance Company (The)	Fairfield, OH 45011
Y	Ohio Farmers Insurance Company	Westfield, OH 44251
X	Ohio Security Insurance Company	Fairfield, OH 45011
Y	Old Republic Insurance Company	Chicago, IL 60601
Y	Old Republic General Insurance Corporation	Chicago, IL 60601
*	OneBeacon Specialty Insurance Company	Harrisburg, PA 17101
X	Pacific Employers Insurance Company	Los Angeles, CA 90005

* to be determined

Effective April 1, 2021

List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount		Name of Company	Home Office
Y	‡	Pacific Indemnity Company	Los Angeles, CA 90005
*		Pacific Pioneer Insurance Company	Cypress, CA 90630
Y	‡	Paramount Insurance Company	New York, NY 10001
Y		Pawtucket Insurance Company	Pawtucket, RI 02862
Y		Peerless Indemnity Insurance Company	Waukesha, WI 53188
X	‡	Peerless Insurance Company	Waukesha, WI 53188
Y		Penn Millers Insurance Company	Wilkes-Barre, PA 18773
Y	‡	Penn National Security Insurance Company	Harrisburg, PA 17105
X		Pennsylvania Insurance Company	Canton, MA 02021
Y	‡	Pennsylvania Lumbermens Mutual Insurance Company	Philadelphia, PA 19105
Y		Pennsylvania Manufacturers Association Insurance Company	Blue Bell, PA 19422
Y		Pennsylvania Manufacturers Indemnity Company	Blue Bell, PA 19422
Y	‡	Pennsylvania National Mutual Casualty Insurance Company	Harrisburg, PA 17105
Y		Petroleum Casualty Company	Spring, TX 77389
Y	‡	Pharmacists Mutual Insurance Company	Algona, IA 50511
Y		Phoenix Insurance Company	Hartford, CT 06183
X		PinnaclePoint Insurance Company	Charleston, WV 25301
Y	‡	Platte River Insurance Company	Madison, WI 53705
X		Praetorian Insurance Company	Sun Prairie, WI 53596
*		Preferred Employers Insurance Company	San Diego, CA 92123
Y		Preferred Mutual Insurance Company	New Berlin, NY 13411
Y		Preferred Professional Insurance Company	Omaha, NE 68154
Y		Princeton Insurance Company	Princeton, NJ 08543
Y		Progressive Garden State Insurance Company	Salem, NJ 08079
X		Property and Casualty Insurance Company of Hartford	Hartford, CT 06155
Y		Protective Insurance Company	Carmel, IN 46032
Y	‡	Providence Washington Insurance Company	East Providence, RI 02903
Y		Public Service Insurance Company	New York, NY 10001
X		QBE Insurance Corporation	Sun Prairie, WI 53596
Y	‡	Quincy Mutual Fire Insurance Company	Quincy, MA 02269
Y		Rampart Insurance Company	New York, NY 10005
X	‡	Redwood Fire and Casualty Insurance Company	San Francisco, CA 94111
Y		Regent Insurance Company	Sun Prairie, WI 53596
Y		Republic-Franklin Insurance Company	Utica, NY 13503
Y		RepWest Insurance Company	Phoenix, AZ 85004
Y		Riverport Insurance Company	Manassas, VA 20110
*	‡	RLI Insurance Company	Peoria, IL 61615
Y		Rochdale Insurance Company	Cleveland, OH 44114
*		Rockwood Casualty Insurance Company	Rockwood, PA 15557
*		R.V.I. National Insurance Company	Dallas, TX 75374
Y		SAFECO Insurance Company of America	Waukesha, WI 53188
Y		Safety First Insurance Company	St. Louis, MO 63146
Y	‡	Safety National Casualty Company	St. Louis, MO 63146
Y		Sagamore Insurance Company	Carmel, IN 46032
Y	‡	St. Paul Fire and Marine Insurance Company	Hartford, CT 06183
Y	‡	St. Paul Mercury Insurance Company	Hartford, CT 06183
Y		St. Paul Protective Insurance Company	Hartford, CT 06183
Y		Samsung Fire and Marine Insurance Company, Ltd.	Ridgefield Park, NJ 07660
*		Scottsdale Indemnity Company	Columbus, OH 43215
Y		Selective Casualty Insurance Company	Hamilton, NJ 08690
Y	‡	Selective Fire and Casualty Insurance Company	Hamilton, NJ 08690
Y		Selective Insurance Company of America	Hamilton, NJ 08690
Y		Selective Insurance Company of New England	Hamilton, NJ 08690

* to be determined

Effective April 1, 2021

List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount	Name of Company	Home Office
Y	Selective Insurance Company of New York	Hamilton, NJ 08690
Y	‡ Selective Insurance Company of South Carolina	Hamilton, NJ 08690
X	Selective Insurance Company of the Southeast	Hamilton, NJ 08690
Y	Selective Way Insurance Company	Hamilton, NJ 08690
Y	Seneca Insurance Company Inc	New York, New York 10038
Y	Sentinel Insurance Company, Ltd.	Hartford, CT 06155
★ Y	Sentry Casualty Company	Stevens Point, WI 54481
Y	Sentry Insurance Company	Stevens Point, WI 54481
Y	‡ Sentry Select Insurance Company	Stevens Point, WI 54481
Y	Service American Indemnity Company	Austin, TX 78731
*	Sequoia Insurance Company	Cleveland, OH 44114
Y	Sirius America Insurance Company	New York, NY 10005
Y	Sompo America Fire and Marine Insurance Company	Charlotte, NC 28277
Y	Sompo America Insurance Company	Charlotte, NC 28277
Y	Specialty Surplus Insurance Company	Red Bank, NJ 07701
X	Standard Fire Insurance Company (The)	Hartford, CT 06183
Y	StarNet Insurance Company	Manassas, VA 20110
X	Star Insurance Company	Southfield, MI 48034
Y	‡ Starr Indemnity and Liability Company Inc	Boston, MA 02110
Y	‡ Starr Specialty Insurance Company	Dallas, TX 75225
Y	StarStone National Insurance Company	Seattle, WA 98101
Y	State Auto Property and Casualty Insurance Company	Columbus, OH 43272
Y	State Automobile Mutual Insurance Company	Columbus, OH 43272
Y	State Farm Fire and Casualty Company	Atlanta, GA 30340
Y	State Farm General Insurance Company	Atlanta, GA 30340
Y	State National Insurance Company Inc	Bedford, TX 76021
Y	Stonington Insurance Company	Sun Prairie, WI 53596
Y	‡ Strathmore Insurance Company	New York, NY 10016
Y	SummitPoint Insurance Company	Charleston, WV 25301
Y	Synergy Comp Insurance Company	Sharon, PA 16146
★ Y	21st Century Centennial Insurance Company	Wilmington, DE 19803
Y	‡ Technology Insurance Company	Cleveland, OH 44114
X	T.H.E. Insurance Company	Baton Rouge, LA 70816
Y	TIG Insurance Company	Manchester, NH 03101
Y	‡ TNUS Insurance Company	Jersey City, NJ 07310
Y	Toa Reinsurance Company of America	Morristown, NJ 07962
Y	‡ Tokio Marine America Insurance Company	Jersey City, NJ 07310
Y	‡ Transguard Insurance Company of America Inc	Kansas City, MO 64153
Y	‡ Trans Pacific Insurance Company	Jersey City, NJ 07310
Y	Transport Insurance Company	Boston, MA 02110
X	Transportation Insurance Company	Chicago, IL 60606
Y	‡ Travelers Casualty Company (The)	Hartford, CT 06183
X	Travelers Casualty Company of Connecticut (The)	Hartford, CT 06183
X	Travelers Casualty Insurance Company of America	Hartford, CT 06183
Y	Travelers Casualty and Surety Company (The)	Hartford, CT 06183
X	Travelers Casualty and Surety Company of America (The)	Hartford, CT 06183
*	Travelers Commercial Casualty Insurance Company (The)	Hartford, CT 06183
X	Travelers Commercial Insurance Company (The)	Hartford, CT 06183
Y	‡ Travelers Constitution State Insurance Company	Hartford, CT 06183
Y	Travelers Indemnity Company (The)	Hartford, CT 06183
Y	‡ Travelers Indemnity Company of America (The)	Hartford, CT 06183
Y	‡ Travelers Indemnity Company of Connecticut (The)	Hartford, CT 06183
Y	Travelers Property Casualty Company of America (The)	Hartford, CT 06183
Y	Tri-State Insurance Company of Minnesota	Urbandale, IA 50322
Y	Truck Insurance Exchange	Grand Rapids, MI 49501
Y	Trumbull Insurance Company	Hartford, CT 06155

* to be determined

Effective April 1, 2021

List of Members of the Rating Bureau showing the selected Premium Discount Schedule continued

Selected Discount	Name of Company	Home Office
Y	Twin City Fire Insurance Company	Hartford, CT 06155
Y	Union Insurance Company	Urbandale, IA 50322
X	Union Insurance Company of Providence	Des Moines, IA 50309
Y	U.S. Specialty Insurance Company	Houston, TX 77040
Y	United Fire & Casualty Company	Cedar Rapids, IA 52407
Y	United National Casualty Insurance Company	Mt. Vernon, IN 47620
Y	‡ United States Fidelity and Guaranty Company	Hartford, CT 06183
Y	United States Fire Insurance Company	Morristown, NJ 07962
Y	United States Liability Insurance Company	Wayne, PA 19087
Y	United Wisconsin Insurance Company	Lansing, MI 48933
Y	Unitrin Auto and Home Insurance Company	New York, NY 10048
Y	‡ Unitrin Preferred Insurance Company	New York, NY 10048
Y	Universal Underwriters Insurance Company	Schaumburg, IL 60196
*	Universal Underwriters of Texas Insurance Company	Schaumburg, IL 60196
★ Y	UPMC Health Benefits Inc	Pittsburgh, PA 15219
*	UPMC Work Alliance Inc	Pittsburgh, PA 15219
X	Utica Mutual Insurance Company	Utica, NY 13503
*	Utica National Assurance Company	New Hartford, NY 13413
Y	Utica National Insurance Company of Ohio	Columbus, OH 43219
Y	Valley Forge Insurance Company	Chicago, IL 60606
Y	VanLiner Insurance Company	Richfield, OH 44286
*	Victoria Fire and Casualty Company	Columbus, OH 43215
Y	Vigilant Insurance Company	Whitehouse Station, NJ 08889
*	Virginia Insurance Reciprocal (The)	Glen Allen, VA 23060
Y	Virginia Surety Company Inc	Glenview, IL 60025
Y	Washington International Insurance Company	Phoenix, AZ 85018
*	Watford Insurance Company	Morristown, NJ 07962
Y	Wausau Business Insurance Company	Wausau, WI 54401
Y	Wausau Underwriters Insurance Company	Wausau, WI 54401
Y	WCF National Insurance Company	Salt Lake City, UT 84157
*	Wellfleet Insurance Company	Fort Wayne, IN 46835
Y	Wellfleet New York Insurance Company	Suwanee, GA 30322
Y	‡ Wesco Insurance Company	Cleveland, OH 44114
X	West American Insurance Company	Wausau, WI 54401
*	West Bend Mutual Insurance Company	West Bend, WI 53095
X	‡ Westchester Fire Insurance Company	Philadelphia, PA 19106
*	Westport Insurance Corporation	Overland Park, KS 66201
Y	Workfirst Casualty Company	Salt Lake City, UT 84121
Y	XL Insurance America Inc	Stamford, CT 06902
*	XL Insurance Company Of New York, Inc	Stamford, CT 06902
Y	XL Reinsurance America Inc	Stamford, CT 06902
Y	XL Specialty Insurance Company	Stamford, CT 06902
Y	Zenith Insurance Company	Woodland Hills, CA 91367
Y	ZNAT Insurance Company	Woodland Hills, CA 91367
Y	Zurich American Insurance Company	Schaumburg, IL 60196
Y	Zurich American Insurance Company of Illinois	Schaumburg, IL 60196

‡ Offers Managed Care Premium Reduction
(473)

* to be determined

Effective April 1, 2021

1B. List of Members of the Rating Bureau. Pursuant to Chapter 380, Laws of 1979 (Workers Compensation Insurance under Homeowner Coverages).

Name of Company

Home Office

AAA Mid-Atlantic Insurance Company of NJ
 Abington Mutual Insurance Company
 Acstar Insurance Company
 Aegis Security Insurance Company
 Allstate NJ Property and Casualty Insurance Company
 ★ American Bankers Insurance Company of FL
 American European Insurance Company
 American Security Insurance Company
 American Strategic Insurance Corporation
 Aries Insurance Company Inc
 Armed Forces Insurance Exchange

 Bay State Insurance Company

 California Casualty and Fire Insurance Company
 Cambridge Mutual Fire Insurance Company
 Catlin Indemnity Company
 Century National Insurance Company
 Chester County Mutual Insurance Company
 Church Insurance Company
 Clear Blue Insurance Company
 Crestbrook Insurance Company
 Cumberland Mutual Fire Insurance Company

 Encompass Insurance Company of NJ
 Encompass Property and Casualty Insurance Company of NJ
 Esurance Insurance Company of NJ
 Eveready Insurance Company

 First American Property and Casualty Insurance Company
 First Trenton Indemnity Company

 Garrison Property and Casualty Insurance Company
 Germantown Insurance Company
 Great Bay Insurance Company
 Guidant Specialty Mutual Insurance Company

 Hartford Insurance Group
 Homesite Insurance Company of the Midwest
 Horace Mann Insurance Company
 Hyundai Marine and Fire Insurance Company LTD

 IFA Insurance Company
 Integon National Insurance Company

 Jefferson Insurance Company of New York

 Kingstone Insurance Company

 Lemonade Insurance Company
 Liberty Mutual Insurance Company
 Lyndon Southern Insurance Company

 Mercury Indemnity Company of America
 Mercury Insurance Company of IL
 Merrimack Mutual Fire Insurance Company
 Metropolitan Casualty Insurance Company

Trenton, NJ 08691
 Brockton, MA 02403
 Boston, MA 02117
 Harrisburg, PA 17105
 Bridgewater, NJ 07701
 Santa Ana, CA 92705
 New York, NY 10022
 Atlanta, GA 30339
 St. Petersburg, FL 33702
 Philadelphia, PA 19106
 Leavenworth, KS 66048

 Andover, MA 01810

 San Maleo, CA 94402
 Andover, MA 01810
 Simsbury, CT 06070
 Van Nuys, CA 91406
 Downingtown, PA 19335
 New York, NY 10016
 Charlotte, NC
 Scottsdale, AZ 85258
 Bridgeton, NJ 08302

 Northbrook, IL 60062
 Northbrook, IL 60062
 Brooklyn, NY 11201
 Brooklyn, NY 11242

 Santa Ana, CA 92707
 Marlton, NJ 08053

 San Antonio, TX 78288
 Philadelphia, PA 19106
 West Atlantic City, NJ 08232
 West Des Moines, IA 50265

 Charlotte, NC 28213
 Boston, MA 02110
 Springfield, NJ 62715
 Englewood, NJ 07632

 Cranford, NJ 07016
 Winston-Salem, NC 27102

 New York, NY 10016

 Kingstone, NY 12401

 New York, NY 10004
 Wausau, WI 54401
 Jacksonville, FL 32256

 Clearwater, FL 33762
 Vernon Hills, IL 60061
 Andover, MA 01810
 Warwick, RI 02886

Effective April 1, 2021

1B. List of Members of the Rating Bureau continued

Name of Company	Home Office
Metropolitan Property and Liability Insurance Company	Warwick, RI 02886
MIC General Insurance Corporation	Winston-Salem, NC 27105
Mutual Assurance Company	Philadelphia, PA 19106
Narragansett Bay Insurance Company	Pawtucket, RI 02862
National General Insurance Company	Hazelwood, MO 63045
Old Republic Minnehoma Insurance Company	Phoenix, AZ 85014
Pacific Specialty Insurance Company	Menlo Park, CA 94025
Palisades Insurance Company	Red Bank, NJ 07701
Palisades Safety and Insurance Association	Hoboken, NJ 07030
Palomar Specialty Insurance Company	La Jolla, CA 92037
Philadelphia Contributionship Insurance Company (The)	Philadelphia, PA 19106
Philadelphia Contributionship for the Insurance of Houses from Loss by Fire	Philadelphia, PA 19106
Providence Mutual Fire Insurance Company	Providence, RI 02904
Rutgers Casualty Insurance Company	Concord, NH 03301
Safeco Insurance Company of Indiana	Boston, MA 02116
Safeco Insurance Company of PA	Philadelphia, PA 19106
Sea Insurance Company of America (The)	New York, NY 10022
Selective Auto Insurance Company of NJ	Branchville, NJ 07890
Security First Insurance Company	Ormand Beach, FL 32176
Spinnaker Insurance Company	Horsham, PA 19044
State Farm Mutual Automobile Insurance Company	Bloomington, IL 61701
State National Insurance Company	Bedford, TX 76021
Stillwater Property and Casualty Insurance Company	Jericho, NY
Teachers Auto Insurance Company	Red Bank, NJ 07701
Union Insurance Company of Providence	Warwick, RI 02887
United Farm Family Insurance Company	Albany, NY 12201
United Services Automobile Association	San Antonio, TX 78288
United States Liability Insurance Company	King of Prussia, PA 19406
Universal North America Insurance Company	Sarasota, FL 34232
Universal Property and Casualty Company	Fort Lauderdale, FL 33309
US Coastal Insurance Company	Massapequa Park, NY 11762
USAA Casualty Insurance Company	San Antonio, TX 78288
USAA General Indemnity Company	San Antonio, TX 78288
Utica First Insurance Company	Utica, NY 13503-0851
Waterford Insurance Company	Topeka, KS 66603-3920
Wausau Underwriters Insurance Company	Wausau, WI 54401
Westfield Insurance Company	Westfield Center, OH 44251
White Hall Mutual Insurance Company	Doylestown, PA 18901
Worcester Insurance Company	Columbus, OH 43215
XL Capital Assurance Inc	New York, NY 10022

(86)

Effective January 1, 2008

2. ACCEPTANCE OF MEMBERSHIP FORM

COMPENSATION RATING AND INSPECTION BUREAU

60 PARK PLACE, NEWARK, NJ 07102

ACCEPTANCE OF MEMBERSHIP AND DESIGNATION

In accordance with the requirements of law and as a condition to obtaining the authorization of the Commissioner of Banking and Insurance to write Workers Compensation or Employers Liability Insurance in the State of New Jersey

The _____
(Name of Company)

of _____
(Address)

accepts membership in the

Compensation Rating and Inspection Bureau

and agrees to:

abide by the Rules and Regulations adopted May 18, 1965 by the members of the Bureau in accordance with the authority provided by law and duly approved by the Commissioner of Banking and Insurance on June 4, 1965, and comply with all actions properly taken under those Rules and Regulations, and hereby designates the Compensation Rating and Inspection Bureau as its agent for the purpose of filing with the Commissioner of Banking and Insurance with respect to Workers Compensation or Employers Liability Insurance its classification of risks and premiums and rules pertaining thereto, together with basis rates and systems of merit or schedule rating applicable to such insurance and referred to in N.J.S.A. 34:15-88.

(Name of Insurance Company)

Attest:

(Secretary)

By _____
(Signature of President)

Dated at _____

This _____ day of _____ 20 _____

Effective January 22, 2020

3. NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN FORM

**ACCEPTANCE OF NEW JERSEY WORKERS COMPENSATION
INSURANCE PLAN FORM**

**COMPENSATION RATING AND INSPECTION BUREAU
60 PARK PLACE
NEWARK, NJ 07102**

**AS A CONDITION OF MEMBERSHIP IN THE
COMPENSATION RATING AND INSPECTION BUREAU**

(Name of Insurance Company)

(Address)

1. accepts, subscribes and agrees to all of the provisions and conditions of the New Jersey Workers Compensation Insurance Plan ("Plan") duly approved by the Commissioner of Banking and Insurance on June 6, 1975, and as thereafter amended; and
2. agrees to be a member of the National Workers' Compensation Reinsurance Association NFP, and to subscribe to its bylaws; and that it is obligated to share in the operating results of the New Jersey pool.

Carriers interested in participating either as a direct writer/insurer of risks in the Plan, or as a New Jersey servicing carrier member of the National Workers' Compensation Reinsurance Association NFP, must contact the Rating Bureau for further details.

Carriers must notify the Rating Bureau in writing of any change to their membership or Plan status.

I hereby certify that I am authorized to sign this Form, and to agree to its terms and conditions, on behalf of the above company.

Print Name

Signature

Title

Date

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Effective April 1, 2021

PART 1

SECTION 5. RATING BUREAU—PERSONNEL DIRECTORY

Main Number (973) 622-6014

Extension

Paul G. Witko, Executive Director	215
★ Krystal Ross, Associate Executive Director and Chief Actuary	251
Janet Nicolai, Director of Human Resources	221
Charu Mehta—Controller	222
Nancy Luis—Manager of Executive Division	218
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Alan Zwerling—Manager of Rating Division	299
Marisol Bonilla—Supervisor of Experience Rating	263
Jennie Smith—Supervisor of Rated Risks	307
Stanley R. Markow, Director of Actuarial and Statistical Services	311
Madeline Montalvo—Manager of Statistical	268
Robert Eichler, Director of Technology and Operations Services Division	275
Michele Langevin—Manager of Spectrum Operations	248
Gina DaSilva—Manager of Policy Administration	234
Lisa Carr—Supervisor of Records Research	264
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Effective January 1, 2009

PART 1
SECTION 6. RESERVED FOR FUTURE USE

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Effective July 1, 2019

PART 1

SECTION 7. SPECIAL SERVICE CHARGES

- 1. Rating Data to Carrier.** The carrier(s) of record can obtain rating data in PDF format ("eRatings") through www.njcrib.com or in electronic format through a secure file transfer protocol (SFTP).
- 2. Rating Data Other Requestors.** One copy of rating data can be obtained, upon request, by the insured or its representatives (e.g. brokers, agents and other non-insurers) upon authorization at a cost of \$10.00. The process to obtain this data can be found at www.njcrib.com.
- 3. Experience Modifications.** After registering with the Bureau, experience modifications can be viewed or downloaded in a flat file at www.njcrib.com.
- 4. Unit Statistical Report to Carriers.** For a charge of \$750.00, a carrier can obtain, in electronic format, the detailed policy experience it reported under the New Jersey Statistical Plan.
- 5. Unit Statistical Report to Other Requestors.** A single copy of a unit statistical report can be obtained, upon request, by the insured or its representatives (e.g., brokers, agents and other non-insurers) upon authorization, at a cost of \$10.00 per policy year per risk. The process to obtain this data can be found at www.njcrib.com.
- 6. Statistical Report Predelinquent Control Listing.** A predelinquent policy listing is furnished to carriers in hard copy format at no charge, and is also available for free in electronic format (following the national Workers Compensation Data Specifications Manual "WCCNTL" format).
- 7. Classification Rates.** Except for "A" rated classifications, all classification rates are available in Excel and text format at www.njcrib.com.
- 8. Bureau Manual.** The New Jersey Workers Compensation and Employers Liability Insurance Manual can be viewed or downloaded at www.njcrib.com. The Manual can be purchased in hard copy format by completing the order form at www.njcrib.com.

The Manual is also available through an online subscription service provided by Vertafore, 2477 55th Street, Building B, Suite 201B, Boulder, CO 80301-5703. To order this service, call 1-800-895-7705.

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PART 2

SECTION 1. RATES AND RATING VALUES

Applicable in accordance with the terms and conditions of approval set forth in 1:1 and the Rules, Classifications and Rating Plans of this Manual.

1. Legend.

- A Rate or Excess Element for each individual risk shall be obtained by the Home Office from the Rating Bureau.
- C The manual rate contains a catastrophe element, the amount of which is shown in Table C of the Experience Rating Plan in 2:5-4 of the Manual.
- F Rate provides for coverage under the United States Longshore and Harbor Workers Compensation Act. Rates for these classifications may be adjusted to provide for coverage under the New Jersey Workers Compensation Law exclusively, in accordance with the special rules contained in 3:6-3 of the Manual and the table of rates in 2:1-4 of this Manual.

★ 2. Workers Compensation Rates—Including Minimum Premiums and Excess Elements.

CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT	CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
0005	6.78	950.	4.56	1754	5.91	950.	4.08
0034	8.67	950.	5.83	1814	16.50	950.	11.39
0035	4.69	950.	3.15	1853	6.98	950.	4.82
0042	14.77	950.	11.42	1924	3.40	840.	2.35
0050	7.16	950.	5.53	1925	9.98	950.	6.89
0055	5.91	950.	3.97	1937	7.55	950.	5.21
0073	6.55	950.	4.40	2002	7.05	950.	4.86
0074	3.85	930.	2.59	2003	6.95	950.	4.80
0075	6.48	950.	4.35	2014	6.78	950.	4.68
0079	3.87	934.	2.60	2039	7.48	950.	5.16
0081	4.41	950.	2.96	2041	5.13	950.	3.54
0082	10.22	950.	6.87	2070	8.17	950.	5.64
0083	9.84	950.	6.61	2081	6.27	950.	4.33
0084	9.16	950.	6.16	2089	6.31	950.	4.35
0085	7.86	950.	5.28	2095	6.40	950.	4.42
0086	3.76	912.	2.53	2110	4.50	950.	3.10
0089	6.77	950.	4.55	2111	4.66	950.	3.22
0106	21.31	950.	15.64	2112	5.77	950.	3.98
0700	3.53	866.	2.44	2114	4.89	950.	3.37
0917	9.28	950.	6.24	2121	1.76	512.	1.21
1320F	1.98	556.	1.64	2130	4.53	950.	3.13
1438	11.81	950.	8.15	2131	3.62	884.	2.50
1452	7.62	950.	5.26	2143	4.50	950.	3.10
1463	12.15	950.	8.38	2150	9.17	950.	6.33
1624	5.56	950.	4.08	2157	18.54	950.	12.79
1699	4.56	950.	3.15	2173	9.44	950.	6.51
1701	7.50	950.	5.18	2211	8.09	950.	5.58
1710	9.59	950.	7.04	2286	5.19	950.	3.58
1741	3.60	880.	2.48	2302	2.48	656.	1.71
1747	3.23	806.	2.23	2303	4.50	950.	3.10

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CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
2352	3.58	876.	2.47
2361	1.79	518.	1.24
2362	3.52	864.	2.43
2380	3.55	870.	2.45
2383	4.15	950.	2.86
2386	3.77	914.	2.60
2388	3.07	774.	2.12
2402	4.92	950.	3.39
2416	3.64	888.	2.51
2418	9.39	950.	6.48
2420	7.71	950.	5.32
2501	3.02	764.	2.08
2503	2.61	682.	1.80
2557	4.44	950.	3.06
2570	5.98	950.	4.13
2576	3.39	838.	2.34
2582	3.02	764.	2.08
2585	8.27	950.	5.71
2586	4.00	950.	2.76
2587	6.66	950.	4.48
2588	1.97	554.	1.32
2600	7.00	950.	4.83
2623	8.67	950.	5.98
2654	1.60	480.	1.10
2660	3.53	866.	2.44
2670	2.77	714.	1.91
2683	4.07	950.	2.81
2688	3.86	932.	2.66
2702	25.40	950.	18.64
2710	11.17	950.	7.71
2759	11.60	950.	8.00
2790	3.72	904.	2.57
2802	7.41	950.	5.11
2835	4.74	950.	3.27
2836	3.92	944.	2.70
2841	7.01	950.	4.84
2852	10.19	950.	7.03
2881	6.26	950.	4.32
2883	6.09	950.	4.20
2913	7.16	950.	4.94
2916	7.06	950.	4.87
2923	3.07	774.	2.12
2942	4.05	950.	2.79
2960	4.95	950.	3.42
3004	3.08	776.	2.13
3018	4.40	950.	3.04
3022	7.84	950.	5.41
3027	5.05	950.	3.48
3028	4.29	950.	2.96
3030	10.26	950.	7.08

CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
3040	14.93	950.	10.30
3041	4.54	950.	3.13
3042	6.35	950.	4.38
3045	9.86	950.	6.80
3060	5.60	950.	3.86
3061	4.93	950.	3.40
3062	5.63	950.	3.88
3066	5.76	950.	3.97
3075	5.60	950.	3.86
3076	5.32	950.	3.67
3081	16.54	950.	11.41
3085	6.29	950.	4.34
3110	5.33	950.	3.68
3111	3.26	812.	2.25
3113	2.15	590.	1.48
3114	4.22	950.	2.91
3118	2.14	588.	1.48
3122	6.07	950.	4.19
3131	6.30	950.	4.35
3132	4.82	950.	3.33
3145	2.49	658.	1.72
3146	4.79	950.	3.31
3169	5.35	950.	3.69
3179	2.97	754.	2.05
3188	5.26	950.	3.63
3192	3.38	836.	2.33
3193	4.24	950.	2.93
3194	5.75	950.	3.97
3220	4.45	950.	3.07
3227	4.91	950.	3.39
3241	6.01	950.	4.15
3255	4.09	950.	2.82
3257	4.35	950.	3.00
3270	2.43	646.	1.68
3307	7.62	950.	5.26
3315	4.80	950.	3.31
3336	3.07	774.	2.12
3339	2.92	744.	2.01
3365	12.71	950.	9.82
3372	5.34	950.	3.68
3373	5.70	950.	3.93
3381	5.42	950.	3.74
3383	1.48	456.	1.02
3384	0.63	286.	0.43
3385	1.89	538.	1.30
3400	5.55	950.	3.83
3507	4.53	950.	3.13
3548	2.48	656.	1.71
3561	3.90	940.	2.69
3571	1.85	530.	1.28

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CODE NO.	RATE	MINIMUM	EXCESS ELEMENT
3574	1.72	504.	1.19
3581	1.73	506.	1.19
3612	3.73	906.	2.57
3620	4.33	950.	2.99
3632	4.51	950.	3.11
3634	2.42	644.	1.67
3635	3.64	888.	2.51
3638	4.22	950.	2.91
3642	2.88	736.	1.99
3643	3.88	936.	2.68
3648	2.33	626.	1.61
3649	4.39	950.	3.03
3656	4.77	950.	3.29
3681	1.03	366.	0.71
3685	1.68	496.	1.16
3686	2.44	648.	1.68
3719	1.80	520.	1.39
3724	6.97	950.	5.39
3726	5.09	950.	3.93
3807	3.52	864.	2.43
3815	9.14	950.	6.31
3821	15.58	950.	10.47
3826	3.90	940.	2.69
3830	1.89	538.	1.30
3864	4.79	950.	3.31
3865	3.09	778.	2.13
3881	4.72	950.	3.26
4000	10.17	950.	7.46
4023	10.27	950.	7.09
4024	5.89	950.	4.06
4027	10.27	950.	7.09
4034	9.90	950.	6.83
4036	4.47	950.	3.08
4038	3.09	778.	2.13
4050	4.52	950.	3.12
4053	3.15	790.	2.17
4062	4.68	950.	3.23
4111	2.62	684.	1.81
4112	1.07	374.	0.74
4113	7.43	950.	5.13
4114	4.16	950.	2.87
4115	1.40	440.	0.97
4130	8.57	950.	5.91
4133	6.80	950.	4.69
4150	1.79	518.	1.24
4239	4.50	950.	3.10
4240	6.39	950.	4.41
4243	4.61	950.	3.18
4244	3.43	846.	2.37
4245	3.86	932.	2.66

CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
4250	4.97	950.	3.43
4251	5.36	950.	3.70
4273	5.92	950.	4.08
4279	5.12	950.	3.53
4282	2.67	694.	1.84
4283	2.54	668.	1.75
4299	2.73	706.	1.88
4301	6.76	950.	4.66
4307	2.42	644.	1.67
4313	4.47	950.	3.08
4351	3.34	828.	2.30
4352	4.09	950.	2.82
4353	1.94	548.	1.34
4360	1.22	404.	0.84
4361	1.69	498.	1.16
4410	4.48	950.	3.09
4431	6.87	950.	4.74
4432	1.64	488.	1.13
4439	4.75	950.	3.28
4452	5.18	950.	3.57
4459	5.32	950.	3.67
4470	2.86	732.	1.97
4479	4.19	950.	2.89
4484	3.62	884.	2.50
4491	3.85	930.	2.66
4493	7.57	950.	5.22
4557	3.79	918.	2.62
4558	2.96	752.	2.04
4561	2.96	752.	2.04
4571	A		
4572	1.10	380.	0.74
4583	5.59	950.	3.86
4597	2.97	754.	2.05
4598	7.52	950.	5.19
4611	1.65	490.	1.14
4627	4.73	950.	3.26
4628	2.17	594.	1.50
4635	6.94	950.	4.79
4653	2.25	610.	1.55
4665	11.28	950.	7.78
4683	5.89	950.	4.06
4692	1.03	366.	0.71
4693	1.38	436.	0.95
4703	2.22	604.	1.53
4707	3.60	880.	2.48
4710	3.11	782.	2.15
4712	2.38	636.	1.64
4720	1.98	556.	1.37
4740	0.94	348.	0.65
4741	4.23	950.	2.92

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CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
4771	3.80	920.	2.62
4824	3.34	828.	2.30
4827	11.53	950.	7.96
4828	1.88	536.	1.30
4829	1.65	490.	1.14
4835	A		
4836	0.57	274.	0.39
4902	5.94	950.	4.10
4923	3.22	804.	2.22
5000	27.30	950.	21.10
5022	18.14	950.	14.02
5038	22.67	950.	17.52
5040	14.95	950.	11.56
5057	10.14	950.	7.84
5059	26.61	950.	20.57
5069	40.94	950.	31.65
5103	9.48	950.	7.33
5146	9.33	950.	7.21
5160	4.30	950.	3.32
5183	5.86	950.	4.53
5184	4.48	950.	3.46
5188	4.80	950.	3.71
5190	4.63	950.	3.58
5191	1.56	472.	1.05
5192	8.41	950.	5.65
5200	11.25	950.	8.70
5213	12.46	950.	9.63
5215	12.56	950.	9.71
5222	20.91	950.	16.16
5223	11.50	950.	8.89
5348	9.23	950.	7.13
5402	14.39	950.	11.12
5403	18.29	950.	14.14
5409	6.87	950.	5.31
5437	11.56	950.	8.94
5443	21.48	950.	16.60
5445	10.52	950.	8.13
5458	11.36	950.	8.78
5459	11.36	950.	8.78
5462	10.35	950.	8.00
5466	11.31	950.	8.74
5473	26.33	950.	20.35
5474	12.94	950.	10.00
5475	11.36	950.	8.78
5479	13.37	950.	10.34
5480	23.29	950.	18.00
5491	4.21	950.	3.25
5500	9.45	950.	7.30
5509	10.08	950.	7.79
5538	7.69	950.	5.94

CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
5551	29.46	950.	22.77
5606	2.72	704.	2.10
5610	13.50	950.	10.44
5645	18.29	950.	14.14
5701	19.79	950.	13.30
5703	29.86	950.	23.08
5951	0.40	240.	0.28
5954	3.63	886.	2.50
6003	10.17	950.	7.86
6005	8.33	950.	6.44
6039	7.58	950.	5.86
6042	7.73	950.	5.98
6204	9.78	950.	7.56
6217	7.54	950.	5.83
6229	7.57	950.	5.85
6233	3.92	944.	3.03
6235F	5.21	950.	4.31
6251	6.66	950.	5.15
6252	7.58	950.	5.86
6306	10.16	950.	7.85
6319	4.85	950.	3.75
6325	6.57	950.	5.08
6400	9.87	950.	7.63
6504	4.61	950.	3.18
6801F	4.94	950.	4.09
6811	4.55	950.	3.77
6824F	8.00	950.	5.87
6826F	11.63	950.	8.54
6834	5.33	950.	3.91
6836	7.75	950.	5.69
6872F	15.83	950.	13.11
6874F	16.84	950.	13.94
7133	3.75	910.	2.75
7196	10.92	950.	8.02
7201	9.47	950.	6.36
7207	9.47	950.	6.36
7219	16.62	950.	12.20
7230	A		
7231	13.44	950.	9.86
7309F	10.39	950.	8.60
7327F	14.52	950.	12.02
7350F	6.64	950.	5.50
7360	5.53	950.	4.58
7369	5.03	950.	3.69
7370	12.63	950.	9.27
7380	13.55	950.	9.95
7381	9.77	950.	7.17
7382	12.44	950.	9.13
7384	8.07	950.	5.92
7390	17.69	950.	11.89

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CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
7403	7.28	950.	5.34
7405	2.06	572.	1.51
7424	0.69	298.	0.51
7425	2.71	702.	1.99
7426	11.35	950.	8.33
7427	11.35	950.	8.33
7428	5.13	950.	3.77
7431	1.78	516.	1.31
7435	5.13	950.	3.77
7502	5.55	950.	4.07
7515	1.62	484.	1.19
7520	5.85	950.	4.29
7536	9.06	950.	6.65
7538	6.07	950.	4.69
7539	2.06	572.	1.51
7540	2.63	686.	1.93
7580	7.22	950.	5.30
7590	10.08	950.	7.40
7600	9.03	950.	6.63
7601	10.14	950.	7.84
7605	3.24	808.	2.50
7610	0.46	252.	0.32
7710	6.47	950.	4.75
7711	41.03	*	30.12
7712	22.09	950.	14.84
7714	9.51	950.	6.98
7715	26.28	*	19.29
7720	4.35	950.	3.19
7723	3.59	878.	2.64
7728	4.35	950.	3.19
7855	7.82	950.	6.04
8001	4.30	950.	2.89
8006	2.90	740.	1.95
8008	2.62	684.	1.76
8010	4.76	950.	3.20
8013	0.89	338.	0.60
8017	3.44	848.	2.31
8018	6.10	950.	4.10
8021	6.83	950.	4.59
8031	5.18	950.	3.48
8032	4.03	950.	2.71
8033	5.63	950.	3.78
8034	16.63	950.	11.18
8039	3.81	922.	2.56
8044	6.06	950.	4.07
8045	1.21	402.	0.81
8046	4.76	950.	3.20
8047	2.72	704.	1.83
8048	7.98	950.	5.36
8051	2.25	610.	1.51

CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
8053	6.06	950.	4.07
8054	6.06	950.	4.07
8055	4.29	950.	2.88
8090	3.05	770.	2.05
8102	3.44	848.	2.31
8103	3.13	786.	2.10
8105	6.10	950.	4.10
8106	9.87	950.	6.63
8107	5.38	950.	3.62
8111	6.83	950.	4.59
8116	3.53	866.	2.37
8203	8.57	950.	5.91
8204	11.66	950.	7.84
8215	8.02	950.	5.39
8227	10.38	950.	8.02
8232	8.53	950.	5.73
8235	9.15	950.	6.15
8263	9.38	950.	6.30
8264	10.99	950.	7.39
8265	13.61	950.	9.15
8268	7.87	950.	5.29
8269	11.67	950.	7.84
8279	12.43	950.	8.35
8280	19.35	950.	13.00
8291	6.94	950.	4.66
8292	11.39	950.	7.65
8293	18.92	950.	12.71
8350	10.22	950.	6.87
8353	11.81	950.	7.94
8385	6.67	950.	4.48
8387	5.69	950.	3.82
8392	5.80	950.	3.90
8393	4.32	950.	2.90
8396	5.81	950.	3.90
8397	5.69	950.	3.82
8398	4.49	950.	3.02
8506	9.22	950.	6.20
8507	8.47	950.	5.69
8601	0.66	292.	0.45
8606	8.18	950.	5.50
8607	9.51	950.	6.39
8709F	4.47	950.	3.70
8711F	3.33	826.	2.76
8720	1.90	540.	1.28
8726F	1.63	486.	1.35
8731	1.90	540.	1.28
8742	0.42	244.	0.29
8745	7.79	950.	5.23
8748	1.23	406.	0.84
8753	2.89	738.	1.94

**7711 & 7715 - The "Minimum Earned Premium" for each separate fire company or first aid or rescue squad shall be \$125 for one piece of apparatus, \$150 for two pieces of apparatus plus \$50 for each piece of apparatus in excess of two. The Minimum Premium for the classification shall be the sum of the Minimum Earned Premium plus the Expense Constant. See directional footnote under classification phraseology in 4:1 of the Manual.

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CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
8755	0.38	236.	0.26
8800	3.39	838.	2.33
8803	0.13	186.	0.09
8810	0.18	196.	0.12
8820	0.36	232.	0.25
8828	5.22	950.	3.51
8829	4.72	950.	3.17
8831	2.81	722.	1.89
8832	0.49	258.	0.34
8835	5.22	950.	3.51
8836	4.50	950.	3.02
8838	0.89	338.	0.61
8840	0.68	296.	0.47
8860	0.13	186.	0.09
8868	1.43	446.	0.98
★ 8871	0.18	196.	0.12
8901	0.17	194.	0.12
9014	5.52	950.	3.71
9015	6.27	950.	4.21
9016	6.24	950.	4.19
9033	4.68	950.	3.14
9044	4.84	950.	3.25
9045	1.21	402.	0.81
9052	4.63	950.	3.11
9053	1.51	462.	1.01
9060	2.98	756.	2.00
9061	2.11	582.	1.42
9063	1.81	522.	1.22
9065	1.86	532.	1.25
9078	5.15	950.	3.46
9079	3.21	802.	2.16
9088	A		
9089	2.76	712.	1.85
9093	2.84	728.	1.91
9102	5.24	950.	3.85
9106	10.86	950.	7.30
9107	5.26	950.	3.53
9109	5.24	950.	3.85
9154	3.14	788.	2.30
9156	3.30	820.	2.26
9170	35.74	950.	24.02
9178	9.15	950.	6.72
9179	17.25	950.	12.66
9180	6.66	950.	4.89
9182	4.65	950.	3.41
9186	37.76	950.	27.72
9220	6.87	950.	4.62
9402	7.05	950.	5.17
9403	17.96	950.	13.18
9410	7.10	950.	4.77

CODE NO.	RATE	MINIMUM PREMIUM	EXCESS ELEMENT
9421	0.95	350.	0.73
9423	3.71	902.	2.49
9501	4.98	950.	3.44
9519	8.17	950.	5.49
9521	6.31	950.	4.35
9522	3.59	878.	2.48
9529	A		
9530	5.79	950.	4.48
9538	10.35	950.	8.00
9554	10.07	950.	7.78
9555	10.07	950.	7.78
9556	10.07	950.	7.78
9557	2.86	732.	2.21
9586	0.73	306.	0.49
9600	3.36	832.	2.32
9610	0.71	302.	0.48
9620	1.77	514.	1.19
9720	0.57	274	0.42
9726	5.97	950	4.01
9728	6.23	950.	4.19

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3. Catastrophe Provisions.

- a) **Terrorism.** A rate of \$0.03 for each one hundred dollars of policy payroll is applicable as the premium charge for terrorism in accordance with the terms and conditions of 3:3-55 and 3:9-1 through 3:9-7 of this Manual. An upward deviation from the \$0.03 rate is allowed. See 3:9-7 of this Manual for further information.
- b) **Catastrophe (Other than Certified Acts of Terrorism).** A rate of \$0.01 for each one hundred dollars of policy payroll is applicable as the premium charge for catastrophe (other than certified acts of terrorism) in accordance with the terms and conditions of 3:3-55 and 3:9-8 through 3:9-13 of this Manual.

4. Rates and Factors for Longshore and Harbor Workers Compensation Act Coverage when provided on the same policy as New Jersey Workers Compensation Law Coverage.

- a) **Non-"F" Classes.** For classifications in this Manual whose code numbers are not followed by the letter "F" the rates do not provide for coverage under the United States Longshore and Harbor Workers Compensation Act. The manual rate and the minimum premium, exclusive of the expense constant, where applicable for any such classification which is used to cover operations subject to the United States Longshore and Harbor Workers Compensation Act shall be increased 50%. For such a classification the increased rate shall be applied to the entire payroll coming under the jurisdiction of the United States Longshore and Harbor Workers Compensation Act. This procedure is not applicable to the classifications for Admiralty or Federal Employers Liability Act employments included in 3:6 of this Manual.
- b) **Rates for "State Only" Coverage—"F" Classes.** When operations properly classified under any other classification accompanied by the letter "F" are conducted at a location where no employee is engaged in operations subject to the United States Longshore and Harbor Workers Compensation Act, the rates and rating values for each individual risk shall be obtained by the Home Office from the Rating Bureau.

5. Expense Constant.

Expense constants are established and coded on the following basis and shall be applied in accordance with the provisions of 3:3-57 through 3:3-60 of this Manual.

	<u>Code</u>	<u>Amount</u>
All Classifications	0900	\$160.

6. Minimum Premium Formula.

Standard Minimum Premiums are derived on the basis of the following formula: Minimum Premium = Expense Constant + 200 times the manual rate (rounded to the nearest dollar) subject to a maximum of \$950.

Special Minimum Premiums apply to Private Residence classifications and to classifications for Maritime or Federal Employers Liability Act coverage, which are shown in their respective sections of this Manual.

★ 7. Surcharges.

The following policyholder surcharge percentages are applicable to the modified premium as described in 3:3-56 of this Manual.

Second Injury Fund Surcharge percentage: 5.22%

Uninsured Employers Fund Surcharge percentage: 0.00%

8. Basis of Premiums

applicable in accordance with **Manual (4:1)** footnote instructions for code 7370—"Taxicab Company & Drivers".

The upset payroll base as per leased or rental vehicle.....\$36,700

9. Maximum Weekly Payroll

applicable in accordance with **Manual (3:3-40)** -- "Executive Officers" and the **Manual (4:1)** -- footnote instructions for Code 7610 -- "Radio or Television Broadcasting Station- All Employees & Drivers", Code 8280 -- "Racing Stable and Drivers", Code 9156 -- "Theater Noc- Players, Entertainers or Musicians", Code 9186 -- "Carnival, Circus, or Amusement Device Operator - Traveling - & Drivers" and Code 9610 -- "Motion Picture" - Production- in Studios or Outside & Drivers"\$2640

10. Minimum Weekly Payroll

applicable in accordance with **Manual (3:3-40)** -- "Executive Officers" \$660

11. Maximum Average Annual Wage

applicable in accordance with **Manual (3:3-40)** -- "Executive Officers" and **Manual (4:1)** -- footnote instructions for Code 7610 -- "Radio or Television Broadcasting Station- All Employees & Drivers", Code 8280 -- "Racing Stable and Drivers", Code 9156 -- "Theater Noc- Players, Entertainers or Musicians",

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'Code 9186 -- "Carnival, Circus, or Amusement Device Operator - Traveling - & Drivers" and Code 9610 -- "Motion Picture" - Production- in Studios or Outside & Drivers" \$137,280

12. Minimum and Maximum Annual Payroll applicable in accordance with **Manual (3:3-40)** -- Code 9178 '-- "Athletic Sports or Park: Non-Contact Sports", Code 9179 -- "Athletic Sports or Park: Contact Sports"

Minimum Annual Payroll \$2,640

Maximum Annual Payroll \$137,280

13. Minimum Annual Payroll Base applicable in accordance with **Manual (3:3-42)** -- **Appointed or Elected Public Officers**

Appointed or Elected member of a Board of Education..... \$6,860

Any other appointed or Elected officer \$1,370

★ **14. Plan Premium Adjustment Program (PPAP) -- PPAP Adjustment Factor for:**

Non-Rated Risk 20%

Rated Risk -- An adjustment factor of 20% is applicable to all qualifying Plan risks that are experience rated and have expected losses of less than \$10,000 in their experience modification calculation. The adjustment factor for risks with expected losses of \$10,000 or greater is determined in accordance with the PPAP formula in 3:14-8 (13D) of the Manual. The minimum adjustment factor for risks subject to the PPAP formula is 20%. If the PPAP formula indicates an adjustment factor greater than 20%, that adjustment factor will be applicable subject to the maximum adjustment factors in 3:14-8 (13E) of the Manual.

15. Premium Discount Schedule -Applicable as provided in Premium Discount Rules, **3:3-74 through 79** of **Manual**.

	Total New Jersey Standard Premium	By Schedule Y Carrier	By Schedule X Carrier
First	\$ 10,000	-	-
Next	190,000	9.1%	5.1%
Next	1,550,000	11.3%	6.5%
Over	1,750,000	12.3%	7.5%

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PART 2 SECTION 2. PART TWO—EMPLOYERS LIABILITY LIMIT TABLE AND CHARGES

1. Table for increased limits percentages and minimum premiums applicable to all policies except those written exclusively to cover private residences.

Bodily Injury by Disease: Policy Limit (\$000 Omitted)

The premium for higher limits shall be determined in accordance with the procedure described in 3:3-73 of this MANUAL.

	Loss Limit	Minimum Premium	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000	9,000	10,000
<u>Bodily Injury by Accident Each Accident Limit AND Bodily Injury by Disease Each Employee Limit (\$000 Omitted)</u>	100	-	0.0%	0.2%	0.4%	0.6%	0.8%	1.0%	1.2%	1.4%	1.6%	1.8%	2.0%
	200	\$100	0.4%	0.6%	0.8%	1.0%	1.2%	1.4%	1.6%	1.8%	2.0%	2.2%	2.4%
	300	\$100	0.7%	0.9%	1.1%	1.3%	1.5%	1.7%	1.9%	2.1%	2.3%	2.5%	2.7%
	400	\$100	0.9%	1.1%	1.3%	1.5%	1.7%	1.9%	2.1%	2.3%	2.5%	2.7%	2.9%
	500	\$100	1.1%	1.3%	1.5%	1.7%	1.9%	2.1%	2.3%	2.5%	2.7%	2.9%	3.1%
	1,000	\$150		1.4%	1.6%	1.8%	2.0%	2.2%	2.4%	2.6%	2.8%	3.0%	3.2%
	2,000	\$175			1.8%	2.0%	2.2%	2.4%	2.6%	2.8%	3.0%	3.2%	3.4%
	3,000	\$200				2.2%	2.4%	2.6%	2.8%	3.0%	3.2%	3.4%	3.6%
	4,000	\$225					2.6%	2.8%	3.0%	3.2%	3.4%	3.6%	3.8%
	5,000	\$250						3.0%	3.2%	3.4%	3.6%	3.8%	4.0%
	6,000	\$260							3.4%	3.6%	3.8%	4.0%	4.2%
	7,000	\$270								3.7%	3.9%	4.1%	4.3%
	8,000	\$280									4.0%	4.2%	4.4%
	9,000	\$290										4.3%	4.5%
	10,000	\$300											4.6%

The charge is subject to experience rating.

Charges for limits other than those shown above shall be obtained from the Rating Bureau.

The same minimum premium applies for all Bodily Injury by Disease policy limits within the same row. For increased limits not displayed in the table, apply the minimum premium shown for the next highest limit published in the table.

At the request of the policyholder, the insurer shall provide limits of \$500,000/\$500,000/\$500,000. Higher limits are available at the discretion of the insurer.

For special Table of Charges applicable to policies written to provide Maritime or Federal Employers' Liability Act Coverage, see 3:6-12, 13 and 14 of this Manual.

2. **Minimum Charges Not Subject to Prorating.** The minimum charges are not subject to prorating for periods less than one year.

- ★ 3. **Table applicable to coverages written exclusively to cover Private Residences (0910 and 0913).** At the request of the policyholder, the insurer shall provide limits of \$500,000/\$500,000/\$500,000. The charge for such limits is as follows:

<u>Limit of Liability</u>	<u>Charge</u>
500,000/500,000/500,000	1.00

This charge is in addition to the basic policy charges included in 3:5-12 of the Manual.

Limits greater than the above are permitted under the Personal Liability Section of the policy affording the comprehensive personal liability coverage or under a Personal Umbrella Liability Policy.

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PART 2

SECTION 3. PREMIUM DISCOUNTS

1. Premium Discount Schedules.

Applicable as provided in Premium Discount Rules, 3:3-74 through 79 of this Manual.

Applicable Discounts on Policies Written

	Total New Jersey Standard Premium	By Schedule Y Carrier	By Schedule X Carrier
First	\$ 10,000	...	...
Next	190,000	9.1%	5.1%
Next	1,550,000	11.3%	6.5%
Over	1,750,000	12.2%	7.5%

2. Premium Discount—Schedule Y.

Total Standard Premium	Premium Discount	Total Standard Premium	Premium Discount	Total Standard Premium	Premium Discount
\$ 0— 10055	0.0	\$ 17670— 18019	4.0	\$ 79131— 86666	8.0
10056— 10167	0.1	18020— 18383	4.1	86667— 95789	8.1
10168— 10282	0.2	18384— 18762	4.2	95790— 107058	8.2
10283— 10399	0.3	18763— 19157	4.3	107059— 121333	8.3
10400— 10520	0.4	19158— 19569	4.4	121334— 139999	8.4
10521— 10643	0.5	19570— 19999	4.5	140000— 165454	8.5
10644— 10769	0.6	20000— 20449	4.6	165455— 200377	8.6
10770— 10898	0.7	20450— 20919	4.7	200378— 208235	8.7
10899— 11030	0.8	20920— 21411	4.8	208236— 216734	8.8
11031— 11165	0.9	21412— 21927	4.9	216735— 225957	8.9
11166— 11304	1.0	21928— 22469	5.0	225958— 235999	9.0
11305— 11446	1.1	22470— 23037	5.1	236000— 246976	9.1
11447— 11592	1.2	23038— 23636	5.2	246977— 259024	9.2
11593— 11741	1.3	23637— 24266	5.3	259025— 272307	9.3
11742— 11895	1.4	24267— 24931	5.4	272308— 287027	9.4
11896— 12052	1.5	24932— 25633	5.5	287028— 303428	9.5
12053— 12214	1.6	25634— 26376	5.6	303429— 321818	9.6
12215— 12380	1.7	26377— 27164	5.7	321819— 342580	9.7
12381— 12551	1.8	27165— 27999	5.8	342581— 366206	9.8
12552— 12727	1.9	28000— 28888	5.9	366207— 393333	9.9
12728— 12907	2.0	28889— 29836	6.0	393334— 424799	10.0
12908— 13093	2.1	29837— 30847	6.1	424800— 461739	10.1
13094— 13284	2.2	30848— 31929	6.2	461740— 505714	10.2
13285— 13481	2.3	31930— 33090	6.3	505715— 558947	10.3
13482— 13684	2.4	33091— 34339	6.4	558948— 624705	10.4
13685— 13893	2.5	34340— 35686	6.5	624706— 707999	10.5
13894— 14108	2.6	35687— 37142	6.6	708000— 816923	10.6
14109— 14330	2.7	37143— 38723	6.7	816924— 965454	10.7
14331— 14559	2.8	38724— 40444	6.8	965455— 1179999	10.8
14560— 14796	2.9	40445— 42325	6.9	1180000— 1517142	10.9
14797— 15041	3.0	42326— 44390	7.0	1517143— 1824799	11.0
15042— 15294	3.1	44391— 46666	7.1	1824800— 1983478	11.1
15295— 15555	3.2	46667— 49189	7.2	1983479— 2172380	11.2
15556— 15826	3.3	49190— 51999	7.3	2172381— 2401052	11.3
15827— 16106	3.4	52000— 55151	7.4	2401053— 2683529	11.4
16107— 16396	3.5	55152— 58709	7.5	2683530— 3041333	11.5
16397— 16697	3.6	58710— 62758	7.6	3041334— 3509230	11.6
16698— 17009	3.7	62759— 67407	7.7	3509231— 4147272	11.7
17010— 17333	3.8	67408— 72799	7.8	4147273— 5068888	11.8
17334— 17669	3.9	72800— 79130	7.9	5068889— 6517142	11.9

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PART 2
SECTION 3. PREMIUM DISCOUNTS

2. Premium Discount—Schedule Y (cont'd)

Applicable as provided in Premium Discount Rules, 3:3-74 through 79 of this Manual.

	Total Standard Premium	Premium Discount
\$ 6517143–	9123999	12.0
9124000–	15206666	12.1
15206667–	45619999	12.2
45620000–	& OVER	12.3

3. Premium Discount—Schedule X.

Applicable as provided in Premium Discount Rules, 3:3-74 through 79 of this Manual.

Total Standard Premium			Premium Discount	Total Standard Premium			Premium Discount	Total Standard Premium			Premium Discount
\$	0–	10099	0.0	\$	23721	24878	3.0	\$	601819–	735555	6.0
	10100–	10303	0.1		24879–	26153	3.1		735556–	945714	6.1
	10304–	10515	0.2		26154–	27567	3.2		945715–	1323999	6.2
	10516–	10736	0.3		27568–	29142	3.3		1324000–	1809565	6.3
	10737–	10967	0.4		29143–	30909	3.4		1809566–	1981904	6.4
	10968–	11208	0.5		30910–	32903	3.5		1981905–	2190526	6.5
	11209–	11460	0.6		32904–	35172	3.6		2190527–	2448235	6.6
	11461–	11724	0.7		35173–	37777	3.7		2448236–	2774666	6.7
	11725–	11999	0.8		37778–	40799	3.8		2774667–	3201538	6.8
	12000–	12289	0.9		40800–	44347	3.9		3201539–	3783636	6.9
	12290–	12592	1.0		44348–	48571	4.0		3783637–	4624444	7.0
	12593–	12911	1.1		48572–	53684	4.1		4624445–	5945714	7.1
	12912–	13246	1.2		53685–	59999	4.2		5945715–	8323999	7.2
	13247–	13599	1.3		60000–	67999	4.3		8324000–	13873333	7.3
	13600–	13972	1.4		68000–	78461	4.4		13873334–	41619999	7.4
	13973–	14366	1.5		78462–	92727	4.5		41620000–	& OVER	7.5
	14367–	14782	1.6		92728–	113333	4.6				
	14783–	15223	1.7		113334–	145714	4.7				
	15224–	15692	1.8		145715–	200606	4.8				
	15693–	16190	1.9		200607–	213548	4.9				
	16191–	16721	2.0		213549–	228275	5.0				
	16722–	17288	2.1		228276–	245185	5.1				
	17289–	17894	2.2		245186–	264799	5.2				
	17895–	18545	2.3		264800–	287826	5.3				
	18546–	19245	2.4		287827–	315238	5.4				
	19246–	19999	2.5		315239–	348421	5.5				
	20000–	20816	2.6		348422–	389411	5.6				
	20817–	21702	2.7		389412–	441333	5.7				
	21703–	22666	2.8		441334–	509230	5.8				
	22667–	23720	2.9		509231–	601818	5.9				

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PART 2

SECTION 4. SHORT RATE CANCELLATION

1. Short Rate Cancellation Table

Applicable as provided in Cancellation Rules, 3:3-80 of this Manual.

Days Policy in Force	Percent of One Year Premium	Days Policy in Force	Percent of One Year Premium
1	5 %	154 - 156	53 %
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182 (6 Months).....	60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32 (1 Month).....	19	210 - 214 (7 Months).....	67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246 (8 Months).....	74
59 - 62 (2 Months).....	27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273 (9 Months).....	80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91 (3 Months).....	35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305 (10 Months).....	87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124 (4 Months).....	44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337 (11 Months).....	94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153 (5 Months).....	52	361 - 365 (12 Months).....	100

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PART 2

SECTION 5. EXPERIENCE RATING FACTORS AND TABLES

★ **1. Regular Table A.**

Applicable January 1, 2021 as provided in 3:11 of this Manual.

For Longshore and Harbor Workers Table A1, see 2:5-2 of this Manual.

For treatment of Maritime or Federal Employments—Vessel, Dredging, Marine Wrecking or Railroad Operations, see 3:11-32 of this Manual.

LOSS MODIFICATION FACTORS

POLICY YEAR	DEATH	PERMANENT TOTAL	OTHER INDEMNITY	MEDICAL
2016	1.04	1.04	1.07	1.00
2016	1.03	1.03	1.06	(For Losses Occurring 1-1-17 and Thereafter)
2017	1.03	1.03	1.06	1.00
2017	1.03	1.03	1.04	(For Losses Occurring 1-1-18 and Thereafter)
2018	1.03	1.03	1.04	1.00
2018	1.02	1.02	1.03	(For Losses Occurring 1-1-19 and Thereafter)
2019	1.02	1.02	1.03	1.00
2019	1.01	1.01	1.02	(For Losses Occurring 1-1-20 and Thereafter)
2020	1.01	1.01	1.02	1.00
2020	1.00	1.00	1.00	(For Losses Occurring 1-1-21 and Thereafter)

Expected Loss Factor—(All Years) 0.425

Employers' Liability Cases—Indemnity Modification Factor—(All Years) 1.120

Credibility Values $C_e = 0.873$ $K_e = 934,366$
 $C_n = 0.994$ $K_n = 11,221$

LOSS VALUES—DISTRIBUTION AND LIMITS

The following are the limiting indemnity values for all cases except catastrophes:

	<u>Normal</u>	<u>Excess</u>	<u>Total</u>
Indemnity—All Policy Years	\$8,500	\$154,500	\$163,000

The following are the limiting medical values for all cases except catastrophes:

	<u>Normal</u>	<u>Excess</u>	<u>Total</u>
Medical—All Policy Years	\$8,500	\$214,500	\$223,000

Catastrophes shall be limited in accordance with 3:11-40(c) of this Manual.

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★ **2. Longshore and Harbor Workers Table A1.**

Applicable January 1, 2021 as provided in 3:11 of this Manual.

Applicable to Losses Incurred under the Longshore and Harbor Workers Compensation Act.

LOSS MODIFICATION FACTORS

POLICY YEAR	DEATH	PERMANENT TOTAL	OTHER INDEMNITY	MEDICAL
2016	1.05	1.01	1.00	1.00
2016	1.04	1.01	1.00	(For Losses Occurring 10-1-16 and Thereafter)
2017	1.04	1.01	1.00	1.00
2017	1.03	1.01	1.00	(For Losses Occurring 10-1-17 and Thereafter)
2018	1.03	1.01	1.00	1.00
2018	1.02	1.01	1.00	(For Losses Occurring 10-1-18 and Thereafter)
2019	1.02	1.01	1.00	1.00
2019	1.01	1.01	1.00	(For Losses Occurring 10-1-19 and Thereafter)
2020	1.01	1.01	1.00	1.00
2020	1.00	1.00	1.00	(For Losses Occurring 10-1-20 and Thereafter)

Expected Loss Factor—(All Years) 0.425

Credibility Values $C_e = 0.873$ $K_e = 934,366$
 $C_n = 0.994$ $K_n = 11,221$

LOSS VALUES—DISTRIBUTION AND LIMITS

The following are the limiting indemnity values for all cases except catastrophes:

	<u>Normal</u>	<u>Excess</u>	<u>Total</u>
Indemnity—All Policy Years	\$8,500	\$236,500	\$245,000

The following are the limiting medical values for all cases except catastrophes:

	<u>Normal</u>	<u>Excess</u>	<u>Total</u>
Medical—All Policy Years	\$8,500	\$214,500	\$223,000

Catastrophes shall be limited in accordance with 3:11-40(c) of this Manual.

3. Excess Elements Table B.

The Table B Excess Elements are set forth in the New Jersey rate pages in 2:1-2 of this Manual.

4. Catastrophe Elements Table C

Applicable as provided in the Experience Rating Plan 3:11 and the Retrospective Rating Plan 3:12 of this Manual.

<u>CODE NO.</u>	<u>CATASTROPHE ELEMENT</u>	<u>EXCESS ELEMENT</u>
9088	A	A

The procedure for the treatment of classifications involving catastrophe elements is set forth in 3:11-43 and 3:12-14(a) of this Manual.

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PART TWO

SECTION 6. RETROSPECTIVE RATING VALUES

★ 1. Retrospective Development Factors

1st Adjustment	0.14
2nd Adjustment	0.07
3rd Adjustment	0.04
Subsequent Adjustments	0.00

★ 2. Hazard Group Differentials

Group	Loss Only	Loss Including ALAE
A	10,493	12,216
B	14,415	16,762
C	16,366	19,014
D	21,315	24,746
E	26,489	30,722
F	39,918	46,257
G	42,823	49,478

The group to which each classification is assigned is shown in 2:6-10 of this Manual.

★ 3. (a) Excess Loss Premium Factors

Group	A	B	C	D	E	F	G
Loss Limit							
\$ 25,000	0.325	0.364	0.376	0.401	0.420	0.444	0.459
30,000	0.303	0.343	0.356	0.381	0.401	0.427	0.444
40,000	0.269	0.308	0.322	0.348	0.370	0.398	0.417
50,000	0.242	0.280	0.294	0.321	0.344	0.373	0.395
75,000	0.195	0.231	0.245	0.271	0.295	0.325	0.349
100,000	0.163	0.197	0.211	0.236	0.260	0.289	0.316
125,000	0.141	0.172	0.186	0.210	0.234	0.262	0.289
150,000	0.124	0.153	0.166	0.189	0.213	0.240	0.268
175,000	0.110	0.138	0.150	0.172	0.195	0.222	0.250
200,000	0.099	0.125	0.138	0.158	0.181	0.207	0.235
250,000	0.082	0.106	0.117	0.137	0.158	0.182	0.210
300,000	0.070	0.092	0.102	0.120	0.140	0.163	0.191
350,000	0.061	0.081	0.091	0.107	0.126	0.148	0.175
400,000	0.054	0.072	0.082	0.097	0.115	0.135	0.162
450,000	0.048	0.065	0.074	0.088	0.106	0.125	0.152
500,000	0.043	0.059	0.068	0.081	0.098	0.116	0.142
600,000	0.036	0.050	0.058	0.070	0.085	0.102	0.127
700,000	0.031	0.043	0.051	0.061	0.075	0.091	0.115
800,000	0.027	0.038	0.045	0.054	0.068	0.082	0.105
900,000	0.024	0.034	0.040	0.049	0.061	0.074	0.097
1,000,000	0.021	0.031	0.037	0.045	0.056	0.068	0.090
2,000,000	0.010	0.015	0.019	0.024	0.031	0.039	0.055
3,000,000	0.006	0.010	0.013	0.016	0.022	0.027	0.041
4,000,000	0.004	0.007	0.010	0.012	0.017	0.021	0.033
5,000,000	0.003	0.006	0.008	0.009	0.013	0.017	0.027
6,000,000	0.003	0.005	0.006	0.008	0.011	0.014	0.023
7,000,000	0.002	0.004	0.005	0.006	0.009	0.012	0.020
8,000,000	0.002	0.003	0.004	0.006	0.008	0.010	0.017
9,000,000	0.002	0.003	0.004	0.005	0.007	0.009	0.015
10,000,000	0.001	0.002	0.003	0.004	0.006	0.008	0.014

The group to which each classification is assigned is shown in 2:6-10 of this Manual.

The rules that pertain to the election of loss limitation in retrospective rating agreements are found in 3:12-20(e) of this Manual.

The Excess Loss Premium Factors in 2:6-3 apply to all classifications, including those that contemplate coverage under the United States Longshore and Harbor Workers Compensation Act.

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★ **3. (b) Excess Loss Premium Factors—ALAE Option**

Group	A	B	C	D	E	F	G
\$ Loss Limit							
25,000	0.392	0.436	0.449	0.477	0.497	0.524	0.540
30,000	0.368	0.412	0.426	0.455	0.477	0.506	0.523
40,000	0.328	0.373	0.388	0.418	0.442	0.473	0.494
50,000	0.297	0.341	0.357	0.387	0.413	0.445	0.469
75,000	0.242	0.284	0.300	0.330	0.357	0.391	0.418
100,000	0.206	0.245	0.260	0.289	0.317	0.350	0.379
125,000	0.178	0.216	0.231	0.259	0.286	0.319	0.349
150,000	0.159	0.193	0.208	0.235	0.261	0.293	0.324
175,000	0.143	0.175	0.189	0.215	0.241	0.272	0.303
200,000	0.129	0.160	0.174	0.199	0.224	0.254	0.286
250,000	0.109	0.137	0.150	0.173	0.197	0.226	0.257
300,000	0.094	0.120	0.132	0.153	0.176	0.203	0.234
350,000	0.083	0.106	0.118	0.137	0.160	0.185	0.216
400,000	0.073	0.095	0.107	0.125	0.146	0.170	0.201
450,000	0.066	0.086	0.097	0.114	0.135	0.158	0.188
500,000	0.060	0.079	0.089	0.105	0.125	0.147	0.176
600,000	0.050	0.067	0.077	0.091	0.110	0.130	0.158
700,000	0.043	0.058	0.067	0.080	0.097	0.116	0.143
800,000	0.038	0.051	0.060	0.072	0.088	0.105	0.132
900,000	0.033	0.046	0.054	0.065	0.080	0.096	0.122
1,000,000	0.030	0.041	0.049	0.059	0.073	0.088	0.113
2,000,000	0.014	0.020	0.025	0.031	0.040	0.049	0.069
3,000,000	0.008	0.013	0.016	0.020	0.028	0.034	0.050
4,000,000	0.006	0.009	0.012	0.015	0.021	0.026	0.040
5,000,000	0.004	0.007	0.009	0.012	0.017	0.021	0.033
6,000,000	0.003	0.006	0.008	0.009	0.014	0.017	0.028
7,000,000	0.003	0.005	0.006	0.008	0.011	0.015	0.024
8,000,000	0.002	0.004	0.005	0.007	0.010	0.013	0.021
9,000,000	0.002	0.003	0.005	0.006	0.008	0.011	0.018
10,000,000	0.002	0.003	0.004	0.005	0.007	0.010	0.016

4. Loss Conversion Factor

Schedule X Carriers—max. of 1.45

Schedule Y Carriers—max. of 1.25

5. Tax Multiplier

New Jersey = 1.052

USL = 1.112

Applicable in accordance with the Retrospective Rating Rules and Formulae set forth in 3:12 of this Manual.

6. Expected Loss Ratio = 0.567

Expected Loss Ratio and Allocated Expense Ratio = 0.626

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7. (a) Expense Ratios (Excluding Taxes—Including Profit & Contingency) - Schedule Y*

Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio
\$ 0 – 10055	.384	\$ 19570 – 19999	.341	\$ 225958 – 235999	.298
10056 – 10167	.383	20000 – 20449	.340	236000 – 246976	.297
10168 – 10282	.382	20450 – 20919	.339	246977 – 259024	.296
10283 – 10399	.381	20920 – 21411	.338	259025 – 272307	.295
10400 – 10520	.380	21412 – 21927	.337	272308 – 287027	.294
10521 – 10643	.379	21928 – 22469	.336	287028 – 303428	.293
10644 – 10769	.378	22470 – 23037	.335	303429 – 321818	.292
10770 – 10898	.377	23038 – 23636	.334	321819 – 342580	.291
10899 – 11030	.376	23637 – 24266	.333	342581 – 366206	.290
11031 – 11165	.375	24267 – 24931	.332	366207 – 393333	.289
11166 – 11304	.374	24932 – 25633	.331	393334 – 424799	.289
11305 – 11446	.373	25634 – 26376	.330	424800 – 461739	.288
11447 – 11592	.372	26377 – 27164	.329	461740 – 505714	.287
11593 – 11741	.371	27165 – 27999	.328	505715 – 558947	.286
11742 – 11895	.370	28000 – 28888	.327	558948 – 624705	.285
11896 – 12052	.369	28889 – 29836	.327	624706 – 707999	.284
12053 – 12214	.368	29837 – 30847	.326	708000 – 816923	.283
12215 – 12380	.367	30848 – 31929	.325	816924 – 965454	.282
12381 – 12551	.366	31930 – 33090	.324	965455 – 1179999	.281
12552 – 12727	.366	33091 – 34339	.323	1180000 – 1517142	.280
12728 – 12907	.365	34340 – 35686	.322	1517143 – 1824799	.279
12908 – 13093	.364	35687 – 37142	.321	1824800 – 1983478	.278
13094 – 13284	.363	37143 – 38723	.320	1983479 – 2172380	.277
13285 – 13481	.362	38724 – 40444	.319	2172381 – 2401052	.276
13482 – 13684	.361	40445 – 42325	.318	2401053 – 2683529	.275
13685 – 13893	.360	42326 – 44390	.317	2683530 – 3041333	.274
13894 – 14108	.359	44391 – 46666	.316	3041334 – 3509230	.273
14109 – 14330	.358	46667 – 49189	.315	3509231 – 4147272	.272
14331 – 14559	.357	49190 – 51999	.314	4147273 – 5068888	.271
14560 – 14796	.356	52000 – 55151	.313	5068889 – 6517142	.270
14797 – 15041	.355	55152 – 58709	.312	6517143 – 9123999	.270
15042 – 15294	.354	58710 – 62758	.311	9124000 – 15206666	.269
15295 – 15555	.353	62759 – 67407	.310	15206667 – 45619999	.268
15556 – 15826	.352	67408 – 72799	.309	45620000 – & OVER	.267
15827 – 16106	.351	72800 – 79130	.308		
16107 – 16396	.350	79131 – 86666	.308		
16397 – 16697	.349	86667 – 95789	.307		
16698 – 17009	.348	95790 – 107058	.306		
17010 – 17333	.347	107059 – 121333	.305		
17334 – 17669	.346	121334 – 139999	.304		
17670 – 18019	.346	140000 – 165454	.303		
18020 – 18383	.345	165455 – 200377	.302		
18384 – 18762	.344	200378 – 208235	.301		
18763 – 19157	.343	208236 – 216734	.300		
19158 – 19569	.342	216735 – 225957	.299		

* These expense ratios are based on the following expense provisions:

First	\$ 10,000.....	0.383
Next	190,000.....	0.296
Next	1,550,000.....	0.275
Over	1,750,000.....	0.266

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7. (b) Expense Ratios (Excluding Taxes and ALAE—Including Profit & Contingency) - Schedule Y*

Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio
\$ 0 – 10055	.325	\$ 19570 – 19999	.282	\$ 225958 – 235999	.239
10056 – 10167	.324	20000 – 20449	.281	236000 – 246976	.238
10168 – 10282	.323	20450 – 20919	.280	246977 – 259024	.237
10283 – 10399	.322	20920 – 21411	.279	259025 – 272307	.236
10400 – 10520	.321	21412 – 21927	.278	272308 – 287027	.235
10521 – 10643	.320	21928 – 22469	.277	287028 – 303428	.234
10644 – 10769	.319	22470 – 23037	.276	303429 – 321818	.233
10770 – 10898	.318	23038 – 23636	.275	321819 – 342580	.232
10899 – 11030	.317	23637 – 24266	.274	342581 – 366206	.231
11031 – 11165	.316	24267 – 24931	.273	366207 – 393333	.230
11166 – 11304	.315	24932 – 25633	.272	393334 – 424799	.230
11305 – 11446	.314	25634 – 26376	.271	424800 – 461739	.229
11447 – 11592	.313	26377 – 27164	.270	461740 – 505714	.228
11593 – 11741	.312	27165 – 27999	.269	505715 – 558947	.227
11742 – 11895	.311	28000 – 28888	.268	558948 – 624705	.226
11896 – 12052	.310	28889 – 29836	.268	624706 – 707999	.225
12053 – 12214	.309	29837 – 30847	.267	708000 – 816923	.224
12215 – 12380	.308	30848 – 31929	.266	816924 – 965454	.223
12381 – 12551	.307	31930 – 33090	.265	965455 – 1179999	.222
12552 – 12727	.307	33091 – 34339	.264	1180000 – 1517142	.221
12728 – 12907	.306	34340 – 35686	.263	1517143 – 1824799	.220
12908 – 13093	.305	35687 – 37142	.262	1824800 – 1983478	.219
13094 – 13284	.304	37143 – 38723	.261	1983479 – 2172380	.218
13285 – 13481	.303	38724 – 40444	.260	2172381 – 2401052	.217
13482 – 13684	.302	40445 – 42325	.259	2401053 – 2683529	.216
13685 – 13893	.301	42326 – 44390	.258	2683530 – 3041333	.215
13894 – 14108	.300	44391 – 46666	.257	3041334 – 3509230	.214
14109 – 14330	.299	46667 – 49189	.256	3509231 – 4147272	.213
14331 – 14559	.298	49190 – 51999	.255	4147273 – 5068888	.212
14560 – 14796	.297	52000 – 55151	.254	5068889 – 6517142	.211
14797 – 15041	.296	55152 – 58709	.253	6517143 – 9123999	.211
15042 – 15294	.295	58710 – 62758	.252	9124000 – 15206666	.210
15295 – 15555	.294	62759 – 67407	.251	15206667 – 45619999	.209
15556 – 15826	.293	67408 – 72799	.250	45620000 – & OVER	.208
15827 – 16106	.292	72800 – 79130	.249		
16107 – 16396	.291	79131 – 86666	.249		
16397 – 16697	.290	86667 – 95789	.248		
16698 – 17009	.289	95790 – 107058	.247		
17010 – 17333	.288	107059 – 121333	.246		
17334 – 17669	.287	121334 – 139999	.245		
17670 – 18019	.287	140000 – 165454	.244		
18020 – 18383	.286	165455 – 200377	.243		
18384 – 18762	.285	200378 – 208235	.242		
18763 – 19157	.284	208236 – 216734	.241		
19158 – 19569	.283	216735 – 225957	.240		

* These expense ratios are based on the following expense provisions:

First	\$ 10,000.....	0.325
Next	190,000.....	0.238
Next	1,550,000.....	0.217
Over	1,750,000.....	0.208

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8. (a) Expense Ratios (Excluding Taxes—Including Profit & Contingency) - Schedule X*

Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio
\$ 0 – 10099	.384	\$ 23721 – 24878	.355	\$ 601819 – 735555	.327
10100 – 10303	.383	24879 – 26153	.354	735556 – 945714	.326
10304 – 10515	.382	26154 – 27567	.353	945715 – 1323999	.325
10516 – 10736	.381	27568 – 29142	.352	1324000 – 1809565	.324
10737 – 10967	.380	29143 – 30909	.351	1809566 – 1981904	.323
10968 – 11208	.379	30910 – 32903	.350	1981905 – 2190526	.322
11209 – 11460	.378	32904 – 35172	.349	2190527 – 2448235	.321
11461 – 11724	.377	35173 – 37777	.348	2448236 – 2774666	.320
11725 – 11999	.376	37778 – 40799	.347	2774667 – 3201538	.319
12000 – 12289	.375	40800 – 44347	.346	3201539 – 3783636	.318
12290 – 12592	.374	44348 – 48571	.346	3783637 – 4624444	.317
12593 – 12911	.373	48572 – 53684	.345	4624445 – 5945714	.316
12912 – 13246	.372	53685 – 59999	.344	5945715 – 8323999	.315
13247 – 13599	.371	60000 – 67999	.343	8324000 – 13873333	.314
13600 – 13972	.370	68000 – 78461	.342	13873334 – 41619999	.313
13973 – 14366	.369	78462 – 92727	.341	41620000 – & OVER	.312
14367 – 14782	.368	92728 – 113333	.340		
14783 – 15223	.367	113334 – 145714	.339		
15224 – 15692	.366	145715 – 200606	.338		
15693 – 16190	.366	200607 – 213548	.337		
16191 – 16721	.365	213549 – 228275	.336		
16722 – 17288	.364	228276 – 245185	.335		
17289 – 17894	.363	245186 – 264799	.334		
17895 – 18545	.362	264800 – 287826	.333		
18546 – 19245	.361	287827 – 315238	.332		
19246 – 19999	.360	315239 – 348421	.331		
20000 – 20816	.359	348422 – 389411	.330		
20817 – 21702	.358	389412 – 441333	.329		
21703 – 22666	.357	441334 – 509230	.328		
22667 – 23720	.356	509231 – 601818	.327		

* These expense ratios are based on the following expense provisions:

First	\$ 10,000.....	0.383
Next	190,000.....	0.335
Next	1,550,000.....	0.321
Over	1,750,000.....	0.312

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8. (b) Expense Ratios (Excluding Taxes and ALAE—Including Profit & Contingency) - Schedule X*

Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio	Total Standard Premium	Expense Ratio
\$ 0 – 10099	.325	\$ 23721 – 24878	.296	\$ 601819 – 735555	.268
10100 – 10303	.324	24879 – 26153	.295	735556 – 945714	.267
10304 – 10515	.323	26154 – 27567	.294	945715 – 1323999	.266
10516 – 10736	.322	27568 – 29142	.293	1324000 – 1809565	.265
10737 – 10967	.321	29143 – 30909	.292	1809566 – 1981904	.264
10968 – 11208	.320	30910 – 32903	.291	1981905 – 2190526	.263
11209 – 11460	.319	32904 – 35172	.290	2190527 – 2448235	.262
11461 – 11724	.318	35173 – 37777	.289	2448236 – 2774666	.261
11725 – 11999	.317	37778 – 40799	.288	2774667 – 3201538	.260
12000 – 12289	.316	40800 – 44347	.287	3201539 – 3783636	.259
12290 – 12592	.315	44348 – 48571	.287	3783637 – 4624444	.258
12593 – 12911	.314	48572 – 53684	.286	4624445 – 5945714	.257
12912 – 13246	.313	53685 – 59999	.285	5945715 – 8323999	.256
13247 – 13599	.312	60000 – 67999	.284	8324000 – 13873333	.255
13600 – 13972	.311	68000 – 78461	.283	13873334 – 41619999	.254
13973 – 14366	.310	78462 – 92727	.282	41620000 – & OVER	.253
14367 – 14782	.309	92728 – 113333	.281		
14783 – 15223	.308	113334 – 145714	.280		
15224 – 15692	.307	145715 – 200606	.279		
15693 – 16190	.307	200607 – 213548	.278		
16191 – 16721	.306	213549 – 228275	.277		
16722 – 17288	.305	228276 – 245185	.276		
17289 – 17894	.304	245186 – 264799	.275		
17895 – 18545	.303	264800 – 287826	.274		
18546 – 19245	.302	287827 – 315238	.273		
19246 – 19999	.301	315239 – 348421	.272		
20000 – 20816	.300	348422 – 389411	.271		
20817 – 21702	.299	389412 – 441333	.270		
21703 – 22666	.298	441334 – 509230	.269		
22667 – 23720	.297	509231 – 601818	.268		

* These expense ratios are based on the following expense provisions:

First	\$ 10,000.....	0.325
Next	190,000.....	0.277
Next	1,550,000.....	0.263
Over	1,750,000.....	0.254

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★ **9. Retrospective Rating—Table of Policy Excess Ratio Ranges**
Table of Texted Claim Count Groups
Table of Aggregate Loss Factors

The following Tables are to be used in determining the net aggregate loss factor that is included in the basic premium factor for Retrospective Rating. Such net aggregate loss factor is made up of two elements, a charge for losses in excess of the maximum premium and a credit for savings resulting from the minimum premium.

TABLE OF POLICY EXCESS RATIO RANGES

Sub-Table	Excess Ratio Range (Rounded Values)
1	0.000 – 0.008
2	0.009 – 0.026
3	0.027 – 0.051
4	0.052 – 0.077
5	0.078 – 0.109
6	0.110 – 0.143
7	0.144 – 0.178
8	0.179 – 0.217
9	0.218 – 0.264
10	0.265 – 0.309
11	0.310 – 0.351
12	0.352 – 0.412
13	0.413 – 0.475
14	0.476 – 0.541
15	0.542 – 0.639
16	0.640 – 0.758
17	0.759 – 0.847
18	0.848 – 1.000

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TABLE OF EXPECTED CLAIM COUNT GROUPS

Expected Claim Count Group	Expected Number of Claims (Rounded Values)	Expected Claim Count Group	Expected Number of Claims (Rounded Values)	Expected Claim Count Group	Expected Number of Claims (Rounded Values)
94	0.00 – 0.12	67	3.27 – 3.56	40	45.8 – 51.6
93	0.13 – 0.15	66	3.57 – 3.89	39	51.7 – 58.4
92	0.16 – 0.19	65	3.90 – 4.26	38	58.5 – 66.3
91	0.20 – 0.23	64	4.27 – 4.66	37	66.4 – 75.5
90	0.24 – 0.27	63	4.67 – 5.09	36	75.6 – 86.4
89	0.28 – 0.32	62	5.10 – 5.57	35	86.5 – 99.2
88	0.33 – 0.38	61	5.58 – 6.09	34	99.3 – 114
87	0.39 – 0.44	60	6.10 – 6.67	33	115 – 133
86	0.45 – 0.51	59	6.68 – 7.30	32	134 – 154
85	0.52 – 0.59	58	7.31 – 8.00	31	155 – 181
84	0.60 – 0.66	57	8.01 – 8.77	30	182 – 213
83	0.67 – 0.75	56	8.78 – 9.62	29	214 – 253
82	0.76 – 0.84	55	9.63 – 10.6	28	254 – 302
81	0.85 – 0.94	54	10.7 – 11.6	27	303 – 364
80	0.95 – 1.05	53	11.7 – 12.8	26	365 – 442
79	1.06 – 1.17	52	12.9 – 14.1	25	443 – 543
78	1.18 – 1.29	51	14.2 – 15.5	24	544 – 673
77	1.30 – 1.42	50	15.6 – 17.2	23	674 – 845
76	1.43 – 1.57	49	17.3 – 19.0	22	846 – 1,080
75	1.58 – 1.73	48	19.1 – 21.0	21	1,081 – 1,400
74	1.74 – 1.89	47	21.1 – 23.4	20	1,401 – 1,840
73	1.90 – 2.08	46	23.5 – 26.0	19	1,841 – 2,490
72	2.09 – 2.27	45	26.1 – 28.9	18	2,491 – 3,450
71	2.28 – 2.49	44	29.0 – 32.3	17	3,451 – 4,930
70	2.50 – 2.72	43	32.4 – 36.2	16	4,931 – 7,330
69	2.73 – 2.98	42	36.3 – 40.6	15	7,331 – and above
68	2.99 – 3.26	41	40.7 – 45.7		

TABLE OF AGGREGATE LOSS FACTORS

The Table of Aggregate Loss Factors is available in a downloadable format.

<https://www.njcrib.com/SharedDocs/CCPAP/ALFTable.xlsx>

ALF's on Demand is an alternative option that provides real-time calculations for retrospectively rated policies. Carriers must choose whether to exclusively use either the Table of Aggregate Loss Factors or ALF's on Demand to calculate the net aggregate loss factors for the retrospectively rated policies in their book of business. Carriers must notify the Bureau in writing which option they intend to use.

Effective January 1, 2021

★ **10. Retrospective Rating—Table of Classifications by Hazard Group (Table H)**

TABLE OF CLASSIFICATIONS BY HAZARD GROUP

The following Table is to be used in determining the individual classification Hazard Group assignment. Hazard Group assignments are necessary for use in Retrospective Rating calculations, specifically in the selection of Excess Loss Premium Factors, when applicable. Hazard Group assignments are included for all classifications in this Manual.

The Hazard Group assignment for a non-"F" classification whose rate has been increased to provide coverage under the United States Longshore and Harbor Workers Compensation Act is the Hazard Group for the classification increased by two levels (if class Hazard Group is C in this Table, the appropriate Hazard Group is E). When the classification Hazard Group is already at the highest Hazard Group level, the highest Hazard Group level should be used.

Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)
0005	C	1924	B	2416	C	2960	C
0034	C	1925	D	2418	C	3004	E
0035	B	1937	F	2420	C	3018	E
0042	D	2002	B	2501	C	3022	B
0050	C	2003	C	2503	B	3027	E
0055	C	2014	E	2557	C	3028	C
0073	C	2039	B	2570	B	3030	E
0074	D	2041	B	2576	B	3040	E
0075	B	2070	C	2582	C	3041	C
0079	E	2081	C	2585	B	3042	D
0081	C	2089	C	2586	C	3045	D
0082	C	2095	C	2587	B	3060	C
0083	C	2110	B	2588	B	3061	C
0084	C	2111	B	2600	B	3062	C
0085	D	2112	B	2623	D	3066	C
0086	B	2114	B	2654	B	3075	B
0089	E	2121	C	2660	B	3076	B
0106	F	2130	C	2670	A	3081	E
0700	C	2131	C	2683	B	3085	E
0910	B	2143	B	2688	B	3110	C
0913	C	2150	C	2702	G	3111	C
0917	B	2157	C	2710	F	3113	C
1320	F	2173	B	2759	B	3114	C
1438	F	2211	E	2790	B	3118	B
1452	E	2286	B	2802	D	3122	B
1463	F	2302	C	2835	A	3131	C
1624	F	2303	C	2836	A	3132	C
1699	E	2352	B	2841	B	3145	C
1701	E	2361	C	2852	B	3146	C
1710	E	2362	C	2881	A	3169	C
1741	G	2380	C	2883	C	3179	B
1747	E	2383	C	2913	A	3188	B
1754	E	2386	B	2916	F	3192	B
1814	F	2388	B	2923	B	3193	B
1853	D	2402	E	2942	A	3194	B

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★ 10. Retrospective Rating—Table of Classifications by Hazard Group (Table H) continued

TABLE OF CLASSIFICATIONS BY HAZARD GROUP

Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)
3220	C	3726	G	4307	A	4740	E
3227	B	3807	B	4313	D	4741	C
3241	C	3815	D	4351	C	4771	G
3255	A	3821	D	4352	B	4824	B
3257	C	3826	C	4353	D	4827	E
3270	C	3830	D	4360	B	4828	D
3307	C	3864	D	4361	B	4829	F
3315	B	3865	A	4410	C	4835	E
3336	E	3881	C	4431	A	4836	E
3339	E	4000	F	4432	A	4902	B
3365	E	4023	E	4439	E	4923	C
3372	D	4024	E	4452	C	5000	F
3373	C	4027	E	4459	C	5022	F
3381	C	4034	E	4470	C	5038	G
3383	B	4036	E	4479	A	5040	G
3384	C	4038	A	4484	C	5057	G
3385	B	4050	B	4491	C	5059	G
3400	D	4053	C	4493	C	5069	G
3507	C	4062	C	4557	B	5103	F
3548	C	4111	B	4558	C	5146	E
3561	B	4112	C	4561	C	5160	F
3571	B	4113	C	4571	D	5183	E
3574	B	4114	C	4572	D	5184	E
3581	B	4115	C	4583	F	5188	E
3612	D	4130	C	4597	B	5190	E
3620	E	4133	B	4598	E	5191	C
3632	D	4150	A	4611	B	5192	C
3634	B	4239	E	4627	E	5200	E
3635	C	4240	B	4628	E	5213	F
3638	B	4243	C	4635	G	5215	D
3642	C	4244	C	4653	B	5222	F
3643	C	4245	C	4665	E	5223	E
3648	B	4250	C	4683	C	5348	E
3649	C	4251	C	4692	B	5402	B
3656	D	4273	C	4693	C	5403	F
3681	B	4279	C	4703	C	5409	E
3685	B	4282	B	4707	C	5437	E
3686	B	4283	C	4710	B	5443	C
3719	G	4299	B	4712	B	5445	F
3724	F	4301	B	4720	C	5458	F

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★ **10. Retrospective Rating—Table of Classifications by Hazard Group (Table H) continued**

TABLE OF CLASSIFICATIONS BY HAZARD GROUP

Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)
5459	F	6824	G	7426	G	8044	D
5462	E	6826	G	7427	G	8045	B
5466	F	6834	F	7428	E	8046	C
5473	G	6836	E	7431	G	8047	B
5474	F	6872	G	7435	E	8048	B
5475	G	6874	G	7502	E	8051	B
5479	D	7019	G	7515	G	8053	B
5480	F	7027	G	7520	C	8054	B
5491	F	7038	G	7536	G	8055	B
5500	G	7046	G	7538	G	8090	C
5509	F	7089	G	7539	F	8102	B
5538	E	7098	G	7540	G	8103	D
5551	G	7133	F	7580	E	8105	B
5606	F	7151	F	7590	D	8106	E
5610	C	7152	F	7600	E	8107	E
5645	F	7196	F	7601	F	8111	C
5701	F	7201	C	7605	E	8116	C
5703	E	7207	E	7610	D	8203	C
5951	B	7219	F	7710	F	8204	E
5954	B	7230	D	7711	F	8215	E
6003	E	7231	D	7712	G	8227	G
6005	E	7309	G	7714	C	8232	E
6039	F	7327	G	7715	G	8235	C
6042	E	7334	G	7720	E	8263	D
6204	F	7335	G	7723	G	8264	E
6217	F	7350	G	7728	G	8265	F
6229	F	7360	E	7855	E	8268	C
6233	F	7369	C	8001	B	8269	D
6235	G	7370	C	8006	C	8279	F
6251	F	7380	D	8008	B	8280	F
6252	G	7381	C	8010	B	8291	D
6306	F	7382	C	8013	C	8292	C
6319	F	7384	C	8017	B	8293	E
6325	F	7390	C	8018	B	8350	F
6400	D	7394	G	8021	C	8353	E
6504	B	7395	G	8031	C	8385	E
6702	E	7403	E	8032	B	8387	D
6703	E	7405	E	8033	C	8392	C
6801	G	7424	E	8034	C	8393	C
6811	E	7425	G	8039	B	8396	D

Effective January 1, 2021

10. Retrospective Rating—Table of Classifications by Hazard Group (Table H) continued

TABLE OF CLASSIFICATIONS BY HAZARD GROUP

Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)	Code No.	Hazard Group (A-G)
8397	D	9033	C	9555	F
8398	D	9044	B	9556	F
8506	E	9045	C	9557	D
8507	E	9052	B	9586	A
8601	D	9053	B	9600	B
8606	F	9060	B	9610	E
8607	E	9061	A	9620	D
8709	G	9063	B	9720	C
8711	G	9065	B	9726	C
8720	E	9078	C	9728	C
8726	E	9079	A		
8731	E	9088	G		
8737	E	9089	B		
8738	E	9093	B		
8742	E	9102	C		
8745	D	9106	B		
8748	D	9107	B		
8753	B	9109	G		
8755	E	9154	C		
8800	A	9156	D		
8803	E	9170	G		
8810	C	9178	A		
8814	C	9179	B		
8815	C	9180	E		
8820	D	9182	C		
8828	C	9186	F		
8829	C	9220	D		
8831	C	9402	E		
8832	C	9403	F		
8835	C	9410	C		
8836	C	9421	B		
8838	B	9423	C		
8840	C	9501	D		
8860	E	9519	E		
8868	B	9421	B		
★ 8871	C	9522	C		
9521	E	9529	G		
9014	C	9530	G		
9015	C	9538	F		
9016	C	9554	F		

Effective May 1, 2017

PART THREE

SECTION 1. APPLICATION OF MANUAL, DEFINITIONS, EMPLOYMENTS COVERED AND COMPULSORY INSURANCE REQUIREMENTS

1. Application of this Manual. The Rules, Classifications, Rates and Rating Plans in this Manual shall govern the writing of policies, audit of payrolls and the adjustment of premiums.

1.1 Application to New and Renewal Policies Only. The entire contents of this Manual have been filed with and approved by the Commissioner of Banking and Insurance to apply to new and renewal policies effective on or after the effective date of the Manual, but not otherwise. Any amendment or supplement to this Manual made subsequent to the effective date of the Manual shall apply to new and renewal policies effective on or after the effective date of the amendment or supplement, but not otherwise.

1.2 Not Applicable to Outstanding Policies. Except as may be specifically provided otherwise, neither this Manual nor any amendment or supplement to it shall apply to any policies outstanding as of the effective date of the Manual, the amendment or the supplement.

2. Policy Effective Date Definition. The policy effective date is the effective month, day and year of the employer's record of coverage in New Jersey. The applicable components below apply to new and renewal policies, and shall be determined by the policy effective date.

Information Page Components:

- a) Classifications
- b) Rates
- c) Experience Modification
- d) Increase Factor and Minimum Charge for Increased Employers' Liability, Admiralty or Federal Employers' Liability Act Limits
- e) Non-"F" Factor for U.S. Longshore Act
- f) Premium Discount
- g) Deductible Program Credit
- h) Managed Care Credit
- i) Plan Premium Adjustment Program Percentage
- j) Expense Constant Charge
- k) Second Injury Fund Surcharge
- l) Uninsured Employer's Fund Surcharge
- m) Minimum Premium
- n) New Jersey Construction Classification Premium Adjustment Program
- o) Terrorism Premium Charge
- p) Catastrophe (Other than Certified Acts of Terrorism) Premium Charge
- q) Schedule Rating Premium Adjustments

The only components subject to deviation from this rule are the experience modification, the New Jersey Construction Classification Premium Adjustment Program credit and the Plan Premium Adjustment Program factor, which are controlled by the Rating Effective Date in 3:11-24A of this Manual.

Where a policy is written for a period not more than sixteen days more or less than one year for the purpose of adjusting the policy to expire on the first day of the month, the applicable components listed above determined for the policy shall apply for its entire term. Retrospective rating values are established by the effective date of the Option under 3:12-1 of this Manual, except the tax multiplier and excess loss premium factor in the second and third year of a three-year Retrospective Rating Option.

Multi-State Policies. Where New Jersey coverage is endorsed to a multi-state policy, the applicable components listed above for that coverage shall be those in force as of the effective date of the endorsement.

3. Jurisdiction of the Rating Bureau. The Rating Bureau at any time or times during the policy period and during three years thereafter may promulgate or approve in accordance with its procedure, effective as of any then past, present or future date within the policy period, any adjustment or change of classification, rate or rating applicable to the operations of the insured employer. Such adjustment or change shall apply to, and be effective as of such date as an alteration to the policy. The company shall furnish the insured or his representative, for attachment to the policy, an endorsement which shall evidence such alteration and the effective date thereof.

4. Non-Conforming Policies Shall Be Corrected. The Rating Bureau may require the correction of any policy not conforming in every particular to the regulations expressed in this Manual either by endorsement or by cancellation and rewrite of the offending policy. In either case the company shall file conclusive evidence of such correction with the Rating Bureau within fifteen days of the date of notification of such violation in writing by the Rating Bureau.

5. General Rules—Definition. Whenever used in any of the Special Rules, Classifications, Rating Plans or Supplements of this Manual, the term "General Rules of this Manual" shall be defined as the provisions of Part 3, Section 1 through 3, and the provisions of Part 1, Section 1 of this Manual.

Effective May 1, 2017

6. Workers Compensation—Definition. Workers Compensation as used in this Manual shall mean the obligation imposed upon an employer subject to Article 2, et seq of the New Jersey Workers' Compensation Law or subject to the U.S. Longshore and Harbor Workers' Compensation Act to pay the benefits prescribed by such laws.

7. Employers Liability—Definition. Employers Liability as used in this Manual means the legal obligation of the employer to pay 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 or, subject to the conditions stated in the policy, while temporarily outside the United States of America, its territories or possessions, or Canada by such of the employer's employees as are legally employed, excluding liability assumed by the employer under any contract or agreement and excluding liability under any workers compensation, occupational disease, unemployment compensation or disability benefits laws.

8. Risk—Definition. Risk as used in this Manual shall mean and include the entire insured operations within the State of New Jersey or to which the New Jersey Compensation Law is applicable, conducted by any one legal entity, or by two or more separate entities in which the same person, or group of persons, or corporation, holds a majority interest. Majority owned subsidiaries shall be combined with their parent concern and with all other entities with which they are eligible for combination under this rule.

The Rules, Classifications, Rates and Rating Plans shall apply to each risk as so defined except where 3:3-77(b), 3:7, 3:10-5 & 6, 3:10A-3 and 3:12-8 of this Manual permit otherwise.

9. Employments Covered. The New Jersey Compensation Law contains no exclusions except for casual employments. Thus, with this one exception, all employees are subject to the Workers' Compensation Law. Casual employments are narrowly defined, if in connection with the employer's business, as employment the occasion for which arises by chance or is purely accidental; or if not in connection with any business of the employer, as employment not regular, periodic or recurring.

10. Compulsory Insurance Requirements.

- a) **Domestic Servants.** The compulsory insurance law, N.J.S.A. 34:15-5, known as the Employers' Liability Insurance Law applies to any employment of domestic servants. Although the insurance is required, each employer of domestic servants or household employees is exempt from N.J.S.A. 34:15-79 "Penalty For Failure To Provide Protection" and N.J.S.A. 34:15-80 "Notices of Insurance Posted."
- b) **Public Employments.** The compulsory insurance law, N.J.S.A. 34:15-5, likewise does not apply to certain public employments, insurance on which is optional with the Public Body.
- c) **Insurance or Self-Insurance Mandatory.** Insurance, or authorized exemption in accordance with N.J.S.A. 34:15-77, is mandatory as respects all other employments.

11. Appeal Procedure. Any person or organization directly aggrieved by determinations or rulings made by a division of the Rating Bureau regarding the application of policy provisions, or the Manual Rules contained in the New Jersey Workers Compensation and Employers Liability Insurance Manual, shall be entitled to request an appeal as set forth herein. If the appeal involves premium determinations, no appeal shall be considered unless:

- All undisputed premium has been paid to the insurer.
- The appeal is presented to the Governing Committee prior to an effective date of cancellation of coverage.
- The appeal is presented to the Governing Committee prior to commencement of collection or other legal proceedings by the insurer.

All appeals shall be submitted, in writing, to the Director of the Division responsible for the original determination. Appeal submissions shall identify the employer, insurer, producer, policy number, policy term and shall contain sufficient detail as to the appellant's stance, including premium calculations, to determine the nature and basis of the appeal.

Upon receipt and review, the Division Director may schedule an informal conference with the employer, a representative of the insurer, the designated producer and other representatives of the parties as deemed appropriate.

The purpose of the informal conference shall be an attempt to arrive at a reasonable and equitable resolution of the matter after review of all facts and circumstances. After the conference, the division representative shall provide the participants with a written summary of the conference agreements and conclusions.

In the event an informal conference is unsuccessful in resolving the dispute, further written appeal may be presented to the Rating Bureau's Executive Director.

Continued lack of resolution shall be appealed to the Governing Committee. Final determination of the Governing Committee

Effective May 1, 2017

may be appealed to the Commissioner of Banking & Insurance in accordance with N.J.S.A. 34:15-89.

Notice of any hearing before the Governing Committee shall be mailed at least 10 days before the date scheduled for the proceeding. A written decision shall be provided to the parties within 30 days of the conclusion of the hearing. This procedure shall apply to business conducted in both the voluntary and residual markets.

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Effective July 1, 2009

PART THREE

SECTION 2. NEW JERSEY FORMS

1. Filing for Approval. Each standard form included in this Section shall be used without modification in any manner. Filing of such forms is optional. Any other form, printed or otherwise, that affects the scope of coverage shall be filed, in duplicate with the Rating Bureau and written approval secured before the form is placed in use.

It is not necessary to file forms used to amend or provide for overflow of Information Page data elements.

Whenever any form on which prior approval has been deemed is reprinted with any change whatsoever, a new filing shall be made in duplicate and written approval secured before the form is placed in use.

2. Available Forms. This section contains forms that have been approved for use to provide or amend New Jersey Workers Compensation and Employers Liability Insurance. Also included are forms for use to provide or amend insurance under the United States Longshore and Harbor Workers' Compensation Act, Admiralty Laws or the Federal Employers' Liability Act.

3. Forms—Where Found. The policy forms applicable for use in New Jersey are contained in this section.

Those forms numbered WC 00 XX XX are taken directly from:

*The Forms Manual of Workers Compensation
and Employers Liability Insurance*

issued and copyrighted by the National Council on Compensation Insurance. Copies of the Forms Manual may be obtained from the:

*National Council on Compensation Insurance
901 Peninsula Corporate Circle
Boca Raton, Florida 33487*

Those forms numbered WC 29 XX XX are New Jersey special forms. Such forms are also contained in the above Forms Manual.

4. Identification of Endorsement Forms. Every endorsement form shall contain an attachment clause to include, but not be limited to, the policy number of which it forms a part, the effective date, the name of the insured, endorsement number and amount of premium, if applicable. The attachment clause shall cite the name of the company if issued at other than policy inception date. Such name shall be preprinted, recognizable by preprinted logo, or applied by stamping.

5. Countersignature. The contract of insurance shall contain the facsimile signature of two senior officers of the company. The policy Information Page and endorsements need not contain countersignatures against the signatures on the contract of insurance.

6. Filing by Reference. Any endorsement which forms a part of the policy at the time of issuance must be listed on the Information Page by using the standard form number and version identifier (WC XX XX XX Y) provided the endorsement has been filed and approved for use in New Jersey. Any endorsement requiring the insertion of variable information must also be physically attached to the Information Page.

7. Notes on Forms are Directional. The notes on the endorsements and various forms are directional and are not a part of the form.

8. Standard Policy and Endorsement Numbering System. The policy and endorsements contained herein each possess a unique identifying number. This number is standard and must be included on all forms.

"WC 00 00 00" is the number which represents the Workers Compensation and Employers Liability Policy.

"WC 00 00 01" is the number which represents the Information Page. There are Special New Jersey Requirements for the completion of this form. Such requirements are included herein.

All endorsements are assigned numbers which denote the type and purpose of the endorsement. The number consists of nine characters WC XX XX XX Y. They represent the following:

- a) Line of Insurance. The first two characters are WC. They establish that the form pertains to Workers Compensation and Employers Liability Insurance.

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- b) General/State. The second set of characters identifies the endorsement as a general/state or company endorsement. General endorsements are designated by "00." New Jersey endorsements are designated by "29." The number "89" is reserved for other standard endorsements. The number "99" has been reserved for use by companies on their own endorsements.
- c) Type of Endorsement. The third set of characters identifies the type of endorsement. The numbers and types are as follows:
 - 01—Federal Coverage and Exclusions
 - 02—Maritime Coverages and Exclusions
 - 03—Other Coverages and Exclusions
 - 04—Premium
 - 05—Retrospective Premium
 - 06—Miscellaneous
- d) Sequence Number. The fourth set of characters differentiates an endorsement from others in the same series.
- e) Version. The last identifier signifies the particular version of the endorsement. The version will be sequentially identified from blank (original version) then A thru Z (reprints 1 thru 26) as shown on page 3 of this Section. All Company endorsements shall also be identified in accordance with this version program (WC 99 XX XX Y).

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POLICY FORMS AND ENDORSEMENTS APPLICABLE IN NEW JERSEY

	Standard Identifier	Version Identifier
Workers Compensation and Employers Liability Insurance Policy	WC 00 00 00	C
Information Page (With New Jersey Requirements)	WC 00 00 01	A
FEDERAL COVERAGES AND EXCLUSIONS		
Defense Base Act Coverage Endorsement	WC 00 01 01	A
Federal Employers' Liability Act Coverage Endorsement	WC 00 01 04	A
Longshore and Harbor Workers' Compensation Act Coverage Endorsement	WC 00 01 06	A
Outer Continental Shelf Lands Act Coverage Endorsement	WC 00 01 09	C
New Jersey Voluntary Compensation Federal Employers' Liability Act Coverage Endorsement.....	WC 29 01 01	
MARITIME COVERAGES AND EXCLUSIONS		
Maritime Coverage Endorsement	WC 00 02 01	B
Voluntary Compensation Maritime Coverage Endorsement	WC 00 02 03	
OTHER COVERAGE AND EXCLUSIONS		
Alternate Employer Endorsement.....	WC 00 03 01	A
Designated Workplaces Exclusion Endorsement.....	WC 00 03 02	
Insurance Company as Insured Endorsement.....	WC 00 03 04	
Joint Venture as Insured Endorsement.....	WC 00 03 05	
Rural Utilities Service Endorsement.....	WC 00 03 09	B
New Jersey Workers Compensation and Employers Liability Coverage for Residence Employees Endorsement.....	WC 29 03 02	B
New Jersey Employee Leasing Labor Contractor Endorsement.....	WC 29 03 03	
New Jersey Employee Leasing Client Exclusion Endorsement.....	WC 29 03 04	A
New Jersey Employee Leasing Labor Contractor Exclusion Endorsement	WC 29 03 05	A
New Jersey Part Two Employers Liability Endorsement	WC 29 03 06	B
New Jersey Sole Proprietors and Partners Coverage Endorsement	WC 29 03 07	
New Jersey Limited Other States Insurance Endorsement	WC 29 03 09	A
New Jersey Workers' Compensation Insurance Plan Eligibility Endorsement	WC 29 03 10	
New Jersey Employee Leasing Client Endorsement	WC 29 03 11	
New Jersey Notice of Cancellation or Material Coverage Change to Designated Governmental Entity Endorsement.....	WC 29 03 12	
PREMIUM		
Experience Rating Modification Factor Endorsement	WC 00 04 03	
Pending Rate Change Endorsement	WC 00 04 04	
Policy Period Endorsement	WC 00 04 05	
Premium Discount Endorsement	WC 00 04 06	A
Rate Change Endorsement.....	WC 00 04 07	
Premium Due Date Endorsement.....	WC 00 04 19	
★ Catastrophe (Other than Certified Acts of Terrorism) Premium Endorsement.....	WC 00 04 21	E
★ Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement.....	WC 00 04 22	C
Audit Noncompliance Charge Endorsement	WC 00 04 24	
Experience Rating Modification Factor Revision Endorsement	WC 00 04 25	
New Jersey Approved Managed Care Program Endorsement	WC 29 04 09	A
New Jersey Construction Classification Premium Adjustment Endorsement.....	WC 29 04 10	

† Absence of a version identifier denotes original printing.

‡ The version identifier for these endorsements will be governed by revisions in verbiage or change in the Discount Percentages/Table of Rating Values forming a part of the endorsements.

★ New or revised forms.

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POLICY FORMS AND ENDORSEMENTS APPLICABLE IN NEW JERSEY

	<u>Standard Identifier</u>	<u>Version Identifier</u>
RETROSPECTIVE PREMIUM		
★ Retrospective Rating Plan Premium Endorsement—One Year Plan.....	WC 00 05 03	D
★ Retrospective Rating Plan Premium Endorsement—Three Year Plan	WC 00 05 04	D
★ Retrospective Rating Plan Premium Endorsement—Wrap-Up Construction Project	WC 00 05 05	D
Retrospective Premium Endorsement Aviation Exclusion	WC 00 05 08	
Retrospective Premium Endorsement Changes	WC 00 05 09	A
Retrospective Rating Plan Premium Endorsement Non-Ratable Catastrophe Element or Surcharge	WC 00 05 10	B
Retrospective Premium Endorsement Short Form	WC 00 05 11	
Retrospective Rating Plan Premium Endorsement Flexibility Options	WC 00 05 15	A
Retrospective Rating Plan Premium Endorsement Large Risk Alternative Rating Option (LRARO).....	WC 00 05 16	
New Jersey Retrospective Premium Endorsement Part Two Employers Liability Insurance Excess Exclusion	WC 29 05 09	C
New Jersey Large Risk—Large Deductible Endorsement.....	WC 29 06 01	A
New Jersey Large Risk—Large Deductible Retrospective Adjustment Endorsement	WC 29 06 02	B
New Jersey Large Risk—Large Deductible Aggregate Limit Endorsement	WC 29 06 04	A
New Jersey Large Risk—Large Deductible Retrospective—Per Person Basis.....	WC 29 06 05	
OTHER		
Policy Information Page Endorsement	WC 89 06 00	B
New Jersey Participating Provisions Endorsement.....	WC 29 06 03	
NEW JERSEY NOTICES		
New Jersey Notice of Cancellation	Form 116-B	
New Jersey Notice of Reinstatement.....	Form 117-A	
New Jersey Posting Notice	Form 16 NJ	A
New Jersey Posting Notice (Spanish)	Form 17 NJ	
New Jersey Notice of Election - Proprietors and Partners Workers Compensation and Employers' Liability Insurance	Form PP-1	B
New Jersey Transmittal Letter	Form TL-1	
New Jersey Confidential Request for Ownership Information.....	NJCRIE ERM-14 Form	
★ New Jersey Policyholder Notice	Form PHN-NJ	

† Absence of a version identifier denotes original printing.

‡ The version identifier for these endorsements will be governed by revisions in verbiage or change in the Discount Percentages/Table of Rating Values forming a part of the endorsements.

★ New or revised forms.

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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 non-occupational 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;

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- 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

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Information Page.

- 3) Bodily injury by accident must occur during the policy period.
- 4) Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- 5) If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

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

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

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

C. Exclusions

This insurance does not cover:

- 1) Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2) Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 3) Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- 4) Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5) Bodily injury intentionally caused or aggravated by you;
- 6) Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- 7) Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8) Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Section 901 et seq.), Non-Appropriated Fund Instrumentalities Act (5 U.S.C. Section 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Section 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Section 801 et seq. and 901-944), 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 U.S.C. Section 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10) Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;

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- 11) Fines or penalties imposed for violation of federal or state law; and
- 12) Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Section 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

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.

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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 obligation 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

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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 cancelled, final premium will be determined in the following way unless our manuals provide otherwise:

- 1) If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- 2) If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

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

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

- 1) You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 2) We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3) The policy period will end on the day and hour stated in the cancellation notice.

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- 4) Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Note: Any company operating on a Participating or Mutual basis shall include a participating provision as Paragraph "F" or shall file a Participating Provisions Endorsement for Separate approval

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INFORMATION PAGE ALGORITHM
MINIMUM PREMIUM POLICY

A.	E.L. PART II INCR LIMITS CHARGE	=	0.014	OR	1.40%	(INCR LIMITS IN ITEM 3B – TABLE 2-2-1)	I.	MANAGED CARE REDUCTION	=	-0.12	OR	-12.0%	(3:10B)
B.	E.L. PART II INCR LIMITS MIN CHARGE	=	150			(TABLE 2-2-1)	J.	PPAP	=	0.20	OR	20.0%	(3:14-8(13))
C.	POLICY MIN PREM	=	950			INCLUDES EXPENSE CONSTANT (2:1-2)	K.	SECOND INJURY FUND SURCHARGE	=	0.0534	OR	5.34%	(2:1-7)
D.	USL NON "F" FACTOR	=	1.50	OR	150.0%	(2:1-4a)	L.	UNINSURED EMPLOYERS FUND	=	0.0000	OR	0.00%	(2:1-7)
E.	MARITIME INCR LIMITS CHARGE	=	0.70	OR	70.0%	(INCR LIMITS IN WC000201-TABLE 3:6-14)	M.	N.J.C.C.P.A.P.	=	-0.10	OR	-10.0%	(3:8-2e)
F.	MARITIME COVERAGE-SEP MIN CHARGE	=	150			(TABLE 3:6-14)	AA.	TERRORISM CHARGE	=	0.03	OR	\$0.03	(2:1-3)
G.	EXPENSE CONSTANT	=	160			(2:1-2 & 5)	AB.	CATASTROPHE CHARGE	=	0.01	OR	\$0.01	(2:1-3)
H.	PREMIUM DISCOUNT	=	N/A	OR	N/A	(TABLE 2:3-2)	AC.	SCHEDULE RATING	=	0.05	OR	5.0%	(3:10C)

CLASS	COVERAGE	EXPOSURE	RATE	PREMIUM
7027	MARITIME	1,000	4.61	N. 46
7350F	USL	1,000	6.64	O. 66
6003	STATE	1,000	10.17	P. 102
8810	STATE	1,000	0.18	Q. 2
		4,000		

6198	SEPARATE INCR LIMITS CHARGE MARITIME/FELA ONLY (E x N)	R.	32	MAR/FELA INCR LIMITS CHARGE % x MAR/FELA PREMS;	(3:6-13)
6199	E.L. PART II INCR LIMITS CHARGE A x (O+P+Q)	S.	2	E.L. INCR LIMITS CHARGE % x NON-MAR/FELA PREMS;	(3:3-73)
9848	PREM TO EQUAL E.L. PART II INCR LIMITS MIN CHARGE (B-5)	T.	148	BASED ON NON-MARITIME/FELA PREMS; WHEN NJ IS HIGHEST EL MIN CHARGE	(3:3-73)
	TOTAL SUBJECT PREMIUM	U.	398		
	MODIFIED PREMIUM (U x V)	V.	1,000	EXPERIENCE RATING MODIFICATION, IF APPLICABLE	(3:3-56 & 3:11-23)
		W.	398		
0910	OCCASIONAL PRIVATE RESIDENCE EXPOSURE	X.	1	PER CAPITA EXPOSURE - NOT SUBJECT TO MODIFICATION	(3:3-56)
6197	SEPARATE INCR LIMITS CHARGE FOR PRIVATE RESIDENCE	Y.	1	INCR LIMITS FOR EXCLUSIVE PRIVATE RESIDENCE RISKS ONLY	(2:2-3)
9849	ADD'L PREM TO = SEP MARITIME/FELA MIN CHARGE (F) - [(N+R) x (V)]		72	MARITIME/FELA MIN CHARGE - MOD MARITIME/FELA PREMS	(3:6-10)
0990	ADD'L PREM TO EQUAL POL MP (C+B-G) - [(O+P+Q+S+T) x (V)] - [(X)+(Y)]		618	MP & MIN CHARGE-EXP CON - (MOD NON-MAR/FELA PREMS)-PC; WHEN NJ IS HIGHEST MP	(3:3-64 & 66)
9046	N.J.C.C.P.A.P. CREDIT NOT APPLICABLE ON MP POLICIES		0	NJ CONSTRUCTION CLASS PREM ADJUSTMENT PROGRAM, IF APPLICABLE	(3:8-5)
9874	MANAGED CARE PREMIUM CREDIT NOT APPLICABLE ON MP POLICIES		0	REDUCTION FOR APPROVED MANAGED CARE PROGRAM, IF APPLICABLE	(3:10B-5)
9889	SCHEDULE RATING DEBIT NOT APPLICABLE ON MP POLICIES		0	SCHEDULE RATING ADJUSTMENT, IF APPLICABLE	(3:10C-3)
	TOTAL STANDARD PREMIUM		1,090		
0063	PREMIUM DISCOUNT NOT APPLICABLE ON MP POLICIES		0	PREMIUM DISCOUNT, IF APPLICABLE	(3:3-78)
0942	PLAN PREM ADJ PROGRAM NOT APPLICABLE ON MP POLICIES		0	ADD'L PREM FROM PLAN POLICIES, IF APPLICABLE	(3:14-8(13))
9663	DEDUCTIBLE PREMIUM CREDIT NOT APPLICABLE ON MP POLICIES		0	LARGE RISK-LARGE DEDUCTIBLE PROGRAM CREDIT, IF APPLICABLE	(3:10A-11)
0900	EXPENSE CONSTANT (G)		160	APPLICABLE TO ALL POLICIES; WHEN NJ IS HIGHEST EXPENSE CONSTANT CHARGE	(3:3-57)
9740	TERRORISM INSURANCE CHARGE (TOTAL EXPOSURE/100) x (AA)		1	TERRORISM INSURANCE CHARGE	(3:9-1)
9741	CATASTROPHE INSURANCE CHARGE (TOTAL EXPOSURE / 100) x (AB)		0	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) INS CHARGE	(3:9-8)
	TOTAL ESTIMATED PREMIUM		1,251		
0935	SECOND INJURY FUND SURCHARGE (K) x [(W)-(V) x [(1+A) x O+N+R]]		14	APPLICABLE TO MOD PREM LESS MOD USL AND MARITIME/FELA PREMS	(3:3-60A)
0936	UNINSURED EMPLOYERS FUND SURCHARGE (L) x [(W)-(V) x [(1+A) x O+N+R]]		0	APPLICABLE TO MOD PREM LESS MOD USL AND MARITIME/FELA PREMS	(3:3-60A)
	TOTAL ESTIMATED COST		1,265		

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INFORMATION PAGE ALGORITHM
OTHER THAN MINIMUM PREMIUM POLICY

A.	E.L. PART II INCR LIMITS CHARGE	=	0.014	OR	1.40%	(INCR LIMITS IN ITEM 3B – TABLE 2:2-1)	I.	MANAGED CARE REDUCTION	=	-0.12	OR	-12.0%	(3:10B)
B.	E.L. PART II INCR LIMITS MIN CHARGE	=	150			(TABLE 2:2-1)	J.	PPAP	=	0.20	OR	20.0%	(3:14-8(13))
C.	POLICY MIN PREM	=	950			INCLUDES EXPENSE CONSTANT (2:1-2)	K.	SECOND INJURY FUND SURCHARGE	=	0.0534	OR	5.34%	(2:1-7)
D.	USL NON "F" FACTOR	=	1.50	OR	150.0%	(2:1-4a)	L.	UNINSURED EMPLOYERS FUND	=	0.0000	OR	0.00%	(2:1-7)
E.	MARITIME INCR LIMITS CHARGE	=	0.70	OR	70.0%	(INCR LIMITS IN WC000201-TABLE 3:6-14)	M.	N.J.C.C.P.A.P.	=	-0.10	OR	-10.0%	(3:8-2e)
F.	MARITIME COVERAGE-SEP MIN CHARGE	=	150			(TABLE 3:6-14)	AA.	TERRORISM CHARGE	=	0.03	OR	\$0.03	(2:1-3)
G.	EXPENSE CONSTANT	=	160			(2:1-2 & 5)	AB.	CATASTROPHE CHARGE	=	0.01	OR	\$0.01	(2:1-3)
H.	PREMIUM DISCOUNT	=	-0.031	OR	-3.1%	(TABLE 2:3-2)	AC.	SCHEDULE RATING	=	0.05	OR	5.0%	(3:10C)

CLASS	COVERAGE	EXPOSURE	RATE	PREMIUM
7027	MARITIME	20,000	4.61	922
7350F	USL	100,000	6.64	6,640
6003	STATE	140,000	10.17	14,238
8810	STATE	50,000	0.18	90
		310,000		

6198	SEPARATE INCR LIMITS CHARGE MARITIME/FELA ONLY (E x N)	R.	645	MAR/FELA INCR LIMITS CHARGE % x MAR/FELA PREMS;	(3:6-13)
6199	E.L. PART II INCR LIMITS CHARGE A x (O+P+Q)	S.	294	E.L. INCR LIMITS CHARGE % x NON-MAR/FELA PREMS;	(3:3-73)
9848	PREM TO EQUAL E.L. PART II INCR LIMITS MIN CHARGE (B-5)	T.	0	BASED ON NON-MARITIME/FELA PREMS; WHEN NJ IS HIGHEST EL MIN CHARGE	(3:3-73)
	TOTAL SUBJECT PREMIUM	U.	22,829		
	MODIFICATION	V.	0.800	EXPERIENCE RATING MODIFICATION, IF APPLICABLE	(3:3-56 & 3:11-23)
	MODIFIED PREMIUM (U x V)	W.	18,263		
0910	OCCASIONAL PRIVATE RESIDENCE EXPOSURE	X.	1	PER CAPITA EXPOSURE - NOT SUBJECT TO MODIFICATION	(3:3-56)
6197	SEPARATE INCR LIMITS CHARGE FOR PRIVATE RESIDENCE	Y.	1	INCR LIMITS FOR EXCLUSIVE PRIVATE RESIDENCE RISKS ONLY	(2:2-3)
9849	ADD'L PREM TO = SEP MARITIME/FELA MIN CHARGE (F) - [(N+R) x (V)]		0	MARITIME/FELA MIN CHARGE - MOD MARITIME/FELA PREMS	(3:6-10)
0990	ADD'L PREM TO EQUAL POL MP (C+B-G) - [(O+P+Q+S+T) x (V)] - [(X)+(Y)]		0	MP & MIN CHARGE (-) EXP CON - (MOD NON-MAR/FELA PREMS) - PC; WHEN NJ IS HIGHEST MP	(3:3-64 & 66)
9046	N.J.C.C.P.A.P. CREDIT (M) x (W)		(1,826)	NJ CONSTRUCTION CLASS PREM ADJUSTMENT PROGRAM, IF APPLICABLE	(3:8-5)
9874	MANAGED CARE PREMIUM CREDIT (I) x (W)		(2,192)	REDUCTION FOR APPROVED MANAGED CARE PROGRAM, IF APPLICABLE	(3:10B-5)
9887	SCHEDULE RATING CREDIT (W) x (A-C)		913	SCHEDULE RATING ADJUSTMENT, IF APPLICABLE	(3:10C-3)
	TOTAL STANDARD PREMIUM		15,160		
0063	PREMIUM DISCOUNT (H) X STD PREM APPLICABLE WHEN STD PREM>\$10,000		(470)	PREMIUM DISCOUNT, IF APPLICABLE	(3:3-78)
0942	PLAN PREM ADJ PROGRAM (J) x [TOTAL STD PREM - (X) - (Y)]		3,032	ADD'L PREM FROM PLAN POLICIES, IF APPLICABLE	(3:14-8(13))
9663	DEDUCTIBLE PREMIUM CREDIT AVAILABLE ONLY WHEN STD PREMIUM >\$200,000		0	LARGE RISK-LARGE DEDUCTIBLE PROGRAM CREDIT, IF APPLICABLE	(3:10A-11)
0900	EXPENSE CONSTANT (G)		160	APPLICABLE TO ALL POLICIES; WHEN NJ IS HIGHEST EXPENSE CONSTANT CHARGE	(3:3-57)
9740	TERRORISM INSURANCE CHARGE (TOTAL EXPOSURE/100) x (AA)		93	TERRORISM INSURANCE CHARGE	(3:9-1)
9741	CATASTROPHE INSURANCE CHARGE (TOTAL EXPOSURE / 100) x (AB)		31	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) INS CHARGE	(3:9-8)
	TOTAL ESTIMATED PREMIUM		18,006		
0935	SECOND INJURY FUND SURCHARGE (K) x [(W)-(V x [(1+A) x O+N+R])]		621	APPLICABLE TO MOD PREM LESS MOD USL AND MARITIME/FELA PREMS	(3:3-60A)
0936	UNINSURED EMPLOYERS FUND SURCHARGE (L) x [(W)-(V x [(1+A) x O+N+R])]		0	APPLICABLE TO MOD PREM LESS MOD USL AND MARITIME/FELA PREMS	(3:3-60A)
	TOTAL ESTIMATED COST		18,627		

Effective January 1, 2015

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**INFORMATION PAGE NOTES
NEW JERSEY REQUIREMENTS**

1. The sequence of Items 1 through 4 of the Information Page may not be changed, except for Item 3.D. (see note 13). The format of each item may be rearranged where permitted.
2. The name and the 5 digit NCCI company code number of the insurer (company) must be appropriately labeled as such and shown prominently on the Information Page in the space above Item 1. Multi-Company groups must make appropriate reference to the name and "Company No." of the member of the group providing the insurance.
3. The address of the company and type of insurer (stock, mutual, or other) is to be shown on the Information Page, the policy or the policy jacket. The policy number must be appropriately labeled as such, must be shown in the space reserved above Item 1 and shall not exceed 18 alphanumeric characters. Where the policy number exceeds 18 alphanumeric characters, any imbedded spaces and/or marks of punctuation shall be excluded.

If the policy number displayed on the Information Page contains symbols or other identifying characteristics that are not part of the actual policy number, such symbols or other identifying characteristics must be separated from the policy number and appropriately labeled. The policy number shall be unique, must remain constant during the policy period and must be used on all correspondence, endorsements, cancellations, reinstatements and statistical reports filed after the policy is issued.
4. The prior policy number must be appropriately labeled as such on the renewal policy Information Page in the space reserved above Item 1 and shall not exceed 18 alphanumeric characters. Where the prior policy number exceeds 18 alphanumeric characters, any imbedded spaces and marks of punctuation shall be excluded.

New business must be identified as "New."

The policy number of a policy which is rewritten or reissued must be identified as the prior policy number on the replacement policy Information Page. The replacement policy Information Page shall be identified as a rewrite or reissue policy and must contain a different policy number from the original policy regardless of whether the original policy was cancelled flat or mid term.
5. The New Jersey Taxpayer Identification Number (NJ TIN) must be appropriately labeled as such and shown prominently on the Information Page in the space above Item 1. An NJ TIN must be provided for each employer insured. The NJ TIN is described in 3:3-10A of the Manual.
6. Show the letters "AR" next to the title "Information Page" if the insured is a Plan risk.
7. Show in Item 1 the exact name of each employer insured and indicate whether the insured is an individual, partnership, corporation, association, joint venture, or other form of legal entity.
8. List in Item 1 or by schedule all usual workplaces of the insured that are to be covered by the policy.
9. Show in Item 2 the effective date and hour of the policy and its expiration date and hour. The hour may be printed at the company's option.
10. List in Item 3.A. states where state workers compensation insurance is provided. The standard two character postal abbreviations should be used.
11. Show limits of liability separately for bodily injury by accident and by disease in Item 3.B.
12. States may be named in Item 3.C., but do not name a state listed in Item 3.A., a monopolistic state fund state or a state where the company will not provide this coverage. If the company learns that the insured is conducting operations in a 3.C. state, and if the company agrees to continue coverage, the company should add that state to Item 3.A. and remove it from 3.C. Normal company procedures apply when the state is added to Item 3.A. The standard two character postal abbreviation should be used.
13. Item 3.D. may be omitted provided a listing of the policy endorsement numbers appears elsewhere on the Information Page. Endorsements forming a part of the policy on its effective date must be filed by listing the standard eight character identifier together with the one alpha character version identifier as shown in 3:2-8 of this Manual provided that the endorsement form has been approved for use in New Jersey. Any endorsement requiring the insertion of variable information must also be physically attached to the Information Page.
14. If the policy is issued for less than one year, the company may state in Item 4 whether the premium information is shown for the policy period or for an annual period.
15. In Item 4, the development of the New Jersey estimated annual premium shall be displayed separately for each classification by each New Jersey location. This same display of New Jersey premium development must also be shown on all classification schedules attached to the policy.

Item 4 must include all charges or credits affecting the total New Jersey estimated annual cost. All New Jersey entities must be identified and in proper sequence. Where such items have been assigned a specific statistical code, such code may be entered in the classification code field. The total New Jersey estimated annual cost as presented to the insured must be shown.
16. The New Jersey experience rating modification factor shall be shown in Item 4 for risks subject to experience rating, unless this factor is not available when the policy is issued. In such cases, the company may make an appropriate entry or show the previous factor in Item 4 and specify that the current factor will be applied when it is available. See the Experience Rating Modification Factor Endorsement WC 00 04 03 for reference.
17. New Jersey premium discount, if applicable, must be shown in Item 4.
18. Deposit premium, producer and issuing office must be shown in Item 4.
19. The company may place the execution clause at the end of the Information Page, at the end of the standard policy or on the policy jacket.

Effective April 1, 1992

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 01 01 A

DEFENSE BASE ACT COVERAGE ENDORSEMENT

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

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Defense Base Act (42 USC Sections 1651-1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide non-occupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Defense Base Act.

SCHEDULE

Description of Work

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

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

Effective January 1, 2006

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 01 04 A
FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. Limits of Liability of Part Two (Employers Liability Insurance) is replaced by the following:

G. Limits of Liability

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

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page or in the Schedule.
Bodily injury by disease does not include disease that results directly from 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.

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in Item 3.A. of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers' Liability Act.

SCHEDULE

1. Limits of Liability
Bodily Injury by Accident \$ _____ each aggregate
Body Injury by Disease \$ _____ aggregate
2. State

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

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

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

Countersigned by _____

Notes:

1. The Federal Employers' Liability Act makes an interstate railroad liable for bodily injuries sustained by an employee. That liability of the railroad is insured by Part Two (Employers Liability Insurance) unless specifically excluded by Federal Employers' Liability Act Exclusion Endorsement.
2. Use this endorsement when providing Federal Employers' Liability Act coverage under Coverage I or II as provided in 3:6-5 of the New Jersey Manual.
3. Item 2 of the Schedule may be used to extend FELA coverage to a state not listed in Item 3.A. of the Information Page.

Effective April 1, 1992

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 01 06 A
LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

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

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide non-occupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Non-appropriated Fund Instrumentalities Act.

SCHEDULE

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

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

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

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

Countersigned by _____

Notes:

1. The Longshore and Harbor Workers' Compensation Act is a federal workers compensation law that applies to workers in maritime employments, including longshore, harbor workers, shipbuilders, shipbreakers and ship repairers. It does not apply to masters or crews of vessels or persons unloading vessels under 18 tons net.
2. Use this endorsement to provide workers compensation insurance and employers liability insurance for work subject to the Longshore and Harbor Workers' Compensation Act in any state, including a monopolistic state fund state.
3. Coverage is provided in a state by naming the state in the Schedule.
4. The following entry may be typed or printed in the Schedule to provide coverage in Item 3.A. states: "Each state named in Item 3.A. of the Information Page."
5. The following entry may be typed or printed in the Schedule to provide coverage in Item 3.A. and 3.C. states: "Each state named in Item 3.A. or 3.C. of the Information Page."

Effective January 1, 2015

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 01 09 C
OUTER CONTINENTAL SHELF LANDS ACT COVERAGE ENDORSEMENT

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

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

C. Workers' Compensation Law

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

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

SCHEDULE

Description and Location of Work

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 01 01

**NEW JERSEY VOLUNTARY COMPENSATION
FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Federal Employers' Liability Act Insurance to the policy.

A. How This Insurance Applies

- 1) This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.
- 2) The bodily injury must occur in employment that is necessary or incidental to work described in Item 2 of the Schedule.
- 3) The bodily injury must occur in the United States of America, its territories or possessions or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
- 4) Bodily injury by accident must occur during the policy period.
- 5) Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

- 1) any obligation imposed by a workers compensation or occupational disease law, or any similar law.
- 2) bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

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

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

SCHEDULE

- 1) Employees Workers Compensation Law
Employees subject to the Federal Employers' Liability Act
- 2) Description and Location of Work:

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

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

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

Countersigned by _____

Notes:

1. Use this endorsement to provide Voluntary Compensation Insurance under Coverage II in 3:6-6 of the New Jersey Manual. For employees subject to the Federal Employers' Liability Act.
2. This endorsement provides voluntary compensation to the employees described in the Schedule.
3. When this endorsement is used, the Federal Employers' Liability Act Coverage Endorsement must also be attached to the policy.

Effective January 1, 2015

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 02 01 B

MARITIME COVERAGE ENDORSEMENT

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

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

A. How This Insurance Applies

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

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

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

This insurance does not cover:

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

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

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

G. Limits of Liability

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

- 1) Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
- 2) Bodily Injury by Disease. The limit shown for "bodily injury by disease—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
- 3) We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Effective January 1, 2015

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 02 01 B

MARITIME COVERAGE ENDORSEMENT

SCHEDULE

1. Description of work:

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

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

3. Limits of Liability

Bodily Injury by Accident \$ _____ each accident

Bodily Injury by Disease \$ _____ aggregate

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. Use this endorsement to afford maritime coverage under Coverage I or II as provided in 3:6 of the New Jersey Manual where the employer has maritime exposure and no Protection and Indemnity policy, or has a Protection and Indemnity policy that does not cover all its operations.
2. Use Item 1 of the Schedule to describe the maritime operations that are to be insured by this endorsement. The description may include limitations by size, ownership or name of vessel and limitations by names of waterways to be used by the vessels.
3. If Coverage I is afforded, use the rate in 3:6-11 of the New Jersey Manual to calculate the premium entry in Item 2. If Coverage II is afforded, enter only "Coverage II" in Item 2, since the rates for Coverage II include provision for transportation, wages, maintenance and cure.
4. Complete Item 3 with the appropriate limits of liability. For reference, see 3:6-12 through 14 of the New Jersey Manual.

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 02 03

VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Maritime Insurance to the policy.

A. How This Insurance Applies

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

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

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in Item 1 of the Schedule were subject to the workers compensation law shown in Item 1 of the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

C. Exclusions

This insurance does not cover:

- 1) any obligation imposed by a workers compensation or occupational disease law, or any similar law.
- 2) bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

- 1) release you and us, in writing, of all responsibility for the injury or death.
- 2) transfer to us their right to recover from others who may be responsible for the injury or death.
- 3) cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 02 03

VOLUNTARY COMPENSATION MARITIME COVERAGE ENDORSEMENT

SCHEDULE

- 1) Employees Workers Compensation Law
Master and members of the crews of these vessels:

- 2) Description of Work:

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. Use this endorsement to provide voluntary compensation under Coverage II as provided in 3:6 of the New Jersey Manual for masters or members of the crews of vessels.
2. This endorsement provides voluntary compensation to the employees described in the Schedule. Employees are described by naming or describing the vessel to which they are attached.
3. When this endorsement is used, the Maritime Coverage Endorsement must also be attached to the policy.

Effective January 1, 2003

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 01 A

ALTERNATE EMPLOYER ENDORSEMENT

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

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

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

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

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

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

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

SCHEDULE

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

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

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

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

Countersigned by _____

Notes:

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

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
DESIGNATED WORKPLACES ENDORSEMENT

WC 00 03 02

The policy does not cover work conducted at or from _____

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

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

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

Notes:

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

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INSURANCE COMPANY AS INSURED ENDORSEMENT

WC 00 03 04

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

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

Use this endorsement if the insured is licensed to write workers compensation insurance or reinsurance.

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
JOINT VENTURE AS INSURED ENDORSEMENT

WC 00 03 05

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

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

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

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

Note:

Use this endorsement to insure the members of a joint venture named in item 1 of the information page.

Effective July 1, 2006

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 09 B

RURAL UTILITIES SERVICE ENDORSEMENT

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

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

Use this endorsement if the insured is a rural utilities cooperative and this endorsement is required by the R.U.S.

Effective January 1, 2020

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 02 B

**NEW JERSEY WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE
FOR RESIDENCE EMPLOYEES ENDORSEMENT**

We agree, with respect to residence employees:

Under Coverage I

To pay when due all benefits required of an insured by the New Jersey Workers' Compensation Law; and

Under Coverage II

To pay on behalf of an insured all damages for which the insured is legally liable because of bodily injury sustained by a residence employee. The bodily injury must be caused by accident or disease and arise out of and in the course of employment by the insured while:

- a) in the United States of America, its territories or possessions, or Canada, or
- b) temporarily elsewhere if the residence employee is a citizen or resident of the United States or Canada. Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada or to any action on such judgment.

Application of Coverage

This insurance applies only to:

- a) bodily injury occurring during the policy period, or
- b) occupational disease or cumulative injury of a residence employee who during the term of this policy actually worked for the insured during the last day of employment, which exposed the employee to the hazard of the occupational disease or cumulative injury.

Policy Provisions

This insurance is subject to all the provisions of this endorsement and the following provisions of this policy:

- a. Under Section I and II—Conditions:
 - 4. Waiver of Change of Policy Provisions.
 - 5. Cancellation.
 - 7. Assignment.
 - 8. Subrogation
- b. Under Section II—Conditions:
 - 3. Duties After Loss.
 - 6. Suit Against Us.
- c. Our agreement to defend the insured as provided under Coverage E—Personal Liability.
- d. Under Section II—Additional Coverages:
 - 1. Claim Expenses.
 - 2. First Aid Expenses.
- e. The definition of "bodily injury," "business," "insured" and "residence employee."

Limit of Liability—Coverage II

Our total limit of liability shall not exceed \$100,000 for all damages because of bodily injury:

- a. sustained by one or more residence employees in any one accident; or
- b. caused by disease and sustained by a residence employee.

Our total limit of liability shall not exceed \$500,000 for all damages arising out of bodily injury by disease regardless of the number of residence employees who sustain bodily injury by disease.

Effective January 1, 2020

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 02 B
NEW JERSEY WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE
FOR RESIDENCE EMPLOYEES ENDORSEMENT

Other Insurance

If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.

Conformity to Statute

Terms of this insurance which are in conflict with the New Jersey Workers' Compensation Law are amended to conform to that law.

Exclusions

This insurance does not apply:

- a) to liability for bodily injury arising out of business pursuits of the insured;
- b) Under Coverage II
 - 1) to liability assumed by the insured under any contract or agreement
 - 2) to bodily injury by disease unless a written claim is made or suit brought against the insured within 36 months after the end of the policy period
 - 3) to any obligation under a workers compensation, unemployment or disability benefits law or any similar law
 - 4) to punitive or exemplary damage because of bodily injury to any employee employed in violation of law or to any employee employed in violation of law with the knowledge or consent of the insured.

SCHEDULE—COMPLETE ONLY FOR FULL-TIME SERVANTS

Code No.	Classification of Employees	No. of Employees	Rate Per Employee	Premium
0913	Private Residence or Estate—Full-Time Inservant			

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. This endorsement is required to insure the New Jersey statutory workers compensation obligations of an employer of a domestic servant or household employee or the dependents thereof as mandated by Chapter 28 Public Laws of 1979.
2. This endorsement is designed to be used with a New Jersey homeowners policy or other policy providing comprehensive personal liability insurance.
3. There may be need to make changes in the endorsement to properly identify policy provisions which may apply to the endorsement.

Effective April 1, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 03 03

NEW JERSEY EMPLOYEE LEASING LABOR CONTRACTOR ENDORSEMENT

As used in this endorsement, employee leasing means an arrangement under contract or otherwise between two businesses where one entity leases its workers from the other for a fee or other consideration. The business providing the leasing services shall be referred to as the "labor contractor." The entity receiving the services shall be referred to as the "client."

This endorsement applies only to the workers provided to the client identified in Item 1.A. of the Information Page and named in the Schedule below by the Labor Contractor identified in 1.A. of the Information Page under an employee leasing arrangement. This arrangement is for long-term leasing services, rather than for temporary help services to meet seasonal or short-term conditions.

This policy provides coverage for the workers leased to the client. This policy does not satisfy the client's duty for the complete payment of any obligations it may have under the Workers' Compensation Law for non-leased employees or that the labor contractor may have for direct employees engaged by it.

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

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

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

We will not ask any other insurer of the client to share losses with us covered by this policy. We will charge premium for the workers leased to the client company by the labor contractor.

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

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

SCHEDULE

Name of Client

Address

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____



Note:

This endorsement is to be attached to each policy insuring a client as lessee, as required by 3:10-2(a) of the Employee Leasing Plan in the New Jersey Manual, when the policy is purchased by the labor contractor.

Effective April 1, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 04 A
NEW JERSEY EMPLOYEE LEASING CLIENT EXCLUSION ENDORSEMENT

As used in this endorsement, employee leasing means an arrangement under contract or otherwise between two businesses where one entity leases its workers from the other for a fee or other consideration. The business providing the leasing services shall be referred to as the "labor contractor." The entity receiving the services shall be referred to as the "client."

The client must submit to us a certificate(s) of insurance from its insurer, or otherwise provide proof, that the client or labor contractor has lawfully secured its workers compensation obligations for the leased workers.

In consideration of separate concurrent coverage for leased employees, this policy does not provide coverage for workers you lease from the labor contractor listed below:

SCHEDULE

Labor Contractor

Address

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

This endorsement is to be attached to a policy insuring a client (lessee) where it is intended that the coverage afforded by the policy is limited to employees that are not leased from any employee leasing contractor (lessor). See 3:10-2(b) of the New Jersey Manual.

Effective April 1, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 05 A
NEW JERSEY EMPLOYEE LEASING LABOR CONTRACTOR EXCLUSION ENDORSEMENT

As used in this endorsement, employee leasing shall mean an arrangement under contract or otherwise between two businesses where one entity leases its workers from the other for a fee or other consideration. The business providing the leasing services shall be referred to as the "labor contractor." The entity receiving the services shall be referred to as the "client."

The labor contractor must submit to us a certificate(s) of insurance from its insurer, or otherwise provide proof, that the client or labor contractor has lawfully secured its workers compensation obligations for the leased workers.

This policy does not provide coverage for workers you lease to your clients.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

This endorsement is to be attached to a policy insuring an employee leasing contractor (lessor) where it is intended that the coverage afforded by the policy is limited to employees that are not leased to any client (lessee). See 3:10-2c of the New Jersey Manual.

Effective July 1, 2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 06 B
NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT

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

With respect to Exclusion C5, this insurance does not cover any and all intentional wrongs within the exception allowed by N.J.S.A. 34:15-8 including but not limited to, bodily injury caused or aggravated by an intentional wrong committed by you or your employees, or bodily injury resulting from an act or omission by you or your employees, which is substantially certain to result in injury.

With respect to Exclusion C7 we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee (s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee (s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F., the "Other Insurance" provisions is replaced with the following:

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.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C-7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

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

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

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

Countersigned by _____

Note:

This endorsement must be attached to a policy showing New Jersey in Item 3.A. of the Information Page.

Effective April 13, 2000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 03 07

NEW JERSEY SOLE PROPRIETORS AND PARTNERS COVERAGE ENDORSEMENT

An election was made by the individual proprietor or all partners actively performing services for this business to be deemed to be employees for the purpose of receipt of benefits under the New Jersey Workers Compensation Law. The premium for this policy will include the remuneration of the individual proprietor, all partners in any partnership, including all partners in a limited liability partnership or all members in a limited liability company. The premium shall be determined in accordance with Part Five A - "Premium", in this policy.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

This endorsement is to be attached to a policy affording coverage under the New Jersey Workers' Compensation Law for individual proprietors or partners in any partnership where the business has elected such coverage.

Effective January 1, 2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 09 A
NEW JERSEY LIMITED OTHER STATES INSURANCE ENDORSEMENT

Part Three-Other States Insurance is amended to read:

A. How This Insurance Applies

- 1) We will pay promptly, when due, the benefits required of you by the workers' compensation law of any state not listed in Item 3.A. of the Information Page, if all of the following conditions are met:
 - a) The employee claiming benefits was employed under a contract of hire made in a state listed in Item 3.A. of the Information Page and was, at the time of injury, principally employed in a state listed in Item 3. A. of the Information Page; and
 - b) The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers' compensation coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers' compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insured group plan; and
 - c) The duration of the work being performed by the employee claiming benefits in a state other than those listed in item 3:A of the Information Page is temporary.
- 2) If we are not permitted to pay the benefits directly to persons entitled to them under circumstances described in item 1 above, we will reimburse you for the benefits required to be paid.
- 3) This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers' compensation law.

IMPORTANT NOTICE!

If you hire any employee outside of New Jersey to work principally outside of New Jersey or you begin operations in any state other than New Jersey, you must obtain insurance coverage in that state and do whatever else may be required under the state's law, as this Limited Other States Endorsement does not satisfy the requirements of that state's workers' compensation law.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

1. Servicing carriers and direct assignment carriers must attach this endorsement to all policies issued through the New Jersey Workers' Compensation Insurance Plan. Voluntary carriers may, as an option, elect to attach this endorsement to any policy showing New Jersey in Item 3.A. of the information page.
2. Enter "WC 29 03 09A" in Item 3.D. of the Information Page.

Effective July 1, 2017

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 03 10

NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN ELIGIBILITY ENDORSEMENT

The following provision is added to the Policy in Part Six - Conditions

F. Assigned Risk Eligibility

- 1) You are unable to obtain coverage through the New Jersey voluntary workers' compensation insurance market.
- 2) You will not be in default of premium on any New Jersey workers' compensation insurance policy.
- 3) You will have complied and will continue to comply with all laws, orders, rules and regulations in force and effect relating to the welfare, health and safety of your employees, including, but not limited to:
 - a) You will comply with our right to inspect and recommendations resulting therefrom, as described in this Part. Nothing contained herein alters the policy Provisions of **Part 6 - Conditions**; and
 - b) You will keep records or information needed to compute premium as described in **PART FIVE - PREMIUM, G. AUDIT**, and provide us with copies of those records when we ask for them; and
 - c) You will let us examine and audit your records and otherwise fully cooperate with our attempts to conduct premium audits or inspect the workplaces.
- 4) Insurance Rate Service Organizations have the same rights we have under this provision.

Your compliance with each eligibility condition is material to the continuation of coverage through the New Jersey Workers' Compensation Insurance Plan. We may, to the extent allowed by the New Jersey Compensation Rating & Inspection Bureau, initiate a mid-term cancellation, if you fail to comply with any of these policy conditions.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. This endorsement must be attached to all policies issued pursuant to the New Jersey Worker' Compensation Insurance Plan.
2. An employer fails to comply with an audit may be subject to an Audit Noncompliance Charge in accordance with 3:3-85 of this Manual.

Effective April 1, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 03 11

NEW JERSEY EMPLOYEE LEASING CLIENT ENDORSEMENT

As used in this endorsement, employee leasing means an arrangement under contract or otherwise between two businesses where one entity leases its workers from the other for a fee or other consideration. The business providing the leasing services shall be referred to as the "labor contractor." The entity receiving the services shall be referred to as the "client."

This endorsement applies only to the workers provided to the client identified in Item 1.A. of the Information Page by the labor contractor under the employee leasing arrangement identified below. This arrangement is for long-term leasing services, rather than for temporary help services to meet seasonal short-term conditions.

This policy provides coverage for the workers leased to the client. This policy does not satisfy the client's duty for the complete payment of any obligations it may have under the Workers' Compensation Law for non-leased employees or that the labor contractor may have for direct employees engaged by it. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the labor contractor is an insured.

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

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

We will not ask any other insurer of the client to share losses with us covered by this policy. We will charge premium for the workers leased to the client company by the labor contractor.

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

The client shall obtain, or otherwise make available, the payroll records from the labor contractor needed to compute the premium for the workers leased to the client, to satisfy the obligations under Part Five (Premium).

SCHEDULE

Name of Labor Contractor

Address

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

This endorsement is to be attached to each policy insuring a client as lessee, as required by 3:10-2(a) of the Employee Leasing Plan in the New Jersey Manual, when the policy is purchased by the client.

Effective May 11, 2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 03 12

**NEW JERSEY NOTICE OF CANCELLATION OR MATERIAL COVERAGE CHANGE TO DESIGNATED
GOVERNMENTAL ENTITY ENDORSEMENT**

The following is added to **PART SIX – CONDITIONS**:

Notice of Cancellation or Material Coverage Change to Designated Governmental Entity

Any cancellation of this policy, or any material change in coverage adversely affecting the interest of the governmental entity designated in the Schedule below, will not be effective:

- a. For such period as the law in the state in which this policy is to be performed prescribes for advance notice of the cancellation or material change to you; or
- b. Until _____ days after we or you give written notice of the cancellation or material change to such governmental entity at its address shown in the Schedule below; whichever is longer.

SCHEDULE

Name of Designated Governmental Entity:

Address of Designated Governmental Entity:

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

Use this endorsement if the insured has contracted with a governmental entity that requires notice of cancellation or a material change in coverage.

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 03

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

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

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 04 04**
PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

SCHEDULE

State

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

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

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

Notes:

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

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 05

POLICY PERIOD ENDORSEMENT

The policy period shown in Item 2 of the Information Page consists of the consecutive periods shown in the Schedule. Our Manuals and all provisions of the policy apply separately to each period.

SCHEDULE

From _____ to _____ 12:01 a.m.
From _____ to _____ 12:01 a.m.
From _____ to _____ 12:01 a.m.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. Use this endorsement if the policy period is longer than one year and sixteen days and does not consist of complete twelve-month periods.
2. 3:3-11 of the New Jersey Manual requires this endorsement to show which period, the first or the last, is to be less than twelve months.

Effective January 1, 2019

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 06 A

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount Items in 1 of 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

SCHEDULE

1. State

Estimated Eligible Premium

First	Next	Next	_____
\$10,000	\$190,000	\$1,550,000	Balance

2. Average percentage discount: _____%

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

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

Effective April 1, 1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 07

RATE CHANGE ENDORSEMENT

Rate changes that apply to the policy have been approved by the proper regulatory authority. The changes are shown in the Schedule.

SCHEDULE			
State	<u>Date of Change</u>	<u>State Coverage Percentage Change</u>	<u>Longshore and Harbor Workers Act Coverage Percentage</u>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. Use this endorsement to show a change in rates for state coverage.
2. Use the first and second columns to show the state and effective date of the change.
3. Use the third column if the change is a flat percentage applicable to all classifications.
4. Use the fourth column to show the new percentage, if any, applicable to non-F classifications for work subject to the Longshore and Harbor Workers' Compensation Act.
5. The company may show a fifth column (Classification Code Number and Rate) in order to show the change on a Schedule of Rate basis.

Effective July 1, 2001

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
PREMIUM DUE DATE ENDORSEMENT

WC 00 04 19

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

PART FIVE
PREMIUM

- D. **Premium** is amended to read:
You will pay all premium when due. You will pay the premium even if part or all of the workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 04 21 E**

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

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

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

SCHEDULE

State _____ Rate _____ Premium _____

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
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 04 22 C**
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

Definitions

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

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

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

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

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

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

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below:

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 04 22 C**
TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

SCHEDULE

State _____

Rate _____

Premium _____

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Effective July 1, 2017

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 24

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five - Premium, Section G. (Audit) of the workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 - Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

SCHEDULE

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Effective May 1, 2017

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 25

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

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

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

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Effective January 1, 1996

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 04 09 A
NEW JERSEY APPROVED MANAGED CARE PROGRAM ENDORSEMENT

The premium reduction percentage shown in the Schedule below is applicable to your audited modified premium because you have exercised your right under the New Jersey Workers' Compensation Law and agreed to use the medical services of an approved managed care organization.

The reduction amount will be estimated at policy inception and adjusted on audit. It will be prorated if the managed care program is initiated during the term of the policy or if it is terminated before normal expiration of the policy or if there is change in distribution of employees and different approved managed care programs are applicable.

We will provide you with information concerning the use of the managed care program and your rights and obligations under the program.

The premium reduction may be revoked if you fail to abide by your obligations under our managed care contract.

SCHEDULE

Name of Approved Managed Care Organization _____

Effective Date of Program _____

Premium Reduction Percentage _____

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Note:

This endorsement must be attached to each policy where the insured has agreed to use the services of an approved managed care program.

Effective January 1, 1996

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 04 10

NEW JERSEY CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for this policy may be adjusted by a New Jersey Construction Classification Premium Credit. The credit, if applicable, was not available when the policy was issued. If you qualify, we will issue an endorsement to include the credit after it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. This endorsement is applicable to policyholders that may be eligible for a New Jersey Construction Classification Premium Adjustment Program credit.
2. Attach this endorsement when the credit is not known at time of issuance or if it is not known if the policyholder qualifies.

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 03 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy and any other policy listed in the Schedule. The rating plan period is the one-year period beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

- 1) Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
 - Premium discount
 - Expense constant
 - Premium resulting from the non-ratable element codes
 - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
 - Premium developed by the catastrophe provisions
- 2) Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
 - General administration costs of the carrier
 - Cost of loss control services
 - Insurance charge
 - Net aggregate loss factor

The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

- 3) Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgements, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals, as applicable:

- Resulting from the non-ratable element codes
- For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
- Resulting from the application of catastrophe provisions
- Reported as fully fraudulent
- Reported as non-compensable

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 03 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE YEAR PLAN

- 4) Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.
- 5) Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium, converted incurred losses, and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and non-federal classifications. The tax multipliers are shown in the Schedule.

B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

- 1) The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule.

- 2) The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

- 1) Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
- 2) The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.
- 3) If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

- 1) We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating ends and annually thereafter.

We may make a special valuation of the retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due to us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 03 D**
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE YEAR PLAN

- 2) After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
- 3) After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation of a Policy Under a Retrospective Rating Plan

- 1) If the policy to which this endorsement is attached is cancelled, the effective date of the cancellation will become the end of the rating plan period of all insurance subject to this endorsement.
- 2) If other policies listed in the Schedule of this endorsement are cancelled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
- 3) If we cancel for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days, and will include all of the applicable retrospective rating plan factors shown in the Schedule.
- 4) If you cancel, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to 365 days.

- 5) Section F.4. will not apply if you cancel because:
 - a) All work covered by the insurance is completed
 - b) All interest in the business covered by the insurance is sold
 - c) You retire from all business covered by the insurance

SCHEDULE

- 1) Other policies subject to this Retrospective Rating Plan Premium Endorsement _____
- 2) Loss Limitation: \$ _____
- 3) Loss Conversion Factor _____
Minimum Retrospective Rating Plan Premium Factor _____
Maximum Retrospective Rating Plan Premium Factor _____
- 4) The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

Effective January 1, 2021

★ WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 05 03 D
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT ONE YEAR PLAN

	50%	100%	150%
Estimated Standard Premium:	\$ _____	\$ _____	\$ _____
Basic Premium Factor	_____	_____	_____

- 5) The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd

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
Insured
Insurance Company

Policy No.

Endorsement No. _____
Premium \$ _____

Countersigned by _____

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 04 D**
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE YEAR PLAN

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines the retrospective rating plan premium for the insurance provided during the rating plan period by this policy, any policy listed in the Schedule, and the renewals of each. The rating plan period is the three-year period beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

- 1) Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
 - Premium discount
 - Expense constant
 - Premium resulting from the non-ratable element codes
 - Premium developed by the occupational disease rates for employers subject to the Federal Mine Safety and Health Act
 - Premium developed by the catastrophe provisions
- 2) Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
 - General administration costs of the carrier
 - Cost of loss control services
 - Insurance charge
 - Net aggregate loss factor

The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

- 3) Incurred losses are all amounts we pay or estimate we will pay for losses, interest on judgements, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements and any other elements excluded from our manuals, as applicable:

- Resulting from the non-ratable element codes
- For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
- Resulting from the application of catastrophe provisions
- Reported as fully fraudulent
- Reported as non-compensable

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 04 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE YEAR PLAN

- 4) Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.
- 5) Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium and converted incurred losses and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and non-federal classifications. The tax multipliers or an average tax multiplier are shown in the Schedule. Tax multipliers may change during the rating plan period. Changes will be shown by endorsement.

B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

- 1) The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule. Excess loss premium factors may change during the retrospective rating plan policy period. Changes will be shown by endorsement.

- 2) The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

- 1) Retrospective rating plan premium is the sum of basic premium, converted losses, plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
- 2) The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.
- 3) If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

- 1) We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership,

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 04 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE YEAR PLAN

or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

We may make interim calculations of retrospective rating plan premium for the first year and the first two years of the rating plan period. We will use all loss information we have as of a date six months after the end of each of these periods.

- 2) After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
- 3) After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during a retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation and Nonrenewal of a Policy Under a Retrospective Rating Plan

- 1) If the policy to which this endorsement is attached is cancelled or is not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement.
- 2) If the other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
- 3) If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be the standard premium for the rating period, increased pro rata to three years (1,095 days), and will include all of the applicable retrospective rating plan factors shown in the Schedule.
- 4) If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, increased pro rata to three years (1,095 days).

- 5) Section F.4. will not apply if you cancel or do not renew because:
 - a) All work covered by the insurance is complete
 - b) All interest in the business covered by the insurance is sold
 - c) You retire from all business covered by the insurance

SCHEDULE

- 1) Other policies subject to this Retrospective Rating Plan Premium Endorsement _____
- 2) Loss Limitation: \$ _____
- 3) Loss Conversion Factor _____
- Minimum Retrospective Rating Plan Premium Factor _____
- Maximum Retrospective Rating Plan Premium Factor _____

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 04 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT THREE YEAR PLAN

- 4) The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

	50%	100%	150%
Estimated Standard Premium:	\$ _____	\$ _____	\$ _____
Basic Premium Factor	_____	_____	_____

- 5) The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 05 D**
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION PROJECT

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective rating plan premium will be determined.

This endorsement applies in the states listed in the Schedule. It determines a retrospective rating plan premium for the insurance provided during the rating plan period by this policy, and policy listed in the Schedule, and the renewals of each. The rating plan period is the duration of the wrap-up construction project described on the Information Page, beginning with the effective date of this endorsement.

The amount of retrospective rating plan premium depends on five standard elements and two elective elements.

A. Retrospective Rating Plan Premium Standard Elements

The five standard elements are explained here.

- 1) Standard premium is the premium we would charge during the rating plan period if you had not chosen a retrospective rating plan. Standard premium does not include the following elements and any other elements excluded based on our manuals:
 - Premium discount
 - Expense constant
 - Premium resulting from the non-ratable element codes
 - Premium developed by the occupational disease rates for employers subject to the Federal Coal Mine Safety and Health Act
 - Premium developed by the catastrophe provisions
- 2) Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The basic premium factor includes:
 - General administration costs of the carrier
 - Cost of loss control services
 - Insurance charge
 - Net aggregate loss factor

The basic premium factor does not cover premium taxes or claims adjustment expenses. Those elements are usually provided for in the tax multiplier and the loss conversion factor.

The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.

- 3) Incurred losses are all amounts we pay or estimate we pay for losses, interest on judgements, expenses to recover against third parties, and employers liability loss adjustment expenses. This includes paid and outstanding losses (including any reserves set on open claims). If the allocated loss adjustment expense (ALAE) option is elected, then incurred losses will include ALAE.

Note: The rating formula for incurred losses will not include a loss for the following elements or any other elements excluded from our manuals where applicable:

- Resulting from the non-ratable element codes
 - For the disease-related portion of losses covered under the Federal Mine Safety and Health Act
 - Resulting from the application of catastrophe provisions
 - Reported as fully fraudulent
 - Reported as non-compensable
- 4) Converted incurred losses are based on the incurred losses for a policy or policies to which the retrospective rating plan applies. A loss conversion factor is applied to incurred losses to produce the converted incurred losses. The loss conversion factor is shown in the Schedule.

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 05 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION PROJECT

- 5) Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium and converted incurred losses and any elective elements. The percentage is called the tax multiplier. It varies by state and by federal and non-federal classifications. The tax multipliers or an average tax multiplier are shown in the Schedule. Tax multipliers may change during the rating plan period. Changes will be shown by endorsement.

B. Retrospective Rating Plan Premium Elective Elements

Two other elements are included in determining retrospective rating plan premium if you elected to include them. They are the excess loss premium for the loss limitation and the retrospective development premium. They are explained here.

- 1) The election of a loss limitation means that the amount of incurred loss to be included in the retrospective rating plan premium is limited to an amount called the loss limitation. The loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor.

Excess loss premium factors vary by state, by classification, and by the amount of the loss limitation. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule. Excess loss premium factors may change during the retrospective rating plan policy period. Changes will be shown by endorsement.

- 2) The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of a retrospective rating plan premium and is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor.

Retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective rating plan premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

C. Retrospective Rating Plan Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the retrospective rating plan premium. If the policies provide insurance for more than one insured, the retrospective rating plan premium will be determined for all insureds combined, not separately for each insured.

- 1) Retrospective rating plan premium is the sum of basic premium, converted losses plus the excess loss premium and retrospective development premium elective elements if you chose them. This sum is multiplied by the applicable tax multiplier shown in the Schedule.
- 2) The retrospective rating plan premium will not be less than the minimum or more than the maximum retrospective rating plan premium. The minimum and maximum retrospective rating plan premiums are determined by applying the minimum and maximum retrospective rating plan premium factors, shown in the Schedule, to the standard premium.
- 3) If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

D. Calculation of Retrospective Rating Plan Premium

- 1) We will calculate the retrospective rating plan premium using all loss information we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of a retrospective rating plan premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors, are involved in reorganization, receivership, or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due us if the retrospective rating plan premium is more than the total standard premium as of the special valuation date.

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 05 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION PROJECT

We may make interim calculations of retrospective rating plan premium for the first year and the first two years of the rating plan period. We will use all loss information we have as of a date six months after the end of each of these periods.

- 2) After any calculation of retrospective rating plan premium, you and we may agree that it is the final calculation.
- 3) After each calculation of the retrospective rating plan premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective rating plan premium calculated under this endorsement.

E. Insureds Operating in More than One State

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during a retrospective rating plan period, this endorsement will apply to that insurance if this retrospective rating plan applies in that state on an interstate basis. The retrospective rating plan premium standard elements, and the elective elements you chose, will be determined by our manuals for that state, and added to the Schedule by endorsement.

F. Cancellation and Nonrenewal of a Policy Under a Retrospective Rating Plan

- 1) If the policy to which this endorsement is attached is cancelled or not renewed, the effective date of the cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement.
- 2) If other policies listed in the Schedule of this endorsement are cancelled or not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
- 3) If we cancel or do not renew for nonpayment of premium, the maximum retrospective rating plan premium will be based on the standard premium for the rating plan period, plus the estimated standard premium from the end of the rating plan period to the estimated project completion date, and will include all of the applicable retrospective rating factors shown in the Schedule.
- 4) If you cancel or do not renew, the standard premium for the rating plan period will be increased by our short rate table and procedure. This short rate premium will be the minimum retrospective rating plan premium and will be used to determine the basic premium.

The short rate premium will be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

The maximum retrospective rating plan premium will be based on the standard premium for the rating plan period plus the estimated standard premium from the end of the rating plan period to the estimated project completion date.

- 5) Section F.4. will not apply if you cancel or do not renew because:
 - a) All work covered by the insurance is complete
 - b) All interest in the business covered by the insurance is sold
 - c) You retire from all business covered by the insurance

SCHEDULE

- 1) Other policies subject to this Retrospective Rating Plan Premium Endorsement _____
- 2) Loss Limitation: \$ _____
- 3) Loss Conversion Factor _____
- Minimum Retrospective Rating Plan Premium Factor _____
- Maximum Retrospective Rating Plan Premium Factor _____

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** **WC 00 05 05 D**

RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT WRAP-UP CONSTRUCTION PROJECT

- 4) The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, shown below, the basic premium factor will be recalculated.

	50%	100%	150%
Estimated Standard Premium:	\$ _____	\$ _____	\$ _____
Basic Premium Factor	_____	_____	_____

- 5) The tax multipliers, excess loss premium factors, and retrospective development factors, and the states where they apply, are shown in the Table of States.

TABLE OF STATES

State	Excess Loss Premium Factors		Tax Multiplier		Retrospective Development Factors		
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)	1st	2nd	3rd

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
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

Effective January 1, 2005
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 05 08
RETROSPECTIVE PREMIUM ENDORSEMENT AVIATION EXCLUSION

Premium and incurred losses arising out of an aviation classification listed in the Schedule are excluded from retrospective rating.

SCHEDULE

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

1. Use this endorsement if aviation exposures are not subject to retrospective rating.
2. List the applicable classifications in the Schedule.

Effective January 1, 2005

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 05 09 A
RETROSPECTIVE PREMIUM ENDORSEMENT CHANGES

The Retrospective Premium Endorsement attached to policy is changed by the information shown in the Schedule

SCHEDULE

1. The excess loss Premium Factor is changed as follows:

<u>State</u>	<u>Excess Loss Factor</u>	<u>Effective Date</u>

2. Retrospective Development Premium does not apply in these states:

3. The Retrospective Development Factors are changed as follows:

<u>State</u>	<u>Retrospective Development Factors</u>			<u>Effective Date</u>
	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	

4. The Tax Multiplier is changed as follows:

<u>Tax Multiplier</u>			<u>Effective Date</u>
<u>State</u>	<u>(Other Than "F" Classes)</u>	<u>(Federal "F" Classes Only)</u>	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

- Use Item 1 of the Schedule to show a change in the excess loss factor on an outstanding basis.
- Use Item 2 of the Schedule to show that retrospective development factors do not apply in a particular state.
- Use Item 3 of the Schedule to show retrospective development factors approved after the effective date of the policy.
- Use Item 4 of the Schedule to show a change in the tax multiplier on an outstanding basis.

Effective January 1, 2015

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 05 10 B

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT
NON-RATABLE CATASTROPHE ELEMENT OR SURCHARGE**

This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement changes the retrospective rating plan premium endorsement attached to the policy.

- 1) Standard premium excludes the portion of the premium that is determined by the application of a non-ratable catastrophe element in a rate or a non-ratable catastrophe surcharge required by our manuals. The classification codes involving such premiums are listed in the Schedule below.
- 2) Incurred losses do not include the cost in excess of the two most costly claims arising out of an accident involving two or more persons under a classification code for which our manuals contain a non-ratable catastrophe element.
- 3) Catastrophe provisions, as described in our manuals, are included in the total policy premium, but excluded from the standard premium used in a retrospective rating plan premium.

SCHEDULE

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
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

Notes:

1. Use this endorsement if the policy is retrospectively rated and covers operations or classifications that involve a non-ratable catastrophe element or surcharge. Examples include aircraft operations and explosives and ammunition manufacturing classification. See the applicable Experience Rating Plan Manual.
2. Use the Schedule to list the classifications that affect this endorsement.

Effective January 1, 2005

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
RETROSPECTIVE PREMIUM ENDORSEMENT SHORT FORM

WC 00 05 11

The premium for this policy will be determined by the retrospective premium endorsement forming a part of policy number _____.

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
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

Notes:

1. If the insured has more than one policy subject to the same retrospective rating option, use this endorsement to identify the policy that carries the retrospective premium endorsement.
Show that policy number in the space provided in this endorsement. Any other information necessary to identify that policy may also be shown on this endorsement at the carrier's option.
2. If one-year policies are issued with a rating plan period longer than one year, this Short Form Endorsement should identify the first policy issued during the rating plan period because that policy is the only one to be endorsed with the three-year or long term retrospective premium endorsement.

Effective January 1, 2016

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 05 15 A
RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT FLEXIBILITY OPTIONS

This endorsement is added to Part Five (Premium) because you chose to have the cost of the insurance rated retrospectively.

The retrospective rating plan premium endorsement attached to the policy is changed by the selection of one or more of the options shown below in the Schedule.

SCHEDULE

1. Incurred losses are changed to include allocated loss adjustment expense in these states:
_____.
2. The correctly calculated basic premium factor for 100% of the estimated standard premium shall be used without linear interpolation, for each calculation of retrospective premium.
3. Each calculation of retrospective rating plan premium will use all loss information we have as of a date agreed to by you and us.

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
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

Notes:

- 1) This endorsement is used to indicate the states in which incurred losses are changed to include allocated loss adjustment expenses.
- 2) The flexibility options (2) and (3) in the Schedule are not applicable in New Jersey.

Effective January 1, 2010

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 05 16

**RETROSPECTIVE RATING PLAN PREMIUM ENDORSEMENT
LARGE RISK ALTERNATIVE RATING OPTION (LRARO)**

This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement applies only to workers compensation and employers liability insurance when rated under the provisions of the Large Risk Alternative Rating Option that we have negotiated with you.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Effective July 1, 2000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 05 09 C

**NEW JERSEY RETROSPECTIVE PREMIUM ENDORSEMENT
PART TWO-EMPLOYERS LIABILITY INSURANCE EXCESS EXCLUSION**

This endorsement changes the Retrospective Premium Endorsement attached to the policy.

- 1) Standard Premium. The premium developed for Part Two limits of liability in excess of the standard limits shown in the Schedule below for employment in New Jersey and, if applicable, for coverage under Admiralty or the Federal Employers' Liability Act will be excluded in determining the standard premium.
- 2) Incurred Losses. Subject to any lower loss limitation in the Retrospective Premium Endorsement attached to the policy, the portion of each Part Two liability loss in excess of the standard limits shown in the Schedule below for employment in New Jersey and, if applicable, for coverage under Admiralty Law or the Federal Employers' Liability Act will be excluded in determining the incurred losses.

SCHEDULE

Part Two Standard Limits—Employment in New Jersey

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease..... \$100,000 each employee

Bodily Injury by Disease..... \$500,000 policy limit

Part Two Standard Limits—Employment Under Admiralty or
Federal Employers' Liability Act

Bodily Injury by Accident \$100,000 each accident

Bodily Injury by Disease..... \$100,000 each employee

Bodily Injury by Disease..... \$100,000 state limit

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

- 1) This endorsement is to be attached to a policy which is subject to retrospective rating when it is agreed between the insured and the carrier that the premium for increased Part Two limits and Part Two losses in excess of standard limits are to be excluded from the retrospective rating.
- 2) The information in the Schedule is for the convenience of the insured and the carrier but does not determine the Part Two-Employers Liability Insurance limits in the policy.
- 3) This endorsement is to be supplemented with the New Jersey Premium Discount Endorsement.

Effective January 1, 1994

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 06 01 A

NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE ENDORSEMENT

1. This endorsement applies to the insurance provided by:
Part One (Workers Compensation Insurance)
Part Two (Employers Liability Insurance) and
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under Part One, Part Two or Part Three of the policy, except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including allocated loss adjustment expense which arises out of any claim or suit we defend, where you elect to include such expense.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us in accordance with N.J.S.A. 34:15-83.

Deductible—Each Occurrence/Each Claim

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined, including allocated loss adjustment expense if elected by you, for bodily injury to one or more employees as the result of any one accident or for disablement of one employee due to bodily injury by disease.

Deductible—Policy Aggregate

6. The amount stated in the Schedule as aggregate is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and allocated loss adjustment expense if elected by you, because of bodily injury by accident or bodily injury by disease for the policy period.
 - a) If we cancel the policy, the aggregate amount stated in the Schedule will be reduced to a pro rata amount based on the time this policy was in force.
 - b) If you cancel the policy as a result of your retiring from business, the aggregate deductible amount will be reduced to a pro rata amount based on the time this policy was in force.
 - c) If you cancel the policy for any reason other than retiring from business, the aggregate deductible amount will not be reduced.
 - d) If this policy is issued for a term of less than one year, the aggregate deductible amount will not be reduced.

Effect of Deductible on Limits of Liability

7. The applicable limits of liability as respects Part Two (Employers Liability Insurance) are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered by this policy. In the event of a claim, our obligation to pay is the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of loss adjustment expense, where such expense is elected by you, will not affect the limits of liability.

Allocated Loss Adjustment Expense

8. Allocated loss adjustment expense, which is electable by you, means claims expenses directly allocated by us to a particular claim. Such expense shall not include cost of investigation or the salaries and traveling expenses of our employees other than those salaried employees who perform services which can be directly allocated to the handling of a particular claim.

Recovery From Others

9. If we recover any payments made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
 - a) First, to any payments made by us in excess of the deductible amount; and
 - b) Then the remainder, if any, will be applied to reduce the deductible amount reimbursable by you.

Effective January 1, 1994

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 06 01 A
NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE ENDORSEMENT

Cancellation

10. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this policy for non-payment in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

Sole Representation

11. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
- a) Changes to this endorsement
 - b) Obligations to receive premiums
 - c) Giving or receiving notice of cancellation

Your Duties and Understandings

12. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

Other Rights and Duties

13. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
- a) Our right and duty to defend any claim, proceeding or suit against you and
 - b) Your duties if injury occurs.

Additional Charges

14. The surcharges for the Second Injury Fund and Uninsured Employers Fund and the premium charge for the expense constant are not part of the Large Risk—Large Deductible Program but are included in the total cost of the coverage provided by the policy to which this endorsement is attached.

SCHEDULE

<u>Coverage</u>	<u>Deductible Amount Basis</u>
Bodily Injury by Accident	\$ each accident
Bodily Injury by Disease	\$ each employee
Bodily Injury by Disease	\$ aggregate
(Dollar Amount or "None")	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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

Countersigned by _____

Effective January 1, 1994

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 06 02 B
NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE RETROSPECTIVE ADJUSTMENT ENDORSEMENT

This endorsement changes the New Jersey Large Risk—Large Deductible Endorsement attached to the policy.

1. You have agreed to the New Jersey Large Risk—Large Deductible Program under the New Jersey Large Risk—Large Deductible Endorsement.
2. You have further agreed to retrospective adjustment of the deductible premium. The adjustment produces retrospective deductible premium which results directly from your loss experience during the term of the rating period. The loss experience will be valued according to the standard requirements of the New Jersey Statistical Plan. There is no minimum or maximum premium factor applicable to this adjustment. The inclusion of an occurrence aggregate or policy aggregate, however, may limit the amount of reimbursable loss which, in turn, would affect the retrospective deductible premium payable by you.
3. The retrospective adjustment of the deductible premium will be determined by us during the sixth month after the end of the rating period. Adjustments based on subsequent valuations of loss experience at twelve month intervals will continue to be made by us until we and you agree that the latest adjustment is final. No other calculation will be made unless there is a clerical error in the final calculation.

Note:

This supplementary endorsement is to be attached to policies subject to the Large Risk—Large Deductible Program where retrospective adjustment of the deductible premium has been elected and the New Jersey Large Risk—Large Deductible Endorsement is also attached to the policy. See 3:10A of the N.J. Manual.

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
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

Effective January 1, 1998

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 06 03

NEW JERSEY PARTICIPATING PROVISION ENDORSEMENT

You may be entitled to participate in a distribution of the surplus or excess premium of the company to such an extent and upon such conditions as shall be determined by the board of directors of the company provided you have complied with all the terms of the policy including the payment of premiums.

Neither dividends nor any factors used in their calculation may be guaranteed.

Dividends will be payable only for a policy period that has expired.

By the purchase of this policy you do not obtain any contractual right to a dividend.

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
Insured
Insurance Company

Policy No.

Endorsement No.
Premium \$

Countersigned by _____

Notes:

- 1) This endorsement must be attached to policies issued by insurers operating on a mutual, participating or reciprocal basis.
- 2) The use of this endorsement is governed by the by-laws or charter of the insurer.
- 3) It shall be permissible to include the verbiage in this endorsement as Condition F of Section Six in the policy contract thus, eliminating the need for the separate endorsement.

Effective January 1, 2019

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 06 04 A
NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE AGGREGATE LIMIT ENDORSEMENT

You understand and elect that the Aggregate Limit contained in the New Jersey Large Risk— Large Deductible Endorsement and Notice of Election is provisional. The actual Aggregate Limit will be determined at the time of the policy audit, and will be calculated as a % of the Standard Premium or per \$100 of Payroll in those states where a deductible applies.

The Aggregate Limit will not be less than the deductible amount specified in the Schedule of the New Jersey Large Risk — Large Deductible Endorsement.

If the policy is cancelled, the Aggregate Limit will not be less than the aggregate limit specified in the New Jersey Large Risk — Large Deductible Endorsement.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Effective January 1, 2005

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 06 05

NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE ENDORSEMENT PER PERSON BASIS

1. This endorsement applies to the insurance provided by:
Part One (Workers Compensation Insurance)
Part Two (Employers Liability Insurance) and
Part Three (Other States Insurance)
2. This endorsement applies between you and us. It does not affect the rights of others under the policy. Nor does it change our obligations under Part One, Part Two or Part Three of the policy, except as otherwise stated in this endorsement.
3. In consideration of a reduced premium, you have agreed to reimburse us up to the deductible amounts stated in the Schedule at the end of this endorsement for all payments legally required, including allocated loss adjustment expense which arises out of any claim or suit we defend, where you elect to include such expense.
4. We will remain responsible for the full payment of all claims under this policy without regard to your ability or intention to reimburse us for the deductible amounts. The contract of insurance shall be fully enforceable by your employees or their dependents against us in accordance with N.J.S.A. 34:15-83.

Deductible—Each Person/Each Occurrence

5. The deductible amount stated in the Schedule is the most you must reimburse us for indemnity and medical benefits and damages combined, including allocated loss adjustment expense if elected by you, for bodily injury to one or more employees as the result of any one accident arising out of any one occurrence or for disablement of one employee due to bodily injury by disease arising out of any one occurrence.

Deductible—Occurrence Aggregate

6. The amount stated in the Schedule as the Occurrence Aggregate is the most you will reimburse us for the sum of all indemnity and medical benefits, damages, and allocated loss adjustment expense if elected by you because of bodily injury by accident or bodily injury by disease for each occurrence for the policy period.
 - a) If we cancel the policy, the aggregate amount stated in the Schedule will be reduced to a pro rata amount based on the time this policy was in force.
 - b) If you cancel the policy as a result of your retiring from business, the aggregate deductible amount will be reduced to a pro rata amount based on the time this policy was in force.
 - c) If you cancel the policy for any reason other than retiring from business, the aggregate deductible amount will not be reduced.
 - d) If this policy is issued for a term of less than one year, the aggregate deductible amount will not be reduced.

Deductible—Policy Aggregate

7. The amount stated in the Schedule as aggregate is the most you must reimburse us for the sum of all indemnity and medical benefits, damages, and allocated loss adjustment expense if elected by you, because of bodily injury by accident or bodily injury by disease for the policy period.
 - a) If we cancel the policy, the aggregate amount stated in the Schedule will be reduced to a pro rata amount based on the time this policy was in force.
 - b) If you cancel the policy as a result of your retiring from business, the aggregate deductible amount will be reduced to a pro rata amount based on the time this policy was in force.
 - c) If you cancel the policy for any reason other than retiring from business, the aggregate deductible amount will not be reduced.
 - d) If this policy is issued for a term of less than one year, the aggregate deductible amount will not be reduced.

Effective January 1, 2005

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 06 05

NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE ENDORSEMENT PER PERSON BASIS

Effect of Deductible on Limits of Liability

8. The applicable limits of liability as respects Part Two (Employers Liability Insurance) are subject to reduction by the application of the loss reimbursement amount(s) applicable to any claim for accident or disease covered by this policy. In the event of a claim, our obligation is to pay the amount available for benefits or damages that remains after the application of the specific loss reimbursement amount. The payment of loss adjustment expense, where such expense is elected by you, will not affect the limits of liability.

Allocated Loss Adjustment Expense

9. Allocated loss adjustment expense, which is electable by you, means claims expenses directly allocated by us to a particular claim. Such expense shall not include cost of investigation or the salaries and traveling expenses of our employees other than those salaried employees who perform services which can be directly allocated to the handling of a particular claim.

Recovery From Others

10. If we recover any payments made under this policy from anyone liable for the injury, the amount we recover will be applied as follows:
- a) First, to any payments made by us in excess of the deductible amount; and
 - b) Then the remainder, if any, will be applied to reduce the deductible amount reimbursable by you.

Cancellation

11. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this policy for nonpayment in accordance with the provisions of statute. We will remain fully responsible for the full amount of all claims incurred prior to the effective date of cancellation.

Sole Representation

12. The first Named Insured stated in the Information Page will act on behalf of all the named insureds with respect to:
- a) Changes to this endorsement
 - b) Obligations to receive premiums
 - c) Giving or receiving notice of cancellation

Your Duties and Understandings

13. All bodily injuries by accident or disease for which you are responsible shall be promptly reported to us for adjustment and payment, regardless of their severity or cost. You further understand that all such bodily injuries and their cost shall be included in experience data used to determine the experience rating for your policy, regardless of the eligibility of such claims for full or partial reimbursement under the deductible provisions of this policy.

Other Rights and Duties

14. All other terms of the policy, including those which govern the following items, apply irrespective of this deductible endorsement:
- a) Our right and duty to defend any claim, proceeding or suit against you and
 - b) Your duties if injury occurs.

Additional Charges

15. The surcharges for the Second Injury Fund and Uninsured Employers Fund and the premium charge for the expense constant are not part of the Large Risk—Large Deductible Program but are included in the total cost of the coverage provided by the policy to which this endorsement is attached.

Effective January 1, 2005

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 06 05

NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE ENDORSEMENT PER PERSON BASIS

SCHEDULE

<u>Coverage</u>	<u>Deductible Amount Basis</u>	
Bodily Injury by Accident	\$	Each Person/Each Occurrence
Bodily Injury by Disease	\$	Each Person/Each Occurrence
All Covered Bodily Injury	\$	Occurrence Aggregate
	(Dollar Amount or "None")	
All Covered Bodily Injury	\$	Policy Aggregate
	(Dollar Amount or "None")	

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Effective January 1, 2002

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 00 B

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

☐ Insured's Name (WC 89 06 01)	☐ Item 3.A. States (WC 89 06 11)
☐ Policy Number (WC 89 06 02)	☐ Item 3.B. Limits (WC 89 06 12)
☐ Effective Date (WC 89 06 03)	☐ Item 3.C. States (WC 89 06 13)
☐ Expiration Date (WC 89 06 04)	☐ Item 3.D. Endorsement Numbers (WC 89 06 14)
☐ Insured's Mailing Address (WC 89 06 05)	☐ Item 4.* Class, Rate, Other (WC 89 04 15)
☐ Experience Modification (WC 89 04 06)	☐ Interim Adjustment of Premium (WC 89 04 16)
☐ Producer's Name (WC 89 06 07)	☐ Carrier Servicing Office (WC 89 06 17)
☐ Change in Workplace of Insured (WC 89 06 08)	☐ Interstate/Intrastate Risk ID Number (WC 89 06 18)
☐ Insured's Legal Status (WC 89 06 10)	☐ Carrier Number (WC 89 06 19)
	☐ Issuing Agency/Producer Office Address (WC 89 06 25)

is changed to read:

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

*Item 4. Change To:

Total Estimated Annual Premium \$

Minimum Premium \$

Deposit Premium \$

All other terms and conditions of this policy remain unchanged.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

Notes:

- This endorsement may be used in its present form by placing an X in the applicable block(s), or only the one or more applicable items may be shown.
- If this endorsement is used as a company endorsement, the company form number should be used in place of WC 89 06 00 B endorsement number.
- The Bureau copy must show the exact title and "WC 89 — —" number for each applicable transaction, e.g., Insured's Name WC 89 06 01
- Modification factor changes (WC 89 04 06) or rate changes (WC 89 04 15) do not require premium entries in the Item 4 change section.
- Make appropriate entries to reflect applicable changes in Item 4.
- This endorsement must not be used for Item 4 changes where standard endorsements are available to accomplish the intended purpose, e.g., WC 00 04 07.
- This endorsement must contain an attachment clause which identifies the company, insured, policy number and effective date of the endorsement.
- Any premium item changes not specifically identified in the endorsement, e.g., premium for increased limits—Item 3.B., should be inserted and identified in the Item 4 section.

Effective July 1, 2019

NOTICE OF CANCELLATION

Form 116-B

N.J.S.A. 34:15-81 prescribes the precise manner by which New Jersey workers compensation and employers liability insurance policies may be cancelled. Certified mail may be substituted for registered mail in notifying the employer (see N.J.S.A. 1:1-2).

N.J.A.C. 11:1-5.2 requires thirty (30) days advance notice to the insured of the cancellation or nonrenewal of a policy. The requirement in N.J.S.A. 34:15-81b of ten (10) days advance notice to the insured to cancel a policy for nonpayment of premium must still be satisfied.

The Commissioner of Banking and Insurance has designated the Compensation Rating and Inspection Bureau (Rating Bureau) as the entity to receive the "like notice" required by N.J.S.A. 34:15-81b.

Electronic submission of this form is required, and the data elements must be consistent with the requirements

set forth in "WCPOLS" of the National Workers Compensation Data Specifications Manual. Carriers must submit cancellation notices in WCPOLS format via Secure File Transfer Protocol (SFTP), Compensation Data Exchange (CDX), the Rating Bureau Web upload, or Manage Data. Notices of cancellation submitted to the Rating Bureau are neither approved nor disapproved.

The New Jersey Transmittal Letter appearing in 3:2 of this Manual, or the signed certification by or on behalf of the carrier in Item 6, must be submitted electronically to the Rating Bureau no later than 48 hours after the cancellation(s) have been submitted. The certifying signature must be in the form of a wet signature, a signature stamp, or a computer generated or scanned signature.

The cancellation notice below is For Reference Only and is not to be submitted to the Rating Bureau.

NEW JERSEY

APPROVED FORM FOR FILING NOTICE OF CANCELLATION BY CARRIER

Executive Director
c/o Compensation Rating & Inspection Bureau
60 Park Place
Newark, N.J. 07102

You are hereby notified that the policy of Workers Compensation and Employers Liability Insurance described below will be terminated as of the stated date.

Name of Employer

Address of Employer

Nature of Business

Policy No.

Effective Date of Policy

Effective Date of Cancellation

at 12:01 o'clock A.M., standard time.

Date Notice of Cancellation was mailed Employer

CERTIFICATION: THE UNDERSIGNED INSURANCE CARRIER CERTIFIES THAT LIKE NOTICE OF ELECTION TO TERMINATE THE STATED CONTRACT OF INSURANCE HAS BEEN GIVEN THE EMPLOYER IN ACCORDANCE WITH REQUIREMENT OF N.J.S.A. 34:15-81.

Insurance Carrier _____

By _____ Date _____

Reason for Cancellation

FORM 116-B 7/09

NOTE: ALL INFORMATION REQUIRED BY THIS FORM MUST BE GIVEN.

Effective July 1, 2019

NOTICE OF REINSTATEMENT

Form 117-A

The Notice of Reinstatement shall be submitted electronically via CDX, Secure File Transfer Protocol, NJCRIB Web upload, or Manage Data.

The reinstatement notice below is For Reference Only and is not to be submitted to the Rating Bureau.

NEW JERSEY

APPROVED FORM FOR FILING NOTICE OF REINSTATEMENT

Executive Director
c/o Compensation Rating & Inspection Bureau
60 Park Place
Newark, N.J. 07102

You are hereby notified that the policy of Workers Compensation and Employers Liability Insurance described below is reinstated as of the stated date.

Name of Employer _____

Address of Employer _____

Policy No. _____

Effective Date of Policy _____

Effective Date of Reinstatement _____

at 12:01 o'clock A.M., standard time.

Insurance Carrier _____

By _____

Date _____

FORM 117-A 7/09

NOTE: ALL INFORMATION REQUIRED BY THIS FORM MUST BE GIVEN.

Effective October 1, 2019

POSTING NOTICE

Form 16-NJ A

The law requires every insured employer to post and maintain notices naming the company insuring its compensation liability "in a conspicuous place or places in and about the employer's place of business." The form of notice is prescribed by the Commissioner of Banking and Insurance and shall be clearly printed on a minimum of 90# index or on standard stock copy paper, 8 1/2" by 11" in size. The company insuring its compensation liability may, upon request, send the notice electronically to the employer. The content and arrangement of items must be consistent with the layout shown below. In accordance with 3:2-1 a duplicate filing must be made before the form is placed in use.

NOTICE

The undersigned employer hereby gives notice that the payment of compensation to employees and their dependents has been secured in accordance with the provisions of the Employer's Liability Insurance Law, Title 34, Chapter 15, Article 5, Revised Statutes New Jersey, by insuring with the

() Insurance Company

for the period

Beginning Ending

Employer

In accordance with the above cited law, notice of compliance must be posted and maintained conspicuously in and about the employer's workplaces.

Form 16 NJ A

Effective January 1, 2001

AVISO

Form 17

El empleador abajo firmante, notifica que el pago de compensación a empleados y sus dependientes ha sido asegurado de acuerdo con las disposiciones de la ley de seguros de responsabilidad del empleador, Título 34, Capítulo 15, Artículo 5, Estatutos Revisados del estado New Jersey, asegurándolos con el

() **Compañía de Seguros**
por el periodo

Comenzando

Finalizando

Empleador

De acuerdo con la ley citada anteriormente, aviso de cumplimiento deben publicarse y mantenerse de manera visible en y alrededor los lugares de trabajo del empleador.

Form 17 NJ

Effective January 1, 2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Form PP-1B

**NEW JERSEY NOTICE OF ELECTION—PROPRIETORS AND PARTNERS
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

The New Jersey Workers' Compensation Law was amended effective April 13, 2000. The amendment permits election by a self-employed person or partners of any partnership including partners of a limited liability partnership and members of a limited liability company actively performing services on behalf of the business to be deemed employees for the purpose of receipt of benefits and the payment of premiums. This election does not affect the insurance obligations for employees other than the self-employed person, partners or members.

The election must be made at the time the policy is purchased or renewed and must be effective at the inception date of the policy. It is important to note that the election cannot be rescinded during the policy period and that in the case of any partnership including a limited liability partnership or limited liability company, ALL of the partners or ALL of the members must elect the coverage. You will be required to pay a premium based on the remuneration and duties of the self-employed person or each partner or each member.

The insurer or insurance producer shall not be liable in an action for damages on account of the failure of a business, limited liability partnership, limited liability company or partnership to elect to obtain workers' compensation coverage for a self-employed person, limited liability partner, limited liability company member or partner, unless the insurer or insurance producer causes damage by a willful, wanton or grossly negligent act of commission or omission.

Whether electing or rejecting coverage, it will be necessary to complete all of the information as requested below. This completed form must then be returned to the insurer/producer. A copy of this Notice and proof of mailing should be retained for your records. If you received this form in relation to a renewal of insurance, and fail to execute and return it to the insurer/producer, coverage will continue as per the expiring policy.

NAME OF BUSINESS _____

Always
complete
this section

COVERAGE IS ELECTED _____ **COVERAGE IS REJECTED** _____ **BUSINESS IS A CORPORATION OR
OTHER FORM OF ORGANIZATION** _____

	Name(s) of Proprietor or All Partners (please print)	Estimated Annual Wage	Duties
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Complete
this section
only when
coverage is
elected.

Signature: _____

Date: _____

Always
complete
this section

Proprietor or a Partner

Effective July 1, 2019

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Form TL-1

NEW JERSEY TRANSMITTAL LETTER

POLICY INFORMATION PAGE, CANCELLATION, REINSTATEMENT AND ENDORSEMENT DATA

1. NAME AND ADDRESS OF RATING ORGANIZATION

Compensation Rating and Inspection Bureau of New Jersey
60 Park Place
Newark, NJ 07102
Attn: Director of Technology and Operations Services

2. CARRIER NAME:

3. CARRIER CODE:

4. CONTROL DATA

Total Number of Records _____

Total Number of Header Records _____

5. TRANSACTION ISSUE PERIOD (DATES)

From: _____

To: _____

- 6.** The person signatory hereto certifies on behalf of the (carrier name) and its property casualty affiliates that all attached data furnished herewith are correct and in accordance with the company's records. The undersigned, on behalf of the carriers, further certifies that like notice of election to terminate the stated contracts of insurance have been given to the employers in accordance with the requirements of N.J.S.A. 34:15-81.

(Signature)

(Date)

7. PERSON TO CONTACT REGARDING SUBMISSION:

Name: _____

Company: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Effective January 1, 2020

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY NJCRIB ERM-14 FORM

**NEW JERSEY COMPENSATION RATING AND INSPECTION BUREAU ERM-14 FORM
CONFIDENTIAL REQUEST FOR OWNERSHIP INFORMATION**

The following ownership statements may be used only in establishing premiums for your Workers Compensation and Employers Liability insurance coverages; otherwise this information will be maintained in confidence. Your workers compensation policy requires that you must report ownership for multiple entities, name changes, ownership changes, and other changes as detailed below, to your insurance carrier in writing as promptly as possible after the transaction date. If you have questions, contact your agent, insurance carrier, or the New Jersey Compensation Rating and Inspection Bureau (Bureau). Once completed, this form must be submitted to the Bureau by you, your agent, or your insurance carrier. If this form does not provide the means to explain the transaction(s), enter as much information on the form as possible, and supplement the form with a narrative on the employer's letterhead, signed by an owner, partner, or executive officer. If you need assistance completing this form, contact the Bureau at 973-622-6014.

Note: This form is for New Jersey policyholders to report ownership information pertaining only to their New Jersey business entities. The national ERM - 14 form can be accessed on NCCI's website at www.ncci.com.

Section 1- Type of Transaction

Check all that apply.

If multiple changes are being reported and they did not occur on the same date, complete a separate ERM - 14 for each transaction.

- ☐ **Name and/or Legal Entity Change**
A change has occurred to the name and/or legal status of the entity.
NOTE: D/B/A Name changes are not considered ownership changes and do not need to be reported to the Bureau.
- ☐ **Sale, transfer, or conveyance of all or a portion of an entity's ownership interest**
A change has occurred to the ownership of the entity.
- ☐ **Sale, transfer, or conveyance of an entity's physical assets to another entity that takes over its operations**
An entity sells or transfers its assets to another entity, and the acquiring entity takes over the operations of the selling/ transferring entity. The entity or business name may or may not be sold or transferred with the other assets.
- ☐ **Merger or consolidation (Attach a copy of agreement, if applicable)**
Two or more entities combine to form a single entity.
- ☐ **Formation of a new entity that acts as, or in effect is, a successor to another entity**
A new entity is formed or replaces an entity that has dissolved, or a new entity is formed and the prior entity has ceased operations or operates in a limited capacity.
- ☐ **Irrevocable trust or receiver**
A change has occurred to the entity, either voluntarily or by court mandate, that requires the entity to be put in a trust or receivership.
- ☐ **Determination of combinability of separate entities**
Two or more entities have common ownership and may be combinable as a single risk for experience rating purposes.

*Effective date of change(s): _____

*Date reported to the Insurance Carrier: _____

Section 2 - Narrative

Provide a brief description of the changes that have occurred. Include any additional information you believe pertinent to the transaction(s) reported on this form. Is there a spousal relationship between new and prior owner(s)? ☐ Yes ☐ No If Yes, please identify the individuals and their relationship to each other below.

Effective January 1, 2020

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY NJCRIB ERM-14 FORM

**NEW JERSEY COMPENSATION RATING AND INSPECTION BUREAU ERM-14 FORM
CONFIDENTIAL REQUEST FOR OWNERSHIP INFORMATION**

Section 3 - Ownership Detail of Each Entity: Combinability/Name Changes/Ownership Changes

Provide details below for each entity involved in the ownership change transaction(s). This must include entity information for "before" the change and "after" the change. If more than 3 entities are involved in the change, use additional copies of page 2.

Corporations—List all names of owners of 5% or more of voting stock and number of shares owned. Submit shareholder proposal if transaction involved exchange of stock.

Partnership—List each partner and appropriate share in the profits. If the entity is a limited partnership, list name(s) of each general partner(s).

Other—If no voting stock, list members of board of directors or comparable governing body.

Col. I = Ownership before change
Col. II = Ownership after change

OR

Col. I & II = Ownership before change
Col. III = Ownership after change

Information	Column 1	Column 2	Column 3
Entity Information: - Address - Phone Number - E-mail Address - Website - Primary Contact			
Entity FEIN			
Coverage ID (if available)			
Insurance Carrier Name			
Policy Number / Effective Date			
Type of Entity (Corporation, Partnership, Individual, LLC, etc.)			
Ownership List all owners, members, partners, officers, etc., along with a percentage of ownership or shares of voting stock. If no "owners" or voting stock, provide list of board of directors of comparable governing body.			
Total Ownership Interest or Number of Shares			

Person completing form:

Name: _____

Phone Number _____

Company Name: _____

Title: _____

Effective January 1, 2020

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY NJCRIB ERM-14 FORM

**NEW JERSEY COMPENSATION RATING AND INSPECTION BUREAU ERM-14 FORM
CONFIDENTIAL REQUEST FOR OWNERSHIP INFORMATION**

1. Have any of these entities operated under another name in the last four years? ☐ Yes ☐ No
2. Are any of the entities currently related through common majority ownership to any entity not listed on this form?
☐ Yes ☐ No
3. Have any of these entities been previously related through common majority ownership to any other entities in the last four years?
☐ Yes ☐ No
4. If you answered Yes to questions 1, 2, or 3 above, you must provide additional information below.

Name of Business

Principal Location

Carrier/Policy Number

Effective Date

5. Were the assets and/or ownership interest (all or a portion) of this entity acquired from a previously existing business? ☐ Yes ☐ No
If yes, you must provide the name of the entity and its complete ownership information below.

Name of Entity

Ownership

6. For changes from a sole proprietorship, was the new majority owner(s) identified with the management of the former proprietorship?
☐ Yes ☐ No

Section 4 - Certification

The person signing below certifies that the information contained in this form is complete and correct.

Entity Owner, Partner, Member, or Executive Officer:

Name: _____

Phone Number: _____

Entity Name: _____

Title: _____

Signature: _____

Date: _____

Effective January 1, 2021

★ **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY FORM PHN-NJ**

NEW JERSEY POLICYHOLDER NOTICE

The New Jersey Construction Classification Premium Adjustment Program (NJCCPAP) is available to qualifying New Jersey employers engaged in construction operations.

In order to qualify, your policy must be experience rated, contain at least one construction classification, and include at least one construction classification producing an average hourly wage meeting the minimum qualifying wage criteria.

To apply, you or your representative must complete an application through the online system, <http://ccpap.njcrid.com>. **A properly completed application must be submitted each year at least 60 days prior to the rating effective date.**

The application must include **ALL** classifications, wages (excluding overtime pay and pay in excess of payroll amount charged to executive officers), and hours worked during the selected quarter for **ALL** businesses commonly owned and included in your experience rating calculations. **The wage and time-worked information must be consistent with the information furnished to the Department of Labor, Division of Employment Security Revenue, on Form WR-30.**

If you require further assistance, please contact your insurance agent or insurance company. You and your insurance carrier will be advised of any applicable policy premium credit. You will also be advised in the event you do not qualify for a premium credit.

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Effective January 1, 2021

PART THREE

Section 3. PREPARATION AND AUDITING OF POLICIES

General Requirements

- 1. Policy Forms.** Insurance for liability under the Workers' Compensation Law of New Jersey shall be written upon the Standard Provisions Workers Compensation and Employers Liability Policy except as otherwise provided.
- 2. Voluntary Compensation Insurance.** Voluntary Compensation insurance shall be available only for Maritime or Federal Employments in accordance with 3:6 of this Manual.
- 3. U.S. Longshore and Harbor Workers' Compensation and Employers' Liability Insurance** shall be written in accordance with the special rules entitled "Liability under the United States Longshore and Harbor Workers' Compensation Act," 3:6 of this Manual.

4. Maritime and Federal Employers' Liability Act Employments which are not within the scope of the New Jersey Workers' Compensation Law and which are subject to Admiralty jurisdiction or the Federal Employers' Liability Act shall be written in accordance with the special rules entitled "Maritime or Federal Employments," 3:6 of this Manual.

5. Multiple State Policies. If the coverage for any risk includes one or more states or jurisdictions in addition to New Jersey, the Information Page and any endorsements shall be prepared so that the New Jersey coverage and premium charges, including the effect of experience rating, increased Part Two limits, Premium Discount and interim adjustment of premium shall be clearly and separately stated.

6. Filing Requirements. Every policy providing Workers' Compensation and Employers' Liability Coverage for New Jersey employments shall be filed with the Rating Bureau as evidence of compliance with N.J.S.A. 34:15-78. Such filings shall be made not more than sixty days after the effective date of such insurance.

The policy submission shall be filed with all New Jersey standard endorsements for which specific approval has been given to indicate attachment by reference. Any subsequent endorsements issued for attachment to the policy shall be filed electronically within 15 days of issuance.

Where prior approval has been granted, it is permissible to submit electronic files containing policy, cancellation, reinstatement and endorsements via CDX, Secure File Transfer Protocol, and NJCRIB Web upload. Individual transactions can also be submitted through the Manage Data Tool.

Exception: These requirements shall not apply when coverage against the liability for the payment of any obligation which the policyholder may incur to an injured domestic servant or household employee or the dependents thereof pursuant to the provisions of the New Jersey Workers' Compensation Law is afforded on a homeowners' policy or other policy providing comprehensive personal liability insurance as mandated by Chapter 380 Public Laws of 1979.

7. Servicing Office or Producer. The filing of every policy Information Page shall include the address of the servicing office through which the policy was issued and shall also include the name of the producer.

8. Underwriting Basis. As provided in N.J.S.A. 34:15- 87, every policy shall be issued to cover the entire liability of the insured employer under the New Jersey Workers' Compensation Law. Thus, no policy shall contain any limitation either as to the operations or amounts of liability which are insured.

Exception: A separate policy may be issued to cover a stated business, plant, location or employment carried on the insured provided that the business, plant, location or employment excluded by such restriction shall be concurrently separately insured or exempted as provided by law. The entire operations of an employer at a specific location shall be covered by a single policy.

Further, as provided in N.J.S.A. 34:15-87, no policy may be issued or endorsed to insure any liability other than Workers Compensation or Employers Liability.

No Workers Compensation and Employers Liability Policy shall be written to cover any obligation for voluntary compensation or medical or surgical aid in excess of that required by the New Jersey Workers' Compensation Law.

9. Endorsement Prohibited. Except as otherwise provided in this Manual, no endorsement shall be issued or attached to any Workers Compensation or Employers Liability Policy which purports to construe, alter, limit, waive or extend any of the provisions of the policy or the applicable provisions of the Law.

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10. Name, Address and Locations of the Insured. No policy shall be issued or endorsed to include the insurable interest of more than one risk except as provided in 3:7 of this Manual. Item 1 of the Information Page shall clearly and completely set forth, without abbreviation, the full name of the insured. General phrases such as "any and all affiliated corporations" are prohibited.

If the named insured consists of more than one legal entity, except as provided in 3:7 of this Manual, it shall be the obligation of the carrier to furnish proof, over the signature of the employer, that the separate legal entities constitute a single risk as defined in 3:1-8 of this Manual.

Item 1 of the Information Page shall include the address of every fixed location at which business is conducted in New Jersey.

An electronic submission of NJCRIB ERM-14 Form must be completed by the employer, carrier or producer with proper certification through the Manage Ownership platform at www.njcrib.com to include ownership information for multiple entities.

10.A New Jersey Taxpayer Identification Number. In accordance with the provision of 34:15-89.1, it is required that each information page include the New Jersey taxpayer identification number (NJ TIN) assigned by the Department of Labor and Workforce Development pursuant to the provisions of the unemployment compensation law RS 43:21-1 et seq. In accordance with statute, **refusal** on the part of the employer to provide the NJ TIN may result in a monetary penalty against such employer. In such cases, the insurer is required to immediately notify the:

OFFICE OF SPECIAL COMPENSATION FUNDS
EMPLOYER ID UNIT
CN-399
TRENTON, NJ 08625-0399

In **other** instances, an employer may be exempted or otherwise not subject to the provisions of the "Unemployment Compensation Law." Also in certain cases, the employer may be unaware of the NJ TIN. In situations where the NJ TIN is unavailable, the insurer shall insert zeros in the twelve position field provided for the NJ TIN.

Policies insuring multiple New Jersey entities must include the associated NJ TIN for each named entity operating in New Jersey. The Workers' Compensation Data Specifications Manual provides for multiple entity/identification numbers, thus accommodating submissions via CDX, Secure File Transfer Protocol and NJCRIB Web upload. For individual transactions, the Manage Data tool is also available.

For risks engaged in Employee Leasing arrangements, see 3:10-3.A of the Manual.

11. Policy Period. The rules of this Manual have been prepared on the basis of coverage written or issued for a period not in excess of one year. For the purpose of bringing policy expirations to the first day of the calendar month, see 3:1-2 of this Manual.

Nothing herein, however, shall prohibit the writing or issuance of coverage for periods of more than one year but not in excess of three years, provided that in such instances the coverage shall be considered as consisting of consecutive units of twelve months or if the period of coverage is not a multiple of twelve months the first or last unit shall be considered as though it were a short term policy. Each unit as defined above shall be subject separately to all the rules and procedures specified in this Manual to the same degree as if it actually constituted a separate policy.

In the event the policy period for a long term policy is more than one year and sixteen days, and is not made up of complete 12-month periods, an endorsement shall be attached to the policy specifying whether the first or the last unit shall be considered as though it were a short term policy.

11.1 Exposures and Premiums. Each exposure and each premium item may be shown to the nearest dollar, counting fifty cents and over as an extra dollar.

Classification Procedure

12. The Governing Classification of a risk is defined as that classification, other than the Standard Exceptions, which carries the largest amount of payroll.

13. The Governing Classification for Construction Work shall be determined upon the basis of the entire job within the State of New Jersey which is the subject of the insurance contract and shall not be determined upon the basis of subdivisions of the job or intervals of time such as audit periods.

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14. Descriptive Manual Phraseology. If the operations to be insured are described by one or more classifications, the full phraseology shall be inserted in the policy, followed by the proper code number.

Exceptions;

- (a) It is permissible to use the underlined, capitalized language in lieu of the full phraseology.
- (b) Instructions or qualifications contained in the classification footnote may be shown in the policy to supplement the phraseology used.

15. No Descriptive Manual Phraseology. If the operations to be insured are not reasonably described by one or more classifications, the exact operations shall be stated in the policy followed by the code number of the Manual classification to which the operations have been assigned. In such cases the policy shall be controlled by all the limitations and conditions included in this Manual in respect to any classification whose code number is so assigned.

16. Classification by Location. For risks involving more than one specific location each classification, other than the Standard Exceptions, shall be designated against the location to which it applies.

17. Established Classification. When the classification of any risk has been established by the Rating Bureau, no policy shall be issued or endorsed nor adjustment of premium made under any other or conflicting classification. In any instance where the established classification does not describe the current operations of the insured, it shall be the obligation of the insuring carrier to draw the matter to the attention of the Rating Bureau with full particulars prior to the application of any other classification.

18. Single Enterprises. If a risk consists of a single operation or a number of separate operations which normally prevail in the business described by a single manual classification or separate operations which are incidental to the main business, that single classification which most accurately describes the entire enterprise shall be applied. Division of payroll shall be made as provided in respect to General Exclusions and Standard Exceptions, 3:3-25 and 26 of this Manual.

No division of payroll shall be permitted in respect to any other operation even though such operation may be specifically described by some other classification or may be conducted at a separate location.

For mercantile operations (not manufacturing, construction or erection) the classification shall be separately determined for each separate location which is conducted as a separate enterprise without the interchange of labor.

For construction or erection work, see special procedure set forth in 3:3-20 of this Manual.

19. Multiple Enterprises. (Not construction or erection work.) If a risk includes a separate operation which does not normally prevail in the business described by the governing classification or which is not incidental to the business described by the governing classification, that operation shall be separately rated, provided that:

- (a) The operation is not described by any of the General Inclusions.
- (b) The division is not contrary to the classification phraseology.
- (c) The division is not contrary to the provisions of any other rules of this Manual.

If the separate operation complies with rules (a), (b), and (c) above and is described by a classification which carries a rate lower than the rate for the governing classification, division of payroll shall be permitted only when the following additional conditions are met:

- (d) The entire operation, except as hereinafter provided in this Section in Paragraph 21 "Miscellaneous Employees" and in Paragraph 26 "Standard Exceptions," is conducted without interchange of labor either in a separate building or on a separate floor of a building or on the same floor with other operations, but separated by such structural partitions as effectively segregate the separate operations.
- (e) The employer conducts the operation as a separate undertaking with separate records of payroll.

20. Construction or Erection Work. If a risk includes construction or erection work, division of payroll shall be made for each separate and distinct type of construction or erection work which is specifically described by a manual classification provided separate records of payroll are maintained and provided the use of any such classification in connection with a separate job or location is not restricted by a specific or general NPD qualification. Operations for which no separate records of payroll are maintained shall be assigned to the highest rated classification applicable to the job or location. Operations which normally prevail in connection with a manual classification shall not be subject to division of payroll.

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20.1 Job Training Partnership of 1984. In providing Workers' Compensation and Employers' Liability Insurance in connection with this Act, the following rules shall govern:

- (a) When the sponsor is the insured, the administrative staff and enrollees working directly for the sponsor shall be classified in accordance with the rules of this Manual; enrollees assigned by the sponsor to work for other organizations shall be classified under the appropriate manual classifications applicable to the operations of such organizations.
- (b) When an organization other than the sponsor is the insured, the enrollees shall be classified in accordance with the appropriate manual classifications applicable to the operations of such organization. Premium shall be determined on the basis of the actual remuneration received under this Act by enrollees. If records of such remuneration are not available, premium shall be based upon the remuneration received by regular employees of the insured for comparable employment.

21. Miscellaneous Employees—Classification. If a risk is written on a divided payroll basis, the payroll of all employees (such as, but not limited to, superintendents, maintenance or power plant employees, watchguards, shipping and receiving clerks or yard workers) who cannot be properly assigned to a specific classification shall be assigned to the governing classification.

22. Executive Officers—Classification. In every instance the entire payroll of each executive officer developed as provided in 3:3-40 of this Manual shall be assigned without division to the highest rated classification which describes any duty undertaken by the executive officer for any part of his time except in the case of construction, erection, stevedoring work or the operation of aircraft where the rules of this Manual permit division of payroll and provided the original records of the employer directly disclose the proper allocation of the individual employee's time.

23. Standard Exceptions as Governing Classifications. If the basic and major operations of a risk are described by classifications defined as Standard Exceptions, as in the case of banks, insurance companies, etc., the payroll of all employees not specifically included in the definitions for such Standard Exceptions shall be separately rated, all other rules of this Manual notwithstanding.

24. General Inclusions. The classifications in this Manual, other than Standard Exceptions, include the operations listed below and referred to as General Inclusions, unless specifically excluded by the language of the manual classification. Any operation described by a General Inclusion shall nevertheless be subject to division of payroll if conducted as a separate and distinct enterprise and having no relation to the operations described by any other classification applicable to the risk.

- (a) Aircraft travel by employees, other than members of the flying crew, including employees whose payrolls are assigned to the standard exception classifications.
- (b) Commissaries and restaurants except in connection with construction, erection, lumbering or mining operations.
- (c) Manufacture of containers, such as bags, barrels, bottles, boxes, cans, cartons, or packing cases.
- (d) Plant hospitals or dispensaries.
- (e) Maintenance or ordinary repair of insured's buildings or equipment when performed by employees of the insured.
- (f) Printing or lithographing.

25. General Exclusions. The classifications in this Manual including Standard Exceptions, require the operations listed below, and referred to as General Exclusions, to be separately rated and classified unless otherwise specifically provided in the classification phraseology and subject to the division of payroll rules. Operations described by General Exclusions shall require such separate rating notwithstanding that the classification wording may include the term "All" as in such phrases as "all employees," "all operations," etc.

- (a) Aircraft Operation—all members of the flying crew.
- (b) Maintenance or repair work if performed by contractors and all new construction or alteration of structures whether done by insured's employees or by contractors.
- (c) Stevedoring, whether performed by insured's employees or by contractors.
- (d) Sawmill Operations. Sawmill operations are defined as the sawing of logs into lumber by the use of circular carriage or band carriage saws, including operations incidental thereto.
- (e) Employer operations, amended due to a government-declared, stay-at-home emergency order, for employees that are limited to duties that constitute those of a clerical office employee, consistent with the provisions of Rule 3:3-26(a), are assigned to code 8810, when the established classification does not include clerical operations. This exclusion shall

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apply during the time of such emergency order and, if appropriate, for such limited time thereafter as is necessary for the employer to return to standard business operations, which in no case shall extend beyond the date established by the Rating Bureau.

26. Standard Exceptions. The following operations or employments referred to as Standard Exceptions are subject to division of payroll in connection with all other classifications regardless of directional phrases beginning with "all employees" or "all operations" except those which specifically provide for the inclusion of the payroll of certain Standard Exceptions. The Standard Exceptions are:

- (a) **Clerical Office Employees** - Code 8810 - not specifically included in descriptions of other classes assigned to the policy, and not included by other special rules, may qualify for inclusion in standard exception Code 8810 provided the definition of clerical office duties and the definition of a clerical office as described below are both met.

- (i) **Clerical Office Duties**

The duties of a clerical office employee include creation or maintenance of financial or other employer records, handling correspondence, computer composition, technical drafting, and telephone duties, including sales by phone. The clerical office classification continues to apply to a qualified clerical office employee who performs a duty outside of a qualified office area when that duty does not involve direct supervision or physical labor and is directly related to that employee's duties in the office. These duties do not exclude the depositing of funds at the bank, purchase of office supplies, and pickup and delivery of mail provided they are incidental and directly related to that employee's duties in the office.

However, for purposes of this rule, the definition of clerical duties excludes outside sales or outside representatives; any work exposed to the operative hazards of the business; and any work, such as a stock or tally clerk, which is necessary, incidental, or related to any operations of the business other than a clerical office.

- (ii) **Clerical Office**

A clerical office is a work area separated and distinguishable from all other work areas and hazards of the employer by floors, walls, partitions, counters or other physical barriers.

A clerical office excludes work or service areas, areas where inventory is located, products are displayed for sale, or to which the purchaser customarily brings the product from another area for payment.

- ★ (a.1) **Clerical Telecommuter Employees**—Code 8871 – applicable when clerical operations are not included in other classes assigned to the policy and not included by other special rules, may qualify for inclusion in standard exception code 8871; provided 50% or more of the duties are performed in a residence clerical work area, the operation is not based at the residence, and the definitions of clerical office duties and the definition of clerical office as described above are both met.

- (b) **Drafting Employees** defined as those employees whose duties are limited to office work only and who are engaged strictly as drafting employees in such a manner that they are not exposed to the operative hazard of the business.

If any drafting employee is exposed to any operative hazard of the business, his entire payroll shall be assigned to the highest rated classification of work to which he is exposed.

- (c) **Salespersons—Outside** are defined as those employees engaged principally in any such duties away from the premises of the employer. It does not apply to any such employee whose duties include the delivery of any merchandise handled, treated or sold. Such employees whose duties include delivery even though they may also collect or solicit, shall be rated:

- (i) as Drivers, if they use motor vehicles or bicycles.
 - (ii) under the governing classification if they use public means of transportation or walk.

The statement of payroll shall include the entire payroll of all outside salespersons, including those whose duties take them outside the State of New Jersey.

- (d) **Drivers or Chauffeurs and their Helpers** defined as those employees who perform their principal duties with motor vehicles in either capacity, and also includes incidental garage employees or employees using bicycles in the service of the employer.

27. Classification Headings. The language of any group heading preceding two or more indented classifications shall be shown in the policy as part of each such classification.

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28. Classification Notes. Notes appearing in connection with classifications in this Manual are a part of the classification phraseology. Those which defined the scope or availability of the classifications need not be shown in the policy.

29. Classification Phraseologies Defined. The following paragraphs define certain words, phrases or abbreviations used in the classification phraseologies.

- (a) **"NOC"** This expression is an abbreviation of the words "not otherwise classified." No classification so qualified shall be applied in any case where any other manual classification more accurately describes the enterprise or where the language of any manual classification so qualified prescribes other treatment.
- (b) **"NPD"** This expression is an abbreviation of the words "no payroll division." A classification so restricted may be used for division of payroll only in accordance with the following provisions:
 - (i) A classification which carries an **NPD restriction applying only to specific classifications** shall not be used for division of payroll in connection with any of the classifications specified in the restriction unless the operation described by the restricted classification constitutes a separate and distinct enterprise having no connection with the operations covered by any of the classifications specified in the restriction.
 - (ii) A classification which carries an **unqualified NPD restriction** shall not be used for division of payroll in connection with any manual classification (other than the Standard Exceptions or General Exclusions) unless the operation described by the restricted classification constitutes a separate and distinct enterprise having no connection with the operations covered by any other classification applicable to the risk.
 - (iii) **Application to Mercantile, Mining, Construction and Erection Operations.** Rules (i) and (ii) above, in the case of classifications applicable to mercantile or mining operations, apply only to the operations comprising each separate location and, as to construction or erection operations, apply only to the operations comprising each separate job or location.
- (c) **"NO" or "NOT."** A classification which carries a restrictive phrase beginning with "no" or "not," shall not be applied to any risk which conducts any operation described in such restrictive phrase. This restriction, in the case of classifications applicable to mercantile or mining operations, applies only to the operations comprising each separate location and to construction or erection operations applies only to the operations comprising each separate job or location.
- (d) **"INCLUDING."** If a classification carries a descriptive phrase "including" or "&" certain operations or employees, division of payroll shall not be made for such operations or employees even though they are specifically described by some other classification of this Manual or are at a separate location.
- (e) **"TO BE SEPARATELY RATED."** If a classification carries a directional phrase requiring that specified operations or employees are "to be separately rated" or the equivalent phrase, all payroll for such operations or employees shall be separately classified and rated in accordance with the provisions of 3:3-19 of this Manual.
- (f) **"OR."** The word "or" when used in the classification phraseology shall be understood to have the same meaning as though expressed "and/or."
- (g) **"ALL."** If a classification carries a descriptive phrase beginning with "all" as in the expression "all employees," "all other employees," "all operations," "all work to completion," division of payroll shall not be made for any employee or operation (other than the General Exclusions, 3:3-25 or Standard Exceptions, 3:3-26 of this Manual), without regard to the location of such operations, except for an operation not incidental to and not usually associated with the enterprise described by such a classification.
- (h) **"CLERICAL."** The word "clerical" when used in a classification phraseology shall mean "Clerical Office Employees" or "Drafting Employees" as defined in 3:3-26 (a) and (b) of this Manual.
- (i) **"SALESPERSONS."** The word "salespersons" when used in a classification phraseology shall mean "Salespersons—Outside" as defined in 3:3-26 (c) of this Manual.
- (j) **"DRIVERS."** The word "drivers" when used in a classification phraseology shall mean "Drivers, Chauffeurs and their Helpers" as defined in 3:3-26 (d) of this Manual.

Basis of Premium

30. Payroll. Payroll is the basis of premium. Except as otherwise provided in this Manual, payroll is the entire remuneration as defined herein, whether paid in money or a substitute for money, for services rendered by an employee and shall include:

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- (a) Commissions including draws against commissions.
- (b) Bonuses including stock bonus plans.
- (c) Payments to employees made on any basis other than time actually worked, including but not limited to piecework, incentive plans or profit sharing arrangements.
- (d) Wages for holidays, vacation or sickness periods.
- (e) Board and lodging in accordance with 3:3-31 of this Manual.
- (f) Gratuities in accordance with 3:3-32 of this Manual.
- (g) Extra wages for all overtime work in accordance with 3:3-33 of this Manual.
- (h) Payments or allowances to employees for hand or power tools furnished by employees.
- (i) Payments by the employer of contributions required by law to statutory insurance or statutory pension plans, such as the Federal Social Security Act, which otherwise would be paid by the employee.
- (j) Annuity Plans
- (k) Payments for salary reduction, retirement or cafeteria Plans (IRC 125) which are made through deductions from the employee's gross pay.

31. Board and Lodging. Board and lodging when furnished by the employer as part of the wages shall be included as remuneration (except in connection with classifications which specifically provide that board and lodging shall not be included) and valued at \$25 per week, unless the money value of such advantages shall have been otherwise fixed by the parties at the time of hiring.

For Board alone—\$15 per week for each employee

For Lodging alone—\$10 per week for each employee

The above value of board shall be prorated when board is furnished for less than five days per week. (No additional charge shall be made when board is furnished for more than five days per week.)

32. Gratuities. Gratuities received regularly in the course of employment from others than the employer shall be included as remuneration except in connection with classifications which specifically provide that gratuities shall not be included. The actual amount of such gratuities shall be used where the employer has kept a regular daily or weekly record of the amount of gratuities so received. If no such record has been kept, then the amount shall be fixed at \$10 per week (\$2 per day) for each employee receiving gratuities.

33. Treatment of Overtime Remuneration. If the employer's books and records are maintained so as to show separately, by employee and in summary by class of work,

- (a) the extra remuneration earned for overtime in excess of the remuneration which would have been earned for such overtime had the regular rate of pay applied,
or
- (b) the total remuneration for overtime for those hours worked at increased rates of pay, the remuneration upon which the premium for the policy is based shall exclude, respectively,
 - (i) all of the remuneration in (a) above,
or
 - (ii) one-third of the remuneration shown in (b) or, where double time is paid for overtime and the remuneration therefore is shown separately, one-half of the remuneration at double time.
- (c) For the purpose of this rule "Overtime" shall mean those hours worked for which there is an increase in the rate of pay,
 - (i) for work in any day or in any week in excess of the number of hours normally worked but in any event for hours worked in excess of eight hours in any day or forty hours in any week,
or
 - (ii) for work performed on Saturdays, Sundays, or holidays.

Provided, however, that in the case of guaranteed wage agreements under which the employee receives a guaranteed wage for actually working any number of hours up to a specified number of hours per week, "Overtime" shall include only those hours worked in excess of such specified number.

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34. Substitutes for Money. Whenever employees are recompensed in whole or in part by the value of rent or housing, or by store certificates, merchandise, credits, or any other substitute for money, such form of payment shall be considered as remuneration and the equivalent money value thereof included.

35. Remuneration Excluded. The entire remuneration shall be used as the basis of premium, except as provided below:

- (a) Remuneration, other than as provided in 3:3-30 (i) of this Manual, shall not include payments made by the employer (1) to a group insurance or pension plan or (2) to an employee directly in lieu of (1) foregoing because of the provisions of N.J.S.A. 34:11-56 et seq., Section 276A of Title 40 of the United States Code (Davis-Bacon Act), and amendments thereto.
- (b) Remuneration shall not include special reward for individual invention or discovery.
- (c) Dismissal or severance payments except for time worked or accrued vacation.
- (d) Payments made under a formal and established sickness or personal employee benefit program for unused time paid at retirement or termination of employment.
- (e) Payroll payments, consistent with a standard rate of pay, made to employees during a government-declared, stay-at-home emergency order when the employee is not rendering services during such emergency. These payments are assigned to code 0012, which shall apply during the time of such emergency order and, if appropriate, for such limited time thereafter as is necessary for the employer to return to standard business operations, which in no case shall extend beyond the date established by the Rating Bureau.

36. Estimated Payrolls. For each classification there shall be inserted in the policy an adequate estimate of payroll for the policy period, as hereinbefore defined. Estimated payroll shall approximate the actual expenditures as shown by previous records or by inspection.

37. Estimated Payrolls by a New Carrier. When a risk passes from one carrier to another the estimated payroll used by the new carrier shall in no case be less than the payroll shown on the expiring policy unless the carrier of the expiring policy shall concur upon such lesser estimate. The requirements of any carrier as to estimated payroll shall be subject to the approval of the Rating Bureau.

38. Division of Single Employee's Payroll. The payroll of any one employee shall not be divided between two or more classifications. The entire payroll of each employee shall be assigned to the highest rated classification representing any part of his work. This rule shall not apply in the case of construction, erection, stevedoring work or the operation of aircraft where the rules of this Manual permit division of payroll provided the original records of the employer disclose the proper allocation of the individual employee's time.

39. Executive Officers Defined. Executive Officers are defined as the active, regularly constituted officers of a corporation or unincorporated association and shall include those commonly known and styled as President, Vice President, Secretary or Treasurer.

In order to be considered a "regularly constituted" officer, all three of the following criteria must be met:

- (a) Those persons must be duly named in the Corporate or Business Charter as filed with the Secretary of State of the State of incorporation or the Governing body for the trade name filings;
- (b) Those persons must be duly elected or appointed as evidenced and verified in accordance with the By-Laws and shown in the minutes of the Board meeting; and
- (c) Those persons must have decision making authority in the day-to-day operations of the employer via regular and annual meetings of the officers and/ or Board of Directors.

Regularly constituted officers are "active" only if at least one of the following conditions are met:

- (a) They have regular duties; or
- (b) They receive remuneration for services rendered.

40. Executive Officers' Payroll. In every instance the payroll of all active executive officers shall be included in the statement of payroll and a premium charge thereon subject to a maximum average individual payroll of two thousand six hundred forty dollars (\$2,640) per week and a minimum average of six hundred sixty dollars (\$660) per week.

41. Adjustment of Executive Officer's Maximum and Minimum Payroll. Subject in each and every case to submission to and approval of the Rating Bureau upon the basis of a complete statement of facts, the maximum average

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and minimum average payroll required by this rule shall be subject to pro rata adjustment where the executive does not devote his entire business time to the risk subject to audit.

42. Appointed or Elected Public Officers. If the insured is the State, a county, a municipality or any board or commission, or any other governing body, including boards of education and governing bodies of service districts, the payroll of all insured appointed or elected officers shall be included in the statement of payroll and a premium charged thereon, subject to the following:

- (a) For a member of a board of education, the minimum payroll shall be six thousand eight hundred sixty dollars (\$6,860) per year.
- (b) For any other insured appointed or elected officer, the minimum individual payroll shall be one thousand three hundred seventy dollars (\$1,370) per year.
- (c) If a single individual holds more than one elective or appointive office, the minimum payroll specified above shall apply in connection with each such office.

43. Individual Employers and Partnerships. The New Jersey Workers' Compensation Law permits election, by which an individual proprietor or all partners of any partnership including all partners of a limited liability partnership and all members of a limited liability company may be considered employees for the purpose of receipt of benefits and payment of premiums. All partners or all members must agree to the election. This election does not affect the insurance obligations for employees other than the sole proprietor, partners or members.

The election must be made at the time the policy is purchased or renewed and must be effective at the inception date of the policy. The election cannot be rescinded during the policy period.

Insurers must provide the Notice of Election, Form PP- 1B, included in 3:2 of this Manual with each application for new and renewal coverage for entities not operated as corporations. Where election has been made, the policy shall include the New Jersey Sole Proprietors and Partners Coverage Endorsement, WC 29 03 07.

Where coverage has been elected, the remuneration of the individual proprietor or all partners or all members who provide service for financial consideration shall be included in the payroll upon which the policy premium is determined. For purposes of premium determination, such individuals, partners and members shall be treated in the same manner as corporate officers as provided in 3:3-39 through 41 of this Manual.

Where coverage has not been elected, the remuneration of the individual proprietor, partners or members shall not be included in the payroll upon which the policy premium is determined.

44. Reserved for Future Use

45. Subcontractors Employees. The Employers' Liability Insurance Law, N.J.S.A. 34:15-79, provides that if the employer is a contractor he shall be responsible for compensation to the employees of subcontractors. The proper rates based on the operations in which the contractor is engaged shall be applied to the entire payroll of employees of all subcontractors except for any such subcontractors who have furnished satisfactory evidence of such insurance.

If the contractor cannot furnish a true statement of the payroll of the employees of any subcontractor, the entire contract price of such subcontracted work shall be considered as the payroll of employees of that subcontractor.

For all piece work the entire amount paid under the contract for such piece work shall be included as payroll.

Information as to coverage for subcontractors will be furnished to the carrier of the general contractor upon written request to the Rating Bureau.

46. Hired Vehicles. If vehicles, including drivers, chauffeurs and helpers are employed under contract and if the owner of such vehicles has not insured its compensation obligation and furnished evidence of such insurance, the actual payroll of the drivers, chauffeurs and helpers shall be included in the payroll of the insured employer at the proper rate for the operations in which the insured employer is engaged. If such payroll cannot be obtained, one-third (1/3) of the total amount paid for the hire of such vehicles under contract shall be considered as the payroll of the drivers, chauffeurs and helpers. If the proprietor or partners who own the vehicles are also drivers, one-third (1/3) of the contract amount for the vehicles operated by such proprietor or partners shall be included in the payroll of the insured employer. Such amounts shall exclude fuel surcharge costs provided the employer's books and records are maintained to show such costs separately and in summary.

47. Travel Time. Payments made by an employer to an employee to reimburse him for time spent in traveling to or from work, or to or from a specific job, shall be considered as payroll in accordance with the provisions set forth in 3:3-30 of this Manual, and such payroll shall be assigned to the manual classification which applies to the work normally performed by such employee.

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47.1 Travel Expense Reimbursements and Allowances. Reimbursed expenses or flat expense allowances paid to employees shall not be considered as payroll, provided such expenses or allowances:

- a) were incurred upon the business of the employer, and
- b) are shown separately in the records of the employer for each employee, and
- c) approximate the actual expenses incurred by each employee.

The addition of this rule confirms the treatment afforded itemized reimbursed expenses and establishes the procedure applicable to flat expense allowances.

Rates

48. Rates—Definition. Except as otherwise provided in this Manual, a rate is the unit of premium for every \$100 of payroll and shall be expressed rounded to two decimal places. Rates shall not be subject to modification because of the application of the Experience Rating Plan.

49. Rates—Limitation. The rates set forth in this Manual are for insurance under Article 2 of the New Jersey Workers' Compensation Law. No rates have been included in this Manual for insurance under Article 1 of the Compensation Law.

50. Rates—Where Found. The manual rate for each classification will be found opposite the identifying code number of the classification in the table in 2:1 of this Manual.

51. Rates for Vessels Classifications are set forth in 3:6 of this Manual, entitled "Maritime or Federal Employments."

52. Rates for Federal Employers' Liability Act. The rates for classifications on the rate pages do not contemplate coverage for insurance against employers' liability under the Federal Employers' Liability Act or voluntary compensation insurance for any operations subject to that Act. Rates for such insurance are set forth in 3:6 of this Manual, entitled "Maritime or Federal Employments."

53. Classifications Which Carry the Symbol "A" or "N." Every risk described by a classification which carries either the symbol "A" or "N" on the rate pages shall be submitted by the Home Office to the Rating Bureau for specific rating.

54. Rates to be Shown in the Policy. For each classification there shall be inserted in the policy the manual rates for the appropriate classification as established by the Rating Bureau.

55. Catastrophe Provisions. The terrorism rate shown in 2:1-3(A) of this Manual is applicable to all new and renewal policies. Refer to 3:9 of this Manual for complete terms and conditions relating to this catastrophe provision. The catastrophe (other than certified acts of terrorism) rate shown in 2:1-3(B) of this Manual is applicable to all new and renewal policies. Refer to 3:9 of this Manual for complete terms and conditions relating to this catastrophe provision.

Experience Rating

56. Applying Experience Modification to the Policy. Where a risk is subject to experience rating, the experience modification shall be shown in the policy and applied to premiums in accordance with the rules of this Manual. The experience modification shall appear in the policy exactly as promulgated by the Rating Bureau (as a decimal to three places).

In applying the New Jersey experience modification, the following items shall be set forth in the order stipulated:

- First, The individual premium items subject to the experience modification.
- Second, The total premium subject to the experience modification.
- Third, The applicable experience modification and the premium adjusted by the application of the experience modification, (modified premium).
- Fourth, Premium credit for application of NJCCPAP.
- Fifth, Premium credit for application of managed care.
- Sixth, The premium for any per capita rated classifications which may be applicable.
- Seventh, Schedule Rating Plan premium credit or debit.

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Eighth,	The total estimated standard premium.
Ninth,	Premium Discount, if applicable.
Tenth,	Any charges for the application of the Plan Premium Adjustment Program.
Eleventh,	Premium reduction for deductible coverage.
Twelfth,	The expense constant charge.
Thirteenth,	Terrorism Premium Charge.
Fourteenth,	Catastrophe (Other than Certified Acts of Terrorism) Premium Charge.
Fifteenth,	Total estimated premium.
Sixteenth,	Other applicable surcharges.
Seventeenth,	The minimum premium and the total estimated annual cost.

Expense Constant

57. Expense Constant—Applicable to Every Policy. Every policy written or issued to afford exclusive coverage under the New Jersey Workers' Compensation Law shall separately exhibit in the premium column the appropriate New Jersey expense constant charge.

If New Jersey is included on an interstate policy the New Jersey expense shall be charged and reported provided New Jersey represents the state with the highest expense constant charge.

The expense constant code number is required in statistical reporting but may be omitted from the policy Information Page. The expense constant shall not be subject to experience rating or premium discount.

58. Expense Constants—Where Found. The expense constant, together with the statistical code number, is forth in 2:1-5 of this Manual.

59. Expense Constant—Retention. The expense constant shall be charged, collected and retained in every instance in addition to the premium as otherwise determined under the rules, classifications and rates of this Manual. If the total amount so obtained is less than the minimum premium for the policy, the minimum premium shall prevail.

Exception: The expense constant shall be:

- (a) Subject to adjustment in accordance with 3:3-80 through 82 of this Manual.
- (b) Prorated where a short-term policy is issued to replace a binder.
- (c) Prorated where a short-term policy is issued solely to change the policy expiration date of the insured.
- (d) Waived on an interstate policy where a state other than New Jersey represents the state with the highest expense constant charge.

60. Reserved for Future Use.

Surcharges

60A. Surcharges Policies effective January 1, 1989 and thereafter written or issued to afford coverage under the New Jersey Workers' Compensation Law shall separately exhibit in the premium column the appropriate New Jersey second Injury Fund (0935 and Uninsured Employers Fund (0936) Surcharges. Each surcharge shall be identified by the applicable statistical code number shown above. The surcharge percentage rate is also required to be shown and such rate shall be applied to the estimated modified premium as described in 3:3-56 to determine the estimated surcharge amount. The surcharge amount is subject to change on audit. The policyholder surcharge percentages will be found in 2:1-7 of the Manual.

The surcharges are not applicable to premiums resulting from the use of (1) codes followed by the letter "F", (2) the Non "F" factor or (3) the Maritime or FELA codes in 3:6 of the Manual.

Pursuant to the New Jersey Workers' Compensation Law, specifically N.J.S.A. 34:15-94 "No insurer or its agent shall be entitled to any portion of any surcharge imposed pursuant to this section as a fee or commission for its collection nor shall that surcharge be subject to any taxes, licenses or fees."

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Minimum Premiums

61. Minimum Premium—Definition. A minimum premium is the lowest amount for which a policy may be written, issued or carried for any period not exceeding one year, excluding any applicable surcharges as defined in 3:3-60A. The minimum premium shall not be subject to change on audit. The expense constant has been included in every instance in the established minimum premiums.

The minimum premium shall not be subject to experience rating.

62. Minimum Premium—Where Found. The minimum premium, unless otherwise provided, will be found opposite the code number for each classification on the rate pages in 2:1 of this Manual.

63. Minimum Premium—Two or More Classifications. If a policy includes two or more classifications, the minimum premium for the policy shall be the minimum premium for the classification with the highest estimated premium.

64. Final Premium. If the final premium, computed in accordance with the rules of this Manual, excluding any applicable surcharges as defined in 3:3-60A, is less than the minimum premium specified in the policy, such minimum premium in addition to the surcharges shall prevail.

Exception: The minimum premium shall be:

- a) Subject to adjustment in accordance with the rules governing "Cancellations," 3:3-80 through 83 of this Manual.
- b) Prorated where a short-term policy is issued to replace a binder.
- c) Prorated where a short-term policy is issued to change the policy expiration date of the insured.
- d) Subject to adjustment in accordance with the rules governing the "Audit Noncompliance Charge in 3:3-85 of this Manual.

65. Minimum Premium—Short-Term. If a policy is issued for a period of less than one year, the minimum premium shall be prorated. In no event, however, shall this rule operate to diminish the minimum premium for the policy below the expense constant charge.

66. Minimum Premium—Interstate Policies. If a policy covers two or more states, an individual state minimum premium shall first be determined in accordance with the minimum premium rules for each state, and the minimum premium to be charged for the policy shall then be the highest of the several state minimum premiums.

When New Jersey coverage is endorsed on an interstate policy during the term of that policy, the minimum premium shall be prorated.

Deposit Premiums

67. Minimum Premiums for Vessels Classifications and Federal Employers' Liability Act Classifications are set forth in 3:6 of this Manual entitled "Maritime or Federal Employments."

68. Deposit Premiums—General Rule. Every policy shall provide for an estimated annual premium, a deposit premium, or both, as required by Rule 69 immediately below.

69. Deposit Premium—Annual Premium Adjustment. On policies which provide for adjustment of premium only at termination of the policy, the total estimated premium for the policy period is the deposit premium.

70. Retention of Deposit Premium. The deposit premium shall be retained by the company until expiration of the policy and credited to the final premium adjustment.

71. Deposit Premium. On policies that provide for adjustment of premium on a monthly, quarterly, semi-annual, annual or other basis - except for risks written through the New Jersey Workers Compensation Insurance Plan - the deposit shall be determined by the insurer.

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Limits of Liability

72. Standard Limits of Liability. Except as may otherwise be provided, all premium rates include complete insurance for workers compensation without limit as to amount.

With respect to employers liability, except as may otherwise be provided, all premium rates contemplate a limit for bodily injury a.) by accident to one or more employees in any one accident or b.) by disease—each employee of \$100,000. The total liability of all damages arising out of bodily injury by disease regardless of the number of employees is \$500,000. No policy shall be written with limits less than these standard limits.

73. Charges for Higher Limits of Liability. The charge for limits higher than standard limits, shall be determined by applying the appropriate factor to the total premium for the policy before application of (a) expense constant, (b) experience modification, (c) premium discount, (d) retrospective rating, (e) premium for Terrorism, (f) premium for Catastrophe (Other than Certified Acts of Terrorism or (g) Schedule Rating Plan Adjustment. If the amount so determined is less than the appropriate minimum charge, the minimum charge shall prevail. The charge so determined shall be subject to the applicable experience modification, if any. The charge shall be added to the minimum premium as defined in 3:3-61.

The premium charge on the Information Page and Statistical Report prepared for New Jersey is to be applied to statistical code 6199 — Additional Premium for Increased Limits under Part Two Coverage — Other than Admiralty/FELA. If applicable, the additional premium to equal the New Jersey minimum charge is to be applied to statistical code 9848 — Additional premium to equal increased limits Part Two minimum charge — Other than Admiralty/FELA.

Interstate Policies. If a policy covers two or more states, an individual state minimum charge shall first be determined in accordance with the rules for each state. The policy minimum charge shall be the highest state minimum charge. Any additional premium required to meet the policy's minimum charge is to be applied to the state with the highest minimum charge.

The premium factors, charges and minimum charges are set forth in 2:2 of this Manual.

Premium Discount

74. Application of Discount. Premium discount applies to every risk which qualifies in accordance with these rules, except to premium in respect to which Retrospective Rating applies in accordance with 3:12 of this Manual, and to premium from policies written through the New Jersey Workers Compensation Insurance Plan in 3:14 of this Manual.

75. Standard Premium. is the premium determined for each policy on the basis of authorized rates, applicable experience rating modification, minimum premium, NJCCPAP credit, credit for the application of managed care and premium adjustment for the Schedule Rating Plan. Standard premium does not include the following items which are to be considered in calculating the total cost of the coverage:

- a) Expense Constant
- b) Premium Discount
- c) Retrospective Rating
- d) Plan Premium Adjustment Program Surcharge
- e) Second Injury Fund Surcharge
- f) Uninsured Employer's Fund Surcharge
- g) Deductible Program Credit
- h) Terrorism Premium Charge
- i) Catastrophe (Other than Certified Acts of Terrorism) Premium Charge
- j) Audit Noncompliance Charge

76. Discount Schedules. Two Discount Schedules are available and each company member shall file its election of one of those schedules with the Rating Bureau. The election shall remain in effect for at least one year. The election of each member company (Schedule X or Y) is shown on the Membership List in 1:4-1 of this Manual.

The Discount Schedules and the Table of Discounts will be found in 2:3 of this Manual. Either may be used in writing policies or adjusting premium. Appropriate discount shall be reflected in writing policies and adjusting premium.

77. Combination of Policies.

- (a) Separate policies issued to cover a risk by a single carrier or by two or more carriers under the same management shall be combined for the application of premium discount. If such separate policies are written with varying expiration

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dates, combination for discount shall be made as required by (i), (ii), and (iii) below, unless the insured instructs the carrier to the contrary:

- (i) The Rating Bureau shall determine the effective date for the application of the Discount Plan.
 - (ii) All policies effective prior to the effective date determined in (i) above shall be cancelled and rewritten as of the established effective date.
 - (iii) All policies effective subsequent to the effective date determined in (i) above shall be written to expire on the same date as the other policies in the combination.
- (b) **Wrap-Up Construction Project.** Separate policies issued by a single carrier to cover two or more entities engaged in a single construction, erection or demolition project, where such policies limit the coverage to employments at and from such project, shall be combined for premium discount subject to the following conditions:
- i. Such entities shall be limited to (1) the owner or principal and general contractor, and (2) subcontractors performing work on such project under contracts let on an ex-insurance basis. If the contract between the owner or principal and such general contractor is not on an ex-insurance basis, the owner or principal shall not be an eligible entity under this rule.
 - ii. The estimated total standard premium with respect to project work to be done by the entities involved is \$1,000,000 or more.
 - iii. The project is confined to operations at a single location. In connection with the building of roadways, tunnels, waterways or surface or underground conduits, the entire job or sections of the job shall be considered a single location if the construction work is performed by a single general contractor for a single owner or principal.
 - iv. The project is of definite duration involving work to be performed continuously to completion.
 - v. All such policies shall contain a common expiration date.
 - vi. The carrier shall notify the Rating Bureau in letter form of all the particulars including, but not limited to, the project site, the names of the owner or principal and general contractor, the basis upon which the combined total standard premium is estimated at \$1,000,000 or more and the anticipated completion date of the project. Further, for each qualifying subcontractor the carrier shall notify the Rating Bureau, in letter form accompanying the filing of coverage required by 3:3-6 of this Manual, of the participation of such subcontractor in the project.

78. Determination of Premium Discount. If a policy (or group of policies combined in accordance with Paragraph 77 immediately above) develops a Standard Premium in excess of \$10,000, the premium in excess of \$10,000 shall be subject to premium discount in accordance with the following procedure:

- (a) If none of the Standard Premium is subject to retrospective rating, the discount shall be determined by applying to the Standard Premium the appropriate discount schedule or the percentage corresponding thereto shown in the appropriate Table of Discounts.
- (b) So much of the Standard Premium as is subject to retrospective rating shall not be subject to discount. The remainder is subject to discount and the discount shall be calculated as follows:
 - i. Determine the discount which would be obtained if none of the Standard Premium were subject to retrospective rating.
 - ii. Determine the discount which would be obtained if only the premium subject to retrospective rating were included in the computations.
 - iii. The difference between (i) and (ii) shall be the applicable premium discount.

79. Treatment of Catastrophe Element. For risks with exposure under classifications for which the manual rate contains, or the rating basis requires, a catastrophe element and where retrospective rating applies to the premium developed by the remainder of the rate, the premium discount applicable to the catastrophe portion of the premium shall be determined in accordance with 3:3-78 (b) of this Manual.

Cancellations

80. Cancellation by the Insured. If the policy is cancelled by the insured, other than as provided in the exception below, adjustment of premium shall be made as follows:

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- (a) Determine the payroll expended during the period the policy was in force.
- (b) Extend the payroll in (a) pro rata by the application of a factor determined by dividing the number of days for which the policy was written by the number of days the policy was in force.
- (c) Determine the extended premium by applying manual rates to the payrolls in (b) divided by 100 and applying any applicable experience modification.
- (d) Calculate the extended number of days from which to determine the short rate percentage by dividing the number of days the policy was in force by the number of days for which the policy was written and multiplying the result by 365 days.
- (e) The short rate premium is calculated by applying the short rate percentage corresponding to the extended number of days in (d) to the premium in (c). The short rate percentages are set forth in the table in 2:4 of this Manual.
- (f) The final premium is determined by adding the expense constant to the short rate premium in (e). If the final premium so computed is less than the specified minimum premium, the minimum premium shall be charged.

80.1 Exceptions:

- (a) If the policy is cancelled by the insured because of retirement from the business covered by the policy or because the work insured has been completed, adjustment of premium shall be made by applying manual rates to the audited payrolls, applying any applicable experience modification, and adding thereto the expense constant. If the final premium so computed is less than the pro rata portion of the specified minimum premium, the pro rata portion of the minimum premium shall be charged. In no event, however, shall this provision operate to diminish the minimum premium for the policy below the expense constant charge.
- (b) **New Jersey Workers Compensation Insurance Plan:** In the event that a policy issued by an insurance company is cancelled because Workers Compensation and Employers Liability Insurance is to be provided by it or another insurance company as regular business, such cancellation shall be pro rata and the responsibility of the designated insurance company shall automatically terminate as of the effective date of the voluntary insurance.
- (c) If the policy is cancelled by the insured because of a downgrading of the financial strength rating of the insurer, earned premium shall, upon agreement between the insured and the insurer, be calculated in accordance with 3:3-81 of this Manual, provided that an endorsement, consistent with this Manual, has been filed with the Rating Bureau.

81. Cancellation by the Insurance Company. If the policy is cancelled by the insuring company, adjustment of premium shall be made by applying manual rates to the audited payrolls, applying any applicable experience modification, and adding thereto the pro rata portion of the expense constant. If the final premium so computed is less than the pro rata portion of the specified minimum premium, the pro rata portion of the minimum premium shall be charged.

82. Private Residence Policies. Policies covering private residences shall be cancelled in accordance with the provisions of 3:5-13 and 14 of this Manual.

83. Retrospective Rated Policies shall be cancelled in accordance with provisions of 3:12 of this Manual.

84. Audit of Payroll. The carrier shall make a physical audit of the employer's records to determine the premium in accordance with the following:

- (a) Each policy producing an estimated premium of less than \$5,000 shall be audited the first year it is written by a carrier, and at least once every three years thereafter. In each year the policy is not audited, a signed payroll statement shall be obtained from the employer subject to rule 86 below.
- (b) Each policy producing an estimated premium of \$5,000 or more.
- (c) If indemnity losses have been reported under the policy, it is expected that an audit shall be made.
- (d) If requested by the insured or the Rating Bureau.
- (e) If a physical audit is impracticable, it may be waived and a signed payroll statement from the employer may be accepted subject to rule 86 below.

As provided in Part Five—Premium, G. Audit of the policy, in every instance involving a physical audit the payroll auditor shall make up the audit report directly from the books of accounts and original payroll records of the employer. In every instance the audit report shall show the source from which the payrolls were obtained.

85. Failure to Comply with Audit of Payroll. Part Five-Premium, Section G of the policy requires that employers allow

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carriers to examine and audit all records related to the policy. If, after two attempts by the carrier, an employer does not allow the carrier to fully examine and completely audit its records, an Audit Noncompliance Charge may apply as set forth in this section. At each attempt, the carrier shall notify the employer regarding the specific, required records and the amount of the Audit Noncompliance Charge to be applied if the employer continues to refuse to comply with the audit. The carrier shall fully document its file regarding the attempts to obtain the required audit information. These rules apply to mail, email, telephone, computer and physical audits.

Application of the Audit Noncompliance Charge for policies written in the voluntary market shall be at the discretion of the carrier. In order to impose the Audit Noncompliance Charge, the carrier shall include, at the inception of the policy, the Audit Noncompliance Charge Endorsement (WC 00 04 24) and shall include New Jersey in the Schedule. The Audit Noncompliance Charge shall, at the discretion of the carrier, be up to two times the total estimated premium. If the policy includes coverage for states other than New Jersey, the Audit Noncompliance Charge shall be determined based solely on the New Jersey exposure.

All policies written through the New Jersey Workers Compensation Insurance Plan shall include, at the inception of the policy, the Audit Noncompliance Charge Endorsement (WC 00 04 24) and shall include New Jersey in the Schedule. The Audit Noncompliance Charge shall be two times the total estimated premium. Application of the Audit Noncompliance Charge shall be at the discretion of the carrier. If an employer insured through the New Jersey Workers Compensation Insurance Plan does not permit a full and complete audit, or does not provide the required records, regardless of whether the Audit Noncompliance Charge has been paid, the employer shall be deemed noncompliant with the audit and shall be ineligible for coverage through the Plan until such time as a full and complete audit has been performed or the required records have been provided.

The Audit Noncompliance Charge shall not be included as part of standard premium, and it not subject to experience rating or other premium adjustments.

Statistical data, including applicable corrections, shall be filed in accordance with 3:13 of this Manual for each policy applying the Audit Noncompliance Charge. If the employer permits a full and complete audit, or provides the required records, the carrier shall determine the final policy premium based on the results of the audit, and shall, if the employer paid the Audit Noncompliance Charge, either refund the Audit Noncompliance Charge to the employer or apply the Audit Noncompliance Charge to any outstanding balance on the policy. In addition, the carrier shall remove any Audit Noncompliance Charge previously reported in accordance with the Statistical Plan.

86. Policyholder Report. Each carrier may use its own voluntary audit request form. The carrier, either by separate letter or in a prominent place on its audit form, shall inform the employer that the audit form must be accompanied by a WR-30 "Employer Report of Wages Paid" corresponding to the policy period.

87. Dividends. Every workers compensation insurer operating on a mutual, participating or reciprocal basis shall include the New Jersey Participating Provisions Endorsement WC 29 06 03 on every policy written. It shall be permissible to include the verbiage in the Endorsement as condition F of Section Six in the policy contract thus, eliminating the need for the Endorsement.

Where the By-Laws or Charter of the insurer permits the issuance of both participating and non-participating policies, the insurer shall elect one of the methods. The election shall remain in effect for a period of at least one year.

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PART 3
SECTION 4. RESERVED FOR FUTURE USE

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PART THREE

SECTION 5. PRIVATE RESIDENCES, ESTATES AND FARMS

1. Application of the Manual. The General Rules of this Manual shall apply, except as may otherwise be provided or supplemented in this Section.

2. Private Residences—Definition. Private Residences as used in this Manual shall mean an establishment consisting of:

A tenement, flat or apartment definitely described as a part of any building if occupied exclusively as a residence by not more than one family.

A building designed for and occupied exclusively as a residence by not more than two families, together with the land upon which it is situated, including barns, stables, garages and customary outbuildings used for household purposes and provided that no farming or dairying operations are carried on for commercial purposes. If, however, such an establishment comprises a tract of land exceeding five acres and more than five full-time servants are employed (whether inside or outside), it shall be treated as a "private estate."

The private residence of a physician, surgeon or dentist in which office quarters are maintained for professional purposes (no other portion of the residence except such office being so used) shall qualify as a private residence under these rules.

3. Private Estates—Definition. Private Estates as used in this Manual shall mean a private residence as defined above which occupies a tract of land exceeding five acres and in connection with which more than five full-time servants are employed.

4. Farm—Definition. Farm as used in this Manual shall mean any tract of land, with or without a private residence, operated in whole or in part for commercial agriculture, horticulture, dairying or viticulture.

5. Inservants—Definition. Inservants shall mean all employees, by whatever name they may be designated, engaged in household or domestic service whose principal duties are performed inside the residence. The term includes but is not limited to such employees as cooks, laundresses, maids, butlers, seamstresses, nurses, companions, governesses and housekeepers.

6. Outservants—Definition. Outservants shall mean all employees engaged exclusively in household or domestic service whose duties are performed principally outside the residence. The term includes but is not limited to private chauffeurs (not chauffeurs of public or commercial motor vehicles); employees engaged in cultivating flowers, vegetables or other agricultural products for noncommercial purposes or employees engaged in the care of lawns, shrubs or grounds surrounding the residences and maintained exclusively for appearance.

7. Occasional Servants. The term occasional servants as used in this Manual shall mean all outservants or inservants whose employment is not continuous but whose duties are a regular and continuing part of the customary household or domestic duties. This definition applies only where a fair estimate of the time during which an occasional servant is employed is less than 40 hours per week. Under all other circumstances such a servant shall be classified as a full-time servant and rated accordingly. The term "Occasional Servants" includes such employees as a laundress for certain days in the week or a choreperson who takes care of the furnace, removes ashes, shovels snow in season or does other work of this character using as much time at frequent intervals as the requirements of the work make necessary.

8. Policy Forms. Coverage for residence employees shall be provided with a standard provisions homeowners policy or other policy, however designated, containing the standard provisions of the Comprehensive Personal Liability Policy with respect to the insured premises of the insured. Where necessary such coverage may be written upon the Standard Provisions Workers Compensation and Employers Liability Policy.

9. Husband and Wife as Insured. A policy may be issued to cover both husband and wife as insured without additional charge.

10. Scope of Classifications. The classifications covering Private Residences, Estates and Farms include all operations involving the use and occupancy and maintenance of the premises.

11. Farms—Classifications & Rates. The phraseologies for the various Agricultural and Horticultural classifications are set forth in 4:1 of this Manual. The rates for these classifications are set forth in 2:1-2 of this Manual.

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★ **12. Special Classifications and Charges.**

	Class Code	Rate or Annual Charge	Minimum Premium* (includes expense)
Occasional Servants	0910	\$1 per policy	\$161
Servants—full time	0913	\$60 per person	\$220
*For Workers Compensation and Employers Liability Insurance Policies only			

The annual policy charge of \$1 shall be applicable with Homeowners policies or other policies providing Comprehensive Personal Liability Insurance.

When coverage for residence employees is to be written upon a Workers Compensation and Employers Liability Insurance Policy, the above charges shall be applicable in addition to the annual expense constant.

Servants need not be named. If during the period additional full-time servants are employed or previously employed full-time servants released and not replaced, a statement shall be made to the company and pro rata premium adjustment made for such full-time servants.

13. Cancellation by the Insured—Private Residence Policies. Adjustment of premium shall be made by applying the appropriate short-rate percentage corresponding to the time the policy was in force to the per capita premium charge, and adding thereto the entire expense constant. If, however, the final premium so computed is less than the specified minimum premium, the minimum premium shall be charged.

14. Cancellation by the Insurance Company—Private Residence Policies. Adjustment of premium shall be based on the actual exposure for the period the policy was in force, and added thereto, the pro rata portion of the expense constant. If, however, the final premium so computed is less than the pro rata portion of the specified minimum premium, the pro rata portion of the minimum premium shall be charged.

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PART THREE

SECTION 6. MARITIME OR FEDERAL EMPLOYMENTS

1. Application of the Manual. The General Rules of this Manual shall apply, except as may otherwise be provided or supplemented in this Section.

United States Longshore and Harbor Workers' Compensation Act

2. Policy Forms. To provide insurance for liability under the United States Longshore and Harbor Workers' Compensation Act, the Standard Provisions Workers Compensation and Employers Liability Policy shall be used with the United States Longshore and Harbor Workers' Compensation Act Endorsement attached.

3. Rates. The rates on the New Jersey Rate Pages for those classifications whose code numbers on the rate pages are followed by the letter "F" include coverage under the United States Longshore and Harbor Workers' Compensation Act. Subject to the approval of the Rating Bureau, the rates for such classifications may be adjusted to provide for coverage under the New Jersey Workers' Compensation Law exclusively in accordance with the rates and rating values set forth in 2:1-4(b) of this Manual.

The rates and minimum premiums for classifications whose code numbers are not followed by the letter "F" provide coverage under the New Jersey Workers' Compensation Law and such rates and minimum premiums shall be adjusted for operations within the jurisdiction of the United States Longshore and Harbor Workers' Compensation Act in accordance with the provisions of 2:1-4(a) of this Manual.

Admiralty or Federal Employers' Liability Act

4. Policy Forms—Admiralty. To provide under a policy, which also affords coverage under the New Jersey Workers' Compensation Law, the insurance for employers liability under Admiralty jurisdiction, the Standard Provisions Workers Compensation and Employers Liability Policy shall be used with one or both of the following endorsements:

Maritime Coverage Endorsement (WC 00 02 01 B)

Voluntary Compensation Maritime Coverage Endorsement (WC 00 02 03)

The Maritime Coverage Endorsement specifically excludes coverage for bodily injury covered by a Protection and Indemnity Policy or similar policy. The exclusion applies even if the other policy does not apply because of another insurance clause, deductible limitation clause or any similar clause.

The purchaser of Admiralty Coverage should select coverage either under a Standard Workers Compensation Policy or a Protection and Indemnity Policy.

5. Policy Forms—Federal Employers' Liability Act. To provide under a policy, which also affords coverage under the New Jersey Workers' Compensation Law, the insurance for employers liability under the Federal Employers' Liability Act, the Standard Provisions Workers Compensation and Employers Liability Policy shall be used with one or both of the following endorsements:

Federal Employers' Liability Act Coverage Endorsement (WC 00 01 04 A)

New Jersey Voluntary Compensation Federal Employers' Liability Act Coverage Endorsement (WC 29 01 01)

6. Forms of Coverage. Two alternative forms of coverage are available as follows:

(a) **Coverage I.** A Standard Provisions Workers Compensation and Employers Liability Policy shall be used with limitation of the liability for damages to specified amounts. This form of policy provides coverage for the following obligations:

Such legal liability as may exist to pay Workers Compensation.

Liability to pay damages under the various laws of negligence restricted by limits as specified in the policy, excluding any liability imposed upon the insured arising from any obligation to provide transportation, wages, maintenance and cure.

(b) **Coverage II.** A Standard Provisions Workers Compensation and Employers Liability Policy shall be used with provision for "Voluntary Compensation" under a single designated workers compensation law and with

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limitation of the liability for damages under the various laws of negligence restricted as specified in the policy, including any liability imposed upon the insured arising from any obligation to provide transportation, wages, maintenance and cure.

This form of policy provides coverage which goes beyond Coverage I in that it obligates the company to offer a settlement based strictly upon the statutory benefit provisions of the designated workers compensation law to the same extent as if claims were subject to adjustment under such workers compensation law rather than negligence liability.

In addition to the designation of a single workers compensation law in the "Voluntary Compensation" endorsement as the basis upon which voluntary compensation settlement shall be offered, it is permissible to extend the policy to cover such legal liability as may exist under the same or any other workers compensation law or laws.

7. Classifications and Rates. Premium charges shall be determined in accordance with the following table of Admiralty or Federal Employers Liability classifications and rates. The payroll of all employees engaged in stevedoring operations who are not members of the crew of the vessel shall be assigned to the appropriate stevedoring classification.

8. Table of Rates.

CLASSIFICATION	Coverage I			Coverage II		
	Code	Rate	Excess Element	Code	Rate	Excess Element
ADMIRALTY						
Diving—marine	7394	4.39	3.63	7395	4.88	4.04
Dredging—excavation by means of suction dredges only—including loading or unloading.....	7334	9.36	7.75	7335	10.40	8.61
Dredging N.O.C.....	7334	9.36	7.75	7335	10.40	8.61
Vessels:						
Barges, Scows, Canal Boats or Lighters— —not self-propelled	7046	4.21	3.49	7098	4.68	3.88
A non-self-propelled barge, scow, canal boat or lighter having a regular master and a regular crew under his command, who are furnished living quarters aboard the same vessel, shall be assigned to 7038 "Sailing Vessels N.O.C.".						
Self-propelled barges, scows, canal boats or lighters shall be assigned to 7019 "Steamers—all kinds."						
Sailing Vessels N.O.C.....	7038	6.29	5.21	7089	6.98	5.78
Boat Livery—power, sail or rowboats used for fishing or pleasure purposes, limited to boats under 15 tons—including laying up of boats and putting into commission.....	7038	6.29	5.21	7089	6.98	5.78
Vessels of 15 tons or over shall be assigned to 7019 "Steamers—all kinds" or 7038 "Sailing Vessels N.O.C.".						
Ferries—including dock employees	7019	4.15	3.44	7027	4.61	3.82
Fishing Vessels—seagoing—motor boats or tugs—including net fishing or lobster hauling	7019	4.15	3.44	7027	4.61	3.82
Fishing Vessels—pound fishing—including work on floats or shore or packing, curing or shipping fish or repairing nets or boats.....	7019	4.15	3.44	7027	4.61	3.82
Fishing Vessels—not seagoing— motor boats or tugs—including net fishing or lobster hauling	7019	4.15	3.44	7027	4.61	3.82
Fishing Vessels—Party or Charter Boats.....	7019	4.15	3.44	7027	4.61	3.82
Oystermen—Planting; Harvesting; or Operations of Boats.....	7019	4.15	3.44	7027	4.61	3.82
Steamers—all kinds	7019	4.15	3.44	7027	4.61	3.82
Supply Boats—Supplying Water or Gasoline for Shipping	7019	4.15	3.44	7027	4.61	3.82
Tugboats—all kinds	7019	4.15	3.44	7027	4.61	3.82
Yachts—Private—Sail or Power.....	7038	6.29	5.21	7089	6.98	5.78
Wrecking—Marine—including Salvage Operations.....	7394	4.39	3.63	7395	4.88	4.04

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FEDERAL EMPLOYERS LIABILITY ACT

Railroads—Operation—including Drivers, Chauffeurs and their Helpers.....	7151	4.39	3.63	7152	4.88	4.04

This classification contemplates the normal operations of railroads including normal maintenance and repair. All extraordinary repair work including such work as rebuilding of bridges, grade crossing elimination, laying or relaying of track and all new construction operations shall be classified as Codes 6702 or 6703.

Railroads—Clerical Office Employees N.O.C.	8814	0.27	0.19	8815	0.30	0.21
Railroad—Salespersons, Collectors or Messengers—Outside	8737	0.63	0.43	8738	0.70	0.48
Railroad Construction—including Clerical Office Employees; Salespersons; Drivers, Chauffeurs and their Helpers	6702	A		6703	A	

9. Expense Constant. The expense constant for the classifications in the above table shall be that stipulated in 2:1-5 (b) of this Manual. The expense constant shall apply in addition to the minimum charge shown in Paragraph 14, below.

10. Minimum Charges. The separate minimum charges shown in the Admiralty and Federal Liability Limit Table in 3:6-14 below apply to a policy which includes classifications for operations subject to Admiralty Law or the FELA. The minimum charge is the lowest premium for insuring Admiralty or FELA operations and it shall apply to the Admiralty/FELA classifications. Such minimum charge shall apply in addition to any applicable policy minimum premium or premiums for other classifications on the policy. In the event there are no other classifications in the policy, the policy minimum premium shall not be less than the sum of the minimum charge and the expense constant. The minimum charge and minimum premium shall not be subject to experience rating.

11. Transportation, Wages, Maintenance and Cure. If a policy issued to afford Coverage I is endorsed to include the liability imposed upon the insured arising from any obligation to provide transportation, wages, maintenance and cure, the rates in the above table shall be increased by \$.03.

12. Standard Limits of Liability. The rates in the table above provide for a standard limit of \$100,000 for all damages because of bodily injury by accident, including death at any time resulting therefrom, sustained by one or more employees in any one accident. The rates also provide for a standard limit of \$100,000 for all damages because of bodily injury by disease, including death at any time resulting therefrom, sustained by employees in operations in New Jersey or in operations necessary or incidental thereto. No policy shall be written with limits less than the standard limits.

13. Charges for Higher Limits of Liability. The charge for higher limits for Coverage I or Coverage II shall be determined by applying the percentage indicated in the following Limit Table to the manual premium for the classifications involved. The charge is subject to experience rating.

Charges for limits other than shown above shall be obtained by the Home Office from the Rating Bureau.

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14. Admiralty and Federal Liability Limit Table. Limits apply by bodily injury by accident/accident and bodily injury by disease/aggregate.

Limit Per Accident	<u>FACTOR</u>		<u>MINIMUM PREMIUM</u>	
	Program I	Program II	Program I	Program II
\$ 100,000	1.00	1.00	\$ 0	\$ 0
200,000	1.31	1.26	75	100
300,000	1.47	1.41	75	100
400,000	1.56	1.50	75	100
500,000	1.60	1.54	75	100
1,000,000	1.77	1.70	120	150
2,000,000	1.96	1.88	140	175
3,000,000	2.05	1.97	160	200
4,000,000	2.10	2.02	180	225
5,000,000	2.13	2.04	200	250
6,000,000	2.15	2.06	210	260
7,000,000	2.17	2.08	220	270
8,000,000	2.18	2.09	230	280
9,000,000	2.19	2.10	240	290
10,000,000	2.20	2.11	250	300

15. Coverage on Waters Not Under Admiralty Jurisdiction. To provide coverage for vessels, dredging or marine wrecking operations on waters not under admiralty jurisdiction, the Standard Provisions Workers Compensation and Employers Liability Policy (without any of the special maritime endorsements) shall be used. The rates applied shall be the Coverage II rates appropriate to the operations. The minimum premium charge for such coverage shall be \$50.

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PART THREE
SECTION 7. GROUP WORKERS COMPENSATION

1. Where Permitted. A carrier may issue a group master workers compensation and employers liability insurance policy insuring two or more School Boards of Education or a series of individual participant policies equivalent thereto in accordance with Chapter 108 P.L. 1983 (nee A-1372) effective July 1, 1983.

2. Policy Writing. A group master policy shall identify the group and each participant. A separate Information Page exhibiting an appropriate unique policy number suffix or similar differentiation shall be used to identify each individual participant. Where a series of individual participant policies is used each policy shall identify the participant and group. In either event a separate Information Page shall be used for each participant citing the effective and expiration dates of participation. The expiration date shall be the same for each participant in the group. Each Information Page shall exhibit the classification, rates, estimated payrolls and premiums together with the experience modification applicable to the premium of the individual participant.

3. Policy Filing. The carrier shall separately transmit to the Rating Bureau all individual participant Information Pages as stipulated in 3:7-2. Such transmittal shall be accompanied by an appropriate covering letter stipulating that group insurance coverage is being provided as permitted under Chapter 108 P.L. 1983 (nee A-1372).

4. Notification. The carrier shall notify the Rating Bureau within 60 days after the effective date of the group coverage. The notification shall include the names of each participant and the method of policy numbering. Subsequent to the effective date of the group coverage the carrier shall promptly notify the Rating Bureau concerning any member who discontinues participation in the group together with the effective date of discontinuance. The carrier shall also promptly notify the Rating Bureau concerning any new participant in the group together with the effective date of participation.

5. Experience Rating. Experience rating shall be applied separately to each participant in accordance with the provisions of 3:11 of this Manual.

6. Premium Discount, Retrospective Rating or Large Risk—Large Deductible Program. Each individual participant policy Information Page shall include the appropriate New Jersey Premium Discount Endorsement, New Jersey Retrospective Premium Endorsement or Large Risk - Large Deductible Program Endorsement whichever is applicable. If retrospective rating or the Large Risk - Large Deductible Program is applicable a single filing of the Notice of Election of Retrospective Rating (3:12 of the Manual) or the New Jersey Large Risk-Large Deductible Notice of Election (3:10A of this Manual) is required. The selected pricing program shall be applied on the basis of the total group experience.

7. Statistical Data. Statistical data shall be filed individually for each participant in accordance with 3:13 of this Manual. Each filing of experience shall contain the identification number assigned on the individual participant Information Page.

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PART THREE

SECTION 8. CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM

1. Explanation. The New Jersey Construction Average Credit From Classification Premium Adjustment Program (NJCCPAP) provides for an annual credit to premium for a policy Hourly Wage Manual Premium which contains one or more of the following construction classifications:

1605	5059	5200	5443	5480	6003	6252	9529
3365	5069	5213	5445	5491	6005	6306	
3719	5099	5215	5458	5500	6039	6319	
3724	5103	5222	5459	5538	6042	6325	
3726	5146	5223	5462	5551	6204	6400	
5000	5160	5348	5466	5606	6217	7536	
5022	5183	5402	5473	5610	6229	7538	
5038	5184	5403	5474	5645	6233	7601	
5040	5188	5409	5475	5701	6235	7855	
5057	5190	5437	5479	5703	6251	8227	

2. Credit Determination.

- The insured shall submit the required payroll and hours worked to the Compensation Rating and Inspection Bureau for calculation of any applicable credit via the online application at ccpap.njcib.com. The general instructions are included in 3:8-8 of this Manual.
- The basis for determining the credit is the total payroll (excluding overtime premium pay) and hours worked for each construction classification. The payroll and time worked information is that which is included in form WR-30 and reported to the Department of Labor and Workforce Development, Division of Employment Security Revenue, for any of the latest four complete quarters immediately preceding the due date of the application. In every instance, the selected payroll quarter shall be consistent with the information included in the WR-30.
- A credit percentage may be determined for each construction classification by dividing the payroll, excluding overtime premium pay, by the number of hours worked to arrive at the average hourly wage for the classification.
- In the absence of specific records for salaried employees, it will be assumed each such individual worked forty (40) hours per week.
- The average hourly wage required for NJCCPAP eligibility is \$24.00 for rating renewals prior to July 1, 2020 and \$28.00 for rating renewals on or after July 1, 2020. The credit percentages for average hourly wages for construction classifications are listed in the Table below:

Average Hourly Wage Credit From Manual Premium
(for rating renewals *prior to July 1, 2020*)

Under 24.00	0%	31.50-32.24	15%
24.00-24.74	5%	32.25-32.99	16%
24.75-25.49	6%	33.00-33.74	17%
25.50-26.24	7%	33.75-34.49	18%
26.25-26.99	8%	34.50-35.24	19%
27.00-27.74	9%	35.25-35.99	20%
27.75-28.49	10%	36.00-36.74	21%
28.50-29.24	11%	36.75-37.49	22%
29.25-29.99	12%	37.50-38.24	23%
30.00-30.74	13%	38.25-38.99	24%
30.75-31.49	14%	39.00 & Over	25%

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Average Hourly Wage Credit From Manual Premium
(for rating renewals *on or after to July 1, 2020*)

Under 28.00	0%	35.50-36.24	15%
28.00-28.74	5%	36.25-36.99	16%
28.75-29.49	6%	37.00-37.74	17%
29.50-30.24	7%	37.75-38.49	18%
30.25-30.99	8%	38.50-39.24	19%
31.00-31.74	9%	39.25-39.99	20%
31.75-32.49	10%	40.00-40.74	21%
32.50-33.24	11%	40.75-41.49	22%
33.25-33.99	12%	41.50-42.24	23%
34.00-34.74	13%	42.25-42.99	24%
34.75-35.49	14%	43.00 & Over	25%

The average hourly wages in the above Table will be reviewed annually and adjusted (if necessary) based on the change in the state average weekly wage of workers covered under the New Jersey Unemployment Compensation Law. The state average weekly wage is promulgated by the Commissioner of Labor and Workforce Development on or before September 1 in each year based on the average weekly wages as of the preceding calendar year.

- f) The total construction classification credit amount in dollars must be calculated and then divided by the total premium at manual rates, including construction and non-construction classifications. The manual rates are those which were in effect at the beginning of the payroll quarter being used. The result will be the policy credit percentage.

When calculating the policy credit percentage, the percentage shall be rounded to the nearest whole number with 0.5 being rounded upward.

- g) The credit shall be calculated based on the rating effective date, as determined in 3:11-24A and 3:11-25 of this Manual. Unless otherwise indicated in this section, the policy credit percentage will be applied in the same manner and under the same procedures that govern the application of the experience modification.

3. Experience Modification. The policy must be experience rated at the time of application to be eligible for this program.

4. Audit.

- a) Upon audit, the carrier shall use the calculated policy credit percentage in the determination of the insured's final earned premium.
- b) The carrier shall, upon audit, verify the information that was submitted by the insured and used in the calculation of the credit. If the carrier discovers an error in the original request for policy credit, the revised information must be resubmitted to the Compensation Rating and Inspection Bureau for recalculation of the policy credit.
- c) If the insured does not furnish records to verify the payrolls and hours worked originally submitted and used in the calculation of the credit, no credit shall be applied to the policy.

5. Information Page. The premium credit amount, resulting from the policy credit percentage authorized by the Compensation Rating and Inspection Bureau, shall appear in Item 4 of the Policy Information Page under statistical code 9046.

The policy credit percentage shall be applied to the premium produced by the experience modification and prior to any premium discount.

6. Form of Endorsement. If the credit is not available at the time of policy issuance, the carrier shall use endorsement WC 29 04 10 New Jersey Construction Classification Premium Adjustment Program Endorsement.

If the policy credit percentage is available at the time of policy issuance, it shall be used in the calculation of the insured's estimated policy premium.

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- ★ **7. Notification to Insured.** A Policyholder Notice (PHN-NJ) shall be attached to policies containing any of the applicable construction classification codes.

The application must be completed online 60 days prior to the rating effective date

The insurance carrier and the employer will be advised of any applicable premium credit.

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★ 8. NEW JERSEY CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM APPLICATION INSTRUCTIONS

GENERAL INSTRUCTIONS

This application must contain all of the requested information, it must be signed and it must contain data on ALL of your operations, both contracting and non-contracting. Wages for ALL employees regardless of hourly wage must be included. The application of any Credit Factor is subject to audit. Therefore, please retain your payroll records to support the information provided in the Application.

To apply visit <https://ccpap.njcrib.com>. The application must be received 60 days prior to the Rating Effective Date. If the completed Application is not received within the timeframe specified, your policy premium calculation will not reflect any premium credit.

SPECIFIC INSTRUCTIONS

DATA PERIOD—Must be one of the latest four complete calendar quarters preceding the due date of the application.

NEW JERSEY WAGES. Provide the total gross New Jersey wages paid under each classification code number for the quarter selected. Gross wages are the total amounts paid to your employees during the quarter including wages paid to personnel no longer employed. It includes salaries, wages, commissions and bonuses. It excludes overtime premium wages. Overtime premium wage is the wage paid above the straight time hourly pay. For example, if an employee worked 40 hours @ \$6 an hour and 2 hours @ \$9 an hour, the employee should be included on the application for 42 hours @ \$6 per hours (\$252). The additional \$3 paid for the 2 hours of overtime is excluded provided your payroll records are properly maintained.

The wage and name of each executive officer is to be separately shown under the appropriate classification code number. The actual wage is limited by the minimum/maximum wage requirement depending on selected quarter/year.

Do not include payrolls for subcontractors and independent contractors.

All amounts should be rounded to the nearest dollar.

NEW JERSEY HOURS WORKED. Provide the total number of hours worked for each classification code number for the selected quarter. In the absence of specific records, salaried employees should be assumed to each work forty (40) hours per week. Hours worked for each executive officer are always considered as 520 per quarter.

Note. The wages and hours worked must be consistent (except premium overtime pay) with that included in Form WR-30 and reported to the New Jersey Department of Labor and Workforce Development, Division of Employment Security Revenue.

TIME SCHEDULE

FOR RATING RENEWALS DURING THE MONTH OF

YOU MAY SELECT ANY COMPLETE PAYROLL QUARTER BETWEEN

January	x	October x-2 thru September	x-1
February	x	October x-2 thru September	x-1
March	x	January x-1 thru December	x-1
April	x	January x-1 thru December	x-1
May	x	January x-1 thru December	x-1
June	x	April x-1 thru March	x
July	x	April x-1 thru March	x
August	x	April x-1 thru March	x
September	x	July x-1 thru June	x
October	x	July x-1 thru June	x
November	x	July x-1 thru June	x
December	x	October x-1 thru September	x

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PART THREE

SECTION 9. CATASTROPHE PROVISIONS

Terrorism

- ★ **1. Introduction.** The Terrorism Risk Insurance Act of 2002 (Act) took effect on November 26, 2002 and introduced a three-year program providing a Federal backstop for defined acts of foreign terrorism and imposed certain obligations on insurers. It also provided for the imposition of a premium charge for coverage relating to terrorism. The Terrorism Risk Insurance Act of 2002, originally scheduled to expire on December 31, 2005, was extended when Congress passed the Terrorism Risk Insurance Extension Act of 2005 (TRIEA). TRIEA provided an additional two-year extension of the Act. Prior to the expiration of TRIEA on December 31, 2007, the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA) was enacted by Congress to extend the Act to December 31, 2014. The Terrorism Risk Insurance Program Reauthorization Act of 2015 was enacted by Congress to extend the Act to December 31, 2020. The Terrorism Risk Insurance Program Reauthorization Act of 2019 was enacted by Congress to extend the Act to December 31, 2027.

The rates set forth in 2:1-2, 2:1-4 and 3:6-8 of this Manual do not include any provision for losses from acts of terrorism. A premium charge for terrorism is applicable to every policy written subject to the rules in 3:9-1 through 3:9-7 of this Manual.

2. Terrorism Rate/Premium Charge. Every policy written is subject to the rate set forth in 2:1-3(A) of this Manual except for policies that include a Retrospective Rating Large Risk Alternative Rating Option or a Large Risk-Large Deductible Program as described in 3:10A and 3:12 in this Manual. The rate is the unit of premium for every \$100 of payroll. The rate is applicable to the total policy payroll as determined in 3:3-30 of this Manual. For policies that include a Retrospective Rating Large Risk Alternative Rating Option or a Large Risk-Large Deductible Program the terrorism premium charge is determined on the basis of negotiation between insured and insurer.

3. Information Page. The terrorism premium charge must be separately exhibited in Item 4 of the Policy Information Page under statistical code 9740. If the premium charge is not negotiated, the rate used to determine the premium charge is required to be shown. In instances where the premium charge is negotiated, no rate shall be shown.

- ★ **4. Form of Endorsement.** The Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement, WC 00 04 22 C, must form part of every policy and be shown by reference in Item 3D of the Policy Information Page.

5. Exclusions. The terrorism premium charge is to be shown after the standard premium, and is not subject to any modifications including experience rating, retrospective rating, premium discount, large risk - large deductible credits or any other policy credits or charges. The charges for residence employees in 3:5-12 are not subject to additional premium for terrorism.

6. Audit. The terrorism premium charge is subject to change on audit except for policies that include a Retrospective Rating Large Risk Alternative Rating Option or a Large Risk-Large Deductible Program where the premium was negotiated at policy inception. If a policy is written or an audit produces no payroll during the policy period, there is no terrorism premium charge. The premium, if any, shall be added to the minimum premium as defined in 3:3-61 of this Manual.

7. Rate Deviation. The terrorism rate set forth in 2:1-3(A) of this Manual is applicable to every policy written, subject to the exclusions in 3:9-2 and 3:9-5 of this Manual. Insurers may opt to deviate from the terrorism rate in 2:1-3(A) by notifying the Rating Bureau of their intentions at least thirty (30) days prior to use. Notification is on a file and use basis. Insurers may file for an upward terrorism rate deviation to a maximum rate of \$0.06 for each one hundred dollars of policy payroll. Insurers that opt to deviate must apply the deviated terrorism rate uniformly to all policies except for policies written in accordance with the New Jersey Workers Compensation Insurance Plan. Policies written through the New Jersey Workers Compensation Insurance Plan are not subject to deviation.

Catastrophe (Other Than Certified Acts of Terrorism)

8. Introduction. The rates set forth in 2:1-2, 2:1-4 and 3:6-8 of this Manual do not include any provision for losses resulting from an earthquakes, non-certified act of terrorism (an event that is not certified as an act of terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002) or catastrophic industrial accidents where

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the aggregate workers compensation losses from a single event exceed \$50 million. A premium charge for catastrophe (other than certified act of terrorism) is applicable to every policy written subject to the rules in 3:9-8 through 3:9-13 of this Manual.

9. Catastrophe (Other than Certified Acts of Terrorism) Rate/Premium Charge. Every policy written is subject to the rate set forth in 2:1-3(B) of this Manual except for policies that include a Retrospective Rating Large Risk Alternative Rating Option or a Large Risk- Large Deductible Program as described in 3:10A and 3:12 in this Manual. The rate is the unit of premium for every \$100 of payroll. The rate is applicable to the total policy payroll as determined in 3:3-30 of this Manual. For policies that include a Retrospective Rating Large Risk Alternative Rating Option or a Large Risk-Large Deductible Program the catastrophe (other than certified acts of terrorism) premium charge is determined on the basis of negotiation between insured and insurer.

10. Information Page. The catastrophe (other than certified acts of terrorism) premium charge must be separately exhibited in Item 4 of the Policy Information Page under statistical code 9741. If the premium charge is not negotiated, the rate used to determine the premium charge is required to be shown. In instances where the premium charge is negotiated, no rate shall be shown.

★ **11. Form of Endorsement.** The Catastrophe (Other than Certified Acts of Terrorism) Premium Endorsement, WC 00 04 21 E, must form part of the policy and must be shown by reference in Item 3D of the Policy Information Page.

12. Exclusions. The catastrophe (other than certified acts of terrorism) premium charge is to be shown after the standard premium, and is not subject to any modifications including experience rating, retrospective rating, premium discount, large risk - large deductible credits or any other policy credits or charges. The charges for residence employees in 3:5-12 are not subject to additional premium for catastrophe (other than certified acts of terrorism).

13. Audit. The catastrophe (other than certified acts of terrorism) premium charge is subject to change on audit except for policies that include a Retrospective Rating Large Risk Alternative Rating Option or a Large Risk-Large Deductible Program where the premium was negotiated at policy inception. If a policy is written or an audit produces no payroll during the policy period, there is no catastrophe (other than certified acts of terrorism) premium charge. The premium, if any, shall be added to the minimum premium as defined in 3:3-61 of this Manual.

Effective April 1, 2018

PART THREE

SECTION 10. EMPLOYEE LEASING

1. Definition. Employee leasing means an arrangement, under contract or otherwise, where one business or other entity leases any or all of its workers from another business. Employee leasing arrangements include, but are not limited to, full service employee leasing arrangements, long-term temporary arrangements, and any other arrangement which involves the allocation of employment responsibilities among two or more entities. The business granting the lease is the labor contractor or lessor. The labor contractor may also be referred to as a Professional Employer Organization (PEO), Alternative Services Organization (ASO) or, Employer Outsourcing Service, or others. The user is the client or lessee.

A leased worker is a person performing services for a client under an employee leasing arrangement.

For the purpose of this rule, employee leasing does not include arrangements to provide temporary help service where an organization hires its own employees and assigns them to another business for a finite period to support the work force of the business in special work situations, such as employee absences, temporary skill shortages and seasonal workloads.

2. Policy Writing.

- a) Labor Contractor/Client Policy.** Each insurance company affording coverage for leased workers must issue a separate policy identifying each client of the labor contractor. If the policy was purchased by the labor contractor, Item 1 of the Information Page must include the name of the labor contractor and the client as the insured and shall identify the client as follows:

ABC Leasing Company L/C/F XYZ Machine Shop;

Where L/C/F refers to "Labor Contractor For."

If the policy was purchased by the client, Item 1 of the Information Page must include the name of the client and the labor contractor as the insured and shall identify the labor contractor as follows:

XYZ Machine Shop L/C/O ABC Leasing Company;

Where L/C/O refers to Leasing Client Of."

Each policy shall expire on the same date. Such policy shall not include coverage for non-leased workers of the client or direct employees of the labor contractor. Each policy shall, depending on who purchased the policy, include endorsement WC 29 03 03, New Jersey Employee Leasing Labor Contractor Endorsement or WC 29 03 11, New Jersey Employee Leasing Client Endorsement.

Each policy will be sent to the Labor Contractor or Client, depending on who purchased the policy.

- b) Separate Policy for Client.** It shall be the obligation of the client to provide coverage for any non-leased workers and/or to provide contingency coverage for leased workers. Such policy shall include endorsement WC 29 03 04 A "New Jersey Employee Leasing Client Exclusion Endorsement."
- c) Separate Policy For Labor Contractor.** A separate policy shall be issued in the name of the labor contractor to provide coverage for direct employees of such labor contractor. The policy shall include endorsement WC 29 03 05 A "New Jersey Employee Leasing Labor Contractor Exclusion Endorsement."

3. Policy Filing. The insurance company shall submit to the Rating Bureau separate information pages for the policies which provide coverage in accordance with paragraph 2a of this Section or, in the alternative, magnetic or electronic filings as provided for in 3:3-6 of the Manual.

3A. New Jersey Taxpayer Identification Number. Policies written in accordance with Rule 2.a) and b) of this section shall include the New Jersey Taxpayer Identification Number of the client or lessee on the Information Page filing.

4. Experience Rating. Separate experience ratings will be promulgated for each qualifying client and labor contractor.

The experience modification factor, if any, applicable to a client at the time the initial Labor Contractor/Client Policy (2a of this Section) is issued will be applied to such policy in accordance with 3:11-25 of this Manual. The modification will also include experience developed under policies effective prior to January 1, 1993 which provided coverage for leased workers where the Rating Bureau is advised that such experience is available.

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Thereafter, the experience modification for the client will also include experience incurred under policies issued in accordance with paragraphs 2a and 2b of this Section.

The initial separate policy for the Labor Contractor issued in accordance with paragraph 2c of this Section shall include an experience modification based on the experience under any prior separate labor contractor policies and experience from previous Labor Contractor/ Client coverages effective prior to January 1, 1993 when the Rating Bureau is advised that such experience cannot be effectively separated.

Thereafter, the experience modification for the labor contractor will also include experience incurred under policies issued in accordance with paragraph 2c of this Section.

The change of ownership rules in 3:11-20 of this Manual shall be applied to the policies described in paragraph 2a of this Section as though the named insured is only that of the client.

In all other respects the provisions of the Experience Rating Plan, Part 3, Section 11 of this Manual are applicable.

5. Premium Discount. All individual Labor Contractor/ Client policies written in the voluntary market in accordance with paragraph 2a of this Section by the same carrier which reference the same Labor Contractor or the same Client, depending on who purchased the policy, shall, at the discretion of the carrier, either be combined in the calculation of Premium Discount, or the applicable Discount shall be applied in accordance with 3:3-74 thru 79 of the Manual for each individual Labor Contractor/ Client policy.

Policies written through the New Jersey Workers Compensation Insurance Plan are not subject to premium discount.

6. Retrospective Rating. When individual Labor Contractor/Client policies issued in accordance with paragraph 2a of this Section are written in the voluntary market by the same carrier, the carrier and labor contractor, or the carrier and client, may agree to a retrospective rating program in accordance with the provisions of 3:12 of this Manual or any other permitted pricing program. Such program may be based on the combined total standard premium and losses of all such policies which reference the same labor contractor or the same client, depending on who purchased the policy.

7. Endorsements. Attach endorsement WC 29 03 03, "New Jersey Employee Leasing Labor Contractor Endorsement" to each policy issued in accordance with paragraph 2a of this Section, where the policy was purchased by the labor contractor. Attach endorsement WC 29 03 11 "New Jersey Employee Leasing Client Endorsement" to each policy issued in accordance with paragraph 2a of this Section, where the policy was purchased by the client. Attach endorsement WC 29 03 04 A "New Jersey Employee Leasing Client Exclusion Endorsement" to each policy issued in accordance with paragraph 2b of this Section. Attach Endorsement WC 29 03 05 A "New Jersey Employee Leasing Labor Contractor Exclusion Endorsement" to each policy issued in accordance with paragraph 2c of this Section.

8. Cancellation. Where a Labor Contractor/Client policy written in accordance with paragraph 2a of this Section is cancelled, the insurance company shall provide individual notices to the Labor Contractor and the client.

9. Policy Auditing. The insurance company affording coverage in accordance with paragraph 2a of this Section shall perform an audit within 90 days of the policy effective date and may conduct periodic audits thereafter to determine whether all classifications, experience modification and estimated payrolls are appropriate.

10. Statistical Data. Statistical information shall be filed separately for every policy written pursuant to this Section. In each instance the provisions of 3:13 of this Manual apply.

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PART THREE

SECTION 10A. LARGE RISK—LARGE DEDUCTIBLE PROGRAM

1. General. The Large Risk—Large Deductible Program offers an employer many of the advantages of self-funding a workers compensation program without the associated disadvantages of self-administration. In addition, it provides the same guarantees to an injured worker that the traditional insurance program would. Thus the insurer's liability to an injured worker is unaffected by this program. In recognition of the expected reimbursement of losses by the insured, a premium reduction is received. Where further adjustment of this premium is desired, refer to 3:10A-9 of this Manual. The adjustment may result in an increase or decrease in the deductible premium, depending upon the insured's actual losses.

2. Coverage. The coverage is provided by a standard workers compensation and employers liability policy with either the New Jersey Large Risk—Large Deductible Endorsement or the New Jersey Large Risk—Large Deductible Endorsement —Per Person Basis if the per person/per occurrence option is elected. The endorsements require the employer to reimburse the insurer for losses it pays up to the deductible amount. Nothing in the endorsements relieve the insurer of its obligations under the New Jersey Workers' Compensation Law should the insured employer fail to reimburse the insurer. Failure on the part of the employer to reimburse the insurer will permit the insurer to cancel the policy for nonpayment in accordance with the required procedure.

3. Application. The application of a Large Risk—Large Deductible Program is dependent on the mutual agreement between the insurer and the insured. The term of the Program is the same as the period of the policy or policies to which it applies and is effective no more than one year. The deductible applies to indemnity and medical benefits under Part One of the policy, benefits or damages under Part Two, payments under Part Three and also allocated loss adjustment expense, if elected. The deductible applies to each accident for bodily injury by accident and to each employee for bodily injury by disease. The deductible can also apply to each person/ each occurrence if this option is elected. A policy period aggregate limit may be elected by agreement between the insurer and the insured. An occurrence aggregate can also be elected by agreement between the insurer and the insured if the per person/per occurrence option is elected. The policy period aggregate limit may be a percentage of the audited standard premium or per \$100 of audited payroll if the Large Risk—Large Deductible Aggregate Limit Option is elected at policy inception. Each policy to which this operation applies should include the New Jersey Large Risk—Large Deductible Aggregate Limit Endorsement and either the New Jersey Large Risk—Large Deductible Endorsement or the New Jersey Large Risk Large Deductible Endorsement Per Person Basis.

Exception: Wrap—Up Construction Projects. Where separate policies are issued by a single carrier to cover two or more entities engaged in a single construction or demolition project, where such policies limit the coverage to employments at and from such project, the insured shall mean all such entities subject to the Large Risk—Large Deductible Program and the following conditions:

- a) The entities shall be limited to (1) the owner or principal and general contractor, and (2) subcontractors performing work on such project under contracts let on an ex-insurance basis. If the contract between the owner or principal and such general contractor is not an ex-insurance basis, the owner or principal shall not be an eligible entity under this rule.
- b) The estimated total standard premium with respect to project work to be done by the entities involved shall be \$1,000,000 or more.
- c) The project shall be confined to operations at a single New Jersey location. In connection with the building of roadways, tunnels, waterways or surface or underground conduits, the entire job or sections of the jobs shall be considered a single location if the construction work is performed by a single general contractor or a single owner or principal.
- d) The project shall be of definite duration involving work to be performed continuously to completion.
- e) All such policies shall contain a common expiration date and the appropriate New Jersey Large Risk—Large Deductible Endorsement.
- f) Within sixty days after the Large Risk—Large Deductible date, the carrier shall provide this Bureau with the particulars of the project. However, the filing of the New Jersey Large Risk—Large Deductible Program Notice of Election is not necessary for Wrap-Up Construction Projects. To determine all the information required, contact this Bureau.

4. Amounts. The minimum deductible is \$25,000 per accident or per employee.

5. Eligibility. Except as provided in 3 above, a minimum of \$200,000 of New Jersey estimated annual

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standard workers compensation premium is required. If the New Jersey premium is less than \$200,000, the employer will qualify if its countrywide workers compensation premium is at least \$200,000.

The completed Notice of Election must be filed with the Bureau within sixty days after the effective date of the Large Risk — Large Deductible Program unless the exception in 3:10A-3(f) of this Manual applies. A sample of the Notice is included at the end of this section of the Manual. The signature of the insured is optional on the Notice of Election.

6. Security. As security for ultimate claim payments, an irrevocable letter of credit or its equivalent in a form and on a bank acceptable to the insurer is required.

7. Rating Procedure. The deductible premium is determined on the basis of negotiation between insured and insurer.

8. Allocated Loss Adjustment Expense Definition. Paragraph 8 of the New Jersey Large Risk—Large Deductible Endorsement and paragraph 9 of the New Jersey Large Risk—Large Deductible Endorsement Per Person Basis includes reference to allocated loss adjustment expense. The complete definition of this expense appears in 3:13-47(a) of the Statistical Plan in this Manual.

9. Premium Discount/Retrospective Adjustment. Risks subject to this program are not eligible for premium discount but may elect retrospective adjustment of the deductible premium.

Retrospective adjustment of the deductible premium is optional and may be elected by the insured and accepted by the carrier. Each policy to which this adjustment applies shall include either the New Jersey Large Risk—Large Deductible Endorsement or the New Jersey Large Risk—Large Deductible Endorsement, Per Person Basis and the New Jersey Large Risk—Large Deductible Retrospective Adjustment Endorsement. The method to determine the retrospective adjustment of the deductible premium must be agreed to by insured and carrier at the time of election of the program.

The adjustment produces retrospective deductible premium which results directly from the insured's loss experience during the term of the rating period. The loss experience will be valued according to the standard requirements of the Statistical Plan in 3:13 of this Manual. There is no minimum or maximum premium factor applicable to this adjustment. The inclusion of a policy aggregate, however, may limit the amount of reimbursement loss, which in turn would affect the retrospective deductible premium payable by the insured.

The retrospective adjustment of the deductible premium shall be determined by the carrier during the sixth month after the end of the rating period. Adjustments based on subsequent valuations of loss experience at twelve-month intervals will continue to be made by the carrier unless the carrier and the insured agree that the latest adjustment is final. The adjustment accepted as final shall not be reopened or revised for any reason except that listed in 3:12-24 of this Manual.

REPORTING REQUIREMENTS

10. Policy Preparation. The deductible premium credit (standard premium minus deductible premium) for the selected deductible(s) shall be entered in Item 4 of the Information Page immediately below the total estimated standard premium entry.

Each policy to which this coverage applies shall include either the New Jersey Large Risk—Large Deductible Endorsement or the New Jersey Large Risk — Large Deductible Endorsement, Per Person Basis and, where elected, the New Jersey Large Risk—Large Deductible Retrospective Adjustment Endorsement.

11. Unit Statistical Reporting. It is required that gross incurred losses, prior to the application of the deductible, be reported under the Statistical Plan. Total payrolls and audited standard premiums shall also be reported. Total payrolls and losses are to be used in the experience ratings of the employers and in classification experience.

The deductible premium credit or retrospective adjusted deductible premium credit (standard premium minus deductible premium) for the selected deductible(s) shall be reported and, if necessary, revised in subsequent reports under the appropriate statistical code as indicated in 3:13-87 of this Manual.

12. Financial Reporting. Case estimates are required by established procedures. Premiums and losses are to be reported separately on a gross and first dollar basis, respectively. Also to be reported are premiums net of the deductible premium credit and insured losses in excess of the deductible. The detailed requirements are included in the instructions which accompany the call for financial data.

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NEW JERSEY LARGE RISK—LARGE DEDUCTIBLE PROGRAM NOTICE OF ELECTION

Compensation Rating and Inspection Bureau
60 Park Place
Newark, NJ 07102

_____ Date

The undersigned certify that the named insured has elected and the carrier has accepted this New Jersey Large Risk—Large Deductible Program. The name and address of the insured subject to this rating program is as follows. The use of "et al" is not acceptable:

1. _____
(Name and Address)

2. _____
(Policy Number(s)) (Effective From) (To)

3. Total Estimated New Jersey Annual Workers Compensation Standard Premium \$ _____

4. Total Estimated Countrywide Annual Workers Compensation Standard Premium, including the premium in item 3 above
\$ _____

(Where there is NJ Premium only, enter the premium in items 3 and 4.)

5. Deductible Amount \$ _____ each accident. (Dollar Amount)

6. Deductible Amount \$ _____ each person/each occurrence. (Dollar Amount)

7. Occurrence Aggregate \$ _____ (Dollar Amount or "None")

8. Countrywide Aggregate Limit \$ _____ (Dollar Amount or "None")

If limit is subject to audit, calculation will be based on _____ % of Standard Premium _____ per \$100 of Payroll

9. Allocated Loss Adjustment Expenses are _____ ("Included" or "Excluded")

10. The Deductible Premium _____ "Will" or "Will Not" be subject to retrospective adjustment.

11. Total New Jersey Deductible Premium \$ _____ (Dollar Amount)

12. Total Countrywide Deductible Premium \$ _____ (Dollar Amount)

13. The entire New Jersey operations of the insured are included except _____

14. Form of Security _____

Name and Address of Bank _____

15. _____
(Name of Insurance Carrier)

16. Signed _____
(Carrier)

Printed _____
(Carrier) (Title) (Address)

17. Signed _____
(Insured) (Title) (Address)

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PART THREE
SECTION 10B. APPROVED MANAGED CARE PROGRAM

1. Statutory Medical Services. New Jersey workers compensation insurance policies must include total provision for medical services as required by Statute. Any policy which purports to exclude or limit such liability is not in accord with the New Jersey Statute.

2. Where Permitted. A member carrier may apply to the Department of Insurance for approval of its managed care program to provide medical services to injured workers. The program must demonstrate to the Department of Insurance that the managed care program meets the standards as set forth in N.J.A.C. 11:6-2.

Or

A member carrier may contract with a managed care organization that has received approval from the Department of Insurance for providing medical services to injured workers.

3. Premium Reduction. A member carrier utilizing an approved managed care program may offer such program to its insureds. If the insured agrees to the use of the program, the carrier shall provide the insured with a premium reduction in accordance with procedure described in 4. below. The reduction will apply at the time the program is initiated.

The premium reduction may be revoked if the insured fails to abide by its obligations under the managed care program.

4. Notification in Writing. A member carrier utilizing an approved managed care program shall notify the Rating Bureau in writing on the form prescribed for that purpose if it intends to apply a premium reduction. A copy of the form is shown in 9. below. The form and attachments stipulated therein, where applicable, must be completed and signed.

5. Determination of Premium Reduction. In determining the appropriateness of the amount of premium reduction, the carrier shall be guided by the estimated savings provided in the approval process. In no event, however, shall the premium reduction be less than five percent (5%).

The premium reduction percentage shall be applied to the **modified premium as described in 3:3-56** of this Manual.

In the event different managed care programs are applicable to an insured because of geographic or other considerations, the premium reduction shall be based on the distribution of exposures.

The premium reduction shall be identified on the policy by statistical Code 9874 and shown in the Information Page in accordance with 3:3-56 of this Manual.

The premium reduction shall be identified on the statistical report by Code 9874 in accordance with 3:13-26(a) of this Manual.

6. Treatment of Losses. Medical loss amounts shall be included in the experience rating of the employer as stipulated in 3:11-17 of this Manual.

Administrative fees involved in the use of a managed care program shall be regarded as expenses and not included as loss as stated in 3:13-51 of this Manual. Medical capitation fees based on fee for service also shall not be reported as loss as stated in 3:13-51 of this Manual.

7. Endorsement. Each policy to which an approved managed care program and premium reduction are applicable shall contain the New Jersey Approved Managed Care Program Endorsement WC 29 04 09A.

8. New Jersey Workers Compensation Insurance Plan. An Approved Managed Care Program Premium Reduction shall not be offered or available to any risk written through the New Jersey Workers Compensation Insurance Plan.

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9. Form Required.

APPLICATION FOR AN APPROVED MANAGED CARE PROGRAM PREMIUM REDUCTION

The _____ has
Name of Insurer

☐ entered into a written agreement with the _____
Approved Managed Care Organization

to process claims under policies providing New Jersey workers compensation coverage. The managed care organization has been approved by the Commissioner of Banking and Insurance and **a copy of the written agreement with the managed care organization together with the approval document of the managed care organization are enclosed.**

☐ received approval by the Commissioner of Banking and Insurance for its in-house managed care program for processing claims under policies providing New Jersey workers compensation coverage. **Copy of the approval document is enclosed.**

A specimen copy of the written agreement which will be executed by the insured is enclosed. Such agreement contains the stipulation that the use of the managed care program is an exercise of the insured's right of choice of medical provider under the New Jersey Workers' Compensation Law.

Premium reductions will be applied uniformly to each insured at a percentage rate of _____ %.

The effective date of the program is _____

The program will be applicable to individual policies on a:

- ☐ new and renewal basis only
☐ new, renewal and outstanding basis
☐ Other

If "Other" is stipulated, a complete **explanation by separate attachment is required.**

An Approved Managed Care Program Premium Reduction is not applicable to policies written through the New Jersey Workers Compensation Insurance Plan.

A copy of the New Jersey Approved Managed Care Program Endorsement WC 29 04 09A is enclosed.

The program and procedures included in this form and any accompanying attachments have been reviewed by the management of the insurer and have been found to provide fair and equitable treatment to workers compensation insurance policyholders of the insurer.

Signature

Date

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List of Approved New Jersey Workers Compensation Managed Care Organizations (MCOs). Pursuant to N.J.A.C. 11:6-2 effective July 6, 1993 (see 3:3-10B of this Manual)

Name of Company

Home Office

Consolidated Services Group, Inc.

Hamilton, NJ 08619

CompServices, Inc.

Philadelphia, PA 19103

CorVel Corporation

Cherry Hill, NJ 08002

Conventry Health Care Worker's Compensation, Inc.

Bethesda, MD 20817

First Managed Care Option

Parsippany, NJ 07054

GENEX Services, Inc.

Wayne, PA 19087

Health Direct, Inc.

Farmington, CT 06032

Hoover Rehabilitation Services, Inc.

Mechanicsburg, PA 17050

Horizon Casualty Services, Inc.

Newark, NJ 07012

Intracorp

Philadelphia, PA 19192

New Jersey Manufacturers Insurance Company

West Trenton, NJ 08628

Prime Health Services, Inc.

Brentwood, NJ 37027

Procura Management, Inc.

Norristown, PA 19403

Promesa Health Inc.

Omaha, NE 68103

Qual Care, Inc.

Piscataway, NJ 08854

Travelers Indemnity Company of Connecticut

Hartford, CT 06183

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PART THREE

SECTION 10C. SCHEDULE RATING PLAN

1. Introduction. For the purposes of this plan, Schedule Rating means the application of judgment credit and debit factors to the modified premium for the purpose of reflecting individual risk characteristics that are not reflected in its experience. The use of any other approved rating plan shall not duplicate the credits or debits considered in this plan. The schedule rating factors apply only to characteristics that reflect potential hazards. The Schedule Rating Plan is not mandatory.

2. Eligibility. All risks that generate premium in excess of the classification minimum premium are eligible for schedule rating, except for risks written through the New Jersey Workers Compensation Insurance Plan. In no instance can the premium charged to a risk be less than the minimum premium.

3. Application. A schedule rating credit is subject to a maximum total of -25% and a schedule rating debit is subject to a maximum total of +25%. The schedule rating credit or debit factor is applied to the individual risk modified premium to determine the schedule rating premium adjustment. Modified premium is described in 3:3-56 of this Manual. Two or more entities that are combinable for experience rating may be issued on separate policies. In these instances different schedule rating factors may be applied to reflect variances in each entity's operations.

Acceptance of a policy by an insured shall constitute agreement with the amount of schedule rating credit or debit, if applicable, or with the absence of any such credit or debit, if not applicable. No schedule rating credit or debit may be changed midterm without the mutual agreement of the insured risk and the underwriting carrier. Further, no schedule rating credit or debit may be effective prior to the receipt of information about a risk by the underwriting carrier that supports the schedule rating credit or debit in question.

The following risk characteristics are eligible under this plan for assignment of credits or debits subject to the maximum ranges set forth below:

Risk Characteristic	Range of Credits or Debits
Features of workplace maintenance or operation	-25% to +25%
Risk elements not addressed in the classifications assigned	-25% to +25%
Availability of medical facilities in or near workplace	-10% to +10%
Safety equipment/devices present or missing from workplace	-10% to +10%
Extraordinary safety programs applicable to workplace	-10% to +10%
Qualifications of employees	-25% to +25%
Cooperation with carrier by Management	-10% to +10%
Considerations related to policy expenses	-10% to +10%
Other risk characteristics not addressed above	-25% to +25%

EXCEPTION: A schedule rating credit is subject to a maximum total of -35% during a government-declared, stay-at-home emergency order. Additional credit can be assigned during the emergency order for the reduction of risk not otherwise contemplated by Manual rules 3:3-25 and -35. This exception shall only apply to policies in-force at any time during the period of such emergency order and, if appropriate, for such limited time thereafter as is necessary for the employer to return to standard business operations, which in no case shall extend beyond the date established by the Rating Bureau. This exception is also subject to a maximum combined credit of -35% in accordance with 3:10C-7 of this Manual.

4. Documentation. Adjustments for schedule rating for any given risk shall be based on information contained in the files or records of the carrier when the credit or debit is determined. This supporting information must be retained by the carrier throughout the period of time in which the policy is subject to audit under the provisions of the policy. Upon request of either the insured or the Bureau a carrier shall make documentation available that supports the derivation of any schedule rating credit or debit.

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- 5. Information Page.** The amount of any schedule rating premium credit shall be identified on the policy by statistical code 9887 and shown in the Information Page in accordance with 3:3-56 of this Manual. The amount of any schedule rating premium debit shall be identified on the policy by statistical code 9889 and shown in the Information Page in accordance with 3:3-56 of this Manual.
- 6. Audit.** The amount of any schedule rating premium credit or debit is subject to change on audit.
- 7. Approved Managed Care Program.** A risk that agrees to the use of an Approved Managed Care Program is also eligible for the Schedule Rating Plan. In instances where both an Approved Managed Care Program and Schedule Rating are applicable, there is a maximum combined credit of 25% allowable. Credit from the application of both programs totaling greater than 25% is not permissible.
- 8. Statistical Plan Reporting.** The amount of any schedule rating premium credit shall be identified on the statistical report by code 9887 in accordance with 3:13-26(a) of this Manual. The amount of any schedule rating premium debit shall be identified on the statistical report by code 9889 in accordance with 3:13-26(a) of this Manual.
- 9. Financial Reporting.** All reporting requirements for the Annual Calls for Financial Data Experience (Schedule W, Schedule Q) are applicable to business written in accordance with this Plan and must be complied with by all carriers using this Plan.

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PART THREE

SECTION 11. EXPERIENCE RATING PLAN

1. Introduction. Experience Rating provides a method of comparing the injury record of an individual risk with the standard performance of an average risk of the same size and kind and of adjusting the premium for the individual risk upon the basis of that comparison so as to reward or penalize the employer for the relative success of his efforts to control the frequency and severity of work injuries.

Administrative Procedure

2. Ratings are Based on Unit Statistical Filings. The Statistical Plan, 3:13 of this Manual, permits almost automatic determination of risks that qualify for experience rating. It is rarely necessary, therefore, for any company to draw attention to the need for applying the Experience Rating Plan to any particular risk. So far as possible, ratings are calculated and promulgated in the order of their effective dates.

3. Standing Order for Rating Data. The carrier(s) filing record of coverage with the Bureau can obtain rating data in PDF format ("eRatings") through www.njcrib.com or in electronic format through a secure file transfer protocol (SFTP). The rating data will be furnished in accordance with 1:7 of this Manual.

4. Rating Data Upon Authorization. Rating data will be furnished to anyone interested upon authorization of the employer. Authorization should be in the form of a letter on the letterhead of the employer over the signature of a responsible employee, copartner or officer and should indicate the data desired and the person to whom it should be sent. An authorization may include any and all previous ratings currently available and may also include the next renewal rating. Authorization beyond the next renewal, however, will not be honored. The data will be furnished in accordance with the charges set forth in 1:7 of this Manual.

Requests for rating data will not be honored unless the request is made upon the approved form and accompanied by the appropriate payment.

5. Experience Modifications are not Available Over the Telephone. The experience modification for any risk is available to any inquirer. Modifications will not, however, be furnished over the telephone. Telephone requests may be made for the experience modification to be furnished by fax or mail.

General Rules

6. Application of the Manual. The General Rules of this Manual shall apply, except as may otherwise be provided or supplemented in this Section.

7. Application of Experience Rating Plan. The application of this Plan of Rating to each risk which qualifies is mandatory, regardless of whether a debit or a credit modification results. It is the intent of this Plan to rate upon the rating effective date. It shall not be permissible by cancellation or rewriting or by any extension of a policy term to alter an existing policy for the purpose of enabling a risk to qualify for, or avoid, the application of this Plan.

8. Manual Rates—Definitions. For the purpose of this Plan of Rating, manual rates shall mean the rates set forth in this Manual which are effective as of the date for which the experience modification is to be determined.

9. Experience—Definition. For the purpose of this Plan, experience shall mean the record of payrolls expended and losses incurred established by a risk under New Jersey Workers Compensation and Employers Liability Insurance as reported and valued in accordance with the provisions of the New Jersey Statistical Plan, 3:13 of this Manual.

10. Qualification Basis. A risk shall qualify for rating under this Plan if the payrolls developed during the experience period produce a premium at the manual rates in force on the date for which the rating is to be established of at least \$6,000.

11. Experience Period. Except as provided in 3:11-12 of this Manual, the experience period shall be not more than three (3) years, terminating one (1) year prior to the date for which the experience modification is to be established. The entire experience of the risk under all policies which have covered during the three years preceding the close of the experience period shall be used in determining the experience modification provided, however, that any experience

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developed under a policy with an inception date less than twenty-one (21) months prior to the effective date of the experience rating shall not be used. Completed policy periods only shall be used.

12. Experience Period Extension. If for any reason a part of a completed policy period falls outside the three year period, such completed policy period shall be retained provided that:

- (a) Where the policy period overlaps the start of the experience period the retention of the policy period does not serve to increase the experience period beyond three and one-half (3 1/2) years.
- (b) Where the policy period overlaps the end of the experience period the inception date of the policy is not less than twenty-one (21) months prior to the effective date of the rating.

In any case where the conditions described in (a) and (b) above are both present and the retention of both policy periods serves to increase the experience period beyond three and one-half (3 1/2) years, the latest policy period shall be retained and the earliest policy period discarded.

13. Multiple Policies. If a risk involves two or more policies varying in expiration date, the experience period shall be determined in accordance with the foregoing rules.

14. Experience to be Used. Only experience accruing under New Jersey policies of Workers Compensation and Employers Liability Insurance and furnished by authorized carriers shall be used. Where the carrier is not in possession of the complete record of the experience for the period required by this Plan, the necessary additional data shall be secured by the Rating Bureau from previous carriers.

The entire experience of the risk (except as hereinafter provided) incurred within the experience period on all its operations, whether such operations are normal to the business or otherwise, shall be reported and used in determining the experience modification. The Rating Bureau may at its discretion verify any or all of the data from which the experience modification is to be determined.

The experience of a risk developed under operations which have become self-insured shall not be used in developing experience modifications.

15. Reserved for Future Use.

16. Unavailable Experience. Any risk, part of whose experience has become unavailable through the insolvency or retirement of one or more insurance carriers, shall be judged as to its eligibility for experience rating upon such other authentic experience as may be developed in accordance with the rules of this Plan. An experience rating shall be promulgated for any risk which qualifies based on the available experience. If the entire experience of any risk becomes unavailable through the insolvency or retirement of one or more insurance carriers manual premium shall apply.

17. Approved Managed Care Program. For risks where an approved managed care program is applicable, the losses reported in accordance with 3:13-48 of this Manual shall be included in the experience rating.

18. Uninsured Subcontractor. Experience developed on work let to, and performed by, an uninsured subcontractor shall be considered the experience of the primary contractor whose insurance carrier is liable, as respects such work, for the payment of compensation under provisions of the New Jersey Workers' Compensation Law.

19. Cost Plus Contracts. If a contractor performs a construction job on a cost plus basis and a policy is issued to cover the insurable interest of both the contractor and the principal, the contractor's experience modification shall apply to the policy and the experience incurred under such policy shall be considered to be the experience of the contractor.

20. Change of Ownership, Control, Management or Operation. The following rules govern the use of past experience in future ratings when a change has occurred in ownership, control, management or operation:

- (a) **Use of Incurred Experience.** Except as provided in Rules (d) through (h) below, incurred experience shall be used in future ratings regardless of any change in ownership, control, management or operations.
- (b) **Changes of Management.** The experience incurred on all operations of a risk shall be used in determining the experience modification regardless of, and shall be applicable to, trusteeships, receiverships, bondholders' protective committees and similar temporary changes of management, whether voluntary or at the direction of the courts, which do not involve changes of ownership.
- (c) **Partial Sale.** If a risk disposes of a part of its assets, but otherwise continues to operate its business, all experience incurred prior to the sale shall be used in future ratings of the risk, except as provided below in paragraph (h) (ii).

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- (d) **Individual Proprietorship.** If the entire assets and goodwill of an individual proprietorship have been acquired by a new individual, individuals or corporation so that the majority interest becomes held by an owner or group of owners not previously identified with the management, the experience incurred prior to the change shall be discarded from future ratings.
- (e) **Partnership.** If the entire assets and goodwill of a partnership have been acquired by a new individual, individuals or corporation so that the majority interest becomes held by an owner, or group of owners, who collectively held less than 15% ownership of the former partnership, the experience incurred prior to the change shall be discarded from future ratings.
- (f) **Unincorporated Association.** If the entire assets and goodwill of an unincorporated association have been acquired by a new individual, individuals or corporation so that the majority interest becomes held by an owner, or group of owners, who collectively held less than 15% of the ownership or membership of the former association, the experience incurred prior to the change shall be discarded from future ratings.
- (g) **Corporations—Cash Transactions.** If the entire assets and goodwill of a corporation are acquired through outright purchase by an individual, individuals or corporation so that the majority interest becomes held by an owner, or group of owners, who collectively held less than 15% ownership in the former corporation, the experience incurred prior to the change shall be discarded from future ratings.
- (h) **Corporation—Exchange of Stock and Similar Transactions.** If the entire assets and goodwill of a corporation are acquired by another corporation or group of corporations by exchange of stock or similar means resulting in a blending of the ownership of the acquiring and acquired corporations, the experience of the acquired corporation incurred prior to the change shall:
 - (i) be discarded from future ratings if the former owners of the acquired unit constitute less than 15% of the new blended ownership;
 - (ii) be retained and combined with the acquiring corporation or corporations for use in future ratings if the former owners of the acquired unit constitute 15% or more of the new blended ownership.

For the purpose of applying the provisions of these rules, spousal transactions involving change of sole or majority ownership do not warrant discarding the experience incurred prior to the change.

An electronic submission of NJCRIB ERM-14 Form must be completed by the employer, carrier or producer with proper certification through the Manage Ownership platform at www.njcrib.com to include ownership information for entities changing ownership.

21. Joint Ventures. When two or more entities elect to conduct a joint venture for the purpose of undertaking a construction, erection, or demolition project of limited duration, the premium for the operations involved in such venture shall be subject to an experience modification which shall be the average of the experience modifications of the several entities weighted in accordance with the participation of each entity in the profit or loss of the venture. Such experience modification shall be applicable for a period of 12 months. At the end of the period and annually thereafter a new average experience modification shall be determined.

When, however, the joint venture on the basis of its own developed experience qualifies for rating in accordance with the provisions of this Plan, the experience modification for the future rating of the joint venture shall be based on such experience exclusively.

An experience modification determined in accordance with the foregoing shall be applicable for its effective period to all policies covering the identical contractors collectively as joint ventures. The experience developed under a joint venture shall be excluded from the future rating of the individual contractors.

22. One Experience Modification. There shall be not more than one experience modification on a risk at the same time.

23. Application of Experience Modification. The experience modification shall be applied to the premium developed by the use of manual rates in force on the effective date of the experience modification.

24. Duration of Experience Modification. An experience modification once developed shall be effective for twelve (12) months (except as hereinafter provided) and, during that term, shall be applicable to the operations of the risk, regardless of whether the current or any new operations are assigned to the same classifications as were used in establishing such modification.

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24A. Rating Effective Date. The rating effective date (RED) establishes the date upon which the experience modification applies. The RED is determined by the controlling policy effective date as established by the Rating Bureau, and may differ from the policy effective date due to a change in coverage effective dates. An experience modification shall be effective for one year, but may be adjusted when required by 3:11-25 or 3:11-26. The experience rating shall be effective for no less than three months and no more than fifteen months. The RED is also used to determine the experience period applicable to the experience rating.

25. Application of the Experience Modification to a Single Policy. If a policy on a risk has been terminated by cancellation or otherwise, the experience modification determined for such policy shall be applicable to the new policy until such modification has been in force for a period of one year. At the end of that period a new experience modification shall be established and shall be effective until the expiration of the new policy. The risk shall thereafter be rated annually.

Exception: Where a policy is terminated by cancellation or otherwise within three months after its effective date, the experience modification determined for such policy shall be applied for the entire term of the new policy. The expiration month, day and year of the new policy shall become the new rating effective date.

Where there is a lapse in coverage of not more than three months from the expiration of a policy, the experience modification that would have been applicable to the renewal of the expired policy shall apply to the new policy for its entire term. The expiration month, day and year of the new policy shall become the new rating effective date.

Where a policy is written for a period not more than sixteen days more or less than one year for the purpose of adjusting the policy to expire on the first day of the month nearest the policy expiration date, the experience modification applicable to the policy shall apply for its entire term. The expiration month, day and year of the policy shall then become the new rating effective date.

The Rating Bureau shall establish the rating effective date in all other cases.

26. Application of the Experience Modifications to Multiple Policies.

- (a) If a risk is covered by several policies which differ as to expiration date, a single experience modification shall be computed once every twelve months on the rating effective date to be determined by the Rating Bureau and shall be applicable to all policies during the ensuing twelve months. At the end of the twelve-month period a new modification shall be computed to apply to the unexpired term of any outstanding policy and to be effective for policies issued within the next twelve months until the next rating effective date. The experience modification so calculated shall be based upon the rates and factors in force as of the rating effective date.
- (b) If the policy controlling the rating effective date established by the Rating Bureau has been terminated by cancellation, or is not renewed, a new rating effective date shall be established in accordance with paragraph (a) above.

27. Promulgation of Experience Modification. Experience modifications are promulgated on a daily basis and released to the carrier of record as promptly as possible.

28. Source of Data for Rating. The data used for experience rating shall be the individual risk experience data reported and valued in accordance with the provisions of the Statistical Plan, 3:13 of this Manual.

29. Rating Forms. To determine the experience modification the prescribed data shall be tabulated by the Rating Bureau on approved experience rating forms.

30. Payrolls—Tabulation. The actual audited payroll for each classification for the experience period shall be tabulated by policy year.

31. Losses—Tabulation. Incurred losses paid and outstanding shall be tabulated by policy year according to the following divisions between "Minor" and "Serious" cases as required for the rating procedure.

- (a) The indemnity cost of all cases which are reported as closed and which individually do not involve excess indemnity or excess medical shall be grouped and tabulated as minor indemnity losses.
- (b) The total medical cost of all cases which are reported as closed and which individually do not involve excess medical or excess indemnity shall be grouped and tabulated as minor medical losses.
- (c) Any case which involves excess indemnity or excess medical shall be individually tabulated.
- (d) Death and permanent total disability (D. & P.T.D.) cases shall be identified as such and individually tabulated.
- (e) Any case reported as open, regardless of amount, shall be individually tabulated.

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Exception: All claims reported with Catastrophe Number 12 shall be excluded from experience rating calculations. For a definition of losses included under Catastrophe Number 12, see 3:13-55 of this Manual.

32. Employers Liability Cases. All Employers Liability cases (those settled under Part Two of the policy contract) shall be individually tabulated on an actual cost basis and so identified. The actual incurred settlement cost shall be employed in the experience rating calculations uniformly modified by the factor of 1.12 set forth in Table A, 2:5-1 of the Manual.

In no event shall any claim be included in a rating at an amount greater than the applicable basic limit provided under Part Two of the Standard Provisions Policy.

Claims shall be divided to Normal and Excess in accordance with the values in Table A, 2-5:1 of the Manual. The limiting loss values indicated in Table A, 2-5-1 apply to all claims except Admiralty or Federal Employers' Liability Act.

For Admiralty or Federal Employers' Liability Act claims, a maximum per claim limiting value of \$100,000 applies. The medical portion of each claim shall not exceed 25%, or \$25,000.

33. Reserved for Future Use

34. Fees. Whenever the award of the Compensation Referee includes the cost of witness fees, attorney's fees, or expert medical testimony to the injured, pursuant to N.J.S.A. 34:15-64, the amount so awarded shall be considered as part of the indemnity cost and so included in the tabulation of losses.

35. Final Award. Where a final award has been made prior to the date of experience valuation, the actual loss incurred as determined by such award shall be included in the experience data.

36. Moral Responsibility. No loss shall be excluded from the experience of a risk on the ground that the employer was not morally responsible for the accident that caused such loss.

- ★ **37. Revision of Ratings—Losses.** It shall not be permissible to revise the rating of an insured to increase or reduce values because of developments in the nature of injury or because of departmental or judicial decision made subsequent to the date of valuation.

The carrier shall promptly file and submit, without delay, a correction report in compliance with 3:13-78 of the Manual. A complete statement may be submitted by the carrier in each case followed by a correction report and ratings shall be revised:

- (a) If loss values are included or excluded through mistake other than error of judgment, or
if loss values are included, and
- (b) The claimant has recovered in an action against a third party, provided the reported net loss is less than the total incurred loss previously used in the rating, or
- (c) A claim has been officially dismissed by judicial or appropriate departmental ruling (1) as non-compensable or (2) for lack of prosecution where the statute of limitations has expired, or
- (d) The statute of limitations has expired and the claim has been closed with no payment other than medical.
- (e) A settlement has been approved in accordance with N.J.S.A. 34:15-20 of the New Jersey Workers' Compensation Law where the issue involves question of jurisdiction, disability, causal relationship or dependency of the petitioner.
- (f) A claim valued on a life pension basis is settled on a basis other than a life pension.
- (g) A claim should have been reported with Catastrophe Number 12. The reporting shall allow for its elimination. For a definition of losses included under Catastrophe Number 12, see 3:13-55 of this Manual.

Revisions in accordance with the above shall be made during the effective period of the rating or within three years thereafter. The Rating Bureau, however, may defer any revision of the insured's rating until the time of the preparation of the next renewal rating unless immediate revision is requested by the insured or the carrier.

- ★ **38. Revision of Ratings—Payroll.** The carrier shall promptly file and submit, without delay, a correction report in compliance with 3:13-78 of the Manual. A complete statement may be submitted by the carrier in each case followed by a correction report and ratings shall be revised:

- (a) If payroll amounts are included or excluded through clerical error, or
if payrolls are included, and

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- (b) The amounts have been revised to reflect an audit or re-audit, or
- (c) If the amounts have been reassigned to other classifications as a result of inspection or correction error.

Revisions in accordance with the above shall be made during the effective period of the rating or within three years thereafter. The Rating Bureau, however, may defer any revision of the insured's rating until the time of the preparation of the next renewal rating unless immediate revision is requested by the insured or the carrier.

39. Third Party Cases. In cases where the carrier has received reimbursement under subrogation rights or where the injured employee or his dependents have recovered from a third party, the reported net loss shall be used in experience rating. The net loss shall include allocated claim expense incurred in obtaining recovery. In cases where the claim expense incurred in connection with such recovery exceeds the amount recovered, the net loss tabulated shall not exceed the gross amount of loss prior to recovery.

40. Losses—Treatment in Ratings. The reported losses shall be tabulated by year of issue and shall be modified by the appropriate loss modification factors set forth in Table A, 2:5-1 of this Manual. The indicated "excess" loss and the indicated "normal" loss shall be developed separately as follows:

- (a) The medical loss per case shall be divided between "normal" and "excess" and limited in accordance with the amounts provided in Table A.
- (b) The indemnity loss per case shall be divided between "normal" and "excess" and limited in accordance with the amounts provided in Table A.
- (c) **Catastrophes—Accidents involving two or more persons.** In the case of an accident involving injury or death of two or more persons, the individual losses shall be separately modified and analyzed into the normal and excess divisions as provided above. The normal indemnity and medical losses chargeable to the accident and to be used in the rating shall be limited to twice the individual limiting normal values for indemnity and medical for a single case as provided in Table A.

The excess indemnity and medical chargeable to the accident and to be used in the rating shall be the difference between the total adjusted indemnity and medical losses chargeable to the accident (limited to the maximum indemnity and medical amounts provided in Table A) and the applicable normal indemnity and medical amounts, respectively.

41. Subject Premium. The premium subject to experience rating, hereinafter referred to as the subject premium, shall be computed by segregating the payrolls of the experience period by classification and according to the coverage provided and extending them at the appropriate manual rates.

If the operations of a risk are reclassified other than as a result of a change in operations the payrolls reported under the previous classification(s) and used in the experience rating shall be reassigned to the new classification and the premium subject to experience rating computed on the basis of the new classification(s).

Exception: Subject premiums for Admiralty or Federal Employers' Liability Act exposures shall be determined by segregating the payrolls by Coverage I and II classification and extending them at the appropriate, basic manual rates for \$100,000/100,000 limits.

42. Excess and Normal Subject Premium. The subject premium shall be divided into two parts by the use of the excess elements provided for each classification in Table B, 2:1-2 through 4 of this Manual, the two parts corresponding to the premium to cover:

- (a) Excess indemnity and excess medical.
- (b) Normal indemnity and normal medical.

The expected loss factor provided in Table A, 2:5-1 of this Manual, shall be applied to both excess and normal parts of the subject premium to produce the corresponding expected loss. The expected loss factor has been adjusted to offset the effect of catastrophe and individual loss limitations as prescribed in other sections of this Plan.

43. Catastrophe Element. A list of those classifications for which a catastrophe element has been established are set forth in Table C, 2:5-4 of this Manual. The element shown in Table C is the direct amount that is to be set aside before computing the experience modification. The subject premium shall be determined by using the remaining portion of the rate. The regular rating procedure shall then be observed in establishing the experience modification.

44. Credibility. Credibility shall be based upon the expected losses divided into excess and normal parts.

- (a) **Credibility Formulae.** The credibility factor, limited to 100% (1.000), is determined separately for excess and normal from the following formulae:

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$$Z_e = \frac{E_e}{C_e \times E_e + K_e} \quad Z_n = \frac{E_n}{C_n \times E_n + K_n}$$

Where: Z_e = Excess credibility
 Z_n = Normal credibility
 E_e = Excess expected loss
 E_n = Normal expected loss
 C_e & C_n , K_e & K_n are constants, determined as provided in (b) immediately below.

(b) **Determination of "K" and "C" Values.** The "K" and "C" values are based on the following conditions, all on an average excess and normal premium split basis:

- ★ (i) The maximum credit on a risk, which develops subject premium of \$6,000 and incurs no losses during the experience period shall be 1.7%.
- ★ (ii) The maximum charge on a risk, which develops subject premium of \$6,000 and incurs a single claim of \$8,500 indemnity and \$8,500 medical shall be 36.3%.
- ★ (iii) The maximum charge on a risk, which develops subject premium of \$6,000 and incurs a single maximum claim of \$163,000 indemnity and \$223,000 medical shall be 65.3%.
- ★ (iv) A total excess expected loss of \$7,335,000 will produce an excess credibility of 1.000 and a total normal expected loss of \$1,951,110 will produce a normal credibility of 1.000.

The values of "K" and "C" so determined are set forth in 2:5-1 and 2:5-2 of this Manual.

45. Adjusted Loss. The total adjusted loss for the risk shall be the sum of the "adjusted incurred loss" and the "adjusted expected loss."

The formulae are:

- (a) The modified incurred losses, excess and normal, multiplied by the credibility factors, produce the "adjusted incurred loss" according to the following formula:

$$L_1 = A_e \times Z_e + A_n \times Z_n$$

- (b) The expected losses, excess and normal, multiplied by the complements of the credibility factors, produce the "adjusted expected loss" according to the following formula:

$$L_2 = E_e (1 - Z_e) + E_n (1 - Z_n)$$

Where L_1 = Adjusted incurred loss
 A_e = Incurred excess modified loss
 Z_e = Excess credibility factor
 A_n = Incurred normal modified loss
 Z_n = Normal credibility factor
 L_2 = Adjusted expected loss
 E_e = Excess expected loss
 E_n = Normal expected loss

46. Experience Modification. The experience modification shall be determined by comparing the total adjusted loss with the total expected loss. The experience modification (M) is defined by the formulae:

$$M = \frac{L}{E} \text{ where } L = L_1 + L_2, \text{ and } E = E_e + E_n$$

as defined in paragraph 45 immediately above.

Special Rules

EXPERIENCE UNDER THE UNITED STATES LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT

47. Application of the Manual. The General Rules of this Plan shall apply except as may otherwise be provided or supplemented in this Section.

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48. Losses—United States Longshore and Harbor Workers' Compensation Act—Treatment in Rating. The reported losses shall be treated in accordance with 3:11-40 of this Manual, except that reference shall be made to Table A1, 2:5-2 of this Manual.

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PART THREE

SECTION 12. RETROSPECTIVE RATING PLAN

Description and Requirements

1. Optional Retrospective Rating Plan. This Retrospective Rating Plan is optional and may be used upon election by the insured and acceptance by the insurance carrier.

The completed Notice of Election of Retrospective Rating must be filed with the Bureau within sixty days after the effective date of the rating period. The Notice appears as Form NJRR—2 at the end of this Section. The signature of the insured is optional on the Notice of Election.

One or Three Year Rating Period

Retrospective rating applies on either an intrastate or interstate basis to Workers Compensation and Employers Liability Insurance. It is available on a one or three year rating period to any insured, as defined in paragraph 8, with **estimated** annual standard premium of at least \$25,000.

Retrospective Rating is available for Wrap—Up Construction Projects if the estimated total standard premium for the project is at least \$1,000,000. The rules pertaining to Wrap—Up Construction Projects are included under the exception to paragraph 8.

The Large Risk Alternative Rating Option is an optional form of Retrospective Rating that allows the insured and the carrier to mutually agree to the rating values to be used to calculate premium. It is available to any insured, as defined in paragraph 8, with estimated annual workers compensation and employers liability standard premium of \$100,000 of New Jersey or countrywide premium, or in any combination with any other commercial casualty line of insurance for the rating term. The rules pertaining to the Large Risk Alternative Rating Option are included under the exception to paragraph 7.

Long—Term Rating Period

Wrap—Up Construction Project. A retrospective rating period equal to the duration of a construction or demolition project at a single location in New Jersey is available where the average annual standard premium is estimated at \$100,000 or more for the project. Road projects, continuous to completion, shall be construed as meeting the qualification of a single location. A letter describing the project shall accompany the Notice of Election. A series of one year policies shall be written for each wrap-up construction project. Wrap-Up Construction Projects and the Large Risk Alternative Rating Option may qualify for this long-term retrospective rating period.

2. General Purpose of the Plan. Retrospective rating determines the premium for the insurance to which it applies on the basis of losses incurred during the period of coverage and adds the carrier's expense, the allowance for profit or contingency and taxes, subject to the maximum and minimum premiums.

3. Loss Control Incentive. The Plan provides an incentive for the insured to control and reduce losses since most of the retrospective premium will be the result of losses. To the extent that the insured reduces losses, there is a reward through lower premiums. Any concern the insured may have that its premium depends mostly upon losses incurred by other insureds should be dispelled because the greatest part of the retrospective premium is used to pay for the insured's own losses.

4. Modified Cost Plus Rating. Retrospective rating is a modified form of cost-plus rating in that a dollar of premium is charged for an equivalent dollar of losses plus expense, profit or contingency and taxes, but the premium charged cannot be more than the maximum nor less than the minimum premium. The cost-plus nature of retrospective rating may be modified further, if the insured elects loss limitation, to limit the losses which are used in the rating.

5. Experience Rating. Retrospective rating is an independent option, but it is not a substitute for experience rating. Retrospective rating is superimposed upon the premium resulting from experience rating. If the insured is not experience rated, the retrospective rating process begins with premium determined by the application of Manual rates.

6. Premium Discount. Premium discount applies to the premium excluded from retrospective rating in accordance with paragraphs 9 and 20(d). The standard premium which is subject to retrospective rating shall not be reduced by the premium discount in 3:3-78 of this Manual. The reason is that the basic premium factors used to compute the retrospective premium already include the effect of premium discount.

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7. Retrospective Rating. The schedule of rating values for the maximum, minimum and loss conversion factor is selected by the insured and the carrier to produce basic premium factors calculated according to paragraph The intent of the selection process, which may also include loss limitation and retrospective development premium, is to provide flexibility so that the rating schedule meets the insurance needs of the insured. The premium and filing requirements are specified in paragraph 1 above.

Exception: Large Risk Alternative Rating Option. The schedule of rating values for the maximum, minimum and loss conversion factor is that which is mutually agreed upon by the insured and the carrier to produce basic premium factors not necessarily the result of the rating values published in 2:6 of this Manual. The intent of this alternative rating option, which may also include loss limitation, retrospective premium development and the ALAE Option, is to provide the means to adjust retrospective rating to the unique characteristics of large risks. The premium and filing requirements for the Large Risk Alternative Rating Option are specified in paragraph 1 above.

8. Definition of Insured. For retrospective rating purposes, insured means the employer named in item 1 of the Information Page in the policy or policies to which this Plan is applied. For New Jersey exposures the name of the employer must meet the requirements of the definition of a risk in 3:1-8 of this Manual.

Exception: Wrap—Up Construction Projects. Where separate policies are issued by a single carrier to cover two or more entities engaged in a single construction or demolition project in New Jersey, where such policies limit the coverage to employments at and from such project, the insured shall mean all such entities subject to the Retrospective Rating Plan and the following conditions:

- a) The entities shall be limited to (1) the owner or principal and general contractor, and (2) subcontractors performing work on such project under contracts let on an ex-insurance basis. If the contract between the owner or principal and such general contractor is not on an ex-insurance basis, the owner or principal shall not be an eligible entity under this rule.
- b) The estimated total standard premium with respect to project work to be done by the entities involved shall be \$1,000,000 or more.
- c) The project shall be confined to operations at a single New Jersey location. In connection with the building of roadways, tunnels, waterways or surface or underground conduits, the entire job or sections of the job shall be considered a single location if the construction work is performed by a single general contractor for a single owner or principal.
- d) The project shall be of definite duration involving work to be performed continuously to completion.
- e) All such policies shall contain a common expiration date and the appropriate New Jersey Retrospective Premium Endorsement and also the New Jersey Premium Discount Endorsement if any part of the premium to be developed under the policies is excluded from retrospective rating.
- f) Within sixty days after the retrospective rating date, the carrier shall provide this Bureau with the particulars of the project, including the filing of the Notice of Election of Retrospective Rating. To determine all the information required, contact this Bureau.

9. Policy Preparation. These rules govern the endorsements applicable to policies written under the Retrospective Rating Plan. Premium excluded from retrospective rating shall be reduced by premium discount and such policies shall be prepared as follows.

The procedure for determining the discount is in 3:3-78 and the endorsement forms appear in 3:2 of this Manual.

- a) Each policy shall include the appropriate Retrospective Premium Endorsement.
- b) Each policy shall also include the New Jersey Premium Discount Endorsement if any part of the premium for the policy is excluded from retrospective rating.
- c) Each policy which includes a Manual rate(s) which contains a catastrophe element shall also include the Retrospective Premium Endorsement Non-Ratable Catastrophe Element or Surcharge and the New Jersey Premium Discount Endorsement since the premium developed by the catastrophe element is excluded from retrospective rating.
- d) Each policy which excludes from retrospective rating the premium and losses for Part Two in excess of standard limits shall also include the New Jersey Part Two—Employers Liability Insurance Excess Exclusion Endorsement and the New Jersey Premium Discount Endorsement.
- e) Each policy which excludes aircraft flight or ground classifications from retrospective rating shall also include the Retrospective Premium Endorsement Aviation Exclusion and the New Jersey Premium Discount Endorsement.

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Retrospective Premium Formula and Definitions of Terms Used in the Formula

Where the Large Risk Alternative Rating Option is applicable, note that the exception to paragraph 7 allows departure from the standard procedure explained below.

10. Retrospective Premium Formula. The premium for the insured under this Plan is determined by the following formula and shall not be more than the maximum nor less than the minimum retrospective premium:

Retrospective Premium =

- a) Basic Premium
plus
- b) Converted Losses

Multiply the sum of (a) + (b) by the Tax Multiplier

11. Retrospective Premium Formula Which Includes the Elective Elements of Excess Loss Premium and Retrospective Development Premium. The retrospective premium for the insured which has elected loss limitation and retrospective premium development is determined by the following formula and shall not be more than the maximum nor less than the minimum retrospective premium:

Retrospective Premium =

- a) Basic Premium
plus
- b) Converted Losses
plus
- c) Excess Loss Premium
plus
- d) Retrospective Development Premium

Multiply the sum of (a) + (b) + (c) + (d) by the Tax Multiplier

★ **12. Basic Premium.** The basic premium is a percentage of the standard premium. It is determined by multiplying the standard premium by the applicable basic premium factor. An example of the calculation process for the basic premium factor is described in paragraph 21.

The basic premium provides the insurance carrier with expense monies for: acquiring and servicing the insured's account; loss control services, premium audit and general administration of the insurance; and an allowance for possible profit or contingencies. The basic premium takes into account the different classification hazard groups, the effect of the limitation of losses and also provides the carrier with a net aggregate loss factor for limiting the premium between the maximum and minimum retrospective premium.

13. Standard Premium. For reference to the definition of standard premium, see 3:3-75 of this Manual. By agreement between the insured and the carrier, standard premium may exclude the following, for the purpose of retrospective rating:

- a) Premium for increased Part Two Limits, or Admiralty or Federal Employers' Liability Act coverage in excess of standard limits
- b) Premium for aircraft flight or ground operations
- c) Premium for other specified operations or locations

Where a retrospectively rated policy is cancelled, refer to paragraphs 26 and 27 or 34 and 35 for the method of computing the standard premium.

14. Incurred Losses. In general, incurred losses are the actual losses paid and outstanding, interest on judgments, expenses incurred in obtaining third party recoveries and allocated loss adjustment expenses for employers liability losses.

Allocated loss adjustment expense for workers compensation, as defined in the Statistical Plan in 3:13-47(a) in this Manual, may also be included as part of incurred losses under a retrospective rating plan if agreed upon by the insured and carrier. This is called the Allocated Loss Adjustment Expense Option (ALAE Option). If the ALAE Option is elected, then incurred losses will include allocated loss adjustment expense.

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The incurred losses used in the retrospective rating formula for determining premium under this Plan are those reported under the rules of the Statistical Plan in 3:13 of this Manual and are limited as follows:

- a) In an accident involving more than two persons under any classification for which the Manual rate contains a catastrophe element, the incurred losses shall be limited to the two most costly claims, subject to any further limitation of ratable losses per accident in accordance with 14(d).
- b) Employers liability losses in excess of standard limits for operations in New Jersey can be excluded in item 10 of the Notice of Election of Retrospective Rating. If these losses are excluded, employers liability losses under Part Two of the policy shall be limited per accident to standard limits for employment in New Jersey or limited to the standard limits for Admiralty or the Federal Employers' Liability Act, as the case may be, subject to any further limitation of ratable losses in accordance with 14(d).
- c) If aircraft flight or ground classifications are excluded in item 10 of the Notice of Election of Retrospective Rating, losses assignable to any such classifications shall be excluded in determining the incurred losses.
- d) If loss limitation is elected in item 7 of the Notice of Election of Retrospective Rating in accordance with paragraph 20(e), the incurred loss per accident shall be limited to the amount so elected.

Note: The insurance carrier pays all incurred losses for every insured regardless of any loss limitations which limits the losses in the retrospective rating.

15. Loss Conversion Factor. The Loss Conversion Factor covers claim adjustment expenses and the cost of the insurance carrier's claim services such as the investigation of claims and filing of claim reports. The loss conversion factor is negotiated between the insured and the carrier. If the ALAE Option is elected as part of incurred losses, the loss conversion factor must be adjusted to exclude allocated loss adjustment expense.

16. Converted Losses. Converted Losses are based on the incurred losses of the insured during the period of the policy or policies to which this Plan is applied. To provide for the carrier's cost of claim services and claim adjustment expenses, the incurred losses are multiplied by the appropriate loss conversion factor to establish the insured's converted losses. A range for the selection of this factor is allowed, subject to the maximum specified for Schedule X and Schedule Y carriers in 2:6-4 of this Manual.

17. Additional Elective Elements for the Retrospective Premium Formula.

- a) **Excess Loss Premium.** Excess loss premium is the premium charge for the elective limitation of losses used in computing the retrospective premium. The election of loss limitation places a limit on the amount of incurred loss which arises out of any one accident and is included in the retrospective premium calculation. The purpose of this elective element is to avoid the increase that high cost losses would add to the retrospective premium. Excess loss premium is computed as shown below:

Standard Premium x Excess Loss Premium Factor x Loss Conversion Factor

The retrospective premium for the insured which has elected loss limitation is determined by the formula in paragraph 11 above. Excess Loss Factors appear in 2:6-3 of this Manual.

- b) **Retrospective Development Premium.** The purpose of this elective premium element is to stabilize premium adjustments for risks subject to this Plan. Retrospective Development Premium anticipates future increases in loss costs. The Retrospective Development Premium is included only in the first three adjustments of the retrospective premium and is not included in any later premium computations. If agreement to finalize the cost should occur prior to the fourth adjustment, retrospective development premium should not be included in the calculations. Retrospective Development Premium is computed as shown below:

Standard Premium x Retrospective Development Factor x Loss Conversion Factor.

The retrospective premium for the insured which has elected retrospective development premium is determined by the formula in paragraph 11 above. Retrospective Development Factors appear in 2:6-1 of this Manual.

18. Tax Multiplier. The Tax Multiplier covers licenses, fees, assessments and taxes which the insurance carrier must pay on the premium which it collects. For an interstate risk, an average of the specified tax multipliers weighted by the state standard premiums shall be used. Tax multipliers are shown on the state retrospective rating pages, and apply separately. Tax multipliers applicable in New Jersey appear in 2:6-5 of this Manual.

19. Maximum and Minimum Retrospective Rating Premium. The maximum retrospective premium is a percentage of the standard premium and is the greatest amount of premium to be paid by the insured subject to this Plan. The minimum retrospective premium is a percentage of the standard premium and is the least amount of premium to be

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paid by the insured. The maximum and minimum retrospective premium factors are established by agreement between the insured and the carrier, so long as the resultant basic premium factors are within the calculation process described in paragraph 21.

Notice of Election of Retrospective Rating

20. Completion or Amendment of Notice. The Notice appears as Form NJRR—2 at the end of this Section. A supply of Notices can be secured from this Bureau without cost. For full particulars regarding the completion or amendment of the Notice, which is self-explanatory, refer to the sample of it and the following:

- a) **Retrospective Rating Date.** The effective date of each Retrospective Rating Plan is established by agreement between the insured and the insurance carrier and is to be specified in the Notice.
- b) **Rating Period.** Each Plan elected and filed under paragraph 1 for one year shall operate for twelve months beginning with the retrospective rating date, except as provided in the rules of this Section governing cancellation or the application of the Plan on a three year or long-term basis. The period of the Plan may be shortened or lengthened for a period not to exceed sixty days, by agreement between the insured and the carrier.
- c) **Withdrawal or Amendment of the Plan Within the First Sixty Days.** The Plan may be withdrawn or amended in any manner consistent with these rules.
- d) **Amendment of the Plan After the First Sixty Days.** The following items may be included or amended or excluded after the first sixty days of the retrospective rating period.

Locations

Operations

Loss Limitation

Premium and Losses for Part Two in Excess of Standard Limits

Aircraft Flight or Ground Classifications

- ★ e) **Loss Limitation.** The insured may elect in the Notice to limit the incurred losses resulting from a single accident which are to be used in the retrospective rating. The amount of loss limitation shall be selected from the list of limits in 2:6-3 of this Manual, with these qualifications:

Loss limitation is available if the estimated standard premium is at least \$100,000. The selected limit shall be \$25,000 per accident for a risk with total standard premium of at least \$100,000; higher than \$25,000 for a risk with total standard premium over \$100,000 provided such higher accident loss limitation does not exceed 50% of the standard premium.

For the Large Risk Alternative Rating Option, loss limitation is available either from the list of limits in 2:6-3 or as agreed upon by the insured and the carrier.

If loss limitation is elected, the applicable excess loss premium factor can be found in 2:1-3 of this Manual. The excess loss premium factor is determined on the basis of the loss limitation selected and the hazard group shown in the table. For policies with exposure from multiple hazard groups, the excess loss premium factor can be determined by multiplying the policy excess ratio by the expected loss ratio, where the policy excess ratio is calculated as the total expected excess loss divided by total expected loss. Refer to 3:12:21 for the Basic Premium Factor Calculation Example. Hazard groups for all classifications are from Table H in 2:6-10 of this Manual. For the Large Risk Alternative Rating Option, the excess loss premium factor may be determined as agreed upon by the insured and the carrier.

Note: For the purpose of this rule, losses incurred as the result of disease of one employee shall be deemed to arise out of a single accident.

21. Calculation of Basic Premium Factors. The following example illustrates a generally accepted method for determining the basic premium factor. Any other calculation may be used to determine the basic premium factor provided the selected factor is not more than 0.005 different from the factor produced by this method.

Basic premium factors for 50%, 100% and 150% of the estimated standard premium must be determined. Basic premium factors for any lower or higher premium sizes may be selected by agreement. The reason for determining such supplementary factors is the probability that the audited standard premium will be more or less than the estimated standard premium. If the earned standard premium is between the selected premium sizes, the basic premium factor for the retrospective premium is based on straight line interpolation between the basic premium factors, calculated on the estimated

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standard premiums. If the earned premium is beyond the lowest or highest selected premium sizes, the basic premium factors shall be recalculated.

- ★ For the purposes of this example, it has been assumed that the risk is intrastate, classified under Code 2003 and is insured by a carrier using the Schedule Y system of expenses. Further the insured and carrier have agreed upon a one year rating period, a minimum premium factor of .65, a maximum premium factor of 1.3, a loss conversion factor of 1.150 and a \$150,000 loss limit. The tax multiplier, expected loss ratio, hazard group differential, excess loss premium factor and tables utilized for the example are from 2:6 of the New Jersey Manual effective January 1, 2019. The hazard group differential is from hazard group for the assumed Code 2003. The loss group adjustment factor is produced by the formula $(1 + 0.8 \text{ LER}) / (1 - \text{LER})$ where LER, which represents the loss elimination ratio, equals the excess loss factor divided by the expected loss ratio.

★ **EXAMPLE OF BASIC PREMIUM FACTOR CALCULATION—ONE YEAR RATING PERIOD**

Retrospective Rating Factors

a) Minimum Premium Factor	65
b) Maximum Premium Factor	1.30
c) Loss Conversion Factor	1.150
d) Tax Multiplier	1.056
e) Loss Limit	\$150,000
f) Expense Not Covered in (d)	0.285

Example Calculation

To establish the Basic Premium Factors, use the Table of Aggregate Loss Factors of the methodology underlying the ALFs on Demand. The following example uses the Table of Aggregate Loss Factors.

1. Estimated Annual Standard Premium	\$225,000
2. Expected Losses (e) x (1)	\$133,875
3. Expected Loss Ratio (Unlimited)	0.595
4. Policy Excess Ratio	0.289
5. Excess Loss Factor (3) x (4)	0.172
6. Expected Number of Claims	12.81
7. Expense and Profit and Contingency— Excluding Taxes (1) x (f)	\$64,125
8. Expected Loss and Expense Ratio [(2) + (7)] / (1)	0.880
9. Loss and Expense in Converted Losses (3) x (c)	0.684
10. Expense and Profit and Contingency in Basic Premium Factor (8) - (9)	0.196
11. Expected Limited Loss Ratio (3) - (5)	0.423
12. Minimum Retrospective Premium Factor Excluding Taxes (a) / (d)	0.616
13. Maximum Retrospective Premium Factor Excluding Taxes (b) / (d)	1.231
14. Table of Aggregate Loss Factors Value Difference [(8) - (12)] / [(c) x (11)]	0.5427
15. Table of Aggregate Loss Factors Entry Difference [(13) - (12)] / [(c) x (11)]	1.264
16. Ratio of Minimum Rated Losses to Expected Losses	0.15
17. Ratio of Maximum Rated Losses to Expected Losses	1.41
18. Table of Aggregate Loss Factors—Aggregate Excess Loss Factor for (17)	0.3368
19. Table of Aggregate Loss Factors—Aggregate Minimum Loss Factor for (16)	0.0299
20. Net Aggregate Loss Factors [(18) - (19)] x [(c) x (11)]	0.149
21. Basic Premium Factor (10) + (20)	0.345

Explanation of the procedure for the above example:

- ★ (1) Estimated Annual Standard Premium.

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This is the estimated annual Workers Compensation standard premium for the insurance in the Retrospective Rating agreement. The calculation process in the example requires the estimated annual standard premium in item (1) whether the rating period is for one or three years or for the duration of a wrap-up construction project. If a three year rating period is elected, the annual estimate is multiplied by 3 (years).

★ (2) Expected Losses.

For an intrastate risk, the expected losses equal the estimated annual standard premium in item (1) multiplied by the expected loss ratio in item (2). For an interstate risk the expected losses equal the sum of the products of the estimated standard premium for each state and the corresponding expected loss ratio for each state.

★ (3) Expected Loss Ratio.

See the discussion for line (2).

★ (4) Policy Excess Ratio.

This value is calculated as the total expected excess loss divided by total expected loss. The expected excess loss is calculated by multiplying the expected loss by the Excess Ratio at Loss Limit*. When multiple states and/or hazard groups are included, the expected excess loss is summed across the state hazard group level to get the total.

Multi-State example (values are hypothetical):

State	HG	Modified Expected Loss	Excess Ratio at Loss Limit	Expected Excess Loss	Policy Excess Ratio
X	C	106,500	0.5	53,250	
X	G	150,000	0.7	105,000	
Y	A	<u>50,000</u>	0.4	<u>20,000</u>	
Total		306,500		178,250	.582

* The Excess Ratio values corresponding to the applicable loss limit can be obtained from Exhibit 7 of NJCRIB's Excess Loss Factor Calculations. The appropriate column depends on whether the loss limit is applied on a per-claim or per-occurrence basis, and should be limited to \$50M.

★ (5) Excess Loss Factor.

This factor is calculated by multiplying the policy excess ratio by the expected loss ratio.

★ (6) Expected Number of claims

The expected number of claims is calculated by dividing the expected loss by the average cost per case. The applicable cost per can be obtained from the annual update to the retrospective rating plan parameters. When multiple states and/or hazard groups are included, the expected number of claims is summed across the state-hazard group level to get the total.

Multi-State example (values are hypothetical):

State	HG	Manual Premium	Experience Modification	Expected Loss Ratio	Modified Expected Loss	Average Cost Per Case	Expected No. of Claims
X	C	217,170			106,500	12,000	8.88
X	G	305,873			150,000	23,000	6.52
Y	A	101,958			50,000	9,000	5.56
Total			0.8	0.613			20.96

★ (7) Expense and Profit and Contingency—Excluding Taxes.

This item is calculated by multiplying the estimated annual standard premium in item (1) by the ratio in item (f) of the example to provide the expense and profit and contingency for the one year rating period. The procedure is the same for a three year or long-term rating period, since upon final audit, the total of expense, profit and contingency is determined in the retrospective premium by adding together the actual annual amount of expense, profit or contingency for each year of the three year or long-term rating period.

★ (8) Expected Loss and Expense Ratio.

This ratio is obtained by dividing the sum of the expected losses in item (2) and the expense, profit and contingency (excluding taxes) in item (7) by the estimated annual standard premium in item (1) of the example.

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★ (9) Loss and Expense in Converted Losses.

This factor is the product of the expected loss ratio in (3) multiplied by the loss conversion factor in (c) of the example and represents the expected loss ratio increased to account for loss adjustment expense.

★ (10) Expense and Profit and Contingency in Basic Premium Factor.

The difference between item (8), representing the total net premium provision excluding taxes for the insured under the Retrospective Rating Plan, and item (9), representing expected losses and expense in converted losses, is the expense and profit and contingency amount, which is included in the basic premium factor in item (21).

★ (11) Expected Limited Loss Ratio.

This ratio is determined by subtracting the excess loss premium factor in (5) from the expected loss ratio in (3). The purpose is that if individual losses are limited through the election of loss limitation, then expected losses should be reduced for consistency in the equations that are used to solve for the basic premium factor. If loss limitation is not elected, (5) should be completed as zero.

★ (12) Minimum Retrospective Premium Factor— Excluding Taxes.

This value is determined by dividing the Minimum Premium Factor in (a) by the Tax Multiplier in (d).

For an interstate risk tax multipliers are applied separately by state. An average of the state tax multipliers weighted by the state standard premiums should be used.

★ (13) Maximum Retrospective Premium Factor— Excluding Taxes.

This value is determined by dividing the Maximum Premium Factor in (b) by the Tax Multiplier in (d). For an interstate risk tax multipliers are applied separately by state. An average of the state tax multiplier weighted by the state standard premiums should be used.

★ (14) Table of Aggregate Loss Factors—Value Difference. (see explanation below).

This value is calculated as the difference between items (8) and (12), divided by the product of items (c) and (11). This equals the difference between the aggregate excess loss factors that correspond to the entry ratios computed in item (15). An entry ratio is defined as a ratio to expected aggregate limited losses for the policy.

★ (15) Table of Aggregate Loss Factors—Entry Ratio Difference.

This value is calculated as the difference between items (13) and (12), divided by the product of items (c) and (11). This equals the difference between the entry ratios that determine the aggregate minimum loss factor for the minimum premium and the aggregate excess loss factor for the maximum premium.

To use the Table of Aggregate Loss Factors in selecting the entry ratios for (16) and (17), find the subtable in the Table of Policy Excess Ratio Ranges containing the policy excess ratio in item (4), as well as the Expected Claim Count Group in the Table of Expected Claim Count Ranges containing item (6), the expected number of claims for the policy. In this example, the corresponding subtable and Expected Claim Count group are Subtable 10 and Group 53.

Then choose two entry ratios from the Expected Claim Count Group in the subtable which have a difference equal to item (15). Make this choice so that the difference in the aggregate excess loss factor for the Expected Claim Count Group from the selected entry ratios most closely approximates item (14).

To illustrate this testing procedure, several entry ratios and their corresponding aggregate excess loss factors in Subtable 10 and Expected Claim Count Group 53 have been reproduced from the Table. These ratios were selected because, when paired properly, their difference equals item (15) and the difference in their aggregate excess loss factors approximates item (14).

Entry Ratios	Charges—Group 53
.14	.8870
.15	.8799
.16	.8728
Entry Ratios	Charges—Group 53
1.40	.3395
1.41	.3368
1.42	.3339

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The pairs of entry ratios with a difference the same as in item (15) are listed together. Note the difference in the corresponding aggregate excess loss factors:

Entry Ratio ₁	Entry Ratio ₂	Aggregate Excess Loss Factor ₁	Aggregate Excess Loss Factor ₂	Aggregate Excess Loss Factor Difference
.14	1.40	.8870	.3395	.5475
.15	1.41	.8799	.3368	.5431
.16	1.42	.8728	.3339	.5386

The pair of entry ratios whose Aggregate Excess Loss Factor difference most closely approximates Item (14) is .15 and 1.41 and is recorded in items (16) and (17) of the example.

★ (16) Ratio of Minimum Rated Losses to Expected Losses.

This is the entry ratio selected above which is the ratio of the losses underlying the minimum premium factor to the expected losses in the example above.

★ (17) Ratio of Maximum Rated Losses to Expected Losses.

This is the entry ratio selected above which is the ratio of the losses underlying the maximum premium factor to the expected losses in the example above.

★ (18) Table of Aggregate Loss Factors—Aggregate Excess Loss Factor for (17).

This is the aggregate excess loss factor for the losses in excess of those which would produce the maximum retrospective premium.

This is the aggregate minimum loss factor for the possible losses less than those which would produce the minimum retrospective premium. It is calculated based on the entry ratio in item (16) and the corresponding aggregate loss factor, using the identity:

$$\text{Aggregate Minimum Loss Factor} = \text{Excess Loss Factor} + \text{Entry Ratio} - 1$$

In this example the resulting Aggregate Minimum Loss Factor is equal to .0299 (.8799 + .15 - 1)

★ (19) Net Aggregate Loss Factor.

This net aggregate loss factor is determined by calculating the difference between the aggregate excess loss factor for item (18) for possible losses that might produce more than the maximum retrospective premium and the aggregate minimum loss factor for item (19) for losses that might produce less than the minimum retrospective premium multiplied by the product of the loss conversion factor in (c) and the expected limited loss ratio in item (11). The net aggregate loss factor may be less than zero, as long as the basic premium factor is not negative.

★ (20) Basic Premium Factor.

The basic premium factor is the sum of the expense is the sum of the expense and profit and contingency in item (10) and the net aggregate loss factor in item (20) and is expressed as a percentage of the estimated annual standard premium in item (1). The standard premium multiplied by the basic premium factor produces the basic premium used in computing the retrospective rating plan premium. For this example, the basic premium amount is $0.345 \times \$225,000$ or \$77,625.

Note: The requirements and explanations listed below apply to the calculation of retrospective rating values.

The minimum premium factor shall not be less than the basic premium factor multiplied by the tax multiplier.

The loss conversion factor shall not be large enough to cause negative expenses in the calculation of the basic premium factors.

The maximum premium factor in (b) when applied to the estimated annual standard premium in item (1) shall not produce premium less than that which would result from the premium in item (1) reduced by the New Jersey Premium Discount.

Where loss limitation is elected, multiply item (16) by item (6). Add the product to the applicable excess loss factor. The total shall not be more than the expected loss ratio.

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Retrospective Rating Procedure

22. Retrospective Rating Formula. The retrospective premium is computed according to the formula in paragraph 10, or in paragraph 11 if loss limitation and/ or retrospective development premium is elected. The retrospective premium shall not be more than the maximum premium nor less than the minimum retrospective premium. The minimum and maximum retrospective premiums are explained in paragraph 19. If the coverage is subject to the large Risk Alternative Rating Option, note the departure from standard procedure in the exception to paragraph 7.

23. Valuation of Experience. The experience used in determining the retrospective premium shall be valued according to the standard requirements of the Statistical Plan in 3:13 of this Manual.

24. Computation of Retrospective Premium. Under this Plan, retrospective premiums always are computed initially by the carrier, using premium and loss data which have been reported under Section 3:13 of this Manual. On a specific request basis, the retrospective premium calculated by the carrier may then be reported to the rating organization for verification. This is achieved by the rating organization use of the duplicate copies of the Unit Statistical Plan reports which must be submitted with the retrospective premium calculation.

1. First Computation of Retrospective Premium

As soon as practicable after data have been prepared in accordance with Section 3:13 of the Manual, the first retrospective premium computation shall be made by the insurance carrier.

On a specific request basis, this computation may be sent to the rating organization for verification before transmittal to the insured. The carrier shall notify the insured and return premium if the retrospective premium is less than premium previously paid. The insured shall pay any premium greater than premium previously paid.

If the insured and carrier agree, the first computation of retrospective premium shall be the final adjustment of premium under this Plan. In the absence of such an agreement, additional retrospective premium computations shall be made by the carrier in accordance with rule 2 below.

For plans on a three year basis, or Long Term or Wrap Up Construction Projects, interim tentative adjustments of premium may be made.

Note: In certain cases, the carrier may make an early computation of retrospective premium. Such cases include bankruptcy, liquidation, reorganization, receivership, assignment for benefit of creditors, or other similar situations.

2. Retrospective Premium Adjustment After First Computation.

- a) If the first or any other retrospective premium computation is not final, a subsequent computation and adjustment of premium subject to this Plan shall be made by the carrier 12 months after the previous computation. The procedure for such later computations shall be the same as in rule 1 above except that such premium calculations shall be based upon the latest Statistical Reports required. If the insured and carrier agree, the latest computation shall be the final retrospective premium. Unless such an agreement has been made, the carrier shall continue to make such additional retrospective premium computations at intervals of 12 months.
- b) If a subsequent computation of retrospective premium results in no change from the previous computation, the insurance carrier shall notify the insured that there is no change in the premium payment and that subsequent computations of retrospective premium will be made in accordance with Rule 3a below.

3. Final Computation of Retrospective Premium.

- a) Subsequent computations of retrospective premium shall be issued by the carrier in accordance with Rule 2 above until both the carrier and insured agree that the latest computation shall be the final retrospective premium under this Plan.
- b) When the carrier and insured have agreed to the final retrospective premium calculation, a revision of that premium adjustment is not permitted except for clerical error.

Cancellation of Policies Under This Plan and Determination of Retrospective Premium

25. Cancellation. Cancellation of the policy is considered cancellation of the Plan. Cancellation with the intent of canceling only part of the Plan is not permissible.

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26. Determination of Retrospective Premium—Cancellation by the Insured. In the event of cancellation by the insured, the retrospective premium shall be determined by paragraph 22, provided:

- (a) In computing the basic premium and, if applicable, the excess loss premium and retrospective development premium, the standard premium shall be computed on a short rate basis in accordance with 3:3-80 and 2:4-1 of this Manual. The minimum retrospective premium shall be the standard premium so computed.
- (b) In computing the maximum retrospective premium, the standard premium shall be computed for the period the policy was in force and then extended pro rata to the normal expiration date of the policy.
- (c) If cancellation by the insured is for any of the following reasons, the retrospective premium shall be determined in accordance with paragraph 27:
 - i. Cancellation of the policy because the insured has retired from or completed all the work covered by the policy, or has ceased to exist.
 - ii. Cancellation of the policy because all the business entities covered by the policy have been sold. This includes a material change of interest within 3:11-20(d) through (h) of this Manual.
 - iii. Cancellation of the policy by mutual agreement with the carrier, provided the cancelled policy is replaced without lapse by a new policy subject to the Retrospective Rating Plan by the same carrier.

Example I. Calculation of the Minimum Retrospective Premium for paragraph 26(a) above. Cancellation by the insured after 185 days:

Actual payroll for 185 days	\$555,000
Authorized rate per \$100 of payroll	\$5.00
Experience Rating Modification	1.00
Short Rate Percentage for 185 days	61%

- (a) Payroll extended to an annual basis:
 $\$555,000 \times 365 \text{ days} = \$1,095,000$
 185 days
- (b) Annual Premium:
 $\$1,095,000 \times \$5.00 \text{ (per \$100)} \times 1.00 = \$54,750$
- (c) Standard Premium on Short Rate Basis:
 $\$54,750 \times .61 = \$33,398$
- (d) Minimum Retrospective Premium: \$33,398

Example II. Calculation of the Maximum Retrospective Premium for paragraph 26(b) above. Cancellation by the insured after 185 days:

Actual payroll for 185 days	\$555,000
Authorized rate per \$100 of payroll	\$5.00
Experience Rating Modification	1.00
Maximum Retrospective Premium Factor	1.60

- (a) Payroll extended to an annual basis:
 $\$555,000 \times 365 \text{ days} = \$1,095,000$
 185 days
- (b) Annual Premium:
 $\$1,095,000 \times \$5.00 \text{ (per \$100)} \times 1.00 = \$54,750$
- (c) Maximum Retrospective Premium:
 $\$54,750 \times 1.60 = \$87,600$

27. Determination of Retrospective—Premium Cancellation by the Carrier. In the event of cancellation by the carrier, the retrospective premium shall be determined as provided in paragraph 22, on the basis of the earned standard premium for the period from the retrospective rating date to the date of cancellation. If the cancellation is for nonpayment of premium, the maximum retrospective premium shall be determined by the procedure in paragraph 26(b).

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Special Rules for the Plan on a Three Year Basis

28. Application of this Manual to the Retrospective Rating Plan—Three Year Basis. The rules and procedures in this Manual governing the Plan on a one year basis shall apply to the Plan on a three year basis, except as otherwise stated in these Special Rules.

29. Eligibility Requirements—Three Year Basis. Retrospective rating is available on a three year basis to any insured as defined in paragraph 8, provided that the New Jersey estimated standard premium defined in paragraph 13 is at least \$75,000 for the three year rating period. The three year retrospective rating period is also available to employers who qualify for Large Construction Projects or Large Risk Alternative Rating Options as specified in paragraph 1.

30. Rating Period—Three Year Basis. Each Retrospective Rating Plan elected under paragraph 1 for three years shall operate for thirty-six months beginning with the retrospective rating date, except as provided in the rules of this Section governing the cancellation or the application of the rating on a one year basis. The period of the rating may be shortened or lengthened for a period not to exceed sixty days, by agreement between the insured and the carrier.

31. Policy Preparation and Adjustment—Three Year Basis. Separate policies or one three year policy providing a total of three years of coverage may be written for the insured which has elected the Retrospective Rating Plan with a three year rating period.

If the rating period is extended beyond three years, in accordance with paragraph 30 above, either the last of the separate policies shall be amended to extend the expiration date of the coverage to coincide with the retrospective rating period or an annual or a short-term policy shall be written to supplement the coverage of the three year policy, since a single policy cannot be in effect for more than three years.

32. Loss Limitation—Three Year Basis. The premium used to determine the availability of loss limitation in paragraph 20(e) shall be the insured's estimated standard premium for the three year rating period.

33. Retrospective Rating Procedure—Three Year Basis. Paragraph 22 shall govern the determination of the retrospective premium for the three year retrospective rating period, provided:

- (a) The basic, maximum and minimum premium factors shall be obtained from the calculated schedule of rating values.
- (b) The schedule of rating values applicable at the beginning of the rating period shall apply for the entire rating period, but if the earned standard premium is beyond the highest or lowest premium size in the schedule, an additional premium size shall be calculated by the carrier and the Bureau shall be so notified.
- (c) Any revision of the tax multipliers, excess loss premium factors or retrospective development factors shall be applied at the beginning of the second and, if applicable, the third year of policies written for a three year rating period, unless such revision is authorized for application to policies outstanding.
- ★ (d) In each schedule of rating values, the carrier's expense ratio shall be determined on the basis of the estimated annual standard premium, but the carrier's net aggregate loss factor shall be based on the estimated standard premium for the three year rating period.
- (e) The experience for the three year rating period shall be used to calculate the retrospective premium on a cumulative basis in this manner:
 - (i) The retrospective premium for the first annual period shall be based upon the standard premium and incurred losses for the period, with the losses valued during the sixth month after the expiration of such period.
 - (ii) The retrospective premium for the first two annual periods shall be based upon the standard premium and incurred losses for such periods, with the losses valued during the sixth month after the expiration of the second annual period.
 - (iii) The retrospective premium for the first three annual periods shall be based upon the standard premium and incurred losses for such periods, with the losses valued during the sixth month after the expiration of the third annual period.

34. Determination of Retrospective Premium—Cancellation by the Insured—Three Year Basis. In the event of cancellation by the insured, or failure to renew the policy prior to the expiration of the rating period, the retrospective premium shall be determined by paragraph 33, provided:

- (a) In computing the basic premium and, if applicable, the excess loss premium, the following shall apply:

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- (i) If the cancellation occurs during the first year, the standard premium shall be computed in accordance with paragraph 26(a).
- (ii) If cancellation occurs during the second or third year, the standard premium shall be the sum of the earned standard premium for such completed period of twelve months and the short rate standard premium for the incomplete period of twelve months, calculated in accordance with paragraph (i) immediately above.
- (iii) If cancellation occurs at the end of the first or second year, the standard premium shall be earned standard premium for the completed year, or the two year period.
- (b) In computing the maximum retrospective premium, the standard premium shall be computed for the period the rating was in force and then extended pro rata for the remainder of the rating period.
- (c) If cancellation by the insured is for any of the reasons in paragraph 26(c), (i) through (iii), the retrospective premium shall be determined by paragraph 35 below.

35. Determination of Retrospective Premium—Cancellation by the Carrier—Three Year Basis. In the event of cancellation by the carrier, the retrospective premium shall be determined in accordance with paragraph 33 on the basis of the earned standard premium for the period from the retrospective rating date to the date of cancellation, but if the cancellation is by the carrier for nonpayment of premium, the maximum retrospective premium shall be determined by paragraph 34(b).

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Example I. Calculation of the Minimum Retrospective Premium for 34(a) (i) and the Maximum Retrospective Premium for paragraph 34(b). Cancellation by the insured after 185 days:

Actual Payroll for 185 days.....	\$555,000
Authorized Rate per \$100 of payroll	\$5.00
Experience Rating Modification.....	1.00
Maximum Retrospective Premium Factor	1.60

(a) Payroll extended to annual basis = $\$555,000 \times \frac{365 \text{ days}}{185 \text{ days}}$ = ...\$1,095,000

(b) Annual Premium = $\$1,095,000 \times \$5.00 \text{ (per } \$100) \times 1.00$ = ... \$54,750

(c) Short Rate Percentage for 185 days 61%

(d) Standard Premium on Short Rate basis = $\$54,750 \times .61$ = ... \$33,398

(e) Minimum Retrospective Premium = \$33,398

Explanation: The Standard Premium is the Minimum Retrospective Premium and also is used to determine the Basic Premium, and, if applicable, the Excess Loss Premium and Retrospective Development Premium.

(f) Maximum Retrospective Premium

Explanation: The Maximum Premium is based on the Standard Premium without the short rate factor, extended pro rata to a three year basis.

Calculation:

(i) Standard Premium for 185 days not short rate = $\$555,000 \times \$5.00 \text{ (per } \$100)$ = ... \$27,750

(ii) Standard Premium without short rate factor, extended to a three year basis =

$\$27,750 \times \frac{1095 \text{ days}}{185 \text{ days}}$ = ... \$164,250

(iii) Maximum Retrospective Premium = $\$164,250 \times 1.60$ = ... \$262,800

Example II. Calculation of the Minimum Retrospective Premium for 34(a) (ii) and the Maximum Retrospective Premium for paragraph 34(b). Cancellation by the insured after one year and 185 days:

Standard Premium for first year	\$50,000
Actual Payroll for 185 days of second year.....	\$555,000
Authorized Rate per \$100 of payroll	\$5.00
Experience Rating Modification for each year	1.00
Maximum Retrospective Premium Factor	1.60

(a) Actual Payroll for 185 days extended to annual basis = $\$555,000 \times \frac{365 \text{ days}}{185 \text{ days}}$ = ...\$1,095,000

(b) Annual Premium for second year = $\$1,095,000 \times \$5.00 \text{ (per } \$100) \times 1.00$ = ... \$54,750

(c) Short Rate Percentage for 185 days 61%

(d) Short Rate Premium for incomplete second year = $\$54,750 \times .61$ = ... \$33,398

(e) Total Standard Premium = $\$50,000 + \$33,398$ = ... \$83,398

(f) Minimum Retrospective Premium \$83,398

Explanation: The Total Standard Premium is the Minimum Retrospective Premium and also is used to determine the Basic Premium and, if applicable, the Excess Loss Premium and Retrospective Development Premium.

(g) Maximum Retrospective Premium

Explanation: The Maximum Retrospective Premium is based on the Total Standard Premium without the short rate factor, extended pro rata to a three year basis.

Calculation:

(i) Standard Premium for completed year \$50,000

(ii) Standard Premium for 185 days = $\$555,000 \times \$5.00 \text{ (per } \$100) \times 1.00$ = ... \$27,750

(iii) Standard Premium for 185 days extended pro rata to an annual basis = $\$27,750 \times \frac{365 \text{ days}}{185 \text{ days}}$ = ... \$54,750

(iv) Total Standard Premium = $\$50,000 + \$54,750$ = ... \$104,750

(v) Total Standard Premium extended pro rata to a three year basis = $\$104,750 \times \frac{3}{2}$ = ... \$157,125

(iv) Maximum Retrospective Premium = $\$157,125 \times 1.60$ = ... \$251,400

Effective January 1, 2021

NOTICE OF ELECTION OF RETROSPECTIVE RATING PLAN

The undersigned certify that the named insured has elected the use of the Retrospective Rating Plan as detailed below. It is also certified that the insured understands all terms, conditions and provisions of the Plan, including the method of premium computation, payment, and penalties for cancellation.

The Plan shall apply to all policies indicated below effective _____

1. Name of Insured _____

2. Address of Insured _____

3. Policy Number(s) _____ Effective Date(s) _____

4. Indicate:
A. Minimum Premium Factor _____
B. Maximum Premium Factor _____
C. Loss Conversion Factor _____

5. Standard Premium:
A. New Jersey Workers Compensation _____
B. Countrywide Workers Compensation _____
C. Other Commercial Casualty Insurance _____

6. Term of Plan (Indicate A or B)
A. 1 Year B. 3 Year

7. Type of Plan (Indicate A, B, or C)
A. Retrospective Rating
B. NJ Wrap—Up Construction Project (enter details in 12)
C. Large Risk Alternative Rating Option

8. Loss Limitation (if applicable)

9. Do Retrospective Development Factors apply? Yes _____ No _____

10. Does ALAE Option Apply? Yes _____ No _____

11. States to which Plan applies _____

12. Indicate an special conditions which apply to the Plan elected for this insured: _____

Name of Carrier: _____

Signature of Carrier Date

Signature of Insured Date

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Effective April 15, 2021

PART THREE

SECTION 13. STATISTICAL PLAN

General Rules

1. Introduction. The provisions of this Plan shall govern the reporting of experience in accordance with N.J.S.A. 34:15-91.

2. Effective Date. Except as otherwise provided in this Section, the Plan shall apply to all policies issued on or after January 1, 1935.

3. Reportings Required. An original or first reporting of experience on each and every policy effective prior to January 1, 2001 with scheduled second through fifth reportings is required. Beginning with policies effective January 1, 2001 and all policies thereafter, an original or first reporting of experience with scheduled second through tenth reporting is required. The required reports shall be filed with:

*Compensation Rating and Inspection Bureau
60 Park Place
Newark, NJ 07102*

The reports shall not include experience on policies of Deductible Average Insurance which is not permissible in New Jersey, nor shall they include experience on policies of Excess Insurance which may only be written as respects duly qualified self-insurers (N.J.S.A. 34:15-77) and which are not within the scope of these rules. The effects of reinsurance, if any, shall be excluded from the reported experience.

4. Scope of Report. The first report of each policy shall set forth the audited basis of premium, the rates and other elements of premium charged. Each claim on which any indemnity is incurred shall be individually set forth showing the total indemnity cost. Any medical only claim from a policy effective on or after January 1, 2013, or from a policy effective prior to January 1, 2013 which is either open or exceeds \$500, shall be individually set forth showing the total medical cost incurred. Medical only claims from policies effective prior to January 1, 2013 which individually amount to \$500 or less may be reported in total for each manual code number, except on those cases that were previously reported individually. Subsequent reports shall set forth any changes which have occurred in any of the items previously reported.

5. Special Rules and Procedure Applicable in Certain Cases. Special Rules apply to each of the following as provided in the respective special rules of this Section.

- (a) Special rules apply to the reporting of three year policies, in accordance with 3:13-85 of this Manual.
- (b) Special rules apply on policies covering liability under the United States Longshore and Harbor Workers' Compensation Act in accordance with 3:13-86 of this Manual.
- (c) An annual call for calendar year total experience will be made on or about December 15. The forms and procedures will be included in the call.
- (d) A special midyear call for premium writings will be made on or about June 15 of each year. The forms and procedures will be included in the call.

6. Reporting of Statistical Experience. The reporting of statistical experience is only permissible in an electronic format utilizing the Workers Compensation Statistical Reporting Specifications (WCSTAT) in the WCIO Data Specifications Manual at www.wcio.org. Electronic Files shall be submitted via CDX, Secure File Transfer Protocol, NJCRIB Web upload, or Manage Data.

The NJCRIB FTP can be accessed from the Bureau website and experience can be submitted directly to the Bureau via NJCRIB FTP. CDX is a web based application used for the transmission of workers compensation insurance experience to data collection organizations. Users who opt to submit experience through CDX must be authorized by the Bureau to access the system.

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7. Valuation and Filing Dates. On the first report under any policy the claims are to be valued and the report is to be filed in accordance with the following table of scheduled dates.

NORMAL VALUATION AND FILING SCHEDULE FIRST REPORTS

Policy Effective			Claims to be Valued During		Reports to be Filed No Later Than		
Mo	Day	Yr	Mo	Yr	Mo	Day	Yr
Jan	y	x	Jul	x+1	Sep	15	x+1
Feb	y	x	Aug	x+1	Oct	15	x+1
Mar	y	x	Sep	x+1	Nov	15	x+1
Apr	y	x	Oct	x+1	Dec	15	x+1
May	y	x	Nov	x+1	Jan	15	x+2
Jun	y	x	Dec	x+1	Feb	15	x+2
Jul	y	x	Jan	x+2	Mar	15	x+2
Aug	y	x	Feb	x+2	Apr	15	x+2
Sep	y	x	Mar	x+2	May	15	x+2
Oct	y	x	Apr	x+2	Jun	15	x+2
Nov	y	x	May	x+2	Jul	15	x+2
Dec	y	x	Jun	x+2	Aug	15	x+2

On subsequent reports, claims are to be valued as of a date one year later than the preceding report. The subsequent report shall be filed one year later than the preceding report.

Identification of Reports

8. Report Number Code. Report the one-digit code corresponding to the policy valuation date. The proper sequencing for numbering consecutively is "1" through "9" and then "A".

	Code
Valued as of the 18th month after the month in which the policy became effective	1
Valued as of the 30th month after the month in which the policy became effective.	2
Valued as of the 42nd month after the month in which the policy became effective.	3
Valued as of the 54th month after the month in which the policy became effective.	4
Valued as of the 66th month after the month in which the policy became effective.	5
Valued as of the 78th month after the month in which the policy became effective.	6
Valued as of the 90th month after the month in which the policy became effective.	7
Valued as of the 102nd month after the month in which the policy became effective.	8
Valued as of the 114th month after the month in which the policy became effective.	9
Valued as of the 126th month after the month in which the policy became effective.	A

Termination reports are not required.

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9. Correction Sequence Number. Report the number that corresponds to the number of correction reports submitted within a particular report level. Exposure and loss corrections on the same level must be numbered consecutively.

The proper sequencing for numbering consecutively is "1" through "9" and then "A" through "Z". This number sequence will accommodate up to 35 corrections.

For non-corrections, report "0".

10. Correction Type. Report the one-position alphabetic code to identify the type of correction being submitted:

H—Header
E—Exposure
L—Loss
T—Total
M—Multiple record types

11. Replacement Report Code. Report Code "R" to indicate that the USR is reporting a previously submitted report. Replacement reports can only be filed if the status of the unit being replaced is "Rejected".

12. Carrier Code. The five-digit NCCI carrier number is required.

13. Policy Identification Number. Report the complete alpha/numeric policy number that uniquely identifies the policy and will make it possible to locate the policy records in the company files. This number must be identical to the number as set forth on the policy Information Page or as endorsed.

A given policy number shall not be repeated in a given policy year by the same carrier.

14. Effective Date, Expiration Date. The effective date should correspond exactly with that shown on the policy Information Page or endorsements attached thereto, in the case of an interstate policy endorsed after its effective date to provide coverage for New Jersey, the effective date reported in the associated data element shall be the effective date of the policy. The endorsement date, however, will be entered into the state effective date (3:13-16).

The expiration date shall be the expiration date shown on the policy Information Page unless the policy is cancelled. In that event, the cancellation date shall be recorded as the expiration date.

The format for the dates is YY MM DD.

15. Exposure State. The state code number "29" (New Jersey) should always be reported.

16. State Effective Date. Only to be used when NJ is added, mid term, to an interstate policy. In which case the endorsement effective date shall be reported.

17. Insured. Report the primary name of the insured as shown in Item 1 of the Policy Information Page or as endorsed. The name may be abbreviated.

18. Insured's Address. The address of the insured is optional.

19. Mod Effective Date. This date is always required and is normally the effective date of the policy. However, when a split period due to a rating effective date change is reported, report the appropriate rating effective date applicable to the respective exposure period. The format for the date is YY MM DD.

19a. Rate Effective Date. This date is always required and is normally the effective date of the policy. Where New Jersey coverage is endorsed mid-term to an interstate policy, this date must be equal to the State Effective Date. However, when a split period due to a rating effective date change is reported, this date must be equal to the Modification Effective Date for statistical classes which are controlled by the rating effective date. The format for the date is YY MM DD.

20. Policy Conditions. Report the one-character code for each of the following policy conditions.

20a. Three Year Fixed Rate Policy

N—This is not a three-year fixed rate policy.

20b. Multi-State Policy

Y—This is a multi-state policy.

N—This is not a multi-state policy.

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20c. Interstate Rated Policy

N—This is not an interstate rated policy.

20d. Estimated Audit

Y—This policy has an estimated exposure.

N—This policy does not have an estimated exposure.

U—Uncooperative

20e. Retrospective Rated Policy.

Y—This is a retrospective rated policy

N—This is not a retrospective rated policy

20f. Cancelled Mid-Term Policy

Y—This policy was cancelled mid-term.

N—This policy was not cancelled mid-term

20g. Managed Care Organization (MCO) Policy

Y—This is a managed care organization (MCO) policy.

N—This is not a managed care organization (MCO) policy.

Exposure and Premium

21. Exposure Coverage Act. Report the two-digit code that identifies the Act/Law or coverage for the exposure of the associated classification code.

00—For use with Statistical Codes

01—State Act or Federal Act excluding USL&H.

02—USL&H "F" or USL&H coverage on Non "F" classes.

21a. Split Period Code. Report the code used to indicate a change in the charged rates or modification factors due to a rating effective date change.

0—First exposure period

1—Second exposure period

2—Third exposure period

22. Classification Code. The Manual code number under which the basis of premium was actually audited and the insured billed shall be used even though such code number may be obsolete at the time of making the report. There cannot be more than one exposure record per unit for any classification code with the same manual/charged rate, exposure coverage act code, experience modification, rate effective date and modification effective date.

23. Exposures—Payroll Rated Risks. Exposures reported shall be audited payrolls, even on minimum premium policies, except in the following cases:

- (a) Instances where an audit is impracticable. Reports of this type shall always be accompanied by an explanation.
- (b) Instances where by reason of circumstances beyond the carrier's control, final audit has not been made up to the time of filing report. In such cases, exposure reported shall include audited payroll for periods audited, and estimated payroll for unaudited periods, and shall be the payroll on which the premium reported is based. The report shall be replaced by a final audit without further request, as soon as audited payrolls are available.
- (c) On policies where the experience modification has been changed subsequent to the inception date of the policy because of a change of the rating effective date or for any other reason, the exposure affected shall be appropriately separated as of the effective date of the change.
- (d) On policies or unit reports where no exposure has developed. In such cases the New Jersey governing class and its manual rate from the policy Information Page shall be reported.

Note: Report all exposures to the nearest dollar, counting fifty cents and over as an extra dollar.

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24. Uninsured Subcontractors. Where experience for uninsured subcontractors has been included on the experience report of a contractor, the payrolls, rates and premiums of each such subcontractor shall be reported in accordance with the Manual Rules (3:3-45).

25. Manual Rate. Report the rate actually charged that is effective as of the reported Rate Effective Date per unit of exposure for each classification code.

26. Classification Codes Subject to Experience Modification. All New Jersey business classifications and the following New Jersey statistical code numbers are subject to experience modification and shall be reported with the approved experience modification factor:

- 0998 Premium resulting from flat increase on outstanding policies due to Law Amendment (3:13-32)
- 6199 Additional Premium for Increased Limits Charges Part Two Coverage—Other than Maritime/ FELA (3:13-31a)
- 6198 Additional Premium For Increased Limits Charges Part Two Coverage-Maritime/FELA (3:13-31b)
- 9848 Additional Premium required to meet Part Two Coverage—Other than Maritime/FELA Minimum Charge (3:13-31a)

(a) Where two or three modifications have been approved for the policy period being reported, the second and third experience modifications, exposures, rates and premiums affected by them shall be shown on separate split periods.

26a. Classification Codes Not Subject to Experience Modification but Included in Total Standard Premium. The following New Jersey statistical code numbers are not subject to experience modification and the reported premiums are included in the "Total Standard Premium":

- 0931 Short Rate Penalty (3:13-33)
- 0990 Additional Premium to Equal Policy Minimum Premium (3:13-29a)
- 0910, 0913 Incidental Per Capita Premium (3:13-28)
- 6197 Additional Premium for Increased Limits Charges Part Two Coverage—Domestic Servant Classes
- 9849 Premium to Equal Admiralty/FELA Minimum Premium (3:13-29b)
- 9874 Premium Reduction Resulting from the Application of an Approved Managed Care Program (3:13-34F)
- 9046 Premium Credit resulting from the NJ Construction Classification Premium Adjustment Program (3:13-34G).
- 9887 Premium Credit resulting from the Schedule Rating Plan (3:13-34J)
- 9889 Premium Debit resulting from the Schedule Rating Plan (3:13-34K)

27. Non Standard Classification Codes. The premium reported for the following New Jersey statistical code numbers are not subject to experience modification and are not included in the "Total Standard Premium".

- 0063/0064 Premium Discount (3:13-30)
- 0900 Expense Constant (3:13-34)
- 0935 Second Injury Fund Surcharge (3:13-34A)
- 0936 Uninsured Employers Fund Surcharge (3:13-34A)
- 0937 Rejection of Voluntary Offer Surcharge (3:13-34D) - Applicable only to policies effective prior to July 1, 2013.
- 0942 Plan Premium Adjustment Program (3:13-34B)
- 0945 Retrospective Rating Program (3:13-34C)
- 9663 Deductible Premium Credit Amount (3:13-34E).
- 9740 Terrorism Premium Charge (3:13-34H)
- 9741 Catastrophe (Other than Certified Acts of Terrorism) Premium Charge (3:13-34I)
- 9757 Audit Noncompliance Charge (3:13-34L)

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28. Per Capita Classification—Incidental Experience. Incidental per capita premium on all risks shall be reported using Codes 0910 and 0913.

29. Minimum Premium.

(a) Other than Maritime or FELA

Where the earned premium including the expense constant, is less than the minimum premium, the additional premium necessary to make up the minimum premium shall be reported under statistical code number 0990.

Where only the expense constant premium or the policy minimum premium is shown, the governing code that underlies the policy shall be reported.

On interstate policies, where the minimum premium has been collected in another State, the earned premium must be reported on the basis of the audited New Jersey payrolls.

(b) Maritime or FELA

Where earned standard premium is developed under Maritime or FELA classifications and where such premium together with any Maritime or FELA increased limits charge (Code 6198) is less than the stipulated Maritime or FELA minimum premium cited in 3:6-14 of the Manual, the additional premium required to equal such separate minimum premium shall be reported under statistical code number 9849.

30. Premium Discount. Premium discount applied in accordance with 3:3-74 through 79 of this Manual shall be reported. Where discounts are applied, the amount of discount shall be assigned to statistical code number 0063 for Schedule Y discounts, or to statistical code number 0064 for Schedule X discounts.

31. Premium Charges for Part II

(a) Other than Maritime or FELA

Whenever limits of Part Two Coverage are higher than the provided Standard Limits, the additional policy premium charge based on the increase percentage for the higher limits shall be reported under code numbers 6197 and 6199 (for Domestic Servant Classes). In those cases where the calculated charge is less than the minimum charge for the selected limits, the additional premium required to balance to such minimum charge, shall be assigned to statistical code number 9848.

(b) Maritime or FELA

Whenever limits of Part Two Coverage higher than the Standard Limits are provided the additional policy premium charge based on the increase percentage for the higher limits shall be assigned to statistical code number 6198.

32. Additional Premium Resulting from Flat Increase on Outstanding Policies. For policies where the effect of a law amendment has been applied during the term of a policy as a flat increase on total premium for the unexpired portion, the additional aggregate premium resulting from the flat increase shall be reported on a manual rate basis prior to application of any experience modification and shall be assigned to Code 0998. The exposure and manual rate shall be reported as zero.

33. Cancellation—Pro Rata or Short Rate. Where policies are cancelled prior to normal expiration, the effective date of cancellation shall be reported as the "Expiration Date." Where a policy is cancelled short rate in accordance with 3:3-80 of this Manual the actual payroll, rate and premium shall be reported without adjustment. The additional premium obtained by application of the short rate cancellation table is the short rate penalty premium which shall be assigned to statistical code number 0931.

34. Expense Constant. The New Jersey expense constant premium determined in accordance with 3:3-57 through 60 of this Manual shall be assigned to statistical code 0900.

34a. Surcharges. The Second Injury Fund and Uninsured Employers Fund surcharges shall be reported and identified as 0935 and 0936, respectively. The charges are determined by the application of the appropriate surcharge rate to the **modified** premium as described in **3:3-56** of this Manual.

34b. Premium Resulting from the Application of the Plan Premium Adjustment Program. The additional premium resulting from the application of the Plan Premium Adjustment Program in accordance with 3:14-8, subparagraph 13, of this Manual shall be assigned to Statistical Code (0942).

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34c. Retrospective Rating Premium for Risks Electing Retrospective Rating. The Retrospective Rating premium for policies written in accordance with 3:12 of this Manual shall be assigned to Statistical Code (0945). Carriers shall report Retrospective Rating Premium for New Jersey workers compensation and employers liability policies only.

34d. New Jersey Workers Compensation Insurance Plan Surcharge. For policies effective prior to July 1, 2013, the rejection of a voluntary coverage offer of insurance by an Employer insured in the New Jersey Workers Compensation Insurance Plan is subject to a surcharge of 15% of the standard premium. Such surcharge shall be assigned to Statistical Code (0937).

34e. Deductible Premium Credit Amount. Report the premium credit amount (standard premium - deductible premium) resulting from the application of the Large Risk—Large Deductible Program in accordance with 3:10-A of the Manual shall be assigned to statistical code (9663).

34f. Approved Managed Care Premium Reduction. The premium reduction resulting from the application of a managed care program in accordance with 3:10B of this Manual shall be assigned to Statistical Code (9874).

34g. NJCCPAP Premium Credit Amount. Premium credit resulting from the application of the NJ Construction Classification Premium Adjustment Program in accordance with 3:8-8 of this Manual shall be assigned to statistical code (9046).

34h. Terrorism Premium Charge. The premium resulting from the application of the Terrorism rate in accordance with 3:9 of this Manual shall be assigned to statistical code (9740).

34i. Catastrophe (Other than Certified Acts of Terrorism) Premium Charge. The premium resulting from the application of the Catastrophe (other than Certified Acts of Terrorism) rate in accordance with 3:9 of the Manual shall be assigned to statistical code (9741).

34j. Schedule Rating Premium Credit. The premium credit resulting from the application of the Schedule Rating Plan in 3:10C of this Manual shall be assigned to statistical code (9887).

34k. Schedule Rating Premium Debit. The premium debit resulting from the application of the Schedule Rating Plan in 3:10C of this Manual shall be assigned to statistical code (9889).

34l. Audit Noncompliance Charge. The premium resulting from application of the Audit Noncompliance Charge in accordance with 3:3-85 of this Manual shall be assigned to statistical code (9757).

Identification and Definition of Claims

35. Claim Number. Each claim on which any indemnity has been incurred shall be reported individually and identified by an alpha/numeric number that uniquely identifies the specific claim. Each medical only claim from policies effective on or after January 1, 2013, or from a policy effective prior to January 1, 2013 which is either open or exceeds \$500, shall be reported individually and identified by an alpha/numeric number that uniquely identifies the specific claim.

The complete claim number must remain the same throughout the life of the claim.

36. Accident Date. Except as noted below, the month, day and year on which the accident occurred shall be reported for each individual claim.

In cases involving disease the claim shall be assigned to the latest policy year during which there was exposure by the employee.

The date of accident shall fall within the policy period. The format for the date is YY MM DD.

37. Class to Which Accident is Assigned. The code number to which the particular claim has been assigned shall be reported. In this connection it shall be observed that no claims shall be charged to a classification for which no exposure is reported.

In cases where losses have been incurred under the benefits of a state other than where the payroll is assigned the claim shall be assigned to the state where the payroll is assigned identifying the claim as stipulated in 3:13-54.

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38. Type of Injury Coding. Report the 2-digit code which identifies the type of benefits that are paid or expected to be paid:

- 01 - Death
- 02 - Permanent Total Disability
- 03 - Major Permanent Partial Disability
- 04 - Minor Permanent Partial Disability
- 05 - Temporary Total Disability
- 06 - Non-Compensable Medical Claims
(also known as Medical Only Claims)

39. Death. The amount reported for indemnity shall include all paid and outstanding benefits as of the valuation date including burial expenses subject to statutory minimum and maximum rates. Any compensation paid to the deceased prior to the death shall also be included. Do not enter as a Death case any case where it has been established that the company has no liability for the death.

- (a) **Death Cases—New Jersey Workers Compensation Law.** The incurred indemnity cost shall include a life pension to provide for benefits payable to the spouse for the entire period of survivorship. The cost of the life pension shall be determined on the basis of the Surviving Spouse's Pension Table A found in 3:13-88.

EXAMPLE OF VALUATION OF STATE DEATH CASES

Date of Valuation	10/1/14				
Date of Death	5/1/13				
Employee's Wage	\$600				
Age of Widow nearest date of death	44				
Age of Child nearest date of valuation	18				
Age of Child nearest date of valuation	12				
Age of Brother nearest date of valuation	73				
Age of Father nearest date of valuation	98				
a) Number of Dependents	1	2	3	4	5
b) Type of Dependent (code)	Widow (2)	Son (4)	Daughter (4)	Brother (5)	Father (6)
c) Age nearest Valuation Date	46	18	12	73	98
d) Benefit Years	18.130*	5**	6**	9.164***	2.206***
	x 52	x 52	x 52	x 52	x 52
e) Benefit Weeks	943	260	312	477 (450)	115
f) Rate of Wage	70% of the average weekly wage subject to minimum and maximum rates				
g) Future Payments	[e (highest number weeks) x f]				\$396,060
h) Accruals if any (indemnity amounts incurred prior to valuation date but not yet paid)	\$15,120				
i) Pension payments to valuation date	\$6,720				
j) Burial cost	\$3,500				
k) Legal expenses—claimant	\$3,000				
l) Lump sum remarriage payment	none				
m) Total Incurred Indemnity (sum of g thru m)	\$424,400				

- (b) **Death Cases—United States Longshore and Harbor Workers Compensation Act.** In valuing surviving spouse's benefits the Surviving Spouse's Pension Table B found in 3:13-88 shall be used. In valuing the portion of the reserve for the lump sum dowry the Present Value of Remarriage Dowry, Table C found in 3:13-88 shall be used. In valuing the portion of the reserve for claims where there is no surviving spouse where benefits are payable for life to a parent, brother or sister, Table F found in 3:13-88 shall be used.

* From Table A. In using Table A the age of the widow nearest date of death is used to obtain the proper LINE. In this case the age of the widow nearest age date of death is 44. The proper COLUMN is based on the value of [x] which is equal to the difference in number of years between the date of valuation and the date of death. In this case the difference is 17 mos. (10/01/14—5/01/13). Thus, the value of [x] is + 2 so that the third COLUMN is applicable.

** Dependent children are entitled to receive benefits until age 18 (age 23 if student). Thus, in the example son (23 - age 18) = 5 years and daughter (18 - age 12) = 6 years.

*** When estimating the cost for a dependent other than spouse or child (code 5, 6 and 9) it is necessary to consider whether the age of the dependent will logically permit payment for the maximum of 450 weeks or 8.654 years. For this purpose it is necessary to use Table D.

**** Subject to the maximum benefit rate (75% SAWW) and the minimum benefit rate (20%SAWW).

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EXAMPLE OF VALUATION OF USL DEATH CASES

Employee's Wage	\$1200
Rate of Compensation	50%
Initial Weekly Benefit	\$600
Date of Accident and Death	12/29/12
Spouse's Birth Date	8/18/71
Calculations:	2nd Report
(1) Valuation date	2/1/15
(2) Spouse's age nearest accident date	41
(3) Duration since accident date (whole yr.)	1
(4) Weekly benefit	\$649
(5) Annual benefit (4) x 52	\$33,748
(6) Present value (Table B)	37.830
(7) Present value future: payments (5) x (6)	\$1,276,687
(8) Two year remarriage : payment (5) x 2	\$67,496
(9) Present value (Table C)	0.1874
(10) Present value future remarriage payments (8) x (9)	\$12,649
(11) Payment to future valuation date	\$35,802
(12) Funeral Allowance	\$3,000
(13) Total incurred loss (7) + (10) + (11) + (12)	\$1,328,138

40. Permanent Total Disability—Defined. Enter as Permanent Total each case which has been adjudged to constitute permanent total disability, or which in the judgment of the carrier will result in permanent total disability. In any case, the following shall constitute permanent total disability—loss of both hands, both arms, both feet, both legs, both eyes or any two thereof.

41. Permanent Total Disability Cases—New Jersey Workers Compensation Law. In valuing the disabled life portion of the reserve for a Permanent Total Case where benefits are payable for life, Table D or Table E (State, Female or Male) found in 3:13-88 shall be used. The incurred indemnity cost shall be the sum of the outstanding amount as of the valuation date and the amount paid or accrued to the valuation date. The total incurred indemnity shall not be less than 450 weeks of compensation at the compensation rates applicable to the injured.

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Example of Valuation of a State Permanent Total Disability Case

Policy Date	1/01/13
Date of Birth:	6/15/73
Date of Accident:	9/02/13
Weekly Benefit:	\$350
Gender:	Female

Calculations:
2nd Report

(1) Valuation date	7/01/15
(2) Employee's age nearest date of valuation	42
(3) Annual payment of weekly benefit x 52	\$18,200
(4) Present value \$1.00 per year from Table D	20.988
(5) Present value future payments (3) x (4)	\$381,982
(6) Payments since 9/02/03	\$36,400
(7) Any Non-Pension Incurred Loss	\$2,600
(8) Total Incurred Loss Cost (5) + (6) + (7)	\$420,982

Permanent Total Disability Cases—United States Longshore and Harbor Workers' Compensation Act. In valuing the disabled life portion of the reserve for a Permanent Total Case where the benefits are payable for life, Table D or Table E (USL, Female or Male) found in 3:13-88 shall be used. In valuing the portion of the reserve where survivorship benefits are payable, the Present Value of Survivorship Benefits Table F (USL) found in 3:13-88 shall be used.

Example of Valuation of a USL Permanent Total Disability Case

Employee's Wage Before Injury:	\$750
Rate of Compensation—Total Disability:	66.67%
Rate of Compensation—Death	50%
Date of Accident:	5/01/13
Employee's Birth Date:	3/16/72
Spouse's Birth Date:	5/02/74
Gender:	Female

Calculations:
2nd Report

(1) Valuation date	7/01/15
(2) Employee's age nearest date of valuation	43
(3) Difference in ages (Spouse-Employee)	-2
(4) Weekly Benefit	\$521
(5) Annual Benefit (Weekly Benefit x 52 weeks)	\$27,092
(6) Present value of \$1.00 per year escalated (from Table E)	43.403
(7) Present value of future payments (5) x (6)	\$1,175,874
(8) Annual survivorship benefit \$750 x 50% x 52 wks.	\$19,500
Present value of \$1.00 per year escalated survivorship benefit (from Table F) using (2) and (3) above	10.371
(9) Present value of survivorship benefits (8) x (9)	\$202,235
(10) Payments since 5/01/13	\$54,184
(11) Total incurred indemnity loss (7) + (9) + (10)	\$1,432,293

42. Major Permanent Partial Disability. The following shall be classified as major disabilities:

- a) Every permanent injury not constituting permanent total disability, which involves impairment to the extent of 181 weeks or more of compensation.

In the event of multiple injuries sustained for one claim the determination of whether the claim should be classified as a major (Injury Code 3) shall be based on the combined number of permanent partial weeks.

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- b) Any death or permanent total claim of questionable compensability and/or where the incurred loss is not valued in accordance with 3:13-39, 40 or 41 of this Manual.

The amount entered as compensation incurred shall include all loss payments incurred on account of major permanent injuries including schedule benefits and compensation for temporary disability.

43. Minor Permanent Partial Disability. Enter as Minor Permanent Partial Disability all permanent disability claims not involving permanent total disability or major permanent disability as defined above. The amount entered as compensation shall include all loss payments incurred on account of minor permanent injuries including schedule benefits and compensation for temporary disability.

44. Temporary Total Disability. Enter all cases which extend beyond the waiting period specified in the Act, and which are known not to have involved any permanent injuries. The amount shall include only the compensation payments incurred on account of temporary injuries. Temporary disability payments in connection with permanent injuries shall be included with other payments made on such claims as described in 3:13-41 through 43.

Note: Claims classified as temporary total shall include those injuries where the total indemnity amount only represents time lost from work. Claims involving temporary total and permanent partial shall be classified as major or minor permanent partial disabilities. Although temporary indemnity may be present with other types of injury. The temporary total category must only be used when the only indemnity involved is time lost from work.

45. Medical Cost on Compensable Claims. Report the medical payments incurred in connection with each compensable claim. Medical shall include all payments to doctors and hospitals as well as physical rehabilitation costs and any reserve for such future payments, but shall not include any claim expense.

46. Medical Only. Medical only claims from policies effective on or after January 1, 2013, and from policies effective prior to January 1, 2013 which are open or where the incurred cost exceeds \$500, shall be reported individually. Except as noted below, closed medical only claims from policies effective prior to January 1, 2013 where the incurred cost is less than \$500 shall be reported in aggregate by code number in the following manner:

- (a) Report the number of claims reported as a grouped loss for the Claim Count.
- (b) The appropriate loss classification code number shall be reported.
- (c) Report Type of Injury Code "06".
- (d) Report the amount of medical only for the grouped claims for the assigned loss classification code number.

Exception: For policies effective prior to January 1, 2013, closed medical only claims of \$500 or less reported under Catastrophe Number 48 or Catastrophe Number 87 must be grouped separately and reported with "48" or "87" as the Catastrophe Number. For a definition of losses included under Catastrophe Number 48 and Catastrophe Number 87, see 3:13-55 of this Manual.

47. Expenses—Excluded from Losses. Expenses must be excluded from losses except as noted in 49. below.

Medical or legal expenses incurred for the benefit of the carrier shall be treated as loss adjustment expense. For expenses developed for the benefit of the claimant, refer to 49. below.

- (a) Allocated Loss Adjustment Expenses.** Allocated Loss Adjustment Expenses encompass the following costs of a carrier which can be directly allocated to a particular claim:

1. Fees of attorneys or other authorized representatives where permitted for legal services, whether by outside or staff representative.
2. Court, Alternate Dispute Resolution and other specific items of expense such as:
 - Medical examinations of a claimant to determine the extent of the carrier's liability, degree of permanency or length of disability;
 - Expert medical or other testimony; Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates, medical treatment records;
 - Arbitration fees; Surveillance;
 - Appeal bond costs and appeal filing fees.

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3. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employer for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include:

Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home skills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills.

Hospital and other treatment utilization reviews, including pre-certification/ pre-admission, concurrent or retrospective reviews.

Preferred provider network/organization expenses.

Medical fee review panel expenses.

4. Expenses which are not defined as losses and are directly related to and directly allocated to the handling of a particular claim for services which are required to be performed by statute or regulation.

(b) Unallocated Loss Adjustment Expenses. Unallocated loss adjustment expenses are loss adjustment expenses that are not defined above. These include but are not limited to:

1. Carrier employees' salaries, overhead and traveling expenses which are considered loss adjustment expense and are not incurred while doing activities previously listed as allocated expenses.
2. Fees to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjuster) for developing and investigating a claim so that a determination can be made of the cause, extent of responsibility for the injury or disease, including evaluation and settlement of covered claims.
3. Any penalty or legal fee assessed against the carrier because of unreasonable or negligent delay in the payment of benefits shall not be included in the cost of the claim. Such assessments shall be considered as an element of expense.
4. Special adjustment benefits for permanently and totally disabled workers (N.J.S.A. 34:15- 12(b)) and special adjustment benefits for surviving dependents of workers compensation recipients (N.J.S.A. 34:15-13) made pursuant to P.L. 1980c83 shall not be included in the cost of a claim. Credit for such payments is allowed by the Second Injury Fund through the tax assessments made to carriers.

48. Approved Managed Care Loss. The incurred cost of claims (3:13-50) under a managed care program shall be identified using the appropriate code shown in 3:13-56 of this Manual.

49. Expenses—Included in Losses.

- (a) **Fees.** Whenever the award of the Judge or Referee includes the cost of witness fees, attorney fees, or medical witness fees to the injured, pursuant to N.J.S.A. 34:15-64, the amounts so awarded shall be added to and included with the compensation item entered on the experience report. Stenographic fees, if any, shall not be included as loss payments or reported in any way on the experience report. Such fees shall be regarded as claim expense.
- (b) **Vocational rehabilitation costs** shall be included in the indemnity portion of the claim cost. Vocational rehabilitation costs are those involved with returning an injured worker to gainful employment. Such costs may include educational and training expenses as well as costs involved in making physical alterations to the residence of the injured worker to accommodate the nature of the injury.
- (c) **Physical rehabilitation costs** shall be included in the medical portion of the claim costs. Physical rehabilitation costs are those involved with restoring an injured worker to a healthy status. Such costs may include physical therapy, prosthesis, and medical equipment such as wheel chairs and crutches.
- (d) When a carrier maintains a **rehabilitation facility** or is otherwise directly involved in rehabilitation activities, the cost of each service or activity shall be included in the incurred cost of the claim in accordance with a fixed schedule of charges per service or activity. When such services are performed by outside vendors, the cost of such services shall be included in the incurred cost of the claim. In either event such costs shall be allocated to the incurred indemnity and medical portions of the claim based on the type of service or activity involved as defined above.

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50. Incurred Cost of Claim. Report Incurred Indemnity as the total of all paid and outstanding compensation. Report Medical Incurred as the total of all paid and outstanding medical. The outstanding cost shall be the company's individual estimates of future payments. Expenses and any general loadings for contingencies shall be excluded, except as defined in paragraph 49 above.

With regard to the Large Risk—Large Deductible Plan, the incurred losses are to be reported on a gross basis (prior to the application of the deductible).

51. Capitation Based Costs. Where an approved managed care program is used, any administrative fees or capitation fees are not to be reported as losses. Administrative fees and net medical capitation fees shall be regarded as unallocated loss adjustment expense. Net medical capitation fees shall be the fees paid reduced by the value of actual medical services provided by the managed care organization, but not less than zero.

52. Open or Closed Status Code. Open claims shall be designated by the Number "0" and closed claims by the Number "1". A claim shall be considered closed when final payment has been made.

53. Loss Conditions. Report the two-digit code for each of the following loss conditions.

53A. Act.

- 01—State Act Or Federal Act Excluding USL&H
- 02—USL&H Coverage on "F" and Non "F" classes

53B. Type of Loss.

- 01—Trauma
- 02—Occupational Disease
- 03—Cumulative Injury other than Disease

(a) Trauma. An injury resulting in disability or death which is traceable to a definite compensable accident occurring during the employee's employment which cannot be classified as either a Disease Loss or Cumulative Injury as defined below.

(b) Occupational Disease. Any condition resulting in disability or death which is not traceable to a definite accident occurring during the employee's employment. The condition is caused by exposure to a disease-producing agent or agents present in the worker's occupational environment.

It is intended that, in order for a claim to be coded as a disease claim, it must have resulted from repetitive exposure extending over a period of time. It is not intended that claims which arise from single identifiable incidents be coded as disease claims even though they may have been caused by inhalation, absorption, ingestion or environmental factors.

(c) Cumulative Injury Other Than Disease. Any injury which results in a disability or death and is not traceable to a definite compensable accident occurring during the employee's employment. The injury occurs from, and is aggravated by, a repetitive employment-related activity.

53C. Type of Recovery.

- 01—No Recovery
- 02—Second Injury Fund Only
- 03—Subrogation Only (Third Party)
- 04—Subrogation with Second Injury Fund (Third Party)

53D. Type of Claim.

- 01—Workers Compensation (Part One) Only.** Claim incurred under provisions of Part One of Workers Compensation & Employers Liability Insurance Policy.
- 02—Employers Liability (Part Two) Only.** Claim incurred under provisions of Part Two of Workers Compensation & Employers Liability Insurance Policy.
- 03—Combination of Workers Compensation (Part One) & Employers Liability (Part Two).** Claim incurred under provisions of both Part One and Part Two of Workers Compensation & Employers Liability Insurance Policy.

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04—Liability Over. Refers to a particular Employer's Liability coverage situation where a third party, who is being sued by an employee, in turn sues the employer. Any damages incurred to the employer are classified as liability over, and are in addition to compensation payments made to the injured employee.

53E. Type of Settlement.

00—Claim not subject to settlement

03—Stipulated Award (carrier/claimant settlement)

04—Findings and Award (judicial award)

05—Dismissal or take nothing

06—Compromise Settlement (N.J.S.A. 34:15-20)

(a) Stipulated Award. A settlement agreed to by the claimant and the carrier.

(b) Finding and Award. An award issued by a Judge of Compensation on evidence presented.

(c) Dismissal or Take Nothing. A claim dismissed after judicial review or the claimant fails to pursue the claim.

(d) Compromise-Section 20. A judicial settlement over the issues of applicability and extent of injury in accordance with N.J.S.A. 34:15-20.

54. Jurisdiction State. Report the two-digit state code to identify the jurisdiction that will administer the claim and whose statute will apply to the claim adjustment process when the jurisdiction state is not New Jersey (29) but New Jersey is indicated in the exposure state.

55. Catastrophe Number. Any accident resulting in a compensable injury to two or more persons shall be considered a catastrophe. In reporting catastrophes, all claims (indemnity as well as medical only) resulting from the accident shall be designated by reporting the Catastrophe Number as "01". If there is more than one catastrophe under the policy, each succeeding catastrophe shall be designated by means of a serial number (02), (03), etc., up to and including (10). After the number (10) is assigned the next number in the sequence will reprocess to number (01). Numbers (11) through (99) are reserved for assigned catastrophe codes.

Definition/Exception. Report Catastrophe Number 12 for all claims attributable to COVID-19 Coronavirus with Accident Dates of December 1, 2019 and subsequent.

56. Managed Care Organization Type. Report the two-digit code to identify if the claim is or is not administered by an Approved Managed Care Organization.

00—Claim not administered by an approved managed care organization program.

01—Claim is administered by an approved managed care organization program.

57. Injury Description Codes. Beginning with policies effective January 1, 2006 and for all policies effective thereafter, report the two-digit codes that represent the Part of Body, Nature of Injury and Cause of Injury for all claims except for closed medical only claims that can be grouped in accordance with 3:13-46 of this Manual. The Injury Description Codes should not be completed for the closed medical only claims that can be grouped. The Injury Description Codes are not required for any claim from policies effective prior to January 1, 2006. The two-digit codes for Part of Body, Nature of Injury and Cause of Injury can be found in the Injury Description Code Table in 3:13-88 of this Manual.

58. Occupation Description. Report a narrative description of the regular occupation of the injured worker.

59. Paid Indemnity. Report the whole dollar amount of paid indemnity for the claim as of the loss valuation date. These losses consist of all paid benefits due to an employee's lost wages or inability to work, including compensation paid to a deceased prior to death, burial expense, claimant's attorney fees, vocational rehabilitation benefits, payments to the state and employers liability losses and expenses.

Note: ALAE for other than employers liability coverage must be excluded from indemnity losses.

60. Paid Medical. Report the whole dollar amount of medical losses paid for the claim as of the loss valuation date.

61. Claimant's Attorney Fees. Report the whole dollar amount paid plus outstanding reserves for claimant's legal representation during the settlement of the claim as of the loss valuation date.

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62. Employer's Attorney Fees. Report the whole dollar amount paid plus outstanding reserves for employer's legal representation during the settlement of the claim as of the loss valuation date. This field is to be reported at the option of the carrier.

63. Weekly Wage. Report the actual weekly wage amount at the date of the injury upon which the indemnity benefits are based. Report whole dollars only. This field is to be reported at the option of the carrier.

64. ALAE Paid. Report the whole dollar amount of loss adjustment expense allocated and paid by an insurance company when handling a claim as of the loss valuation date.

65. ALAE Incurred. Report the whole dollar amount of loss adjustment expense allocated and paid or reserved by an insurance company when handling a claim as of the loss valuation date. This field is to be reported at the option of the carrier, but is required when ALAE Paid is reported.

66. Total Paid Indemnity. Report the total of the paid indemnity amounts reported for the state within the policy. In the case of corrections and subsequent reports, this must be the revised total.

67. Total Paid Medical. Report the total of the paid medical amounts reported for the state within the policy. In the case of corrections and subsequent reports, this must be the revised total.

68. Total Claimant's Attorney Fees. Report the total of the incurred claimant's attorney fees reported for the state within the policy. In the case of corrections and subsequent reports, this must be the revised total.

69. Total Employer's Attorney Fees. Report the total of the incurred employer's attorney fees reported for the state within the policy. In the case of corrections and subsequent reports, this must be the revised total. This field is to be reported at the option of the carrier.

70. Total ALAE Paid. Report the total of paid ALAE reported for the state within the policy. In the case of corrections and subsequent reports, this must be the revised total.

71. Total ALAE Incurred. Report the total of the incurred ALAE reported for the state within the policy. In the case of corrections and subsequent reports, this must be the revised total. This field is to be reported at the option of the carrier, but is required when Total ALAE Paid is reported.

72. Employers Liability Loss Adjustment Expenses. Employers liability losses include allocated loss adjustment expenses, as defined in 47 (a) above. The entire amount of losses and allocated loss adjustment expenses shall be reported as incurred losses on the unit report.

73. Joint Coverage Claims. Where two or more carriers are called upon to contribute to the compensation payment either because they insured the co-employers of the injured employee or because the several carriers have issued duplicate coverage to the same employer, the accident shall be reported by each carrier as a single occurrence and the net amount for which the reporting carrier is held liable shall be reported in the appropriate field. A letter shall be submitted covering each such claim, indicating the names of all carriers contributing toward the total loss payments incurred.

74. Lump Sum Settlements. Where a claim is closed by the payment of a lump sum representing the discounted or commuted value of a specific award or benefit, the actual loss payment shall be reported.

75. Subrogation. A recovery action in which losses incurred by a carrier due to the injury of an employee are reimbursed either in part or in whole by a third party. For all claims where recovery is obtained include each claim at a figure equal to the net liability incurred; provided, however, that where the entire cost of any claim is recovered, the claim shall not be reported. When a subrogation recovery is received by the carrier subsequent to the first reporting of the claim, a correction report must be filed reducing the incurred cost on the claim by the amount of the subrogation recovery received. Such reporting shall be promptly filed, without delay, no later than forty-five days after knowledge of the claim development.

The net liability incurred shall be determined by deducting from the gross incurred cost, prior to recovery, the amount recovered (and/or credit actually allowed against unpaid amounts) through subrogation less any claim expense incurred in obtaining such recovery. The net liability incurred shall be apportioned to indemnity and medical in the same proportion as the gross incurred cost. See below:

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SAMPLE SUBROGATION CALCULATION

	Total	Indemnity	Percent of Total	Medical	Percent of Total
Gross Incurred Costs*	\$15,140	\$12,613	83%	\$2,527	17%
Subrogation Received					
Recovery Amount	\$3,785				
Future Credit**	\$9,625				
Gross Recovery	\$13,410				
Claim Expense	\$295				
Net Recovery	\$13,115				
Net Cost***	\$2,025	\$1,681		\$344	

Revised Reports

76. Replacements Reports—Where Required. Replacement reports can only be filed if the status of the unit report being replaced is "Rejected". Report an "R" in the Replacement Report Code field to identify the new report as a replacement report being submitted in response to a unit report that has been rejected.

77. Subsequent Reports—Where Required. Subsequent reports shall be filed in accordance with the schedule in 3:13-7 of this Manual for each policy where any open claim was previously reported or where there are any previously unreported or reopened claims or where there is any other change in the valuation of claims. Where a claim was previously reported as a separate item and identified with a claim number, it is necessary to continue to report subsequent developments on an individual claim number basis notwithstanding the fact that the claim may have been closed for medical only. Under no circumstances shall a claim from a policy effective prior to January 1, 2013, once individually identified, be included in subsequent reports, in the aggregate medical only item.

78. Corrections—Where Required. Correction reports shall be promptly filed without delay whenever there is an error of any kind on a report previously filed, whether such error is discovered by the carrier or by the Rating Bureau.

Where the exposure previously reported has been changed because the previous report was estimated, or by a re-audit or any other adjustment affecting code numbers, payrolls or premiums, a correction report shall be promptly filed without delay, no later than forty-five days after the exposure has been updated showing the code numbers on which there has been a change as well as the total payroll and premium for all code numbers.

It shall not be permissible to revise values because of developments in the nature of injury between two valuation dates, except for the following conditions:

- (a) If loss values are included or excluded through mistake other than error of judgment, or
If loss values are included, and
- (b) The claimant has recovered in an action against a third party, provided the reported net loss is less than the total incurred loss previously used in the rating, or
- (c) A claim has been officially dismissed by judicial or appropriate departmental ruling (1) as non-compensable or (2) for lack of prosecution where the statute of limitations has expired, or
- (d) The statute of limitations has expired and the claim has been closed with no payment other than medical.
- (e) A settlement has been approved in accordance with N.J.S.A. 34:15-20 of the New Jersey Workers' Compensation Law where the issue involves question of jurisdiction, disability, causal relationship or dependency of the petitioner.

* Value of the claim had there been no recovery.

** Future credits are the credits against outstanding payments that would otherwise have had to be made if there were no subrogation recovery. This credit cannot exceed the amount of the outstanding payments.

*** The division of the net cost between indemnity and medical is to be reported on the correction Unit Report.

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- (f) A claim valued on a life pension basis is settled on a basis other than a life pension.
- (g) A claim should have been reported with Catastrophe Number 12. For a definition of losses included under Catastrophe Number 12, see 3:13-55 of this Manual.

Where the loss previously reported has changed due to any of the above conditions, a correction report shall be promptly filed, without delay, no later than forty-five days after knowledge of the claim development.

79. Revised Reports—Preparation of USR. A standard (previous and revised) procedure is available for the preparation of revised reports. This procedure requires the appropriate Update Type designations.

80. Update Type. Report the one-position alphabetic code that identifies the reporting subsequent or correction activity of an exposure or loss record.

P—Previous

R—Revised

81. Revised Reports—Preparation of USR. Revised reports shall include the items which were previously reported and the corresponding revised items.

- (a) **Exposures and Losses.** Where there is a change in any of the data previously reported for a particular exposure, individual claim or grouped medical losses, the corrected report shall indicate both changed and unchanged elements for the associated exposure or loss.
 - (i) **Additions.** To add a new exposure, individual claim or grouped medical losses, all applicable data elements are to be reported along with an "R" in the update type element.
 - (ii) **Deletions.** To eliminate exposure and loss information the following key data elements must be reported along with a "P" in the update type element:
 - existing exposure.—class code, coverage (ACT) code and split period code.
 - individual claim.—claim number, accident date and class code.
 - grouped medical losses.—class code, injury type, loss conditions (ACT).
 - (iii) **Changes.** To change an existing exposure, individual claim or grouped medical losses, both "P" and "R" update type elements along with their appropriate data elements are to be reported.
- (b) **Totals.** The revised risk totals are required.
- (c) **Experience Modification.** If the revision involves a change in the experience modification, it shall be necessary to report all of the data, previously reported as well as revised, for each manual code affected by the modification change including the manual, modified and total premium amounts. Such data shall be promptly reported, without delay, no later than forty-five days after the experience rating process date.

82. Policy Information (Header) Changes. Changes involving link key-data elements of the unit statistical report's Information Page section (Carrier Code No, Policy No, Effective Date of Policy) are to be made through a Header (corr-Type H) correction by reporting all revised link key-data elements, and all previous link key-data elements in the associated data fields.

Changes involving non link key-data elements such as expiration date policy conditions etc. are also to be made via Header (corr-Type H) corrections. The changed non link key-data elements along with all other unchanged link and non link key-data elements shall be reported.

Special Rules and Procedures

83. Experience Rating. Individual risk experience to be used in ratings pursuant to 3:11 of this Manual shall be valued and filed in accordance with the Schedule contained in 3:13-7.

84. Reserved for Future Use.

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85. Three Year Policies.

- (a) **Multiple Year Policies.** Multiple year policies written in accordance with 3:3-11 of this Manual shall be considered as separate units of twelve months or less, each of which shall be reported in accordance with the regular rules of this Section.

86. United States Longshore and Harbor Workers Compensation Act.

- (a) **Code Numbers Where Rates Include U.S. Coverage.** In filing experience on such code numbers (those followed by the letter "F" in the Manual), the exposures and premiums shall be reported in accordance with the general provisions of this Manual.

The exposures and incurred claims which are chargeable to the United States Longshore and Harbor Workers' Compensation Act shall be identified in accordance with the instructions set forth in 3:13-53A of this Manual.

- (b) **Code Numbers Where Rates Do Not Include U.S. Coverage.** All experience chargeable to the United States Longshore and Harbor Workers' Compensation Act, including exposure, premiums and losses, shall be reported under the appropriate class code number. The Manual rates for such experience shall be reported in accordance with 2:1-4.

Furthermore, all experience chargeable thereto shall be identified in accordance with the instructions set forth in 3:13-21 and 3:13-53A of this Manual.

87. Summary of Special Statistical Plan Code Numbers. (The reference in parentheses, following each code number, refers to the rule of this Manual governing the use of the code number.)

- 0063—Schedule Y Premium Discount (3:13-30)
- 0064—Schedule X Premium Discount (3:13-30)
- 0900—Expense Constant—All classifications (3:13-34)
- 0931—Short Rate Penalty Premium (3:13-33)
- 0935—Second Injury Fund Surcharge (3:13-34A)
- 0936—Uninsured Employers Fund Surcharge (3:13-34A)
- 0937—New Jersey Workers Compensation Insurance Plan Surcharge for employers rejecting voluntary coverage (3:13-34D) - Applicable only to policies effective prior to July 1, 2013.
- 0942—Premium Resulting from the Application of the Plan Premium Adjustment Program [3:14-8(13)]
- 0945—Retrospective Rating Premium for Risks Electing New Jersey Retrospective Rating (3:12)
- 0990—Additional Premium to equal policy Minimum Premium (3:13-29a)
- 0998—For reporting premium resulting from flat increase for law amendment on aggregate premium earned on outstanding policies after effective date of amendment (3:13-32)
- 6197—Additional Premium for Increased Limits Under Part Two Coverage—Domestic Servant Class (3:13-31a)
- 6198—Additional Premium for Increased Limits Under Part Two Coverage—Admiralty/FELA (3:13-31b)
- 6199—Additional Premium for Increased Limits Under Part Two Coverage—Other than Admiralty/FELA (3:13-31a)
- 9046—Premium Credit amount resulting from the application of the N.J. Construction Classification Premium Adjustment Program (3:13-34G).
- 9663—Premium Credit amount for Large Deductible Coverage (3:13-34E) which is to be applied after mod.
- 9740—Premium for Terrorism (3:13-34H)
- 9741—Premium for Catastrophe (Other than Certified Acts of Terrorism) (3:13-34I)
- 9848—Additional Premium to equal increased limits Part Two minimum charge—Other than Admiralty/ FELA (3:13-31a)
- 9849—Additional Premium to equal minimum premium for Admiralty/FELA Coverage (3:13-29b)
- 9874—Premium reduction resulting from the application of an Approved Managed Care Program (3:13-34F)
- 9887—Premium credit resulting from the application of the Schedule Rating Plan (3:13-34J)
- 9889—Premium debit resulting from the application of the Schedule Rating Plan (3:13-34K)
- 9757—Premium resulting from the Audit Noncompliance Charge (3:13-34L)

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Tables and Examples

88. Tables and Illustrations.

Injury Description Code Table

Table A (State) Surviving Spouse's Pension Table

Table B (USL) Surviving Spouse's Pension Table

Table C (USL) Present Value of Remarriage Dowry

Table D (State) Pension Table (other than Surviving Spouse's) — Male

Table D (USL) Pension Table (other than Surviving Spouse's) — Male

Table E (State) Pension Table (other than Surviving Spouse's) — Female

Table E (USL) Pension Table (other than Surviving Spouse's) — Female

Table F (USL) Present Value of Survivorship Benefits

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	PART OF BODY	Narrative Description
I.	HEAD	
10.	Multiple Head Injury	Any Combination of Below Parts
11.	Skull	
12.	Brain	
13.	Ear(s)	Includes: Hearing, Inside Eardrum
14.	Eye(s)	Includes: Optic Nerves, Vision, Eye Lids
15.	Nose	Includes: Nasal Passage, Sinus, Sense of Smell
16.	Teeth	
17.	Mouth	Includes: Lips, Tongue, Throat, Taste
18.	Soft Tissue	
19.	Facial Bones	Includes: Jaw
II.	NECK	
20.	Multiple Neck Injury	Any Combination of Below Parts
21.	Vertebrae	Includes: Spinal Column Bone, "Cervical Segment"
22.	Disc	Includes: Spinal Column Cartilage, "Cervical Segment"
23.	Spinal Cord	Includes: Nerve Tissue, "Cervical Segment"
24.	Larynx	Includes: Cartilage and Vocal Cords
25.	Soft Tissue	Other than Larynx, Trachea
26.	Trachea	
III.	UPPER EXTREMITIES	
30.	Multiple Upper Extremities	Any Combination of Below Parts, Excluding Hands and Wrists Combined
31.	Upper Arm	Humerus and corresponding Muscles, Excluding Clavicle and Scapula
32.	Elbow	Radial Head
33.	Lower Arm	Forearm-Radius, Ulna and Corresponding Muscles
34.	Wrist	Carpals and Corresponding Muscles
35.	Hand	Metacarpals and Corresponding Muscles-Excluding Wrist or Fingers
36.	Finger(s)	Other than Thumb and Corresponding Muscles
37.	Thumb	
38.	Shoulder(s)	Armpit, Rotator Cuff, Trapezius, Clavicle, Scapula
39.	Wrist(s) and Hand(s)	
IV.	TRUNK	
40.	Multiple Trunk	Any Combination of Below Parts
41.	Upper Back Area	(Thoracic Area) Upper Back Muscles, Excluding Vertebrae, Disc, Spinal Cord
42.	Lower Back Area	(Lumbar Area and Lumbo Sacral) Lower Back Muscles, Excluding Sacrum, Coccyx, Pelvis, Vertebrae, Disc, Spinal Cord
43.	Disc	Spinal Column Cartilage Other than Cervical Segment
44.	Chest	Including Ribs, Sternum, Soft Tissue
45.	Sacrum and Coccyx	Final Nine Vertebrae - Fused

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	PART OF BODY (cont'd)	Narrative Description
46.	Pelvis	
47.	Spinal Cord	Nerve Tissue Other than Cervical Segment
48.	Internal Organs	Other than Heart and Lungs
49.	Heart	
60.	Lungs	
61.	Abdomen Including Groin	Excluding Injury to Internal Organs
62.	Buttocks	Soft Tissue
63.	Lumbar & or Sacral Vertebrae	Bone Portion of the Spinal Column (Vertebra NOC Trunk)
V.	LOWER EXTREMITIES	
50.	Multiple Lower Extremities	Any Combination of Below Parts
51.	Hip	
52.	Upper Leg	Femur and Corresponding Muscles
53.	Knee	Patella
54.	Lower Leg	Tibia, Fibula and Corresponding Muscles
55.	Ankle	Tarsals
56.	Foot	Metatarsals, Heel, Achilles Tendon and Corresponding Muscles Excluding Ankle or Toes
57.	Toes	
58.	Great Toe	
VI.	MULTIPLE BODY PARTS	
64.	Artificial Appliance	Braces, Etc.
65.	Insufficient Info to Properly	Insufficient Information to Identify Part Affected Identify-Unclassified
66.	No Physical Injury	Mental Disorder
90.	Multiple Body Parts (Including Body Systems & Body Parts)	Applies when More than One Major Body Part has been Affected. Such as an Arm and a Leg and Multiple Internal Organs
91.	Body Systems and Multiple Body Systems	Applies to the Functioning of an Entire Body System that has been Affected Without Specific Injury to Any Other Part, as in the Case of Poisoning, Corrosive Action, Inflammation, Affecting Internal Organs, Damage to Nerve Centers, Etc. Does NOT Apply when the Systemic Damage Results from an External Injury Affecting an External Part Such as a Back Injury Which Includes Damage to the Nerves of the Spinal Cord

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	NATURE OF INJURY	Narrative Description
I.	SPECIFIC INJURY	
01.	No Physical Injury	i.e., Glasses, Contact Lenses, Artificial Appliance, Replacement of Artificial Appliance
02.	Amputation	Cut Off Extremity, Digit, Protruding Part of Body, Usually by Surgery, i.e.. Leg, Arm
03.	Angina Pectoris	Chest Pain
04.	Burn	(Heat) Burns or Scald. The Effect of Contact with Hot Substances. (Chemical) Burns, Tissue Damage Resulting from the Corrosive Action Chemicals, Fume, ETC. (Acids, Alkalies)
07.	Concussion	Brain, Cerebral
10.	Contusion	Bruise-Intact Skin Surface, Hematoma
13.	Crushing	To Grind, Pound or Break into Small Bits
16.	Dislocation	Pinched Nerve, Slipped/Ruptured Disc, Herniated Disc, Sciatica, Complete Tear, HNP Subluxation, Medical Doctor Dislocation
19.	Electric Shock	Electrocution
22.	Enucleation	Removal of Organ or Tumor
25.	Foreign Body	
28.	Fracture	Breaking of a Bone or Cartilage
30.	Freezing	Frostbite and Other Effects of Exposure to Low Temperature
31.	Hearing Loss or Impairment	Traumatic Only, A Separate Injury, Not the Sequelae of Another Injury
32.	Heat Prostration	Heat Stroke, Sun Stroke, Heat Exhaustion, Heat Cramps and Other Effects of Environmental Heat. Does not include Sunburn
34.	Hernia	The Abnormal Protrusion of an Organ or Part Through the Containing Wall of its Cavity
36.	Infection	The Invasion of a Host by Organisms such as Bacteria, Fungi, Viruses, Mold, Protozoa or Insects. With or Without Manifest Disease.
37.	Inflammation	The Reaction of Tissue to Injury Characterized Clinically by Heat, Swelling, Redness and Pain
★ 38.	Adverse reaction to a vaccination or inoculation	
40.	Laceration	Cut, Scratches, Abrasions, Superficial Wounds, Calluses. Wound by Tearing
41.	Myocardial Infarction	Heart Attack, Heart Conditions, Hypertension. The Inadequate Blood Flow to the Muscular Tissue of the Heart
42.	Poisoning-General (Not OD or Cumulative Injury)	A Systemic Morbid Condition Resulting from the Inhalation, Ingestion, or Skin Absorption of a Toxic Substance Affecting the Metabolic System, the Nervous System, the Circulatory System, the Digestive System, the Respiratory System, the Excretory System, the Musculoskeletal System, Etc. Includes Chemical or Drug Poisoning, Metal Poisoning, Organic Diseases, and Venomous Reptile and Insect Bites. Does NOT Include Effects of Radiation, Pneumoconiosis, Corrosive Effects of Chemicals; Skin Surface Irritations, Septicemia or Infected Wounds.
43.	Puncture	A Hole Made by the Piercing of a Pointed Instrument
46.	Rupture	

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	NATURE OF INJURY	Narrative Description
47.	Severance	To Separate, Divide or Take Off
49.	Sprain	Internal Derangement, A Trauma or Wrenching of a Joint, Producing Pain and Disability Depending Upon Degree of Injury to Ligaments
52.	Strain	Internal Derangement, The Trauma to the Muscle or the Musculotendinous Unit from Violent Contraction or Excessive Forcible Stretch
53.	Syncope	Swooning, Fainting, Passing Out, No Other Injury
54.	Asphyxiation	Strangulation, Drowning
55.	Vascular	Cerebrovascular and Other Conditions of Circulatory Systems, NOC. Excludes, Heart and Hemorrhoids, Includes, Strokes, Varicose Veins-Non Toxic
58.	Vision Loss	
59.	All Other Specific Injuries NOC	
II. Occupational Disease or Cumulative Injury		
60.	Dust Disease, NOC	All Other Pneumoconiosis
61.	Asbestosis	Lung Disease, A Form of Pneumoconiosis, Resulting from Protracted Inhalation of Asbestos Particles
62.	Black Lung	The Chronic Lung Disease or Pneumoconiosis Found in Coal Miners
63.	Byssinosis	Pneumoconiosis of Cotton, Flax and Hemp Workers
64.	Silicosis	Pneumoconiosis Resulting from Inhalation of Silica (Quartz) Dust
65.	Respiratory Disorders	Gases, Fumes, Chemicals, Etc.
66.	Poisoning-Chemical,	Man Made or Organic (Other Than Metals)
67.	Poisoning-Metal	Man Made
68.	Dermatitis	Rash, Skin or Tissue Inflammation including Boils, Etc. Generally Resulting from Direct Contact with Irritants or Sensitizing Chemicals such as Drugs, Oils, Biologic Agents, Plants, Woods or Metals Which May be in the Form of Solids, Pastes, Liquids or Vapors and which may be Contacted in the Pure State or in Compounds or in Combination with Other Materials. Do NOT Include Skin Tissue Damage Resulting from Corrosive Action of Chemicals, Burns from Contact with Hot Substances, Effects of Exposure to Radiation, Effects of Exposure to Low Temperatures or Inflammation or Irritation Resulting from Friction or Impact
69.	Mental Disorder	A Clinically Significant Behavioral or Psychological Syndrome or Pattern Typically Associated with either a Distressing Symptom or Impairment of Function, i.e. Acute Anxiety, Neurosis, Stress, Non-Toxic Depression
70.	Radiation	All Forms of Damage to Tissue, Bones or Body Fluids Produced by Exposure to Radiation
71.	All Other Occupational Disease Injury NOC	
72.	Loss of Hearing	
73.	Contagious Diseases	
74.	Cancer	
75.	AIDS	

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	NATURE OF INJURY	Narrative Description
76.	VDT-Related Diseases	Video Display Terminal Diseases Other than Carpal Tunnel Syndrome
77.	Mental Stress	
78.	Carpal Tunnel Syndrome	Soreness, Tenderness and Weakness of the Muscles of the Thumb Caused by Pressure on the Median Nerve at the Point at which it Goes through the Carpal Tunnel of the Wrist
79.	Hepatitis C	
80.	All Other Cumulative Injury, NOC	
83.	COVID-19	Coronavirus disease 2019 (COVID-19) is a respiratory disease caused by a
III.	MULTIPLE INJURIES	
90.	Multiple Physical Injuries Only	
91.	Multiple Injuries Including Both Physical and Psychological	

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	CAUSE OF ACCIDENT	Narrative Description
I. BURN or SCALD-HEAT or COLD EXPOSURES-CONTACT With		
01.	Chemicals	
02.	Hot Objects or Substances	
03.	Temperature Extremes	
04.	Fire or Flame	
05.	Steam or Hot Fluids	
06.	Dust, Gases, Fumes or Vapors	
07.	Welding Operation	
08.	Radiation	
09.	Contact With, NOC	
11.	Cold Objects or Substances	
14.	Abnormal Air Pressure	
84.	Electrical Current	
II. CAUGHT IN, UNDER or BETWEEN		
10.	Machine or Machinery	
12.	Object Handled	
13.	Caught In, Under or Between, NOC	
20.	Collapsing Materials	(Slides Either Man Made or Natural of Earth)
III. CUT, PUNCTURE, SCRAPE INJURED BY		
15.	Broken Glass	
16.	Hand Tool, Utensil; Not Powered	
17.	Object Being Lifted or Handled	
18.	Powered Hand Tool, Appliance	
19.	Cut, Puncture, Scrape, NOC	
IV. FALL, SLIP or TRIP INJURY		
25.	From Different Level (Elevation)	Off Wall, Catwalk, Bridge, Etc.
26.	From Ladder or Scaffolding	
27.	From Liquid or Grease Spills	
28.	Into Openings	Shafts, Excavations, Floor Openings, Etc.
29.	On Same Level	
30.	Slipped, Did Not Fall	
31.	Fall, Slip or Trip, NOC	
32.	On Ice or Snow	
33.	On Stairs	
V. MOTOR VEHICLE		
40.	Crash of Water Vehicle	
41.	Crash of Rail Vehicle	
45.	Collision or Sideswipe With Another Vehicle	Both Vehicles in Motion
46.	Collision with a Fixed Object	Standing Vehicle or Stationary Object
47.	Crash of Airplane	
48.	Vehicle Upset	Overtaken or Jackknifed

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	CAUSE OF ACCIDENT	Narrative Description
50.	Motor Vehicle, NOC	
VI. STRAIN or INJURY BY		
52.	Continual Noise	
53.	Twisting	
54.	Jumping	
55.	Holding or Carrying	
56.	Lifting	
57.	Pushing or Pulling	
58.	Reaching	
59.	Using Tool or Machinery	
60.	Strain or Injury By, NOC	
61.	Wielding or Throwing	
97.	Repetitive Motion	Carpel Tunnel Syndrome
VII. STRIKING AGAINST or STEPPING ON		
65.	Moving Part of Machine	
66.	Object Being Lifted or Handled	
67.	Sanding, Scraping, Cleaning Operation	
68.	Stationary Object	
69.	Stepping on Sharp Object	
70.	Striking Against or Stepping On, NOC	
VIII. STRUCK or INJURED BY – INCLUDES KICKED, STABBED, BIT, ETC.		
74.	Fellow Worker, Patient	Not in Act of a Crime
75.	Falling or Flying Object	
76.	Hand Tool or Machine in Use	
77.	Motor Vehicle	
78.	Moving Parts of Machine	
79.	Object Being Lifted or Handled	
80.	Object Handled By Others	
81.	Struck or Injured by, NOC	Includes Kicked, Stabbed, Bit, Etc., Not in Act of Crime
83.	Pandemic	Includes disease epidemic that has spread across a large region.
85.	Animal or Insect	
86.	Explosion or Flare Back	
IX. RUBBED or ABRADED BY		
94.	Repetitive Motion	Callous, Blister, Etc.
95.	Rubbed or Abraded, NOC	

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INJURY DESCRIPTION CODE TABLE

See 3:13-57 for the proper use of this table.

Code	CAUSE OF ACCIDENT	Narrative Description
X. MISCELLANEOUS CAUSES		
★ 82.	Absorption, Ingestion or Inhalation, NOC	Not otherwise classified in any other code. Applies only to non-impact cases in which the injury resulted from inhalation, absorption (skin contact), ingestion of harmful substances, or vaccinations.
87.	Foreign Matter (Body) in Eye(s)	
88.	Natural Disasters	Earthquake, Hurricane, Tornado, etc.
89.	Person in Act of A Crime	Robbery or Criminal Assault
90.	Other Than Physical Cause of Injury	
91.	Mold	
93.	Gunshot	
96.	Terrorism	For use with an assigned Catastrophe Code Only
98.	Cumulative, NOC	All Other
99.	Other Miscellaneous, NOC	

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NEW JERSEY TABLE A (STATE)
Surviving Spouse's Pension Table*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
16	13.391	13.186	13.422	13.840	14.386	14.817	21
17	13.526	13.329	13.580	14.016	14.583	15.034	22
18	13.673	13.486	13.752	14.207	14.797	15.270	23
19	13.833	13.656	13.939	14.415	15.029	15.526	24
20	14.007	13.841	14.142	14.641	15.281	15.805	25
21	14.369	14.208	14.502	14.986	15.604	16.107	26
22	14.722	14.565	14.850	15.318	15.913	16.395	27
23	15.065	14.911	15.186	15.636	16.208	16.667	28
24	15.397	15.245	15.509	15.941	16.487	16.922	29
25	15.715	15.566	15.817	16.229	16.749	17.160	30
26	16.021	15.872	16.111	16.502	16.995	17.380	31
27	16.311	16.163	16.387	16.757	17.222	17.582	32
28	16.586	16.437	16.647	16.994	17.431	17.765	33
29	16.845	16.695	16.889	17.213	17.621	17.929	34
30	17.087	16.935	17.113	17.414	17.792	18.073	35
31	17.311	17.157	17.318	17.595	17.943	18.197	36
32	17.516	17.360	17.503	17.756	18.074	18.301	37
33	17.703	17.544	17.669	17.897	18.184	18.384	38
34	17.871	17.708	17.814	18.017	18.274	18.447	39
35	18.019	17.852	17.940	18.117	18.344	18.489	40
36	18.146	17.975	18.044	18.195	18.392	18.511	41
37	18.254	18.078	18.127	18.254	18.421	18.513	42
38	18.341	18.159	18.190	18.291	18.428	18.494	43
39	18.408	18.220	18.231	18.307	18.416	18.456	44
40	18.454	18.261	18.253	18.303	18.383	18.397	45
41	18.480	18.280	18.253	18.279	18.330	18.320	46
42	18.485	18.279	18.232	18.234	18.257	18.222	47
43	18.470	18.257	18.191	18.169	18.165	18.104	48
44	18.435	18.215	18.130	18.084	18.052	17.967	49
45	18.379	18.152	18.049	17.979	17.920	17.811	50
46	18.305	18.070	17.947	17.854	17.769	17.636	51
47	18.210	17.967	17.826	17.709	17.598	17.442	52
48	18.095	17.844	17.684	17.544	17.408	17.230	53
49	17.961	17.701	17.522	17.361	17.200	16.999	54
50	17.807	17.538	17.342	17.158	16.973	16.752	55

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NEW JERSEY TABLE A (STATE continued)

Surviving Spouse's Pension Table*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
51	17.633	17.356	17.141	16.936	16.728	16.488	56
52	17.440	17.153	16.920	16.695	16.467	16.210	57
53	17.228	16.931	16.682	16.438	16.191	15.917	58
54	16.997	16.691	16.426	16.165	15.901	15.612	59
55	16.750	16.435	16.155	15.878	15.598	15.296	60
56	16.487	16.163	15.869	15.578	15.283	14.969	61
57	16.209	15.876	15.570	15.266	14.958	14.632	62
58	15.917	15.576	15.259	14.942	14.622	14.286	63
59	15.612	15.264	14.936	14.608	14.277	13.931	64
60	15.295	14.940	14.602	14.265	13.923	13.567	65
61	14.967	14.605	14.259	13.912	13.560	13.196	66
62	14.629	14.261	13.906	13.550	13.189	12.817	67
63	14.281	13.907	13.545	13.181	12.811	12.431	68
64	13.925	13.545	13.175	12.804	12.425	12.038	69
65	13.561	13.175	12.798	12.419	12.032	11.638	70
66	13.189	12.798	12.414	12.027	11.633	11.232	71
67	12.810	12.413	12.022	11.628	11.228	10.824	72
68	12.424	12.021	11.624	11.224	10.820	10.413	73
69	12.031	11.623	11.220	10.817	10.410	10.003	74
70	11.631	11.219	10.813	10.408	10.001	9.595	75
71	11.227	10.812	10.405	9.999	9.593	9.190	76
72	10.819	10.404	9.996	9.591	9.188	8.788	77
73	10.409	9.995	9.589	9.187	8.787	8.390	78
74	10.000	9.588	9.185	8.786	8.389	7.998	79
75	9.592	9.184	8.784	8.389	7.997	7.612	80
76	9.187	8.783	8.387	7.997	7.612	7.233	81
77	8.786	8.387	7.996	7.611	7.233	6.862	82
78	8.389	7.995	7.610	7.233	6.862	6.500	83
79	7.997	7.610	7.232	6.862	6.500	6.148	84
80	7.611	7.232	6.862	6.500	6.148	5.806	85
81	7.232	6.861	6.500	6.148	5.806	5.474	86
82	6.862	6.500	6.147	5.806	5.474	5.154	87
83	6.500	6.147	5.805	5.474	5.154	4.846	88
84	6.148	5.805	5.474	5.154	4.846	5.551	89
85	5.805	5.474	5.154	4.846	4.551	4.268	90

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NEW JERSEY TABLE A (STATE continued)

Surviving Spouse's Pension Table*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
86	5.474	5.154	4.846	4.551	4.268	3.998	91
87	5.154	4.846	4.551	4.268	3.998	3.741	92
88	4.846	4.551	4.268	3.998	3.741	3.497	93
89	4.550	4.268	3.998	3.741	3.497	3.266	94
90	4.268	3.998	3.741	3.497	3.266	3.049	95
91	3.997	3.741	3.497	3.266	3.049	2.844	96
92	3.741	3.497	3.266	3.049	2.844	2.652	97
93	3.497	3.266	3.049	2.844	2.652	2.473	98
94	3.266	3.049	2.844	2.652	2.473	2.305	99
95	3.049	2.844	2.652	2.473	2.305	2.149	100
96	2.844	2.652	2.473	2.305	2.149	2.009	101
97	2.652	2.473	2.305	2.149	2.009	1.879	102
98	2.472	2.305	2.149	2.009	1.878	1.754	103
99	2.305	2.149	2.009	1.878	1.754	1.642	104
100	2.149	2.009	1.879	1.756	1.644	1.530	105
101	2.009	1.879	1.756	1.644	1.530	1.419	106
102	1.879	1.756	1.644	1.530	1.419	1.302	107
103	1.756	1.644	1.530	1.419	1.302	1.153	108
104	1.644	1.530	1.419	1.302	1.153	0.955	109
105	1.530	1.419	1.302	1.153	0.955	0.500	110
106	1.419	1.302	1.153	0.955	0.500	0.000	111
107	1.302	1.153	0.955	0.500	0.000	0.000	112
108	1.153	0.955	0.500	0.000	0.000	0.000	113
109	0.955	0.500	0.000	0.000	0.000	0.000	114
110	0.500	0.000	0.000	0.000	0.000	0.000	115

* 2007 United States Life Tables for Female Population
1997 US Railroad Retirement Board Remarriage Table
3.5% Annual Rate of Interest
0.0% Annual Rate of Escalation

For durations beyond 5 years from death of claimant, use the annuity value in the column for age (x + 5) corresponding to the beneficiary's attained age.

Effective April 15, 2021

NEW JERSEY TABLE B (USL)
Surviving Spouse's Pension Table*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
16	31.361	31.003	31.689	32.780	34.136	35.174	21
17	31.740	31.391	32.099	33.219	34.608	35.675	22
18	32.137	31.797	32.528	33.678	35.101	36.199	23
19	32.552	32.221	34.997	34.157	35.616	36.745	24
20	32.985	32.665	33.445	34.658	36.154	37.317	25
21	33.895	33.553	34.282	35.425	36.834	37.913	26
22	34.752	34.386	35.060	36.130	37.448	38.442	27
23	35.552	35.161	35.778	36.770	37.995	38.902	28
24	36.292	35.876	36.431	37.344	38.475	39.292	29
25	36.969	36.525	37.018	37.850	38.883	39.612	30
26	37.580	37.109	37.538	38.287	39.223	39.862	31
27	38.124	37.625	37.988	38.654	39.492	40.043	32
28	38.600	38.073	38.370	38.952	39.692	40.155	33
29	39.006	38.452	38.681	39.180	39.824	40.200	34
30	39.342	38.760	38.923	39.339	39.887	40.179	35
31	39.609	38.999	39.097	39.430	39.884	40.093	36
32	39.805	39.169	39.202	39.454	39.817	39.945	37
33	39.934	39.271	39.240	39.414	39.686	39.736	38
34	39.995	39.306	39.213	39.309	39.494	39.469	39
35	39.989	39.276	39.122	39.143	39.245	39.147	40
36	39.918	39.182	38.969	38.917	38.938	38.771	41
37	39.784	39.026	38.756	38.635	38.579	38.346	42
38	39.590	38.810	38.486	38.298	38.168	37.873	43
39	39.336	38.537	38.161	37.909	37.709	37.355	44
40	39.027	38.210	37.784	37.472	37.206	36.796	45
41	38.665	37.830	37.357	36.989	36.660	36.198	46
42	38.251	37.401	36.884	36.462	36.074	35.563	47
43	37.789	36.925	36.367	35.894	35.450	34.893	48
44	37.282	36.406	35.809	35.288	34.792	34.192	49
45	36.733	35.846	35.213	34.646	34.101	33.461	50
46	36.145	35.247	34.579	33.971	33.380	32.704	51
47	35.519	34.611	33.912	33.265	32.632	31.922	52
48	34.857	33.941	33.213	32.530	31.859	31.118	53
49	34.163	33.240	32.485	31.770	31.063	30.294	54
50	33.439	32.511	31.731	30.986	30.247	29.455	55

Effective April 15, 2021

NEW JERSEY TABLE B (USL continued)

Surviving Spouse's Pension Table*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
51	32.686	31.753	30.951	30.178	29.413	28.603	56
52	31.907	30.970	30.148	29.354	28.566	27.742	57
53	31.105	30.165	29.327	28.514	27.710	26.874	58
54	30.283	29.342	28.491	27.664	26.846	26.002	59
55	29.445	28.505	27.644	26.806	25.978	25.130	60
56	28.595	27.656	26.789	25.944	25.109	24.260	61
57	27.735	26.800	25.929	25.080	24.242	23.394	62
58	26.868	25.938	25.067	24.216	23.378	22.532	63
59	25.997	25.074	24.205	23.355	22.518	21.676	64
60	25.125	24.210	23.345	22.498	21.663	20.826	65
61	24.254	23.349	22.488	21.645	20.814	19.985	66
62	23.385	22.490	21.636	20.799	19.974	19.152	67
63	22.522	21.637	20.790	19.961	19.142	18.328	68
64	21.664	20.790	19.952	19.131	18.319	17.514	69
65	20.814	19.951	19.122	18.310	17.506	16.710	70
66	19.972	19.121	18.302	17.498	16.703	15.919	71
67	19.139	18.300	17.490	16.696	15.913	15.143	72
68	18.316	17.489	16.690	15.907	15.138	14.384	73
69	17.502	16.688	15.901	15.133	14.380	13.644	74
70	16.700	15.899	15.128	14.376	13.641	12.926	75
71	15.910	15.126	14.371	13.638	12.923	12.229	76
72	15.135	14.370	13.634	12.920	12.227	11.554	77
73	14.378	13.633	12.917	12.225	11.553	10.902	78
74	13.639	12.916	12.222	11.551	10.901	10.272	79
75	12.921	12.221	11.549	10.900	10.271	9.666	80
76	12.226	11.548	10.898	10.271	9.665	9.083	81
77	11.551	10.897	10.269	9.665	9.083	8.524	82
78	10.900	10.268	9.664	9.082	8.524	7.989	83
79	10.270	9.663	9.081	8.524	7.989	7.478	84
80	9.664	9.081	8.523	7.989	7.478	6.991	85
81	9.082	8.522	7.988	7.478	6.991	6.528	86
82	8.523	7.988	7.477	6.991	6.528	6.089	87
83	7.988	7.477	6.991	6.528	6.089	5.673	88
84	7.478	6.991	6.528	6.089	5.673	5.280	89
85	6.991	6.528	6.088	5.673	5.280	4.909	90

Effective April 15, 2021

NEW JERSEY TABLE B (USL continued)

Surviving Spouse's Pension Table*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
86	6.528	6.088	5.672	5.280	4.909	4.561	91
87	6.088	5.672	5.279	4.909	4.561	4.234	92
88	5.672	5.279	4.909	4.561	4.234	3.929	93
89	5.279	4.909	4.561	4.234	3.929	3.643	94
90	4.909	4.561	4.234	3.929	3.643	3.377	95
91	4.561	4.234	3.929	3.643	3.377	3.130	96
92	4.234	3.929	3.643	3.377	3.130	2.901	97
93	3.928	3.643	3.377	3.130	2.901	2.688	98
94	3.643	3.377	3.130	2.901	2.688	2.492	99
95	3.377	3.130	2.901	2.688	2.492	2.311	100
96	3.130	2.901	2.688	2.492	2.311	2.150	101
97	2.901	2.688	2.492	2.311	2.150	2.001	102
98	2.688	2.492	2.311	2.150	2.001	1.861	103
99	2.492	2.311	2.150	2.001	1.860	1.734	104
100	2.311	2.150	2.001	1.860	1.734	1.606	105
101	2.150	2.001	1.860	1.734	1.606	1.483	106
102	2.001	1.860	1.734	1.606	1.483	1.350	107
103	1.860	1.734	1.606	1.483	1.350	1.192	108
104	1.734	1.606	1.483	1.350	1.192	0.969	109
105	1.606	1.483	1.350	1.192	0.969	0.500	110
106	1.483	1.350	1.192	0.969	0.500	0.000	111
107	1.350	1.192	0.969	0.500	0.000	0.000	112
108	1.192	0.969	0.500	0.000	0.000	0.000	113
109	0.969	0.500	0.000	0.000	0.000	0.000	114
110	0.500	0.000	0.000	0.000	0.000	0.000	115

* 2007 United States Life Tables for Female Population
1997 US Railroad Retirement Board Remarriage Table
3.5% Annual Rate of Interest
4% Annual Rate of Escalation

For durations beyond 5 years from death of claimant, use the annuity value in the column for age (x + 5) corresponding to the beneficiary's attained age.

Effective April 15, 2021

NEW JERSEY TABLE C (USL)
Present Value of Remarriage Dowry*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
16	0.7294	0.7192	0.6992	0.6744	0.6461	0.6202	21
17	0.7133	0.7029	0.6819	0.6560	0.6264	0.5993	22
18	0.6966	0.6858	0.6640	0.6369	0.6059	0.5775	23
19	0.6792	0.6681	0.6452	0.6169	0.5845	0.5548	24
20	0.6611	0.6496	0.6257	0.5961	0.5621	0.5312	25
21	0.6367	0.6251	0.6011	0.5713	0.5373	0.5065	26
22	0.6120	0.6005	0.5763	0.5465	0.5126	0.4819	27
23	0.5872	0.5757	0.5515	0.5218	0.4881	0.4577	28
24	0.5623	0.5509	0.5267	0.4972	0.4637	0.4337	29
25	0.5375	0.5261	0.5021	0.4728	0.4397	0.4102	30
26	0.5127	0.5014	0.4776	0.4486	0.4161	0.3871	31
27	0.4881	0.4770	0.4534	0.4249	0.3929	0.3645	32
28	0.4637	0.4527	0.4296	0.4015	0.3702	0.3425	33
29	0.4396	0.4289	0.4061	0.3786	0.3480	0.3211	34
30	0.4159	0.4054	0.3831	0.3562	0.3265	0.3003	35
31	0.3926	0.3824	0.3606	0.3344	0.3055	0.2802	36
32	0.3698	0.3599	0.3387	0.3133	0.2853	0.2609	37
33	0.3476	0.3380	0.3174	0.2927	0.2657	0.2422	38
34	0.3260	0.3167	0.2967	0.2729	0.2469	0.2244	39
35	0.3050	0.2960	0.2768	0.2538	0.2288	0.2073	40
36	0.2847	0.2760	0.2575	0.2355	0.2116	0.1910	41
37	0.2651	0.2568	0.2390	0.2179	0.1951	0.1755	42
38	0.2462	0.2383	0.2213	0.2011	0.1794	0.1609	43
39	0.2281	0.2206	0.2043	0.1851	0.1645	0.1470	44
40	0.2108	0.2036	0.1881	0.1700	0.1505	0.1340	45
41	0.1943	0.1874	0.1728	0.1556	0.1372	0.1217	46
42	0.1785	0.1721	0.1582	0.1420	0.1248	0.1103	47
43	0.1636	0.1576	0.1445	0.1293	0.1132	0.0997	48
44	0.1495	0.1439	0.1316	0.1174	0.1023	0.0898	49
45	0.1363	0.1309	0.1195	0.1062	0.0923	0.0807	50
46	0.1238	0.1188	0.1082	0.0959	0.0830	0.0724	51
47	0.1121	0.1075	0.0976	0.0863	0.0745	0.0648	52
48	0.1013	0.0970	0.0879	0.0775	0.0667	0.0579	53
49	0.0912	0.0873	0.0789	0.0694	0.0596	0.0517	54
50	0.0819	0.0783	0.0707	0.0620	0.0532	0.0461	55

Effective April 15, 2021

NEW JERSEY TABLE C (USL continued)

Present Value of Remarriage Dowry*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
51	0.0734	0.0702	0.0632	0.0555	0.0475	0.0411	56
52	0.0657	0.0628	0.0565	0.0495	0.0423	0.0365	57
53	0.0587	0.0561	0.0505	0.0441	0.0377	0.0324	58
54	0.0525	0.0501	0.0450	0.0393	0.0334	0.0287	59
55	0.0468	0.0447	0.0401	0.0349	0.0297	0.0254	60
56	0.0417	0.0398	0.0356	0.0310	0.0262	0.0224	61
57	0.0371	0.0353	0.0316	0.0274	0.0232	0.0197	62
58	0.0329	0.0314	0.0280	0.0242	0.0204	0.0173	63
59	0.0292	0.0278	0.0248	0.0214	0.0179	0.0152	64
60	0.0258	0.0246	0.0219	0.0189	0.0158	0.0132	65
61	0.0229	0.0218	0.0194	0.0166	0.0138	0.0116	66
62	0.0203	0.0193	0.0171	0.0146	0.0121	0.0100	67
63	0.0180	0.0171	0.0151	0.0128	0.0105	0.0087	68
64	0.0159	0.0151	0.0133	0.0112	0.0092	0.0075	69
65	0.0140	0.0134	0.0117	0.0097	0.0080	0.0065	70
66	0.0124	0.0118	0.0102	0.0085	0.0069	0.0055	71
67	0.0109	0.0104	0.0090	0.0074	0.0059	0.0047	72
68	0.0096	0.0091	0.0078	0.0063	0.0051	0.0040	73
69	0.0084	0.0079	0.0067	0.0054	0.0043	0.0033	74
70	0.0073	0.0069	0.0058	0.0046	0.0036	0.0028	75
71	0.0062	0.0059	0.0049	0.0038	0.0030	0.0023	76
72	0.0053	0.0051	0.0042	0.0032	0.0025	0.0019	77
73	0.0045	0.0043	0.0035	0.0026	0.0021	0.0016	78
74	0.0038	0.0036	0.0029	0.0022	0.0017	0.0013	79
75	0.0032	0.0030	0.0024	0.0018	0.0014	0.0010	80
76	0.0027	0.0025	0.0020	0.0014	0.0011	0.0008	81
77	0.0022	0.0021	0.0016	0.0011	0.0009	0.0007	82
78	0.0018	0.0017	0.0013	0.0009	0.0007	0.0005	83
79	0.0015	0.0014	0.0010	0.0007	0.0005	0.0004	84
80	0.0012	0.0011	0.0008	0.0005	0.0004	0.0003	85
81	0.0010	0.0009	0.0006	0.0004	0.0003	0.0002	86
82	0.0008	0.0007	0.0005	0.0003	0.0002	0.0002	87
83	0.0006	0.0005	0.0004	0.0002	0.0002	0.0001	88
84	0.0004	0.0003	0.0002	0.0002	0.0001	0.0001	89
85	0.0003	0.0002	0.0002	0.0001	0.0001	0.0001	90

Effective April 15, 2021

NEW JERSEY TABLE C (USL continued)

Present Value of Remarriage Dowry*

See 3:13-39 for the proper use of this table.

Age Widowhood (X)	$\bar{a}$ [x]	$\bar{a}$ [x]+1	$\bar{a}$ [x]+2	$\bar{a}$ [x]+3	$\bar{a}$ [x]+4	$\bar{a}$ [x]+5	Attained Age (X+5)
86	0.0003	0.0002	0.0001	0.0001	0.0001	0.0000	91
87	0.0002	0.0001	0.0001	0.0001	0.0000	0.0000	92
88	0.0002	0.0001	0.0001	0.0000	0.0000	0.0000	93
89	0.0001	0.0001	0.0001	0.0000	0.0000	0.0000	94
90	0.0001	0.0001	0.0000	0.0000	0.0000	0.0000	95
91	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	96
92	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	97
93	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	98
94	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	99
95	0.0001	0.0000	0.0000	0.0000	0.0000	0.0000	100
96	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	101
97	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	102
98	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	103
99	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	104
100	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	105
101	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	106
102	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	107
103	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	108
104	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	109
105	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	110

* 2007 United States Life Tables for Female Population
1997 US Railroad Retirement Board Remarriage Table
3.5% Annual Rate of Interest
4.0% Annual Rate of Escalation

For durations beyond 5 years from death of claimant, use the annuity value in the column for age (x + 5) corresponding to the beneficiary's attained age.

Effective April 15, 2021

NEW JERSEY TABLE D (STATE)

Pension Table (Other than Surviving Spouse's)*

(Present value of \$1.00 per annum payable until death see 3:13-41 for the proper use of this Table)

Male			
11	25.363	41	20.024
12	25.236	42	19.758
13	25.105	43	19.486
14	24.973	44	19.210
15	24.840	45	18.928
16	24.706	46	18.641
17	24.572	47	18.349
18	24.436	48	18.051
19	24.299	49	17.749
20	24.160	50	17.442
21	24.020	51	17.132
22	23.878	52	16.818
23	23.733	53	16.499
24	23.583	54	16.175
25	23.427	55	15.846
26	23.263	56	15.511
27	23.093	57	15.170
28	22.917	58	14.824
29	22.733	59	14.473
30	22.543	60	14.117
31	22.347	61	13.755
32	22.144	62	13.390
33	21.935	63	13.020
34	21.719	64	12.646
35	21.496	65	12.268
36	21.266	66	11.887
37	21.030	67	11.504
38	20.787	68	11.118
39	20.539	69	10.729
40	20.284	70	10.338
		71	9.945
		72	9.553
		73	9.164
		74	8.779
		75	8.400
		76	8.027
		77	7.660
		78	7.300
		79	6.948
		80	6.604
		81	6.268
		82	5.943
		83	5.627
		84	5.321
		85	5.025
		86	4.741
		87	4.468
		88	4.206
		89	3.956
		90	3.718
		91	3.491
		92	3.275
		93	3.071
		94	2.878
		95	2.696
		96	2.523
		97	2.361
		98	2.206
		99	2.058
		100	1.914

NEW JERSEY TABLE D (USL)

Pension Table (Other than Surviving Spouse's)*

(Present value of \$1.00 per annum payable until death see 3:13-41 for the proper use of this Table)

Male			
11	77.228	41	40.869
12	75.866	42	39.776
13	74.514	43	38.694
14	73.178	44	37.624
15	71.857	45	36.567
16	70.555	46	35.522
17	69.269	47	34.489
18	67.998	48	33.467
19	66.742	49	32.459
20	65.500	50	31.465
21	64.271	51	30.486
22	63.054	52	29.521
23	61.848	53	28.570
24	60.647	54	27.631
25	59.448	55	26.704
26	58.249	56	25.788
27	57.052	57	24.884
28	55.859	58	23.992
29	54.668	59	23.111
30	53.483	60	22.243
31	52.303	61	21.387
32	51.128	62	20.545
33	49.959	63	19.716
34	48.796	64	18.901
35	47.639	65	18.099
36	46.489	66	17.313
37	45.347	67	16.542
38	44.212	68	15.785
39	43.088	69	15.043
40	41.973	70	14.316
		71	13.605
		72	12.913
		73	12.241
		74	11.590
		75	10.963
		76	10.359
		77	9.777
		78	9.218
		79	8.681
		80	8.167
		81	7.675
		82	7.205
		83	6.757
		84	6.331
		85	5.927
		86	5.544
		87	5.181
		88	4.838
		89	4.515
		90	4.212
		91	3.926
		92	3.658
		93	3.408
		94	3.173
		95	2.954
		96	2.749
		97	2.558
		98	2.378
		99	2.207
		100	2.042

* 2007 United States Life Table for Male Population
3.5% Annual Rate of Interest
0.0% Annual Rate of Escalation

* 2007 United States Life Table for Male Population
3.5% Annual Rate of Interest
4.0% Annual Rate of Escalation

Effective April 15, 2021

NEW JERSEY TABLE E (STATE)

Pension Table (Other than Surviving Spouse's)*

(Present value of \$1.00 per annum payable until death see 3:13-41 for the proper use of this Table)

Female			
11	26.053	41	21.230
12	25.950	42	20.988
13	25.844	43	20.739
14	25.735	44	20.486
15	25.623	45	20.227
16	25.510	46	19.962
17	25.393	47	19.691
18	25.274	48	19.414
19	25.152	49	19.130
20	25.025	50	18.840
21	24.895	51	18.544
22	24.760	52	18.241
23	24.622	53	17.931
24	24.478	54	17.614
25	24.331	55	17.290
26	24.178	56	16.959
27	24.020	57	16.620
28	23.857	58	16.275
29	23.689	59	15.922
30	23.515	60	15.564
31	23.335	61	15.200
32	23.150	62	14.831
33	22.960	63	14.457
34	22.764	64	14.077
35	22.562	65	13.692
36	22.355	66	13.302
37	22.141	67	12.907
38	21.922	68	12.506
39	21.697	69	12.101
40	21.466	70	11.690
71	11.276	72	10.860
73	10.443	74	10.027
75	9.614	76	9.205
77	8.800	78	8.400
79	8.005	80	7.618
81	7.238	82	6.866
83	6.503	84	6.150
85	5.807	86	5.475
87	5.155	88	4.847
89	4.551	90	4.268
91	3.998	92	3.741
93	3.497	94	3.266
95	3.049	96	2.844
97	2.652	98	2.473
99	2.305	100	2.149

NEW JERSEY TABLE E (USL)

Pension Table (Other than Surviving Spouse's)*

(Present value of \$1.00 per annum payable until death see 3:13-41 for the proper use of this Table)

Female			
11	83.932	41	45.692
12	82.540	42	44.542
13	81.155	43	43.403
14	79.780	44	42.274
15	78.415	45	41.156
16	77.062	46	40.050
17	75.718	47	38.953
18	74.385	48	37.866
19	73.059	49	36.790
20	71.740	50	35.724
21	70.429	51	34.669
22	69.125	52	33.624
23	67.829	53	32.589
24	66.539	54	31.564
25	65.256	55	30.550
26	63.978	56	29.544
27	62.708	57	28.549
28	61.444	58	27.565
29	60.186	59	26.593
30	58.935	60	25.633
31	57.691	61	24.687
32	56.454	62	23.755
33	55.225	63	22.837
34	54.004	64	21.932
35	52.791	65	21.041
36	51.585	66	20.164
37	50.389	67	19.301
38	49.201	68	18.452
39	48.022	69	17.616
40	46.852	70	16.795
71	15.988	72	15.199
73	14.429	74	13.680
75	12.954	76	12.251
77	11.572	78	10.915
79	10.283	80	9.674
81	9.089	82	8.529
83	7.992	84	7.480
85	6.993	86	6.529
87	6.089	88	5.673
89	5.280	90	4.910
91	4.561	92	4.234
93	3.929	94	3.643
95	3.377	96	3.130
97	2.901	98	2.688
99	2.492	100	2.311

* 2007 United States Life Table for Male Population
3.5% Annual Rate of Interest
0.0% Annual Rate of Escalation

* 2007 United States Life Table for Male Population
3.5% Annual Rate of Interest
4.0% Annual Rate of Escalation

Effective April 15, 2021

NEW JERSEY TABLE F (USL)
Present Value of Survivorship Benefits*

Age difference (spouse's age minus claimant's age)
See 3:13-41 for the proper use of this Table.

Claimant's Age	-5	-4	-3	-2	-1	0	Age
16						11.033	16
17					11.684	10.973	17
18				12.358	11.619	10.911	18
19			13.054	12.289	11.553	10.848	19
20		13.771	12.981	12.219	11.486	10.783	20
21	14.509	13.694	12.907	12.147	11.417	10.716	21
22	14.427	13.616	12.831	12.074	11.346	10.646	22
23	14.346	13.537	12.754	12.000	11.273	10.576	23
24	14.264	13.457	12.677	11.924	11.200	10.504	24
25	14.182	13.378	12.600	11.849	11.126	10.432	25
26	14.101	13.299	12.523	11.774	11.053	10.361	26
27	14.020	13.220	12.446	11.699	10.980	10.289	27
28	13.938	13.141	12.369	11.624	10.906	10.218	28
29	13.856	13.061	12.291	11.548	10.833	10.146	29
30	13.774	12.981	12.213	11.472	10.759	10.075	30
31	13.691	12.900	12.134	11.395	10.685	10.002	31
32	13.607	12.818	12.055	11.318	10.610	9.929	32
33	13.522	12.735	11.974	11.240	10.534	9.856	33
34	13.436	12.652	11.893	11.161	10.457	9.782	34
35	13.349	12.566	11.810	11.081	10.379	9.706	35
36	13.260	12.480	11.726	10.999	10.300	9.630	36
37	13.169	12.392	11.641	10.917	10.220	9.552	37
38	13.077	12.303	11.554	10.832	10.138	9.473	38
39	12.983	12.211	11.465	10.746	10.054	9.392	39
40	12.885	12.116	11.373	10.656	9.968	9.308	40
41	12.785	12.018	11.278	10.564	9.879	9.222	41
42	12.682	11.918	11.180	10.469	9.787	9.133	42
43	12.574	11.813	11.078	10.371	9.691	9.040	43
44	12.464	11.706	10.974	10.269	9.592	8.945	44
45	12.349	11.594	10.865	10.164	9.490	8.846	45
46	12.230	11.478	10.753	10.054	9.384	8.743	46
47	12.108	11.359	10.637	9.942	9.275	8.637	47
48	11.982	11.237	10.518	9.827	9.163	8.529	48
49	11.852	11.110	10.395	9.707	9.047	8.416	49
50	11.719	10.980	10.268	9.583	8.927	8.299	50
51	11.580	10.845	10.136	9.455	8.802	8.178	51
52	11.437	10.706	10.001	9.323	8.674	8.053	52
53	11.290	10.562	9.861	9.187	8.541	7.925	53
54	11.139	10.415	9.718	9.048	8.406	7.793	54
55	10.985	10.265	9.572	8.906	8.268	7.660	55
56	10.829	10.113	9.423	8.761	8.128	7.523	56
57	10.669	9.957	9.272	8.614	7.985	7.385	57
58	10.506	9.799	9.118	8.464	7.840	7.244	58
59	10.340	9.637	8.960	8.311	7.692	7.101	59
60	10.170	9.471	8.799	8.156	7.541	6.956	60

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NEW JERSEY TABLE F (USL continued)

Present Value of Survivorship Benefits*

Age difference (spouse's age minus claimant's age)
See 3:13-41 for the proper use of this Table.

Claimant's Age	-5	-4	-3	-2	-1	0	Age
61	9.996	9.301	8.635	7.996	7.387	6.808	61
62	9.817	9.128	8.467	7.834	7.231	6.658	62
63	9.634	8.951	8.295	7.669	7.073	6.506	63
64	9.448	8.771	8.122	7.502	6.912	6.351	64
65	9.259	8.588	7.946	7.333	6.749	6.195	65
66	9.066	8.402	7.767	7.160	6.583	6.036	66
67	8.871	8.214	7.586	6.986	6.416	5.876	67
68	8.673	8.024	7.402	6.810	6.247	5.714	68
69	8.474	7.831	7.218	6.633	6.077	5.551	69
70	8.273	7.638	7.032	6.455	5.906	5.388	70
71	8.069	7.443	6.844	6.274	5.734	5.223	71
72	7.862	7.243	6.653	6.091	5.559	5.058	72
73	7.650	7.039	6.457	5.904	5.382	4.890	73
74	7.431	6.830	6.257	5.714	5.202	4.721	74
75	7.206	6.614	6.052	5.520	5.020	4.551	75
76	6.975	6.393	5.843	5.323	4.835	4.378	76
77	6.739	6.169	5.631	5.125	4.650	4.206	77
78	6.499	5.944	5.419	4.926	4.464	4.033	78
79	6.258	5.716	5.206	4.727	4.278	3.860	79
80	6.016	5.489	4.993	4.528	4.093	3.689	80
81	5.773	5.261	4.780	4.329	3.909	3.518	81
82	5.530	5.034	4.568	4.132	3.726	3.350	82
83	5.289	4.808	4.358	3.937	3.546	3.184	83
84	5.048	4.584	4.149	3.744	3.368	3.021	84
85	4.810	4.362	3.943	3.554	3.194	2.861	85
86	4.574	4.143	3.741	3.368	3.023	2.705	86
87	4.342	3.928	3.543	3.186	2.856	2.553	87
88	4.114	3.717	3.349	3.008	2.694	2.406	88
89	3.891	3.512	3.160	2.835	2.537	2.263	89
90	3.673	3.311	2.977	2.668	2.385	2.126	90
91	3.461	3.117	2.799	2.507	2.239	1.995	91
92	3.256	2.929	2.628	2.352	2.099	1.869	92
93	3.058	2.748	2.463	2.203	1.965	1.749	93
94	2.867	2.574	2.306	2.061	1.837	1.635	94
95	2.683	2.408	2.155	1.925	1.716	1.527	95
96	2.508	2.249	2.013	1.797	1.602	1.425	96
97	2.341	2.098	1.877	1.676	1.494	1.330	97
98	2.182	1.956	1.749	1.562	1.392	1.240	98
99	2.032	1.820	1.628	1.454	1.297	1.156	99
100	1.891	1.694	1.516	1.354	1.210	1.080	100
101	1.755	1.572	1.407	1.258	1.125	1.008	101
102	1.627	1.458	1.306	1.169	1.049	0.940	102
103	1.508	1.352	1.212	1.089	0.978	0.875	103
104	1.394	1.251	1.125	1.012	0.907	0.813	104
105	1.295	1.166	1.050	0.942	0.846	0.751	105

* 2007 United States Life Tables for Total Population and Female Population
1997 US Railroad Retirement Board Remarriage Table
3.5% Annual Rate of Interest
4.0% Annual Rate of Escalation

When spouse's age exceeds claimant's age, the 0 age difference value is to be used. When claimant's age exceeds spouse's age by more than 5, the -5 age difference value is to be used.

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PART 3
SECTION 14. NEW JERSEY WORKERS COMPENSATION PLAN

Administrative Procedure

1. Introduction. The New Jersey Workers Compensation Insurance Plan (hereinafter the "Plan") is the administrative mechanism through which employers who are not able to obtain workers compensation insurance in the voluntary market can satisfy the mandatory requirement to secure such coverage. The Rating Bureau administers the Plan, but coverage is provided by designated insurers.

2. Insurance Company and Employer Accept All Provisions of the Plan. This Manual establishes the obligations and responsibilities of the employer and the designated insurance company in the Plan. Each insurance company accepts all provisions of the Plan as a condition of membership in the Rating Bureau. The employer accepts all provisions of the Plan and complete responsibility for the accuracy and truthfulness of the information provided in the application.

3. Responsibility of Person Other Than Applicant Who Submits Application. In any case where application information is completed and submitted by another person on behalf of the employer, it is the responsibility of the person completing and submitting such information to inform the employer fully of his responsibilities and the conditions under which it is applicable.

4. Incomplete Applications. Incomplete Applications will be rejected or returned.

5. How and When Insurance Takes Effect. The effective date of insurance is governed by the provisions of 3:14-8, subparagraph 3 and 3:14-8, subparagraph 9(c) of this Manual.

6. Employer Responsibility for Securing Insurance. The employer is responsible for securing Workers Compensation Insurance to comply with the requirements of law with respect to its liability under the New Jersey Workers Compensation law. Except as otherwise provided by the Statute, it is a violation of New Jersey law to engage employees unless the employer insures its liability under the Workers Compensation Law.

Every effort is made by the Rating Bureau to designate a member insurance company to provide the employer with Workers Compensation Insurance as promptly as possible after the Application has been received. Notification is sent to the designated member insurance company, to the employer, and to the designated producer, if any, but the Rating Bureau assumes no responsibility or liability for delays caused by any circumstances whatsoever or for miscarriage of its communications. The employer should ascertain the status of the Application and of the insurance that it seeks before incurring any liability under the New Jersey Workers Compensation Law.

7. Credit Procedure With Respect to Plan Risk Written as Regular Business. In the distribution of risks under 3:14-8, subparagraph 4 of this Manual, credit shall be allowed the member insurance companies for Plan risks written as regular business subject to the following:

- (a) The risk is insured under the Plan.
- (b) The voluntary insurance company recognizes the licensed producer authorized by the employer at the time voluntary insurance is consummated.
- (c) Credit shall begin in the month following the effective month of the policy or in the month following the occurrence of (i) or (ii) below, whichever is later.
 - (i) The Rating Bureau, in its regular routine operations, determines that such risk has been written as regular business.
 - (ii) The member insurance company notifies the Rating Bureau by letter that it has written such risk as regular business. The letter shall accompany the regular filing of Information Page and attaching endorsements.

If such risk is one insured under the Plan by the member insurance company that writes it as regular business, written notification (ii) above will be necessary to assure credit.

- (d) Credit for the period ending one hundred and twenty months following the effective date of the policy shall be allowed the member insurance company which removes the risk from the Plan regardless of any subsequent

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change in insurance company or other developments. Credit shall be discontinued if the risk again becomes insured under the Plan.

- (e) During the first seventy-two months of the credit period the estimated annual premium at which the initial policy is originally written shall be the amount credited. Where the estimated premium is less than \$10,000, the credited amount shall be doubled. During the next forty-eight months the amount credited shall be the following proportions of the premium at which the initial policy was credited:

First twelve months	—80%
Second twelve months	—60%
Third twelve months	—40%
Fourth twelve months	—20%

- (f) If the insurance company receiving credit cancels or refuses to renew a policy except for nonpayment of undisputed premium, it shall be the responsibility of the insurance company to notify the Rating Bureau by letter and to continue its insurance for a period of fifteen days following receipt of notice by the Rating Bureau to enable the insured to effect insurance under the Plan. It shall not be necessary under such circumstances for the insured to file any further Application Form. The responsibility of the insurance company under this paragraph shall be limited to the one hundred and twenty - month credit period and shall terminate earlier upon either the issuance of insurance under the Plan, or the issuance of insurance by another insurance company as regular business.
- (g) The Rating Bureau shall publish a monthly circular of Plan risk expirations and include a tabulation of current Plan statistics. The monthly circular is available www.njcrib.com.

8. Text

New Jersey Workers Compensation and Employers Liability Insurance Manual Part 3, Section 14

New Jersey Workers Compensation Insurance Plan Preamble. This Plan has been adopted by the insurance company members of the Rating Bureau and approved by the Commissioner of Banking and Insurance for the benefit of employers subject to the New Jersey Workers Compensation Law. It provides the means for an employer to satisfy the requirements of that law if unable to purchase Workers Compensation Insurance through normal channels. The Plan is a vehicle for distributing the insurance for such employers among the members of the Compensation Rating and Inspection Bureau. In other respects, the dealings between an employer and the insurance company will follow normal business routine as closely as possible.

The employer may designate a licensed producer and, with respect to any renewal of insurance under the Plan, may change the designated producer by written notice to the insurance company prior to the date of such renewal or, with the consent of the insurance company, at any other time. The name of the designated producer, if any, shall appear on the Information Page of the policy. The insurance company shall pay a fee to the producer designated by the employer based on the advance premium, subject to adjustment at the time the earned premium is determined. If, as a result of additional or return premium, the adjustment is less than five dollars, such adjustment shall be waived. The fee shall be based on New Jersey standard premium and paid at the rate of:

8% on the first	\$1,000
6% on the next	\$4,000
4% on the next	\$95,000
2% in excess of	\$100,000

Standard premium as defined in 3:3-75 of the Manual excludes any surcharges and the expense constant.

An application for insurance under this Plan shall be made electronically through the Online Assigned Risk platform at www.njcrib.com. The forms in 3:14-9 may be used to respond to carrier requests for additional or updated information, or in connection with the issuance of short term insurance pursuant to 3:14-8(9).

Incomplete applications will be rejected and returned to the submitting party for completion prior to the designation of an insurance company.

- (1) This Plan is available to any employer in good faith entitled to insurance under the New Jersey Workers' Compensation Law, who is unable to secure insurance for his liability under that law. Carriers that issue new Plan policies on or after July 1, 2012 are not required to provide coverage to any employer who, at the time of application, has outstanding any uncontested, unpaid premium in connection with any prior policy of Workers Compensation and Employers Liability Insurance.

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- (2) The employer may apply to the Rating Bureau directly or through a designated producer. The Application shall be submitted electronically through the Online Assigned Risk platform at www.njcrib.com.
- (3) As soon as possible after receipt of the employer's completed Application, the Rating Bureau shall designate a member insurance company to afford insurance on behalf of the employer and shall notify such insurance company, the employer and the designated producer, if any. The effective date of the insurance shall be 12:01 A.M. on the day following the date of the electronic submission of the Application.

If there is in force a policy terminating at a date later than the date that would be fixed pursuant to this rule, or if the employer desires insurance at a later date, the employer shall indicate such a date in the Application and the Rating Bureau shall fix the date when the insurance becomes effective as 12:01 A.M. on the stated termination date of the policy in force or as of the later date specified by the employer.

The Rating Bureau shall forward to the designated insurance company one copy of the Application, as well as the notice of the effective date of the insurance, and shall establish a process for the electronic payment of premium by the insured or its agent to the insurance company, same to be credited by the insurance company against the policy premium.

If the estimated annual premium is less than five hundred dollars, such estimated annual premium shall be paid within forty-eight hours of the Application. If the estimated annual premium is more than five hundred dollars, the Application shall be paid within forty-eight hours by such estimated annual premium or forty percent thereof as advance premium, but in no event, less than five hundred dollars. The balance, if any, of the estimated annual premium shall be paid within 30 days after notice of premium due.

If the designated insurance company and the employer agree to interim adjustment of premium, the following additional premium is required to complete the deposit premium: quarterly basis—10% of estimated annual premium, semi-annual basis—35% of estimated annual premium. Such additional premium shall be paid within 30 days after notice of premium due.

If an Application is received and premium payment is not made within forty-eight hours, it will be rejected, the parties notified and the requested effective date forfeited. The effective date of coverage will be established with due recognition of the date of the electronic submission and the execution of payment within forty-eight hours thereafter.

- (4) Member insurance companies can request, in writing, approval from the Rating Bureau to insure eligible employers based on its premium in proportion to the amount of written premiums among all insurance companies providing New Jersey Workers Compensation and Employers Liability Insurance, so far as is practicable. In this regard, member insurance companies may arrange to have designated Plan policies serviced by a third party, provided that the contract of insurance is issued in the name of the designated member company and that all information including correspondence furnished to the Rating Bureau also is in the name of the designated member company.

The reinsurance mechanism, known as the National Workers Compensation Reinsurance Association NFP, also is recognized as an acceptable means by which member carriers may meet their obligations under this Plan. An insurer may choose to satisfy its obligations under this Plan by subscribing to the National Workers Compensation Reinsurance Association NFP By-Laws. In the distribution, the Rating Bureau will recognize the National Workers Compensation Reinsurance Association NFP by designating only servicing insurance company members thereof.

Two or more insurance companies under the same management may designate one or more of such companies to receive all of their Plan risks.

In the distribution and in accordance with the procedure authorized by the Governing Committee, credit shall be allowed for Plan risks written as regular business.

- (5) The insurance shall be issued for a period of one year unless the employer requests short term insurance which may then be issued in accordance with the rules of this Manual. The insurance may be provided initially by binder.
- (6) An insurance company may appeal to the Governing Committee for relief from any Plan designation or from any subsequent renewal but, pending such appeal, shall not withhold or delay the issuance of the insurance required by paragraph 3.
- (7) Workers Compensation and Employers Liability Insurance provided under this Plan shall be subject to the rules, rates, minimum premiums, classifications, and the applicable rating plans of this Manual. Except as provided in paragraph 8, no insurance company shall charge any rate or premium other than as so determined.
- (8) If, in the opinion of the insurance company, the rates or minimum premium are seriously inadequate because of unusual or abnormal hazards or because of the prior loss experience of the Plan risk, the insurance company may

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make written request for the Governing Committee to fix rates or minimum premium which it deems adequate. The employer and designated producer, if any, shall be furnished with full particulars regarding the request of the insurance company.

A Governing Committee hearing shall be scheduled and the employer and the designated producer, if any, shall be invited to attend. Notice of the hearing shall be mailed to the insurance company and the employer and designated producer, if any, at least ten days before the date scheduled for the hearing.

The Governing Committee, following the hearing, may adopt such rates and minimum premium as, in its opinion, are both reasonable and adequate and upon approval of the Commissioner of Banking and Insurance and the insurance company shall provide the insurance in accordance therewith.

- (9) Default by the employer in the payment of any Workers Compensation and Employers Liability Insurance premium, when due, shall automatically be considered as grounds for cancellation of the insurance, whether the premium has become due under the current or preceding insurance. If, after the issuance of cancellation in accordance with this paragraph, the employer pays the premium that was due, the insurance company shall:

- (a) Reinstate the insurance, without lapse, if the premium is paid before the effective date of the cancellation, or
- (b) If the premium is paid after the effective date of cancellation, the short term insurance shall be issued to expire on the same date as the expiration date of the cancelled insurance.
- (c) The effective date of coverage of the short term insurance shall be at 12:01 A.M. on the day following the date of mailing of the Coverage Request Form in 3:14-9 and prescribed premium to the insurance company as shown by the postmark on the transmittal envelope. If the postmark is not legible, or metered mail is used, the insurance will be effective at 12:01 A.M. on the day of receipt of the Coverage Request Form and prescribed premium by the insurance company. If an earlier mailing date is established by proof of mailing with a recognized Post Office receipt, insurance shall be effective at 12:01 A.M. on the day following the date of such mailing. If the Coverage Request Form and prescribed advance premium are delivered to the insurance company by electronic or same-day delivery, insurance shall be effective at 12:01 A.M. on the day following the receipt of the Coverage Request Form and prescribed premium by the insurance company. The pickup date of a recognized overnight delivery or courier service shall be deemed the equivalent of the United States Postal Service postmark and coverage made effective at 12:01 A.M. on the following day.

If the premium is not paid within thirty days, the insurance company shall then notify the Rating Bureau of the amount due and the Rating Bureau, after notifying the employer and designated producer, if any, shall formally withdraw the risk from the Plan. No further insurance under the Plan shall be afforded on behalf of such employer until the premium has been paid and the Rating Bureau is satisfied that the employer is in good faith entitled to insurance.

- (10) If, after the issuance of insurance, it shall appear that the employer is not or ceases to be in good faith entitled to insurance, the insurance company may make written request to the Rating Bureau to authorize cancellation of the insurance. The employer and designated producer, if any, shall be furnished with full particulars regarding the request of the insurance company. Upon written request of the employer, a Rating Bureau hearing may be scheduled and the employer and designated producer, if any, shall be invited to attend. Notice of the hearing shall be mailed to the insurance company, the employer and designated producer, if any, at least ten day before the date scheduled for the hearing.

If the appeal of the insurance company is based upon physical conditions of the workplaces, lack of safeguards, or failure to comply with the safety recommendations, the appeal shall be accompanied by conclusive evidence that the conditions under which the employer operates do not meet the minimum legal requirements of the State of New Jersey.

The Rating Bureau, following the hearing, may authorize the insurance company to cancel the insurance. If the insurance is so cancelled, no further insurance under the Plan shall be afforded on behalf of the employer until the Rating Bureau is satisfied that the employer is in good faith entitled to insurance.

- ★ (11) Each policy of insurance issued pursuant to the provisions of the New Jersey Workers' Compensation Insurance Plan shall have attached Endorsement WC 29 03 09 A "New Jersey Limited Other States Insurance Endorsement", WC 29 03 10 "New Jersey Workers' Compensation Insurance Plan Eligibility Endorsement", and WC 00 04 24 "Audit Noncompliance Charge Endorsement".

The Procedure for carrier request for termination of coverage for employer non-compliance with the provision of WC 29 03 10 shall be as follows:

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- (a) Written documentation to the Rating Bureau citing the Endorsement provision(s) in violation, to include certified mailing delivery confirmation to the employer and producer, if any, for compliance.
- (b) After review, and upon the Rating Bureau's satisfaction of the carrier's efforts, the Rating Bureau will notify the employer, and producer, if any, in writing, of the carrier's formal request for termination. Such notification will allow the employer an additional 20 business days to comply with the policy provisions and authorize the carrier to begin cancellation if the carrier is not contacted within 20 business days.
- (c) Issuance by the carrier of the approved notice of cancellation shall provide the employer with 30 days advance notice of termination.
- (d) Resultant compliance by the employer prior to, or within 30 days after, the effective date of cancellation shall result in reinstatement or issuance of short term insurance as provided for in 3:14-8(14)(a), (b) and (c) of the Plan.
- (e) Continued non-compliance beyond the times prescribed herein will result in the employer being considered no longer in good faith entitled to coverage through the Plan until such time as the Rating Bureau is satisfied that any violations have been corrected.

An employer who purchased a policy through the New Jersey Workers Compensation Insurance Plan and fails to comply with an audit may be subject to an Audit Noncompliance Charge in accordance with 3:3-85 of this Manual. The Audit Noncompliance Charge shall be two times the total estimated premium.

If an employer insured through the New Jersey Workers Compensation Insurance Plan does not permit a full and complete audit, or does not provide the required records, regardless of whether the Audit Noncompliance Charge has been paid, the employer shall be deemed noncompliant with the audit and shall be ineligible for coverage through the Plan until such time as a full and complete audit has been performed or the required records have been provided.

- (12) It shall be the obligation of the insurance company to arrange to afford renewal insurance for each employer insured by it in accordance with the provisions of this Plan. Approximately thirty days prior to the renewal date, the insurance company shall arrange for the particulars incident to the renewal of the insurance and provided the deposit premium is paid by the employer prior to the renewal date, the renewal insurance shall be issued without lapse.

The deposit premium shall not be more than the following schedule:

Estimated Annual Premium	Program	Deposit	Additional Payments
Under \$5,000	Annual	100%	0
\$5,000-\$9,999	Semi-Annual	75%	1
\$10,000-\$24,999	Quarterly	50%	3
\$25,000 & Over	Monthly	25%	8

If the renewal payment is not made prior to the renewal date, the effective date of coverage of the renewal insurance shall be determined in a manner consistent with 3:14-8, subparagraph 9(c) of the Plan regarding the method of dispatch, delivery and receipt of premium by the designated insurance company.

If insurance is not effected within sixty days of expiration the insurance company shall notify the Rating Bureau. The Rating Bureau shall inform the employer and designated producer, if any, and in the absence of premium payment leading to the issuance of insurance shall relieve the insurance company of the assignment.

(13) Plan Premium Adjustment Program (PPAP)

- ★ **A. Introduction—** The Plan Premium Adjustment Program shall be applied to all risks insured in the New Jersey Workers Compensation Insurance Plan except for those issued or audited at minimum premium. For purposes of this Program, minimum premium is defined as the total of the policy minimum premium and each applicable minimum charge for Part II (Employers' Liability), FELA (Federal Employers Liability Act), and/or Maritime Increased Limits. It shall be applied to each qualifying risk by use of a PPAP adjustment factor. The amount of the adjustment factor is determined in accordance with 3:14-8(13B) and 3:14-8(13C) of the Manual. The adjustment factor is to be applied to the standard premium, exclusive of premium developed under classification codes 0910 and 0913, to determine the PPAP premium charge. If multiple policies are written to insure a single risk in the Plan, the adjustment factor shall apply to all such policies.

The PPAP premium charge must be separately exhibited in Item 4 of the Policy Information Page under statistical code 0942. The PPAP premium charge is to be shown after the standard premium and is subject to change on audit.

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- B. PPAP Adjustment Factor (Non-Rated Risks)** - A 20% adjustment factor is applicable to all qualifying Plan risks that are not experience rated.
- C. PPAP Adjustment Factor (Rated Risks)** - An adjustment factor of 20% is applicable to all qualifying Plan risks that are experience rated and have expected losses of less than \$10,000 in their experience modification calculation. The adjustment factor for risks with expected losses of \$10,000 or greater is determined in accordance with the PPAP formula in 3:14- 8(13D). The minimum adjustment factor for risks subject to the PPAP formula is 20%. If the PPAP formula indicates an adjustment factor greater than 20%, that adjustment factor will be applicable subject to the maximum adjustment factors in 3:14-8(13E). The adjustment factor for qualifying Plan risks that are experience rated will be shown on the experience rating data.

D. PPAP Formula—

- After the calculation of the experience modification factor (M) for the qualifying risks (risks with expected losses of \$10,000 or greater in their experience modification calculation), a weighted ratio (R) is calculated.

$$R = \frac{(0.5 - 0.5W)An}{(M)(En)} + \frac{(0.5 + 0.5W)A}{(M)(E)}$$

where:

- W** is the excess credibility
- A** is the modified total losses
- An** is the modified normal losses
- E** is the total expected losses
- En** is the expected normal losses
- M** is the calculated experience modification
- R** is the weighted ratio, limited to 2.0

All values except R are those used in the experience rating modification calculation.

- If R is greater than 1.0, an adjustment factor (AF) will be calculated using the following formula:

$$R = \frac{(0.08)(E)(R-1)^{1.25}}{(E+3)^{0.5}}$$

where:

- E** is the total expected losses of the particular insured (in thousands), limited to 40.

- The adjustment factor will be shown on all experience rating forms (ERM-1). The adjustment factor will be applied to standard premium and will be applicable to all policies insuring a risk in the Plan.

- E. Maximum Adjustment Factor (Rated Risks)** - There are maximum adjustment factors for those risks that are subject to the PPAP formula in 3:14-8 (13D) of this Manual. Maximum adjustment factors are applied on the basis of expected losses in the experience rating modification calculation. The following table shows maximum adjustment factors by expected loss size.

Risk Expected Losses	Maximum Adjustments
10,000-24,999	25%
25,000-39,999	30%
40,000 and over	35%

- Weighted Ratio—A** comparison of the modified losses to the expected losses. A ratio greater than 1.00 is subject to the PPAP. This ratio is limited to 2.00.
- PPAP Adjustment Factor—**The factor is applied to the standard premium. This factor is determined by the formula in D-2 using the weighted ratio in D-1.

- F. PPAP Adjustment Factor During Government Emergency Order** — A 10-point reduction of the adjustment factor is permitted during a government-declared, stay-at-home emergency order, and is to be assigned to employers that have been adversely impacted by the emergency order and have not otherwise realized a premium reduction in accordance with Manual rules 3:3-25(e) and 3:3-35(e). This exception shall only apply to policies in-force at any time during the period of such emergency order and, if appropriate, for such limited time thereafter as is necessary for the employer to return to standard business operations, which in no case shall extend beyond the date established by the Rating Bureau.

- If the insurance company desires to be relieved of the continuing obligation to insure the employer, it shall notify the Rating Bureau, in writing, not less than sixty days before expiration. Upon review and approval by the Rating Bureau in accordance with this rule, the Rating Bureau shall relieve the insurance company of its obligation and shall designate another insurance company to provide the renewal insurance in accordance with paragraph 3.

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Individual carrier requests for relief shall not exceed 3% of the total annual residual market policy count for the carrier making such request, as determined by the Rating Bureau on January 1st of each year.

Upon receipt by the newly designated carrier of the renewal deposit premium, the carrier may provide the employer with a Coverage Request Form to be fully completed, executed and returned within thirty days. Upon receipt, the carrier shall then file a copy of the Coverage Request Form with the Rating Bureau.

Failure by the employer to comply with the provisions contained herein will result in carrier notification to the Rating Bureau. The Rating Bureau will then notify the employer and producer, if any, in writing, advising that failure to provide the required Coverage Request Form within ten days will constitute grounds for cancellation of the coverage for non-compliance. If, after the issuance of cancellation in accordance with this paragraph, the employer submits the required Coverage Request Form, the insurance company shall:

- (a) Reinstate the insurance, without lapse, if the Coverage Request Form is received before the effective date of cancellation, or
 - (b) If the Coverage Request Form is received within thirty days after the effective date of cancellation, short term insurance shall be issued to expire on the same date as the expiration date of the cancelled insurance.
 - (c) The effective date of coverage of the short term insurance shall be determined in the manner consistent with 3:14-8, paragraph (3) of the Plan.
- (15) In the event that a policy issued by an insurance company is cancelled because Workers Compensation and Employers Liability Insurance is to be provided by it or another insurance company as regular business, such cancellation shall be pro rata and the responsibility of the designated insurance company shall automatically terminate as of the effective date of the voluntary insurance.

It is improper for a member insurer to request that an employer be placed in the Plan before an offer of voluntary coverage is made. In each such documented situation, a monetary fine of \$5,000 will be levied against the insurer.

It is improper for a licensed producer to reject an offer of voluntary coverage on behalf of an employer unless the producer has informed the employer that there is a surcharge for coverage through the Plan. In each such documented situation, where the producer has failed to notify the employer of the surcharge, a fine of \$1,000 will be levied against the producer.

- (16) The acceptance of the Plan is a condition of membership in the Compensation Rating and Inspection Bureau.
- (17) Every insurance company which is or becomes a member of the Rating Bureau shall file an acceptance of this Plan upon such form as the Rating Bureau prescribes. Such insurance company shall be a member of the National Workers Compensation Reinsurance Association NFP, unless it contacts the Rating Bureau in writing and requests to become a direct insurer of Plan business. The Rating Bureau authorizes the Administrator of the National Workers Compensation Reinsurance Association NFP to:
- i. Conduct a selection process for NWCRA servicing carriers to insure eligible employers assigned under this Plan, subject to approval and final selection by the New Jersey Compensation Rating and Inspection Bureau;
 - ii. To fairly and equitably allocate the expenses associated with the reinsurance provided;
 - iii. Establish compensation for such servicing carriers in accordance with the selection process conducted, subject to approval by the New Jersey Compensation Rating and Inspection Bureau;
 - iv. Oversee the performance of the servicing carriers; and
 - v. Establish and administer a resolution process for disputes and appeals arising out of the servicing carrier selection, oversight, incentive, or compensation processes, or the reinsurance provided.
- (18) New Jersey may be included in Item 3C "Other States Insurance" of the information page for residual market policies issued in other jurisdictions.
- (19) Catastrophe Provisions. For policies written in accordance with the New Jersey Workers Compensation Insurance Plan, the procedures set forth in 3:3-55 of this Manual are applicable.

9. Forms. The forms in 3:14-9 may be used to respond to carrier requests for additional or updated information, or in connection with the issuance of short term insurance pursuant to 3:14-8(9).

Effective September 8, 2015



NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN NOTES AND INSTRUCTIONS (COVERAGE REQUEST FORM)

COMPENSATION RATING AND INSPECTION BUREAU
60 PARK PLACE, NEWARK, NEW JERSEY 07102
(973) 622-6014

PLEASE READ THESE NOTES, INSTRUCTIONS AND APPLICABLE MANUAL RULES CAREFULLY

An Application for insurance coverage through the New Jersey Workers Compensation Plan ("Plan") shall be made to the Rating Bureau at www.njcrib.com. Plan Rules may be found in Part 3, Section 14 of the New Jersey Workers Compensation & Employers' Liability Insurance Manual ("Manual").

The following notes and instructions apply to other requests for information from designated member insurers which provide coverage through the Plan. Applicable forms in connection with such requests include: Coverage Request Form (ACORD 133 NJ); Notice of Election – Proprietors and Partners (ACORD 134 NJ); Employee Leasing Supplemental Request Form (ACORD 135 NJ) and Truckers Supplemental Request Form (ACORD 136 NJ).

NOTES

1. Print a copy of the Coverage Request Form and any other applicable request forms for your records.
2. Premium payment requirements, as well as the coverage effective date, shall be determined pursuant to rules 3:14-8(3) and 3:14-8(9)(c), as applicable.
3. If applicable, you must complete the following forms: "Notice of Election – Proprietors and Partners"; "Employee Leasing Supplemental Request Form" and "Truckers Supplemental Request Form."
4. The designated insurer may return any incomplete forms and delay processing until all forms have been fully completed.

INSTRUCTIONS FOR COMPLETING COVERAGE REQUEST FORM

The numbers below refer to the numbers on the Coverage Request Form. You may contact the Rating Bureau at (973) 622-6014 for help.

1. NAME

Give the full legal name(s). Show the name of the individual owner or partners in addition to the registered trade name. For corporations, show the full name as registered with the Secretary of State of the State of incorporation. The policy will use the name as given and will afford correct coverage only if you show the complete and accurate name(s). Include the New Jersey Taxpayer Identification Number(s), Federal Employers Identification Number(s) (or Social Security Number) and your business telephone. Show the full legal name(s) of all commonly owned entities, whether coverage is requested or not. Any entity not requiring coverage must provide full details, including reason for exclusion, name of insurance company providing coverage, policy number and effective dates, if any.

2. ADDRESS

- a. State your complete and exact mailing address (Do not use the address of your producer or other representative). For Employee Leasing, Professional Employer Organizations or Temporary Help Services, this will be your principal physical location (PO Box is not acceptable as a location).
- b. Principal physical location of applicant (PO Box is not acceptable as a location).

3. DATE BUSINESS OR OPERATION BEGAN

State the date the business or operations identified in Item #1 began in New Jersey. If the operation is seasonal or not continuous, explain on a supplemental page.

4. LEGAL STATUS

Check the proper box to signify the legal status of the business. If you check "Other," you must further identify the type of organization, using a separate sheet, if necessary.

5. LOCATION OF ALL NEW JERSEY SHOPS, YARDS OR WORK PLACES

State the addresses of all locations from which you conduct business operations, other than the mailing address contained in Item 2.a. This should include all locations of all commonly owned entities, whether or not coverage is requested. "If Any," "Various," PO Boxes or similar descriptions are not acceptable. Each workplace must include a complete and exact address as well as the maximum number of employees per shift, per location. "If Any" employees is not acceptable. The number of employees as of the date of this application must be shown, including temporary, leased or part-time employees, as well as sub-contractors. Use a supplemental sheet to provide any necessary additional explanations.

Effective September 8, 2015

6. BOOKS AND RECORDS REFLECTING REMUNERATION

Specify the records you maintain of all compensation or remuneration to all persons or entities; including, but not limited to, employees, owner/operators, sub-contractors, independent contractors, consultants and vendors. These records include all ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and all programs for storing and retrieving data. If you use contractors or sub-contractors, provide the manner of payment and the records maintained. State whether contractors or sub-contractors provide you with Certificates of Insurance. If you use a payroll service and/or accountant for record maintenance, provide full name(s), address(es) and telephone number(s) where they may be examined for audit purposes.

7. OWNERSHIP INFORMATION

Include the name, duties and annual remuneration of each regular corporate officer. This includes those known as President, Vice President, Secretary and/or Treasurer. Include this remuneration in the premium calculations. Also show the percent of stock owned by each.

For individuals, give the name and 100% as the amount of ownership interest. For a partnership, show the names of all the partners and ownership percentage each partner holds in the business.

In every case the total ownership interest must equal 100%. If you cannot clearly state the ownership, give the facts separately.

8. INSURANCE RECORD

Answer the question by checking "Yes" or "No". Complete the remaining questions.

If you have had workers' compensation insurance within the past three years, give the insurance company name, the last policy number and effective date, as well as the Governing Classification, annual premium and audited payrolls. If the name of the insured on that policy differs from the name for the insurance needed here, provide the proper name of the insured. If there is current insurance, give a detailed reason for completing this coverage request form.

9. INSURANCE COMPANIES WHO HAVE REFUSED INSURANCE

List the names of three insurance companies, and their representatives' names, refusing to provide this insurance to the applicant identified in Item #1 within the last 60 days. Agency names and representatives are not acceptable.

10. NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS

Completely describe all operations of the applicant, including products manufactured, assembled, sold or serviced. For a manufacturing business, give raw materials, processes, machinery used and the product manufactured. If a service operation, give the nature and details. For mercantile businesses, show whether wholesale or retail and nature of merchandise sold. If a contractor, show the type of work performed, including work performed by sub-contractors. Classifications may not be changed from those established by the Rating Bureau without specific written consent of the Bureau.

11. GENERAL INFORMATION

Answer all questions by answering "Yes" or "No." If "YES," a detailed explanation must be provided on a supplemental sheet.

12a. CURRENT CLASSIFICATION OF OPERATIONS

List each Manual classification, phraseology and code number separately. If multiple locations, code should be shown separately for each location. Opposite each classification, show the total number of employees per code/per location, the code number, manual rate, annual payroll by classification and resultant premium. Compensation and remuneration reflected may be no less than those verified by tax documentation for the last taxable year, or that compensation or remuneration previously established by audit or inspection (3:3-36 & 37 of the Manual).

"IF ANY" is not acceptable as the number of employees or as an estimated payroll.

12b. PROJECTED CLASSIFICATIONS

Projected classifications are required. Calculations should be made by taking into account not only Current Classification of Operations as shown in 12a. above, but also projected classification(s) of operations, total number of employees per code/per location, code number, manual rate, and compensation or remuneration by classification for the upcoming policy period. This section must reflect both historical information and known or expected future operations and business experience.

13. PREMIUM PAYMENT

If the total estimated annual premium is less than five hundred dollars, the full estimated annual premium is required. If the estimated premium is more than five hundred dollars, submit 40% of it, or \$500, whichever is greater.

14. CERTIFICATION

The coverage request form is incomplete unless the accuracy of the information contained therein is certified through the signature of a person legally authorized to act on behalf of the person or business named in Item #1. Include the date you sign the coverage request form.

15. PRODUCER CERTIFICATION

If you are an authorized licensed producer, provide the name, complete address and telephone number of the agency; include your federal employer identification number or social security number. You must also date and sign the coverage request form.

Effective September 8, 2015



NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN COVERAGE REQUEST FORM

DATE (MM/DD/YYYY)

COMPENSATION RATING AND INSPECTION BUREAU
60 PARK PLACE, NEWARK, NEW JERSEY 07102
(973) 622-6014

Complete fully. See instruction sheet. Type or Print. Attach separate sheet, if necessary.

An Application for insurance coverage through the New Jersey Workers Compensation Insurance Plan ("Plan") shall be made to the Rating Bureau at www.nicrib.com.

This form shall be used at the request of the designated member insurer which provides coverage to the insured through the Plan.

COVERAGE ID NUMBER		COVERAGE REQUESTED EFFECTIVE DATE		NEW JERSEY TAXPAYER IDENTIFICATION #	
1. NAME		TELEPHONE NUMBER		FEDERAL EMPLOYER ID #SOCIAL SECURITY #	
2. a. MAILING ADDRESS (Including ZIP code)		2. b. FULL ADDRESS OF PRINCIPAL PHYSICAL LOCATION (No P.O. Box)		3. DATE BUSINESS OR OPERATION BEGAN	
				4. LEGAL STATUS - IMPORTANT - REFER TO INSTRUCTIONS	
				☐ INDIVIDUAL ☐ CORPORATION ☐ PARTNERSHIP ☐ SUBCHAPTER "S" CORP OTHER:	

5. LOCATION OF ALL NEW JERSEY SHOPS, YARDS OR WORK PLACES ("IF ANY" is NOT acceptable for Locations or # of Employees)

#	STREET, CITY, COUNTY, STATE, ZIP CODE	MAX # EMP PER SHIFT	#	STREET, CITY, COUNTY, STATE, ZIP CODE	MAX # EMP PER SHIFT

6. BOOKS AND RECORDS REFLECTING REMUNERATION

WHAT RECORDS DO YOU MAINTAIN SHOWING ALL REMUNERATION, AND WHERE (LOCATION) MAY THEY BE EXAMINED?

AUDIT INFORMATION CONTACT NAME

TELEPHONE NUMBER

AUDIT ADDRESS (Physical Location)

IF PAYROLL SERVICE IS USED PROVIDE NAME, ADDRESS AND TELEPHONE # OF SERVICE

7. OWNERSHIP INFORMATION

LIST BELOW NAMES, TITLES, DUTIES AND APPROXIMATE ANNUAL REMUNERATION OF CORPORATE OFFICERS. SIMILARLY, INCLUDE ANY PROPRIETORS AND PARTNERS WHERE THE NOTICE OF ELECTION-PROPRIETORS AND PARTNERS HAS BEEN COMPLETED. INCLUDE THEIR REMUNERATION IN THE PREMIUM COMPUTATIONS. ALSO GIVE THE PERCENT OF STOCK OWNED BY EACH OFFICER AND PARTNER. ATTACH SEPARATE SHEET IF NECESSARY.

NAME	TITLE	% OF STOCK OWNED	DUTIES	APPROXIMATE ANNUAL REMUNERATION

IF YOU HAVE NOT INCLUDED THE OFFICER'S, OWNERS OR PARTNERS PAYROLL IN THE PREMIUM CALCULATION, EXPLAIN:

8. INSURANCE RECORD

ANY PREVIOUS NJ WORKERS COMP INSURANCE COVERAGE?		☐ YES IF YES, WAS COVERAGE THROUGH: ☐ PLAN ☐ VOLUNTARY ☐ NO REASON FOR FILING APPLICATION:					
		IF NO, NEW BUSINESS SELF INSURANCE OTHER:					
INSURANCE RECORD - THREE PREVIOUS YEARS (ATTACH SEPARATE SHEET, IF NECESSARY)							
STATE	LOCATION	INSURANCE COMPANY	POLICY NUMBER	POLICY PERIOD FROM TO	GOVERNING CLASS	ANNUAL PREMIUMS	AUDITED PAYROLL

Effective September 8, 2015

9. INSURANCE COMPANIES WHO HAVE REFUSED INSURANCE

LIST BELOW NAMES AND REPRESENTATIVES OF THREE COMPANIES WHICH HAVE REFUSED COVERAGE IN THE PAST SIXTY DAYS. THE REPRESENTATIVES NAMED MUST BE FULL-TIME EMPLOYEES OF THE INSURANCE COMPANY. IF APPLICABLE, ONE OF THESE COMPANIES SHOULD BE THE ONE PROVIDING WORKERS COMPENSATION INSURANCE TO THE APPLICANT AT THE TIME OF APPLICATION.

INSURANCE COMPANY NAME	REPRESENTATIVE'S NAME

10. NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS

GIVE COMPLETE DESCRIPTION OF BUSINESS AND OPERATIONS INCLUDING PRODUCTS MANUFACTURED, SOLD OR SERVICED.

11. GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES; ATTACH SEPARATE SHEET IF NECESSARY

YES NO

1. DO YOU HAVE OPERATIONS IN STATES OTHER THAN NEW JERSEY? IF YES, LIST THE STATES AND LENGTH OF TIME IN BUSINESS BY STATE:		
2. HAS THERE BEEN A NAME CHANGE OR A CONSOLIDATION, MERGER OR OTHER OWNERSHIP CHANGE DURING THE PAST THREE YEARS? IF YES, ATTACH A SEPARATE SIGNED OWNERSHIP STATEMENT ON EMPLOYER'S LETTERHEAD WITH PREVIOUS BUSINESS NAME, OWNERS, INCLUDING PERCENTAGE OF STOCK, AND DATE OF CHANGE.		
3. DOES ANY OWNER NAMED IN ITEM #7 HAVE AN OWNERSHIP INTEREST IN ANY OTHER BUSINESS? IF YES, DESCRIBE FULLY.		
4. HAS ANY OWNER EVER BEEN IN BUSINESS UNDER A DIFFERENT NAME? IF YES, GIVE NAME(S) AND DATE(S) OF OPERATION.		
5. HAS ANY OWNER FILED FOR BANKRUPTCY? IF YES, GIVE DATE AND STATE OF FILING.		
6. DO YOU OR ANY COMMONLY OWNED OR MANAGED ENTERPRISES OWE ANY UNPAID WORKERS COMPENSATION INSURANCE PREMIUMS?		
7. HAS ANY INSURANCE COMPANY EVER CANCELED YOUR WORKERS COMPENSATION POLICY FOR NONPAYMENT OR FOR ANY OTHER REASON?		
8. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS? IF YES, COMPLETE EMPLOYEE LEASING SUPPLEMENTAL REQUEST FORM.		
9. DO YOU HAVE ANY TRUCKING OPERATIONS? IF YES, COMPLETE TRUCKER'S SUPPLEMENTAL REQUEST FORM.		
10. DO YOU USE SUBCONTRACTORS?		
11. IF YES, DO YOU OBTAIN CERTIFICATES OF INSURANCE?		

12a. CURRENT CLASSIFICATION OF OPERATIONS

CLASSIFICATION/PHRASEOLOGY	TOTAL # OF EMP PER CODE	CLASS CODE	RATE	TOTAL PREMIUM BASIS TOTAL WAGES	PREMIUM
CLERICAL OFFICE EMPLOYEES		8810			
SALESPERSONS - OUTSIDE		8742			
DRIVERS NOC		7380			
TOTAL PREMIUM EXCLUDING MOD/PPAP/SURCHARGES					

Effective September 8, 2015

12b. PROJECTED CLASSIFICATION OF OPERATIONS

CLASSIFICATION/PHRASEOLOGY	TOTAL # OF EMP PER CODE	CLASS CODE	RATE	TOTAL WAGES	TOTAL PREMIUM BASIS PREMIUM
CLERICAL OFFICE EMPLOYEES		8810			
SALESPERSONS - OUTSIDE		8742			
DRIVERS NOC		7380			
TOTAL PREMIUM SUBJECT TO THE EXPERIENCE MODIFICATION					
* PREMIUM MODIFIED TO REFLECT EXP MOD					
OTHER PREMIUM CHARGES					
TOTAL ESTIMATED STANDARD PREMIUM					
** PLAN PREMIUM ADJUSTMENT					
(0900) EXPENSE CONSTANT					
(9740) TERRORISM PREMIUM CHARGE - \$ 0.0300 PER \$100 OF PAYROLL					
(9741) CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM CHARGE - \$ 0.0100 PER \$100 OF PAYROLL					
TOTAL ESTIMATED PREMIUM					
(0935) SECOND INJURY FUND SURCHARGE					
(0936) UNINSURED EMPLOYERS FUND SURCHARGE					
TOTAL ESTIMATED COST \$					
*** DEPOSIT PREMIUM					

13. PREMIUM PAYMENT

AMOUNT DUE \$

14. CERTIFICATION

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ THE INSTRUCTIONS RELATED TO THE COMPLETION OF THIS FORM, AS WELL AS THE ABOVE STATEMENTS AND CERTIFY THAT THE FOREGOING STATEMENTS AND INFORMATION CONTAINED HEREIN ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND, THAT I, AS AN OWNER/OFFICER, AM FULLY AUTHORIZED TO SIGN THIS FORM ON BEHALF OF THE INSURED, AND TO BIND THE INSURED. I UNDERSTAND THAT UNDER NEW JERSEY CRIMINAL LAW, INSURANCE FRAUD IS PUNISHABLE BY UP TO TEN (10) YEARS IMPRISONMENT AND FINES UP TO \$150,000, AS WELL AS CIVIL PENALTIES AUTHORIZED BY THE NEW JERSEY INSURANCE FRAUD PREVENTION ACT.

I UNDERSTAND THAT THE INFORMATION PROVIDED HEREIN IS MATERIAL AND WILL BE RELIED UPON BY THE COMPENSATION RATING & INSPECTION BUREAU, AS WELL AS BY THE DESIGNATED INSURANCE COMPANY, TO PROVIDE THE REQUESTED INSURANCE AND WILL BE USED TO CALCULATE MY PRELIMINARY WORKERS' COMPENSATION PREMIUM.

I ALSO UNDERSTAND THAT I HAVE A CONTINUING OBLIGATION TO PROMPTLY NOTIFY THE DESIGNATED CARRIER OF CHANGES IN:

- THE KIND OF WORK CONDUCTED BY THE BUSINESS
- THE SIZE OF AND/OR CLASSIFICATION OF OUR WORKFORCE
- THE AMOUNT OF REMUNERATION
- THE BUSINESS OWNERSHIP OR BUSINESS STRUCTURE
- CHANGE OF MAILING ADDRESS AND/OR PRINCIPAL PHYSICAL LOCATION

I AGREE TO MAKE AVAILABLE ALL RECORDS NECESSARY FOR A CARRIER OR RATING BUREAU AUDIT AND TO PERMIT THE AUDITOR OR OTHER REPRESENTATIVE TO MAKE A PHYSICAL INSPECTION OF OUR PREMISES/OPERATIONS. I UNDERSTAND THAT FAILURE TO DO THIS MAY RESULT IN TERMINATION OF THE COVERAGE PROVIDED, CIVIL PENALTIES AND/OR CRIMINAL PROSECUTION.

IT IS FURTHER UNDERSTOOD THAT IF THERE IS WORKERS' COMPENSATION LIABILITY UNDER THE LAW(S) OF ANY OTHER STATE(S), OTHER ARRANGEMENTS MUST BE MADE.

IN ACCORDANCE WITH NEW JERSEY LAW, IF I/WE INTENTIONALLY UNDERSTATE OR CONCEAL REMUNERATION, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES, SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I/WE SHALL BE SUBJECT TO CIVIL PENALTIES AUTHORIZED BY THE NEW JERSEY INSURANCE FRAUD PREVENTION ACT, AS WELL AS PROSECUTION UNDER THE CRIMINAL LAWS OF THIS STATE.

PRINT NAME AND TITLE	NJ DRIVER'S LICENSE # OR NJ MVC ID #
SIGNATURE	DATE

Effective September 8, 2015

15. PRODUCER CERTIFICATION

DESIGNATED LICENSED PRODUCER, IF ANY (INCLUDE ADDRESS)		FEDERAL EMPLOYER ID #/SOCIAL SECURITY NUMBER
		TELEPHONE NUMBER
I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE INSTRUCTIONS RELATED TO THIS FORM AND HAVE FULLY EXPLAINED THE RULES AND PROCEDURES OF THE NEW JERSEY WORKERS' COMPENSATION INSURANCE PLAN TO THE INSURED. I UNDERSTAND THAT INTENTIONAL MISSTATEMENT OF INFORMATION IN THIS FORM MAY SUBJECT ME TO PENALTIES AS ARE PROVIDED BY LAW INCLUDING, BUT NOT LIMITED TO LOSS OF LICENSE. I FURTHER UNDERSTAND THAT UNDER NEW JERSEY CRIMINAL LAW, INSURANCE FRAUD IS PUNISHABLE BY UP TO TEN (10) YEARS IMPRISONMENT AND FINES UP TO \$150,000 AS WELL AS CIVIL PENALTIES AUTHORIZED BY THE NEW JERSEY INSURANCE FRAUD PREVENTION ACT. I FURTHER CERTIFY THAT I HAVE WITNESSED THE INSURED'S SIGNATURE TO THIS FORM.		
PRINT PRODUCER'S NAME AND TITLE	PRODUCER'S NJ LICENSE #	NATIONAL PRODUCER NUMBER
PRODUCER'S SIGNATURE	DATE	

REMARKS

Effective September 8, 2015



**NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN
NOTICE OF ELECTION - PROPRIETORS AND PARTNERS**

DATE

PLEASE PRINT OR TYPE, ATTACH SEPARATE FORMS IF NECESSARY

**NOTICE OF ELECTION - PROPRIETORS AND PARTNERS
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

THIS NOTICE MUST BE COMPLETED IF ANY ENTITY IS OPERATED AS A PROPRIETORSHIP OR ANY TYPE OF PARTNERSHIP INCLUDING A LIMITED LIABILITY PARTNERSHIP OR LIMITED LIABILITY COMPANY.

THE NEW JERSEY WORKERS' COMPENSATION LAW WAS AMENDED EFFECTIVE APRIL 13, 2000. THE AMENDMENT PERMITS ELECTION BY A SELF-EMPLOYED PERSON OR PARTNERS OF ANY PARTNERSHIP INCLUDING PARTNERS OF A LIMITED LIABILITY PARTNERSHIP AND MEMBERS OF A LIMITED LIABILITY COMPANY ACTIVELY PERFORMING SERVICES ON BEHALF OF THE BUSINESS TO BE DEEMED EMPLOYEES FOR THE PURPOSE OF RECEIPT OF BENEFITS AND THE PAYMENT OF PREMIUMS. THIS ELECTION DOES NOT AFFECT THE INSURANCE OBLIGATIONS FOR EMPLOYEES OTHER THAN THE SELF-EMPLOYED PERSON, PARTNERS OR MEMBERS.

THIS ELECTION MUST BE MADE AT THE TIME THE POLICY IS PURCHASED OR RENEWED AND MUST BE EFFECTIVE AT THE INCEPTION DATE OF THE POLICY. IT IS IMPORTANT TO NOTE THAT THE ELECTION CANNOT BE RESCINDED DURING THE POLICY PERIOD AND THAT IN THE CASE OF ANY PARTNERSHIP INCLUDING A LIMITED LIABILITY PARTNERSHIP OR LIMITED LIABILITY COMPANY, **ALL** OF THE PARTNERS OR **ALL** OF THE MEMBERS MUST ELECT THE COVERAGE. YOU WILL BE REQUIRED TO PAY A PREMIUM BASED ON THE REMUNERATION AND DUTIES OF THE SELF-EMPLOYED PERSON OR EACH PARTNER OR EACH MEMBER.

THE INSURER OR INSURANCE PRODUCER SHALL NOT BE LIABLE IN AN ACTION FOR DAMAGES ON ACCOUNT OF THE FAILURE OF THE BUSINESS, LIMITED LIABILITY PARTNERSHIP, LIMITED LIABILITY COMPANY OR PARTNERSHIP TO ELECT TO OBTAIN WORKERS' COMPENSATION COVERAGE FOR A SELF-EMPLOYED PERSON, LIMITED LIABILITY PARTNER, LIMITED LIABILITY COMPANY MEMBERS OR PARTNER, UNLESS THE INSURER OR INSURANCE PRODUCER CAUSES DAMAGE BY A WILLFUL, WANTON OR GROSSLY NEGLIGENT ACT OF COMMISSION OR OMISSION.

WHETHER ELECTING OR REJECTING COVERAGE, IT WILL BE NECESSARY TO COMPLETE ALL OF THE INFORMATION REQUESTED BELOW. A COPY OF THIS NOTICE AND PROOF OF MAILING SHOULD BE RETAINED FOR YOUR RECORDS. IF YOU RECEIVED THIS FORM IN RELATION TO A RENEWAL OF INSURANCE, AND FAIL TO EXECUTE AND RETURN IT TO THE INSURER/PRODUCER, COVERAGE WILL CONTINUE AS PER THE EXPIRING POLICY.

ALWAYS COMPLETE THIS SECTION

NAME OF BUSINESS _____

COVERAGE IS ELECTED ☐ COVERAGE IS REJECTED ☐ BUSINESS IS A CORPORATION OR OTHER FORM OF ORGANIZATION ☐

COMPLETE THIS SECTION ONLY WHEN COVERAGE IS ELECTED

NAME(S) OF PROPRIETOR OR ALL PARTNERS (PLEASE PRINT)	ESTIMATED ANNUAL WAGE	DUTIES
1.		
2.		
3.		
4.		
5.		
6.		

ALWAYS COMPLETE THIS SECTION

SIGNATURE: _____ DATE: _____
PROPRIETOR OR A PARTNER

Effective September 8, 2015



**NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN
EMPLOYEE LEASING SUPPLEMENTAL REQUEST FORM**

DATE (MM/DD/YYYY)

A labor contractor leasing workers to another entity or entities must answer all questions on this form. Exclude any temporary help service provided. For this purpose, temporary help service means a service where the labor contractor hires its own employees and assigns them to clients for temporary periods to add to the client's work force in special work situations, such as employee absences, temporary skill shortages and seasonal workloads. Where necessary, use supplemental sheets to provide required detail.

Name of Labor Contractor: _____

1. Has the labor contractor operated under any other name, in any jurisdiction, in the past five (5) years?
If "YES", complete the following.

STATE NAME(S)	INSURANCE COMPANY	POLICY #	FROM	TO	ANNUAL PREMIUM

YES NO
☐ ☐

2. OWNERSHIP. List every person or entity owning a 5% or more interest in the Labor Contractor now.
Include the percentage of ownership for each person or entity, duties and annual salary.

NAME	TITLE	% OWNERSHIP	DUTIES	ANNUAL SALARY

YES NO
☐ ☐

3. Do any principal owners of the labor contractor have any ownership interest in any other business entities, in any jurisdiction? If "YES", provide name and address(es) of other business interests, names of all owners, percentage of ownership, name of insurance carrier and policy number.

YES NO
☐ ☐

4. List all clients of the labor contractor, whether or not covered by this insurance, including any other name(s) the client operated under in the last five (5) years. Include the address, NJTIN, FEIN and physical location of payroll records for each firm.

CLIENT INFORMATION - The labor contractor must submit the following information for each client.

LEGAL BUSINESS NAME OF CLIENT	NJTIN	FEIN
COMPLETE PHYSICAL ADDRESS	PAYROLL ADDRESS	

5. Does the labor contractor have any outstanding premium due on any workers' compensation policy? If "YES", amount owed, to which company, whether the amount is disputed. Include explanation.

YES NO
☐ ☐

6. Is labor contractor duly registered with the NJ Dept. of Labor and Workforce Development? If "NO", explain.

YES NO
☐ ☐

FOR LABOR CONTRACTOR / CLIENT COVERAGE

1. Is there a written contract between the labor contractor and the client?
2. Does client lease entire workforce from this labor contractor?
If "NO", explain and provide coverage information for non-leased workers.
3. Is client contractually affiliated with any other labor contractor?
If "YES", explain fully including legal name, mailing address and coverage information.
4. Does client firm have any outstanding premium due on any workers' compensation policy?
If "YES", provide name of insurance company, policy number, effective dates and amount outstanding.
5. Do any other clients of labor contractor have current coverage through NJWCIP?
If "YES", provide name of client(s) and assigned carrier(s).

YES NO
☐ ☐
☐ ☐
☐ ☐
☐ ☐
☐ ☐

LABOR CONTRACTOR'S STATEMENT

The labor contractor certifies that all information contained herein, as well as that contained in the primary application, is true, complete and accurate. As a co-employer of the client entity, it is hereby certified that the labor contractor has fully read the Notes, Instructions and Certification for the Coverage Request Form, and by signature below, understands and acknowledges that the responsibilities and liabilities contained therein are co-extensive with the client. Labor contractor further certifies that client(s) have been fully apprised of contents, and been provided copies of all documents attendant to procuring the required coverage.

Name of Labor Contractor: _____

Signature and Title of Officer, owner or person authorized to legally bind the labor contractor

Date

Print Name of Officer, owner or person whose signature appears above.

Effective September 8, 2015



NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN
TRUCKERS SUPPLEMENTAL REQUEST FORM

DATE (MM/DD/YYYY)

If space restricts a complete answer, attach answer on separate sheets of paper.

1. NAME 2. BUSINESS ADDRESS	3. HOME PHONE BUSINESS PHONE 4. FEIN NJTIN

5. If you or your employees operate out of a base terminal, give terminal address(es): You must attach a list of drivers assigned to each terminal.

6. If you or your employees spend a majority of driving time in a certain state, name that State for yourself and each employee:

7. If you do not drive a majority of time in any one state, give yours and your employees' state(s) of residence:

8. Do you use any owner-operators? ☐ Yes ☐ No
If "YES", list them below:

NAME - ALL DRIVERS	HOME ADDRESS(ES)

9. Do you have workers compensation certificates of insurance on file for each owner-operator? ☐ Yes ☐ No
If "NO", is payroll included on the Coverage Request Form? ☐ Yes ☐ No

10. Do you lease employees to other firms? ☐ Yes ☐ No If "YES", list firm name(s) and street address(es) of locations where leased employees operate: Include Employee Leasing Supplemental Request Form.

11. With whom is your largest hauling contract?

FIRM	ADDRESS

12. **CERTIFICATION**
- I certify that I have read and understand the statements in this form. Also, I certify that the statements in this form are true and agree to the following conditions:
- A. To maintain a complete payroll transaction record as the insurance company may require, and to have these records available to the company and Rating Bureau at the business address.
 - B. To obey all laws, orders, and rules of the public authorities and with recommendations made by the insurance company about the welfare, health and safety of the employees.

Business Name of Employer	Signature
Date	Title

*** Definitions**

Base Terminal: A permanent location with central loading docks or storage facilities where a trucker regularly loads, unloads, stores or transfers freight.
State of Residence: The state where the trucker lives and files Federal Income Tax returns.

Effective January 1, 2021

10. Supplementary Procedure—Employers Insured Under Plans in Other States

- (a) **Application of the Manual.** The New Jersey Workers Compensation Insurance Plan shall apply in all respects, except as is herein indicated, to insurance effected under this procedure.
- (b) **Qualifying for Same Insurance Company in New Jersey as in Other States.** Any employer insured under Plans in any state other than New Jersey for Workers Compensation Insurance may qualify for designation of the same insurance company in accordance with the New Jersey Workers Compensation Insurance Plan by
 - (i) contacting the designated servicing carrier, or
 - (ii) filing with the Rating Bureau a New Jersey Workers Compensation Insurance Plan application with a letter or explanation in which the need for such designation is indicated.
- (c) **Procedure.** Upon receipt of the request from the employer the designated insurance company shall compute the additional deposit premium for the extension in accordance with paragraph 3 of the Plan and shall file a copy of the New Jersey portion of the policy Information Page with the Rating Bureau. The Information Page shall be stamped WCIP (Workers Compensation Insurance Plan) to indicate the coverage has been designated. If the request is made through the Rating Bureau, it shall send a Notice of Designation to the servicing carrier, employer, and designated producer (if any). Insurance will be effected in accordance with paragraph 3 of the Plan.
- (d) The procedure in (b) is optional with the employer and the insurance company designated in the other state. If it is rejected by either party, the Rating Bureau will designate an insurance company in accordance with paragraph 4 of the Plan.
- (e) The procedure in (b) is available only if the insurance company designated in the other state is a member of the Rating Bureau and licensed to write Workers Compensation and Employers Liability Insurance in New Jersey.

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Effective January 1, 2021

PART FOUR

Section 1. CLASSIFICATIONS

RATES AND RATING VALUES WILL BE FOUND IN 2:1-2 OF THIS MANUAL

Phraseology	Code No.
ABRASIVE WHEEL MFG—CERAMIC OR RESIN BONDED—& DRIVERS	1754
Ore crushing or the mfg. of artificial abrasives to be separately rated.	
ACCOUNTING FIRM—ALL EMPLOYEES & CLERICAL MESSENGERS, DRIVERS NPD	8860
ACETYLENE GAS MFG & DRIVERS	4635
Includes tank charging.	
ADDING, COMPUTING, RECORDING OR OFFICE MACHINE MFG NOC	3574
ADDRESSING OR MAILING CO NPD	8800
ADVERTISING CO & DRIVERS	9554
Applicable to outdoor advertising companies and includes shop operations; the erection, painting, repair, maintenance or removal of signs; sign painting or lettering in or upon buildings or structures; and bill posting.	
* Agriculture or Horticulture:	
AGRICULTURAL MACHINERY MFG	3507
SERVANTS OCCASIONAL	0910
INSERVANTS FULL TIME	0913
(Rates for Code 0910 and 0913 are set forth in 3:5-12 of this Manual.)	
Outservants:	
The classifications set forth below are:	
1. Subject to the rules and definitions of this Manual, except as modified by the special rules for Private Residences, Estates and Farms (3:5 of this Manual).	
2. Mutually unavailable for division of payroll except that separate farms which constitute separate and distinct enterprises shall be separately rated.	
3. Applicable without regard to any farming operations conducted for the sole and exclusive purpose of providing food for work animals, for the employer, the employees and their families.	
4. Subject to the above and the specific provisions of each classification, that single classification shall be applied which most accurately describes the principal (in terms of payroll expended) operations. In no instance shall the acreage planted, the value of crops or any standard other than payroll expended be used in determining the applicable classification.	
BERRY FARM OR VINEYARD—NO DAIRYING OR RAISING OF LIVESTOCK OR GRAIN—& DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)	0079
Includes picking, grading, sorting or packing. A farm engaged principally in the raising of berries or operating a vineyard, but which also conducts dairying operations or raises livestock or grain, shall be assigned to 0075 vegetable, berry, flower or bulb farm or vineyard—including incidental dairying or general farming.	
BREEDING FARM—SEE "EQUINE INDUSTRY"	

Effective January 1, 2021

*** Agriculture or Horticulture continued:**

BULB OR FLOWER FARM—NO DAIRYING OR RAISING OF LIVESTOCK OR GRAIN—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0086**

Includes picking, grading, sorting or packing. A farm engaged principally in the raising of flowers or bulbs, but which also conducts dairying operations or raises livestock or grain, shall be assigned to 0075 vegetable, berry, flower or bulb farm or vineyard—including incidental dairying or general farming.

CATTLE OR LIVESTOCK AUCTIONEER OR COMMISSION MERCHANT

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0081**

Not applicable to risks which buy, sell, handle or transport or care for animals. Such risks shall be assigned to 0082 cattle or livestock dealer.

CATTLE OR LIVESTOCK DEALER—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0082**

CATTLE OR LIVESTOCK FARM—NO COLLECTION OF WATER FOR FOOD—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0083**

Risks which raise livestock and in addition collect waste for food shall be assigned to 0073 piggery.

CHICK, SQUAB OR FISH HATCHERY—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0055**

Includes grading, sorting or packing.

DAIRY FARM—& DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0084**

Subject to the general rules of this Manual, pasteurizing plants or the retail delivery of milk shall be separately rated as 2070 milk depot or milk dealer.

EGG OR POULTRY PRODUCER—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0034**

Includes grading, sorting or packing.

FARM NOC—& DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0085**

Includes picking, grading, sorting or packing.

FARM—NURSERY EMPLOYEES & DRIVERS **0005**

Applies to all facilities devoted to the propagation of trees, shrubs, plants or flowering shrubs and plants not included under Code 0035. Operations involve planting, fertilizing, watering, trimming, potting and repotting plants, and transplanting at the nursery location. Additionally, these insureds may deliver their products to customers and also plant these products at their customers' location(s). Wholesale or retail sales conducted from the nursery location and sod dealers are also assigned to Code 0005.

FISH, CHICK OR SQUAB HATCHERY—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0055**

Includes grading, sorting or packing.

FLORIST—CULTIVATION UNDER GLASS—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0035**

Includes picking, grading, sorting or packing. A farm engaged principally in the raising of field grown flowers or bulbs shall be assigned to 0086 flower or bulb farm.

FLOWER OR BULB FARM—NO DAIRYING OR RAISING OF LIVESTOCK OR GRAIN—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) **0086**

Includes picking, grading, sorting or packing. A farm engaged principally in the raising of flowers or bulbs, but which also conducts dairying operations or raises livestock or grain, shall be assigned to 0075 vegetable, berry, flower or bulb farm or vineyard—including incidental dairying or general farming.

Effective January 1, 2021

*** Agriculture or Horticulture continued:**

FRUIT FARM OR ORCHARD—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0089**
Includes picking, grading, sorting or packing.

LIVESTOCK OR CATTLE AUCTIONEER OR COMMISSION MERCHANT

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0081**
Not applicable to risks which buy, sell, handle or transport or care for animals. Such risks shall be assigned to 0082 cattle or livestock dealer.

LIVESTOCK OR CATTLE DEALER—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0082**

LIVESTOCK OR CATTLE FARM—NO COLLECTION OF WASTE FOR FOOD—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0083**
Risks which raise livestock and in addition collect waste for food shall be assigned to 0073 piggery.

ORCHARD OR FRUIT FARM—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0089**
Includes picking, grading, sorting or packing.

PIGGERY—& DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) 0073

Includes the collection of waste for food.

POULTRY OR EGG PRODUCER—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0034**
Includes grading, sorting or packing.

RABBIT OR FUR BEARING ANIMAL FARM—& DRIVERS

(PREMIUM SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**9727**
Includes grading, sorting or packing.

SQUAB, CHICK OR FISH HATCHERY—& DRIVERS

(PREMIUM SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0055**
Includes grading, sorting or packing.

VEGETABLE, BERRY, FLOWER OR BULB FARM OR VINEYARD—INCLUDING INCIDENTAL DAIRYING OR GENERAL FARMING, DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES) 0075

Includes picking, grading, sorting or packing. It is not applicable to a farm engaged principally in dairying or general farming.

VEGETABLE FARM—NO DAIRYING OR RAISING OF LIVESTOCK OR GRAIN—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0074**
Includes picking, grading, sorting or packing. A farm engaged principally in the raising of vegetables, but which also conducts dairying operations or raises livestock or grain, shall be assigned to 0075 vegetable, berry, flower or bulb farm or vineyard- including incidental dairying or general farming.

VINEYARD OR BERRY FARM—NO DAIRYING OR RAISING OF LIVESTOCK OR GRAIN—& DRIVERS

(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)**0079**
Includes picking, grading, sorting or packing. A farm engaged principally in the raising of berries or operating a vineyard, but which also conducts dairying operations or raises livestock or grain, shall be assigned to 0075 vegetable, berry, flower or bulb farm or vineyard-including incidental dairying or general farming.

AIRCRAFT ENGINE MFG 3826

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*** Aviation Flight & Ground Operation:**

The classifications described under this capitalized heading apply to fixed wing and other aircraft. The phrase "member of flying crew" refers to all employees who constitute the normal complement of flying personnel or who are engaged in aviation operations or the care of passengers or cargo as such. It includes but is not limited to employees designated as:

Pilots	Navigators	Flight Engineers	Hosts	Pursers
Co-Pilots	Radio Operators	Flight Attendants	Hostesses	

Ticket sellers or information clerks in connection with any of the aviation classifications are to be separately rated as 8810-Clerical.

AVIATION—CHARTER OR AIR TAXI—FLYING CREW 7431

Applies to air charter, air taxi and similar operations using fixed-wing aircraft that conduct operations outside of Part 121 of the Federal Aviation Regulations. Separately rate all other employers and drivers.

AVIATION—AIR CARRIER-SCHEDULED, COMMUTER OR SUPPLEMENTAL—FLYING CREW 7405

Applies to scheduled, commuter or commercial air carriers including cargo carriers, that conduct operations with fixed-wing aircraft under Part 121 of the Federal Aviation Regulations. Separately rate all other employees and drivers.

AVIATION—GROUND OPERATIONS DRIVERS..... 7428

Applies to operations other than scheduled, irregular or non-scheduled airlines and includes field or hangar instructors. Classroom instructors to be separately rated as 8868, colleges or schools. Ground photographic laboratory employees to be separately rated as 4361-Photographers. Payroll for flying days of members of flying crews to be separately rated.

In the event that the non-flying duties of pilots and members of flying crews are not otherwise specifically described by a manual classification, this classification shall be applied to the payroll for each day the pilot and the crew do not fly. For each day flown, the payroll of the pilot and members of the flying crew shall be classified and rated in accordance with the actual flying operations as described by the following schedule. The daily payroll for each such day shall be computed on the basis of 300 days per year.

AVIATION—PATROL OR PHOTOGRAPHY-FLYING CREW—OTHER THAN MAPPING OR SURVEY WORK, SKYWRITING, ADVERTISING 7426

Separately rate helicopter flying crew to Code 7425.

AVIATION—PUBLIC EXHIBITION-FLYING CREW—INVOLVING STUNT FLYING, RACING OR PARACHUTE JUMPING 7427

Separately rate helicopter flying crew to Code 7425.

The earned premium for this classification shall be separately determined and if less than the minimum premium for the classification, the minimum premium shall be substituted for the earned premium and collected in addition to any other premium developed by the policy.

AVIATION—SALES OR SERVICE AGENCY-FLYING CREW—STUDENT INSTRUCTION..... 7424

Separately rate helicopter flying crew to Code 7425.

AVIATION—TESTING AIRCRAFT-FLYING CREW 7426

Mfd. under an approved type certificate. Separately rate helicopter flying crew to code 7425.

AVIATION FLYING CREW—TRANSPORTATION OF PERSONNEL IN CONDUCT OF EMPLOYER'S BUSINESS..... 7424

Commercial aviation operation to be separately rated. Separately rate helicopter flying crew to Code 7425.

AVIATION—TRANSPORTATION OF PERSONNEL IN CONDUCT OF EMPLOYER'S BUSINESS—GROUND CREW & DRIVERS..... 7428

Refer to Code 7424 for flying crew.

AVIATION-FLYING CREW—INVOLVING DUSTING, SPRAYING OR AERIAL FIREFIGHTING 7427

Separately rate helicopter flying crew to Code 7425.

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*** Aviation Flight & Ground Operation continued:**

AVIATION—FLYING CREW NOC.....7424
Separately rate helicopter flying crew to Code 7425.

AVIATION AIRLINE OPERATION—GROUND EMPLOYEES & DRIVERS 7403
Applies to ground personnel such as, but not limited to, maintenance and service personnel, information clerks, air traffic controllers and security personnel. Ticket sellers or information clerks away from airport locations to be separately rated as Code 8810- Clerical. Members of flying crew to be separately rated under the appropriate aviation classification.

AIRPORT OR HELICOPTER OPERATOR—ALL EMPLOYEES & DRIVERS.....7435
Applies to ground personnel such as, but not limited to, maintenance and service personnel, information clerks, air traffic controllers and security personnel. Ticket sellers or information away from airport locations to be separately rated as Code 8810- Clerical. Members of flying crews to be separately rated under the appropriate aviation classification.

AVIATION—HELICOPTERS—FLYING CREW 7425
Code 7425 applies to all helicopter operations, including those normally conducted by fixed-wing aircraft. Separately rate all other employees and drivers.

AVIATION—MAPPING, SURVEYING, SKYWRITING OR ADVERTISING—FLIGHT CREW 7424

AIRPLANE MFG—.....3830

AIR PRESSURE OR STEAM GAUGE MFG.....3571

ALCOHOL MFG—GRAIN—ALL OPERATIONS 2130

ALE OR BEER DEALER—WHOLESALE & DRIVERS 7390
NPD with 2121 brewery.

ALUMINUM SIDING INSTALLATION—SEE "BUILDING SIDING"

ALUMINUM WARE MFG.....3227
Applies to goods manufactured from sheet aluminum. Rolling mills or smelting to be separately rated.

AMUSEMENT DEVICE OPERATION NOC—NOT TRAVELING—DRIVERS.....9180
Includes ticket sellers or collectors and applies to the operation and maintenance of merry-go-rounds, swings, roller coasters and similar amusement devices not otherwise classified.

AMUSEMENT DEVICE OPERATOR, CARNIVAL OR CIRCUS—TRAVELING & DRIVERS 9186
The actual remuneration of directors, players, entertainers, or musicians shall be included in the basis of premium, subject, however, to a maximum of \$2,640 per week per person.

AMUSEMENT PARK OR EXHIBITION OPERATION & DRIVERS 9016
Applies to the operation by owners or lessees and includes musicians and box office employees. Operation or maintenance of amusement devices to be separately rated. The two foregoing classifications do not apply to amusements, exhibitions or other operations separately classified in this Manual (such as bathhouses, billiard halls, boat livery, bowling lanes, dance halls, garages, restaurants, retail stores, theaters) whether operated by the owner or lessee of the exhibition or amusement park or through independent concession.

AMUSEMENT PARK, PLACE OR BOARDWALK—GAMES NOT INVOLVING POWER DRIVEN OR MECHANICAL DEVICES 8090
Includes Japanese ballgame, ring toss, wheels of chance, penny arcades and similar games.

AMUSEMENT PARK, PLACE OR BOARDWALK—PURVEYORS OF FOOD OR DRINK 9079
(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)
Includes "hot dogs," orangeade, ice cream, peanuts, popcorn, candy, waffles, custards and similar articles of food and drink.

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ANALYTICAL CHEMIST—NPD	4571, 4572
Includes laboratory and outside employees.	
ANIMAL SHELTER & DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)	9726
Includes dog wardens and animal control, humane societies, local or county units, the Society for the Prevention of Cruelty to Animals.	
ANTI-TOXIN, SERUM OR VIRUS MFG & DRIVERS	5951
ARCHITECT OR ENGINEERING—CONSULTING NPD.....	8601
Not engaged in actual construction. May only be used upon specific approval of the Rating Bureau.	
ARTIFICIAL BREEDING OF CATTLE—NON PROFESSIONAL EMPLOYEES & DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE, BOARD, LODGING OR GRATUITIES)	0083
Professional employees to be separately rated as 8831 hospital—veterinary.	
ASBESTOS CONTRACTOR—EMPLOYEES ENGAGED IN ASBESTOS REMOVAL, REPLACEMENT, REPAIR, ENCLOSURE OR ENCAPSULATION & DRIVERS.....	5473
ASHES, GARBAGE OR REFUSE COLLECTION & DRIVERS.....	9403
Reduction, rendering or fertilizer plants to be separately rated.	
ASPHALT OR TAR DISTILLING OR REFINING & DRIVERS.....	4741
Includes the mfg. of products obtained from the distilling or refining of tar or asphalt and the saturation of paper or felt with tar or asphalt. Felt or paper mfg. or coke burning to be separately rated. Chemical works or manufacturers of dyes or products used as explosives to be separately rated.	
ASPHALT WORKERS & DRIVERS.....	1463
Includes grinding, pulverizing or mixing asphalt. Digging, mining or quarrying to be separately rated.	
ASSAYING—NPD.....	4571, 4572
Includes laboratory and outside employees.	
ASSISTED LIVING FACILITY & DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD OR LODGING).....	8829
Applies to those risks providing on-site intermediate and/or skilled health care for residents. Independent Living facilities operated in conjunction with, but separate from, the Assisted Living facility to be separately rated as 9015 - Building NOC - Operation by Owner or Lessee.	

ASYLUM—SEE "HOSPITAL"

*** Athletic Sports or Park:**

CONTACT SPORTS..... 9179

Applies to players, coaches, managers, trainers, equipment managers or sports officials and includes all players on salary list of insured, whether regularly played or not. Contact sports include, but are not limited to, football, hockey and roller derbies.

The actual remuneration of players shall be included in the basis of premium, subject, however, to minimum annual salary of \$2,640 per player and a maximum annual salary of \$137,280. This classification is not applicable for amateur, youth, or recreational sports, in which the athletes are generally not paid. Refer to code 9063 for these risks.

NON-CONTACT SPORTS 9178

Applies to players, coaches, managers, trainers, equipment managers or sports officials and includes all players on salary list of insured, whether regularly played or not. Non-contact sports include, but not limited to, baseball, basketball and soccer.

The actual remuneration of players shall be included in the basis of premium, subject, however, to minimum annual salary of \$2,640 per player and a maximum annual salary of \$137,280. This classification is not applicable for amateur, youth, or recreational sports, in which the athletes are generally not paid. Refer to Code 9063 for these risks.

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*** Athletic Sports or Park:**

OPERATION & DRIVERS	9182
Applies to all employees other than players, coaches, managers, trainers, equipment managers or sport officials.	
ATTORNEY—ALL EMPLOYEES & CLERICAL MESSENGERS, DRIVERS NPD	8820
AUCTIONEER & SALESPERSONS	8090
Includes solicitors and appraisers. Not livestock sales stables. Includes inside salespersons.	
AUDIO OR VISUAL RECORDING MEDIA MFG	4923
Includes tapes or disks. Phonograph Record Mfg. to be separately rated as 4431.	
AUDITOR OR FACTORY COST OR OFFICE SYSTEMATIZER-TRAVELING.....	8803
Includes insurance company premium auditors.	
AUTOMATIC SCREW MACHINE PRODUCTS MFG NPD.....	3145
AUTOMATIC SPRINKLER INSTALLATION & DRIVERS	5188
Applies to automatic sprinklers intended for fire extinguishing purposes. Lawn Sprinkler Installation to be rated as Code 5183.	
AUTOMATIC STOKER, GAS OR OIL BURNER—INSTALLATION OR SERVICE—COMMERCIAL & DRIVERS	3724
AUTOMOBILE BODY REPAIR	8393
Applies to the repair of metal automobile bodies and light panel truck bodies. Includes upholstering and painting. NPD with 3815 truck body mfg. or repair NOC or 8397 automobile garage or repair shop.	
AUTOMOBILE CAR WASH & DRIVERS.....	8396
Includes incidental greasing, polishing and servicing. NPD with 8387 automobile accessories service station or any of its cross references, 8392 automobile storage garage or parking station, 8397 automobile garage or repair shop or 8398 automobile sales or service agency.	
AUTOMOBILE DELIVERY—DRIVEWAY & DRIVERS	7380
AUTOMOBILE DELIVERY—HAULAWAY—SEE "TRUCKMEN"	
AUTOMOBILE DISMANTLING & DRIVERS	3821
Includes the salvage or junking of parts. Store operations which are physically separated from salvage and parts storage areas, and are conducted with no interchange of labor, to be separately rated as 8046 — STORE: Automobile Accessories — Retail — NOC.	
AUTOMOBILE GARAGE OR REPAIR SHOP—& PARTS DEPARTMENT EMPLOYEES, DRIVERS	8397
AUTOMOBILE STORAGE, GARAGE, PARKING LOT OR PARKING STATION, VALET SERVICE, CASHIERS OR COUNTER PERSONNEL & DRIVERS.....	8392
NPD with 8397 — Automobile repair shop or garage or 8398 — Automobile Sales or Service Agency. The classification is intended to cover automobile storage garages or parking lots where the operations are restricted to the storing or parking of automobiles with incidental sale of gasoline or oil or servicing such as washing, polishing or greasing but is not applicable to a risk engaged in repairing automobiles.	
AUTOMOBILE RADIATOR MFG NPD	3807
AUTOMOBILE OR TRUCK RENTAL OR LEASING OR LIVERY COMPANY	7369
CHAUFFEURS OF PRIVATE PASSENGER VEHICLES	7380

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DRIVERS OF TANKS TRUCKS.....	7196
DRIVERS OF TRUCKS NOC OR OTHER COMMERCIAL VEHICLES	7219
AUTOMOBILE REPAIR SHOP OR GARAGE—& PARTS DEPARTMENT EMPLOYEES, DRIVERS	8397
AUTOMOBILE SALES OR SERVICE AGENCY—& PARTS SERVICE DEPARTMENT EMPLOYEES, DRIVERS.....	8398
AUTOMOBILE SALESPERSONS	8748
AUTOMOBILE SALES OR SERVICE AGENCY ACCESSORY OR SPARE PARTS STORE	8010
Applicable only if the store is at a separate location which is conducted as a separate enterprise without interchange of labor.	
AUTOMOBILE SERVICE STATION—& DRIVERS	8387
Applies to automobile accessories. NPD with 8392 automobile storage garages or parking station, 8396 automobile car wash, 8397 automobile garage or repair shop, or 8398 automobile sales or service agency. The following phraseologies are cross referenced to this classification; gasoline station—retail—& drivers, rubber tire dealer—retail—& drivers and storage battery service station—& drivers, brake service or muffler installation, or repair station & drivers 8387.	
AUTOMOBILE STORAGE GARAGE OR PARKING STATION & DRIVERS.....	8392
NPD with 8397 automobile garage or repair shop or 8398 automobile sale or service agency. The classification is intended to cover automobile storage garages or parking stations where the operations are restricted to the storing or parking of automobiles with incidental sale of gasoline or oil or servicing such as washing, polishing or greasing but is not applicable to a risk engaged in repairing automobiles.	
AUTOMOTIVE LIGHTING, IGNITION OR STARTING APPARATUS MFG NOC.....	3648
AUTOMOTIVE REPLACEMENT PARTS DISTRIBUTOR—WHOLESALE—MACHINE SHOP—NO WORK ON MOTOR VEHICLES	3632
Includes cylinder reboring, valve grinding, turning down brake drums or rebabbiting connecting rods. Store employees shall be assigned to 8010 hardware store.	
AWNING MFG—METAL—SHOP WORK ONLY	3076
AWNING OR TENT ERECTION—& SHOP OPERATION, DRIVERS.....	9538
AWNING OR TENT MFG—SHOP	2576
No erection.	
BABY CARRIAGE MFG	3865
BAG MFG—PAPER.....	4273
Paper mfg. to be separately rated as 4239.	
BAG OR SACK MFG—CLOTH.....	2501
Applies to the mfr. of cotton, burlap or gunny bags or sacks.	
BAG RENOVATING.....	2501
Applies to the renovating or repairing of cotton, burlap or gunny bags or sacks and includes sewing.	
BAKERY & DRIVERS, ROUTE SUPERVISORS.....	2003
BALL OR ROLLER BEARING MFG NPD.....	3638
BANK OR TRUST COMPANY—CLERICAL.....	8810
Special officers, uniformed attendants, ushers, doormen or employees engaged in care, custody and maintenance to be separately rated as 9015 building NOC.	

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Runners or messengers to be separately rated as 8742 salesperson. Armored car crews or chauffeurs to be separately rated as 7380 drivers, chauffeurs and their helpers.

BAR, LOUNGE OR TAVERN (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)	9079
Musicians, players or entertainers to be separately rated as 9156 musicians.	
BARBER SHOP OR BEAUTY PARLOR (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)	9586
Barges, Scows, Canal Boats or Lighters—See 3:6 of this Manual.	
BARRICADE OR GUARD RAIL CONSTRUCTION—PERMANENT & DRIVERS	5403
Such operations performed in connection with street or road construction projects to be rated as 6042.	
BATHHOUSE—BEACH	9015
BATHS NOC & CLERICAL	9053
BATTERY MFG—DRY	3642
BATTERY MFG—STORAGE—NOC	3656
BEACH CHAIRS—RENTAL	9015
BEAN SORTING OR HANDLING	8102
BEAUTY PARLOR, OR BARBER SHOP (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)	9586
BEDSTEAD MFG OR ASSEMBLY—METAL	3076
BEER DISPENSING EQUIPMENT INSTALLATION OR SERVICE & DRIVERS	5183
BEER GARDEN OR BEE PARLOR—SEE "TAVERN"	
BEER OR ALE DEALER—WHOLESALE & DRIVERS	7390
NPD with 2121 brewery.	
BELL INSTALLATION—TOWER & DRIVERS	9530
BEVERAGE MFG NOC—CARBONATED AND NON-CARBONATED & ROUTE SUPERVISORS, DRIVERS	2157
Includes sign erection or repair.	
BICYCLE MFG OR ASSEMBLY	3865
BILLIARD HALL NPD	9089
No bowling lanes.	
BLACKSMITH NPD	3111
BOARDWALK RUG AUCTIONEER—SEE "STORE"	
BOARDWALKS—SEE "AMUSEMENT"	
BOARDING HOUSE—SEE "HOTEL"	
BOAT BUILDING OR REPAIR & DRIVERS	6824F
Includes shop and yard work and is applicable to the construction or repair of wood, metal, fiberglass or plastic yachts, motor boats, sailboats or rowboats not exceeding 65 feet in overall length. The "F" rate for this classification contemplates operations subject to the United States Longshore and Harbor Workers' Compensation Act. NPD with 6801F boat building or 6872F shipwright work.	

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BOAT BUILDING OR REPAIR & DRIVERS	6834
Includes shop and yard work and is applicable to the construction or repair of wood, metal, fiberglass or plastic yachts, motor boats, sailboats or rowboats not exceeding 65 feet in overall length. Operations subject to USL&H exposure are assigned to code 6824F.	
BOAT BUILDING—WOOD—NOC & DRIVERS	6801F
Includes shop and yard work. NPD with 6872 shipwright work. The "F" rate for this classification contemplates operations subject to the United States Longshore and Harbor Workers' Compensation Act.	
BOAT BUILDING—WOOD—NOC & DRIVERS	6811
Includes shop and yard work. NPD with 6872 shipwright work. Operations subject to USL&H exposure are assigned to code 6801F.	
BOILER INSPECTION.....	8731
BOILER INSTALLATION OR REPAIR—STEAM	3726
Includes the construction or repair of foundations.	
BOILER OR STEAM PIPE INSULATING & SHOP, DRIVERS.....	5184
Applies to the use of cork, asbestos or other non-conducting materials.	
BOILERMAKING	3620
BOILER SCALING NPD	3726
BOLT OR NUT MFG.....	3132
Steel making or rolling mills to be separately rated.	
BONE OR IVORY GOODS MFG	4452
BOOKBINDING.....	4307
BOOKBINDING OR PRINTING MACHINE MFG	3548
BOOT OR SHOE MFG NOC	2660
BOOT OR SHOE PATTERN MFG NPD	4282
BOTTLE DEALER—USED & DRIVERS NPD.....	8264
Includes beverage bottle or can recycling. No collecting or handling of scrap iron or steel.	
BOTTLED GASES DEALER OR DELIVERY—COMMERCIAL & DRIVERS.....	4635
BOTTLING NOC—CARBONATED AND NON-CARBONATED BEVERAGES & ROUTE SUPERVISORS, DRIVERS	2157
Includes sign erection and repair.	
BOWLING LANE & DRIVERS	9093
Includes bowling lanes with billiard halls.	
BOX MFG—FOLDING PAPER—NOC	4243
Paper or paperboard mfg. to be separately rated.	
BOX MFG—SET-UP PAPER	4240
Paper or paperboard mfg. to be separately rated.	
BOX OR BOX SHOOK MFG	2759

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BOX SPRING OR MATTRESS MFG.....	2570
Includes pillow, quilt or cushion mfg. Separately rate the mfg. of wire springs or excelsior.	
BRAID OR FRINGE MFG	2380
BRAKE SERVICE OR MUFFLER INSTALLATION OR REPAIR STATION & DRIVERS.....	8387
BRASS OR COPPER GOODS MFG.....	3315
BREAD DEALER OR DELIVERY—& ROUTE SUPERVISORS, DRIVERS	2003
BREAKWATER OR JETTY CONSTRUCTION—& DRIVERS	6005
Applies to all operations to completion. Caisson, cofferdam work or pile driving to be separately rated.	
BREEDING FARM OR STABLE—SEE "AGRICULTURE OR HORTICULTURE"	
BREWERY & DRIVERS	2121
BRICK MFG—FIRE OR ENAMELED & DRIVERS	4024
Applies to fire, enamel, repressed or hydraulic pressed brick exclusively. Clay digging, mining or quarrying to be separately rated.	
BRICK MFG NOC & DRIVERS.....	4027
Includes the construction or reconstruction of sheds or kilns. Mining, quarrying or clay digging to be separately rated.	
BRIDGE OR VEHICULAR TUNNEL OPERATION & DRIVERS.....	7720
Applies to toll or free bridges or tunnels. Includes approaches or maintenance. Structural alterations or repairs or the painting of the bridge or tunnel structure to be separately rated.	
Ticket sellers or ticket or toll collectors having no other duties in connection with the operation or maintenance of the bridge or tunnel to be separately rated as 9410 municipal, township, county or state employees NOC.	
BRUSH OR BROOM ASSEMBLY.....	2835
Applies to assembly only with no sawing, molding or turning of backs or handles.	
BRUSH OR BROOM HANDLE MFG.....	2841
Applies only to the sawing, molding or turning of backs or handles, with no assembling.	
BRUSH OR BROOM MFG NOC.....	2836
Includes assembling and sawing, molding or turning of backs and handles.	
BUILDING AND LOAN APPRAISERS.....	8742
BUILDING MATERIAL YARD & LOCAL MANAGERS, DRIVERS	8204
Applies to a dealer in used building materials. Wrecking or salvage operations to be separately rated.	
BUILDING MATERIALS DEALER—NO SECOND-HAND MATERIALS & LOCAL MANAGERS, DRIVERS	8232
BUILDING OR ROOFING PAPER OR FELT PREPARATION—NO INSTALLATION	4283
Not applicable to asphalt or tar distillation or refining plants which include the saturating of paper or felt as a part of their operations. Paper or felt mfg. to be separately rated.	
BUILDING RAISING OR MOVING & DRIVERS.....	5703
Includes incidental shoring, and removal or rebuilding of walls, foundations, columns or piers.	
BUILDING—OPERATION BY CONTRACTOR & DRIVERS	9014
At any location where the contractor does not perform janitorial services, operations such as window cleaning, painting, maintenance or repair work are to be separately rated.	

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POWER WASHING OF BUILDINGS

Applies to power washing from ground level only.

FIRE EXTINGUISHER REFILLING, SERVICE OR REPAIR

WINDOW WASHING

Applies to window washing or cleaning less than 2 stories in height, with no use of protective devices such as harnesses, baskets, scaffolds, etc. Separately rate window cleaning over 2 stories or involving any protective devices under Code 9170.

BUILDINGS NOC—OPERATION BY OWNER OR LESSEE..... 9015

Not applicable to an owner or lessee of a building who occupies the entire or major portion of the premises for mfg. or mercantile purposes. At any location where the owner or lessee does not perform janitorial services, operations such as window cleaning, painting, maintenance or repair work are to be separately rated. This classification is not applicable to the operation or maintenance of amusement devices.

BURGLAR ALARM INSTALLATION OR REPAIR & DRIVERS..... 7605

BURIAL GARMENT MFG AND CASKET OR COFFIN UPHOLSTERING..... 9522

BUS COMPANY—FRANCHISED OR CHARTERED & DRIVERS 7384

GARAGE EMPLOYEES 8385

BUS OPERATOR—SCHOOL & DRIVERS..... 7381

GARAGE EMPLOYEES 8385

BUTCHERING 2081

Includes the handling of livestock, preparation of dressed meat, rendering, washing of casings, salting of hides or cooking of offal. NPJ with 2089 packing house.

BUTTER OR CHEESE MFG & ROUTE SUPERVISORS, DRIVERS..... 2070

BUTTON OR FASTENER MFG—METAL..... 3131

BUTTON MFG NOC 4479

CABLE INSTALLATION & DRIVERS 7536

Applies to cable installation in conduits or subways. Conduit construction to be separately rated as 6325.

CABLE MFG—INSULATION ELECTRICAL..... 4470

Wire drawing to be separately rated as 1924 or 3241.

CABLE MFG OR WIRE DRAWING—NOT IRON OR STEEL 1924

CABLE TV OR CABLEVISION INSTALLATION & DRIVERS..... 7600

Applies to customer service connections, maintenance and repair.

CAISSON WORK 6252

Applies to all operations to completion. Includes pile driving, excavation, masonry or concrete work. Applies to all employees working under air pressure and all others engaged in or upon the caisson or the apparatus connected therewith.

CALCIUM CARBIDE MFG & DRIVERS 1438

CAMP OPERATION—RECREATIONAL OR EDUCATIONAL 9015

CAMP OPERATION NOC..... 9015

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CAN MFG	3220
CANDLE MFG NPD	4710
CANDY CHOCOLATE, CONFECTION MFG	2041
Products within this classification are defined as sweet confection rich in sugar, artificial sweeteners and/or other sweeteners. The finished product may be sweet, sour or tart. Includes cocoa manufacturing from beans. Products include but are not limited to candy bars, chocolate bars, chewing gum, taffy, jellybeans, marzipan and mochi.	
CANNERY NOC	2111
Can mfg. to be separately rated as 3220.	
CANNING OR BOTTLING CARBONATED BEVERAGES—SEE "CARBONATED BEVERAGE MFG NOC" OR "BOTTLING NOC"	
CANVAS GOODS ERECTION—SEE "AWNING OR TENT ERECTION"	
CANVAS GOODS MFG NOC—SHOP	2576
CAR MFG—RAILROAD & DRIVERS	3881
CARBON PAPER OR TYPEWRITER RIBBON MFG	2383
Paper mfg. to be separately rated as 4239.	
CARBONIC ACID GAS MFG & DRIVERS	4635
Includes tank charging.	
CARNIVAL, CIRCUS OR AMUSEMENT DEVICE OPERATOR—TRAVELING & DRIVERS	9186
The actual remuneration of directors, players, entertainers or musicians shall be included in the basis of premium, subject, however, to a maximum of \$2,640 per week per person.	
CARPENTRY—CONSTRUCTION OF RESIDENTIAL DWELLINGS EXCEEDING THREE STORIES IN HEIGHT, OR COMMERCIAL BUILDINGS AND STRUCTURES & DRIVERS	5403
Applies to the construction of multi-unit residential buildings exceeding three stories in height and to the construction of commercial buildings or structures, including mixed-use buildings, with no height restriction. Includes all carpentry work when performed by employees of the same carpentry contractor or general contractor responsible for the entire dwelling construction project. The construction of residential dwellings not exceeding three stories in height to be separately rated as Code 5645.	
CARPENTRY—CONSTRUCTION OF RESIDENTIAL DWELLINGS NOT EXCEEDING THREE STORIES IN HEIGHT & DRIVERS	5645
Includes all carpentry work in connection with the construction of residential dwellings when performed by employees of the same carpentry contractor or general contractor responsible for the entire construction project. Carpentry work includes the construction of the sill, rough framework, rough floor, wood or light gauge steel studs, wood or light gauge steel joists, rafters, roof deck, all types of roofing materials, sidewall sheathing, siding, doors, wallboard installation, lathing, windows, stairs, finished flooring, cabinet installation, fencing, decking, detached structures, and all interior wood trim. Residential dwellings include detached, semi-detached, and attached multi-unit residential buildings. The construction of multi-unit residential buildings exceeding three stories in height and the construction of commercial buildings or structures, including mixed-use buildings, with no height restriction must be separately rated to Code 5403.	
CARPENTRY—DETACHED ONE OR TWO FAMILY DWELLINGS & DRIVERS	5645
Includes garages constructed in connection with the dwellings.	
CARPENTRY—INSTALLATION OF FINISHED WOODEN FLOORING	5437
Includes installation of parquet flooring. Not applicable to risks engaged in any other carpentry operations. May be used only upon specific approval of the Rating Bureau.	
CARPENTRY—INSTALLATION OF CABINET WORK OR INTERIOR TRIM & DRIVERS	5437
Not applicable to contractors who perform any other carpentry operations at the same job or location; refer to Code	

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5645 or Code 5403. Includes the installation of countertops made from materials such as, but not limited to, laminated plastic, veneer, particleboard, or pressed wood; Corian or similar solid surfaces or high-density plastic base materials; and non-laminated solid wood or butcher block. Refer to code 5348 for the installation of tile, granite, marble, and other stone countertops.

CARPENTRY—SHOP ONLY & DRIVERS..... 2802

Includes shop fabrication of wood roof and building trusses, stairs, stair steps, rails, railings, banisters, sash, door or assembled millwork, planing or molding mills, wood fence manufacturing, pallet manufacturing, laminated wood building beams and columns manufacturing. Installation to be separately rated. Where a risk deals in any lumber or building materials or in any fuel and materials in addition to performing carpentry shop operations, all yard operations, including all drivers, shall be rated in the appropriate yard classification, 8232. NPD with any other Carpentry Shop Class.

CARPENTRY NOC & DRIVERS..... 5403

CARPET INSTALLATION—SEE "HOUSE FURNISHING INSTALLATION"

CARPET OR RUG MFG NOC 2402

CARPET, RUG OR UPHOLSTERY CLEANING—SHOP & DRIVERS 2585

Outside work to be separately rated as 9014 Building—Operations by Contractors.

CARRIAGE OR WAGON MFG OR ASSEMBLY..... 3864

Baby carriage mfg. to be separately rated as 3865.

CARRIER SYSTEM—PNEUMATIC—INSTALLATION OR REPAIR & DRIVERS..... 5183

Applies to work inside of buildings. Installation of freight carrier systems rated as 3724 millwright work.

CARTRIDGE MFG OR LOADING—SEE "EXPLOSIVES"

CASH REGISTER MFG 3574

CASINO—HOTEL—ALL EMPLOYEES & CLERICAL, SALESMEN, DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)..... 9044

Musicians, players or entertainers to be separately rated as 9156.

CASKET OR COFFIN MFG OR ASSEMBLY—METAL..... 3076

CASKET OR COFFIN UPHOLSTERING AND BURIAL GARMENT MFG..... 9522

CATERER (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)..... 9079

Musicians, players or entertainers to be separately rated as 9156.

CATHEDRAL OR ART GLASS WINDOW MFG 4133

Includes glass mfg.

CATHODE RAY OR TELEVISION TUBE MFG..... 4115

CATTLE AUCTIONEER, CATTLE DEALER, CATTLE FARM—SEE "AGRICULTURE OR HORTICULTURE"

CEILINGS—SUSPENDED OR CEMENTED—INSTALLATION & DRIVERS 5409

Applies to prefabricated finished tiles or panels.

CEMENT MFG 1701

Excavation or digging, dredging, mining or quarrying to be separately rated.

CEMENT WORK—SIDEWALKS, CELLAR FLOORS, DRIVEWAYS & DRIVERS..... 5200

Includes non-reinforced cement or granolithic floors. NPD with any manual classification for concrete construction work.

CEMETERY OPERATION & DRIVERS..... 9220

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CERAMIC TILE, INDOOR STONE, MARBLE OR MOSAIC WORK & DRIVERS.....	5348
Not fireproof tile construction. The installation of ceramic and mosaic tiles outdoors for decorative, artistic, and ornamental purposes is included in Code 5348. Outdoor paver installation to be separately rated under Code 5200. Separately rate tile work performed in connection with construction. The installation of tile, granite, marble, or other stone countertops is also included in Code 5348. Refer to Code 5437 for countertops made from other materials.	
CHAIN MFG—FORGED	3110
CHARCOAL DEALER & DRIVERS.....	7380
CHARITABLE OR WELFARE ORGANIZATIONS—ALL OPERATIONS & DRIVERS	8836
CHAUFFEURS & HELPERS NOC—COMMERCIAL	7380
Subject to the Standard Exceptions Manual Rule.	
CHECKERS, INSPECTORS, SAMPLERS OR WEIGHERS OF MERCHANDISE—NPD.....	8709F
Applicable only to employers whose entire operation is described by the classification. Weighers, samplers, checkers, tallymen or inspectors of merchandise in connection with any other operation shall be included with such operation. May be used only upon specific approval of the Rating Bureau.	
CHEESE OR BUTTER MFG & ROUTE SUPERVISORS, DRIVERS	2070
CHEMICAL BLENDING OR MIXING NOC ALL OPERATIONS & DRIVERS	4828
Shall not be assigned to a risk engaged in the manufacture of chemicals.	
CHEMICAL MFG NOC ALL OPERATIONS & DRIVERS.....	4829
Includes blending or mixing. Shall not be assigned to a risk that is engaged exclusively in blending or mixing of chemicals. The following is a partial list of chemical manufacturing processes contemplated by code 4829: alcoholysis; alkylation; amination; calcination; carboxylation; compression of gases; distillation; esterification; halogenation; nitration; oxidation; reduction; sulphonation.	
CHILD CARE CENTER—SEE "SCHOOL"	
CHIMNEY CONSTRUCTION—NOT METAL	5000
Includes foundation and applies to stone, brick or concrete chimneys. Also includes guniting and lining operations.	
CHIMNEY SWEEPS—SEE "FURNACE CLEANING-DOMESTIC"	
CHINA DECORATING NPD	4050

*** Church:**

RELIGIOUS ORGANIZATION & CLERICAL	8840
Includes clergy, professional assistants, organist and choir members.	
NON-PROFESSIONAL EMPLOYEES & DRIVERS	9107
CINDER DEALER & DRIVER	8232
CIRCUS, CARNIVAL OR AMUSEMENT DEVICE OPERATION—TRAVELING & DRIVERS	9186
The actual remuneration of directors, players, entertainers or musicians shall be included in the basis of premium, subject, however, to a maximum of \$2,640 per week per person.	
CLAIM ADJUSTERS OR SPECIAL AGENTS—INSURANCE COMPANY	8742

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CLAY OR SHALE DIGGING & DRIVERS.....	4000
No canal, sewer or cellar excavation or underground mining. Includes construction, repair and maintenance of all buildings, structures or equipment, and installation of machinery.	
CLAY PRODUCTS MFG NOC—SEE "BRICK, TILE OR EARTHENWARE"	
CLEANER—DEBRIS REMOVAL—CONSTRUCTION	5610
Does not apply to the payroll for cleaners except when the payroll for cleaners, timekeepers, and watchguards is more than all other payroll of the insured that is subject to construction classifications at the same job or location. Cleaners included in Code 5610 remove debris left by the construction crews after construction has been completed. Refer to Code 9014 for cleaning service contractors who provide clean-up crews to wash windows and sweep and mop floors to prepare a location for its intended use. Refer to the appropriate construction code for laborers who perform work to complete tasks that have been identified as part of a post-construction "punch-out" list.	
CLEANING OR DYEING & ROUTE SUPERVISORS, DRIVERS	2586
Includes repairing or pressing. Not textile piece goods. NPD with 2585 laundry NOC.	
CLEANING OR DYEING COLLECTING OR DISTRIBUTING STATION	2582
No cleaning or dyeing at the same location. Drivers to be separately rated as 2586 cleaning or dyeing.	
CLEANING OR RENOVATING BUILDING EXTERIORS—NO SANDBLASTING OR USE OF SILICEOUS MATERIAL & DRIVERS	5458
CLEANING OR RENOVATING BUILDING EXTERIORS—NOC & DRIVERS	5459
CLERICAL OFFICE EMPLOYEES NOC.....	8810
Subject to the Standard Exceptions Manual Rule.	
★ CLERICAL TELECOMMUTER EMPLOYEES	8871
Subject to the Standard Exceptions Manual Rule.	
CLIPPINGS DEALER & DRIVERS	8103
Applies to a dealer in new textile fabrics only. Not rag or paper stock dealers. Dealers in used fabrics shall be assigned to 8264 paper stock or rag dealer.	
CLOCK MFG	3385
CLOTH PRINTING—SEE "TEXTILE PIECE GOODS FINISHING"	
CLOTHES POLE ERECTION & DRIVERS.....	7538
CLOTHING MFG	2501
CLUB—COUNTRY, GOLF, FISHING OR YACHT & CLERICAL	
(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES)	9060
The actual remuneration of all caddies shall be included with the payroll of the regular club employees in computing the premium for the risk. In case the actual remuneration is not available, the payroll for caddies shall be taken at \$50 per club member per season subject to a maximum of four hundred fifty members per course of eighteen holes or less, which limit shall be adjusted pro rata for larger courses, provided, however, that if the club is open to the public, four hundred fifty members per course of eighteen holes shall constitute the minimum number of club members for the purpose of applying this rule.	
CLUB RIDING—SEE "EQUINE INDUSTRY"	
CLUB—SHOOTING & DRIVERS	9180
CLUB NOC & CLERICAL. (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES).....	9061

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CLUB—TENNIS & CLERICAL (PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES).....	9065
COAL BILLET OR BRIQUET MFG & DRIVERS	1463
Mfg. of by-products to be separately rated.	
COFFEE, TEA OR GROCERY DEALER—RETAIL & DRIVERS	8753
Applies to house-to-house sales of coffee, tea or groceries and includes incidental stores or ware- houses.	
COFFER—DAM WORK	6252
Applicable only where the coffer-dam or other protective structure is located in free water such as bays, rivers or ponds, or requires internal air pressure. Applies to all operations to completion within or upon the coffer-dam or associated with the supervision, operation or maintenance of the coffer-dam including pile driving, excavation, masonry or concrete work.	
COFFIN OR CASKET MFG OR ASSEMBLY—METAL	3076
COFFIN OR CASKET UPHOLSTERING AND BURIAL GARMENT MFG	9522
COIN OPERATING OR VENDING MACHINE MFG NOC	3649
Applies only to risks engaged in the mfg. of electrical coin or electronic vending or coin operated machines.	
COIN OPERATED OR VENDING MACHINES INSTALLATION SERVICE, REPAIR OR SALESMEN, DRIVERS	5192
Includes storage, shop and outside operations.	
COLD STORAGE LOCKER—FROZEN FOODS & SALESMEN DRIVERS	8031
Includes incidental preparation of meats and produce. Slaughtering to be separately rated as 2081.	
COLLAR MFG	2501
* College:	
PROFESSIONAL EMPLOYEES & CLERICAL	8868
NON-PROFESSIONAL EMPLOYEES & DRIVERS	9106
COLOR GRINDING, BLEEDING OR TESTING NPD	5954
Applies to operations involving dry materials with no handling of flammable, poisonous, caustic, corrosive or oxidizing materials. Not applicable to the mfg. of ingredients.	
COMMISSARY WORK	9078
Applies only in connection with construction, erection, lumbering or mining operations and includes cooks, waiters and other employees engaged in furnishing board or lodging.	
COMPUTER CHIP MFG	4150
COMPUTER DEVICE INSTALLATION, INSPECTION SERVICE OR REPAIR	5191
Includes Shop Operations. Computer Mfg. to be separately rated.	
COMPUTER ADDING, RECORDING OR OFFICE MACHINE MFG NOC	3574
COMPUTER SYSTEM DESIGNERS OR PROGRAMMERS	8810
CONCRETE CONSTRUCTION IN CONNECTION WITH BRIDGES OR CULVERTS	5222
Applies only when clearance is more than 10 feet at any point or entire distance between terminal abutments exceeds 20 feet. Includes: making, setting up or taking down forms, scaffolds, false work or concrete distributing apparatus; the mfg. of concrete piles at the job location; and the pouring of concrete into hollow steel piles. Excavation, pile driving, all work in tunnels, subways, caissons or cofferdams to be separately rated.	

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CONCRETE CONSTRUCTION NOC & DRIVERS	5213
Includes foundations or the making, setting up or taking down forms, scaffolds, false work or concrete distributing apparatus. Excavation, pile driving, all work in sewers, tunnels, subways, caissons or cofferdams to be separately rated.	
NPD with 5222 concrete construction in connection with bridges or culverts, 5500 street or road paving or 6042 street or road construction.	
CONCRETE OR CEMENT DISTRIBUTING TOWERS—INSTALLATION, REPAIR OR REMOVAL—DRIVERS	9529
Erection, repair or removal of concrete or cement distributing towers by contractors as an incidental part of their construction work shall be included in the classification with which the work is associated.	
CONCRETE OR CEMENT WORK—SIDEWALKS, FLOORS, DRIVEWAYS—SEE “CEMENT WORK”	
CONCRETE PRODUCTS MFG & DRIVERS.....	4034
Applies to shop or yard work only. Includes the mfg. of concrete blocks, bricks, poles, piles, beams, sewer pipes, tile, or similar products, and may be applied only when the operations described are conducted as a commercial enterprise at a permanent location. Not available at a construction site or for any plant established or operated in connection with construction work.	
CONCRETE MIXING IN TRANSIT & DRIVERS	8232
CONCRETE WORK—INCIDENTAL TO THE CONSTRUCTION OF PRIVATE RESIDENCE	5215
Applies only to buildings designed primarily for dwelling occupancy by one or two families and includes garages in connection therewith. No monolithic concrete building construction.	
CONDUIT CONSTRUCTION—FOR CABLES OR WIRES—& DRIVERS.....	6325
CONSTRUCTION ELEVATOR OR HOD HOIST INSTALLATION, REPAIR OR REMOVAL & DRIVERS.....	9529
Such operations performed by contractors who erect, repair or remove hod hoists or construction elevators as an incidental part of their construction work are to be included in the classification with which the work is associated.	
CONSTRUCTION MACHINERY, DREDGE OR STEAM SHOVEL MFG NOC	3507
CONTAINER OR TUBER MFG—CARDBOARD OR PAPER-SPIRAL OR CONVOLUTE WOUND.....	4245
With or without metal or cardboard ends.	
CONSTRUCTION OR ERECTION PERMANENT YARD	8227
Applies only to a permanent yard maintained by a construction or erection risk for the storage of material or the storage and maintenance of equipment. Not available at a construction site. Mill operations or fabrication to be separately rated. May be used only upon specific approval of the Rating Bureau.	
CONTRACTOR—EXECUTIVE SUPERVISOR	5606
Applies to supervision of construction or erection exercised through superintendents or foremen, not directly. Superintendents or foremen in the charge of construction or erection work, watchmen, timekeepers or cleaners shall be assigned to the governing classification.	
CONVALESCENT OR NURSING HOME & DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD OR LODGING).....	8829
COPPER OR BRASS GOODS MFG	3315
COPPERSMITH—SHOP.....	3075
CORDAGE, ROPER OR TWINE MFG NOC.....	2352
CORN PRODUCTS MFG.....	4703
CORRECTIONAL INSTITUTION GUARDS, POLICEMEN, SHERIFF’S OFFICERS—PUBLIC & DRIVERS.....	7720

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CORRUGATED OR FIBER BOARD CONTAINER MFG	4244
Includes corrugating or laminating of paper. Paper or paper board mfg. to be separately rated.	
CORSET MFG.....	2501
COTTON BATTING, WADDING OR WASTE MFG	2211
Cotton Bleacheries—See "Textile Piece Goods Finishing"	
COTTON GIN MACHINE MFG.....	3507
COTTONSEED OIL REFINING.....	4683
Cottonseed oil mfg. to be separately rated.	
COUNTY EMPLOYEES NOC—SEE "MUNICIPAL"	
COURIER OR MESSENGER SERVICE COMPANIES & DRIVERS	7231
Applies to pick up and local delivery of envelopes and small packages less than 100lbs in vehicles less than 10,000lbs gross vehicle weight. Separately rate trucking as 7219 "Trucking NOC," warehousing as 8292 "Storage Warehouse NOC."	
CRACKER OR COOKIE MFG & ROUTE SUPERVISORS, DRIVERS	2003
CRAYON, PENCIL OR PENHOLDER MFG.....	2942
CREAMERY & ROUTE SUPERVISORS, DRIVERS.....	2070
Includes the mfg. of butter or cheese. Ice cream mfg. to be separately rated as 2039.	
CREMATORY OPERATION & DRIVERS	9620
CURATOR—SEE "LIBRARY" OR "MUSEUM"	
CUSHION, PILLOW OR QUILT MFG	2501
No mattress or box spring mfg.	
CUTLERY MFG NOC	3122
DAIRY FARM—"SEE AGRICULTURE OR HORTICULTURE"	
TIMBER—CUTTING AND REMOVAL & DRIVERS	2702
Includes incidental brush cutting and removal. Brush cutting and removal only shall be rated under code 6217.	
DAY NURSERY—SEE "SCHOOL"	
DECORATING—INTERIOR OR EXTERIOR—HANGING FLAGS OR BUNTING FOR CONVENTIONS OR CELEBRATIONS—& SHOP OPERATIONS, DRIVER.....	9538
DENTAL LABORATORY.....	4692
DENTIST & CLERICAL	8832
Includes maintenance of the professional office.	
DETECTIVE OR PATROL AGENCY—& DRIVERS	7723
Includes the operation of armored car services, watchmen, guards or patrolmen engaged in safeguarding property not owned by the risk.	
DETINNING NPD.....	3372
DEXTRINE MFG	4703

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DIAMOND CUTTING OR POLISHING NPD.....	3384
DIAMOND DIE MFG.....	4150
DIAPER SERVICE & ROUTE SUPERVISORS, DRIVERS	2585
Also applies to infant's apparel laundry.	
DIE CASTING MFG NPD	1925
DIKE OR REVETMENT CONSTRUCTION & DRIVERS.....	6005
Applies to river work only and includes all operations to completion. Pile driving to be separately rated as 6003.	
DISMANTLING OF PRE-FABRICATED DWELLINGS—SEE "WRECKING"	
DISTILLERY—SPIRITUOUS LIQUOR.....	2130
Includes grain alcohol mfg. Warehousing, blending, rectifying or bottling to be separately rated as 2131 spirituous liquor bottling.	
DIVING—SEE 3:6 OF THIS MANUAL	
DOCUMENT—SHREDDING OPERATIONS & DRIVERS NPD	8264
DOG KENNEL OR DOG BREEDING & DRIVERS	
(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES).....	9728
Includes grooming, obedience training, boarding of cats and incidental sale of pet supplies.	
* Dog Show:	
KENNELMEN & DRIVERS	9728
OPERATION BY OWNER OR LESSEE & DRIVERS	9016
Includes musicians and box office employees. Operation or maintenance of amusement devices to be separately rated as 9180 amusement device operation NOC.	
DOLL CLOTHING OR CLOTH DOLLS OR CLOTH PARTS MFG.....	2501
Includes dressing of dolls.	
DOOR, DOOR FRAM OR SASH ERECTION OR REPAIR—METAL OR METAL COVERED & DRIVERS.....	5103
Installation of storm doors or storm sash on private residences to be separately rated as 5645 Carpentry. Overhead door installation to be separately rated as 3724 Millwright Work.	
DOOR, DOOR FRAM OR SASH MFG—WOOD—METAL COVERED	3060
DRAFTSMEN	8810
Subject to the Standard Exceptions Manual Rule.	
DRAINAGE OR IRRIGATION SYSTEM CONSTRUCTION & DRIVERS.....	6229
Pile driving, dredging, tunneling or dam or sewer construction to be separately rated.	
DREDGE, STEAM SHOVEL OR CONSTRUCTION MACHINERY MFG NOC	3507
DREDGING—SEE 3:6 OF THIS MANUAL	
DRESS FORM MFG	4038
Applies to paper maché or plaster forms.	

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DRESSING OR POLISH MFG	4597
Applies to shoe, stove, harness, furniture, automobile or metal polish or dressing mfg. Can mfg. to be separately rated as 3220.	
DRESS PATTERN MFG—PAPER	4282
Includes designers, draftsmen, cutters. Magazine printing to be separately rated as 4299 printing.	
DRESSMAKING OR TAILORING—CUSTOM EXCLUSIVELY NPD	2503
Not mfg.	
DRILLING NOC & DRIVERS NPD	6204
DRIVERS, CHAUFFEURS AND THEIR HELPERS NOC—COMMERCIAL	7380
Subject to the Standard Exceptions Manual Rule.	
DRIVEWAY CONSTRUCTION—RESIDENTIAL & DRIVERS	5200
DRUG, MEDICINE OR PHARMACEUTICAL PREPARATION MFG.....	4835, 4836
Includes Mfg. of ingredients. NPD with 4829 Chemical Mfg. NOC or 4611 Drug, Medicine Or Pharmaceutical Preparation. Mfg. of metal containers to be separately rated as 3220 Can Mfg.	
DRUG, MEDICINE OR PHARMACEUTICAL PREPARATION, COMPOUNDING OR BLENDING—NO MFG OF INGREDIENTS	4611
NPD with 4828 Chemical Blending and Mixing NOC or 4835, 4836 Drug, Medicine or Pharmaceutical Preparation mfg. Metal container mfg. to be separately rated as 3220 Can Mfg.	
DRY CLEANING—SEE "CLEANING OR DYEING"	
DRY DOCK OPERATION—SEE "SHIP BUILDING"	
DRY-WALL CONSTRUCTION—WITHIN BUILDINGS & DRIVERS	5445
DYE OR DYE INTERMEDIATE MFG NOC.....	4827
Includes risks engaged in the grinding and blending of dyes.	
DYEING OR CLEANING & ROUTE SUPERVISORS, DRIVERS.....	2586
Includes repairing or pressing. Not textile piece goods. NPD with 2585 laundry NOC.	
EARTHENWARE OR TILE MFG NOC & DRIVERS	4023
Includes the mfr. of roof, drainage or fireproofing tile, wall copings, flue linings, conduits, retorts, sewer or drain pipe or similar products. Mining, quarrying or clay digging to be separately rated.	
EGG OR POULTRY PRODUCER—SEE "AGRICULTURE OR HORTICULTURE"	
ELECTRIC LIGHT OR POWER CO NOC & DRIVERS	7539
Includes store employees, meter readers. Construction of buildings, dams or reservoirs to be separately rated.	
ELECTRIC LIGHT OR POWER COOPERATIVE REA PROJECT ONLY & DRIVERS	7540
Includes store employees, meter readers. Construction of buildings, dams or reservoirs to be separately rated. Superintendents, easement solicitors and project coordinators from the time of project initiation to the energizing of any portion of the system shall be assigned to 8742 real estate agency.	
ELECTRIC LIGHT OR POWER LINE CONSTRUCTION & DRIVERS	7538
NPD with 7539 electric light or power co. or with 7540 electric light or power cooperative.	
ELECTRIC LIGHTING FIXTURE MFG OR ASSEMBLY—FLUORESCENT	3194
ELECTRIC OR GAS LIGHTING FIXTURE MFG OR ASSEMBLY NOC	3193

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ELECTRIC POWER OR TRANSMISSION EQUIPMENT MFG	3643
Includes the mfg. or repair of motors, generators, converters, transformers, switchboards, circuit breakers, switches or switchboard apparatus or incidental equipment.	
ELECTRICAL APPARATUS INSTALLATION OR REPAIR & DRIVERS.....	3724
NPD of employees of insured engaged in the installation or repair of electrical apparatus on the premises of the insured. Such payroll must be included in the governing classification. Erection of poles, stringing of wires, installation of service transformers on poles or on the outside of buildings or the making of service connections to be separately rated as 7538 electric light or power line construction.	
ELECTRICAL APPARATUS MFG NOC	3179
Includes electrical fixtures or appliances. NPD with 3643 electric power or transmission equipment mfg.	
ELECTRICAL CORD SET, RADIO OR IGNITION HARNESS ASSEMBLY	3681
ELECTRICAL WIRING—WITHIN BUILDINGS & DRIVERS.....	5190
Includes installation or repair of fixtures or appliances. Installation of electrical machinery or auxiliary apparatus to be separately rated as 3724 electrical apparatus installation.	
ELECTROPLATING NPD	3372
ELEVATOR ERECTION OR REPAIR	5160
ELEVATOR INSPECTING	8731
ELEVATOR OR ESCALATOR MFG	3042
EMBROIDERY MFG	2388
EMERGENCY MANAGEMENT—VOLUNTEERS & DRIVERS.....	7712
Includes operations involved in authorized rendering of assistance in connection with events affecting the public health and safety. Also includes authorized construction, installation, alteration, maintenance or repair work upon premises, apparatus or other equipment owned or used by the emergency management unit, participation in any authorized public drill, showing exhibition or parade.	
The payroll for volunteer emergency management personnel shall be the amount determined by applying \$1,300 per annum to each active volunteer.	
EMERY WORKS & DRIVERS	1747
Applies to crushing or grinding. Digging, mining or quarrying to be separately rated.	
ENGINE MFG—AIRCRAFT	3826
ENGINE MFG NOC.....	3612
Foundry operations to be separately rated.	
ENGINEER OR ARCHITECT—CONSULTING NPD.....	8601
Not engaged in actual construction. May be used only upon specific approval of the Rating Bureau.	
ENGRAVING	4352

*** Equine Industry:**

BREEDING FARM & DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD LODGING OR GRATUITIES).....	8279
This classification is applicable to employees engaged in the breeding and raising of horses. Employees engaged in operations related to the racing of horses are to be separately classified under classification code 8280.	

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*** Equine Industry continued:**

RACING STABLES & DRIVERS.....8280

This classification is applicable to employees engaged in operations related to the racing of horses and includes, jockeys, trainers, exercise riders, drivers, and other related employments. The actual remuneration of jockeys and trainers shall be included in the basis of premium subject, however to a maximum of \$137,280 annually. The minimum premium shall not be subject to pro rata adjustment.

LIVERY OR BOARDING STABLE—NOT SALES STABLE & DRIVERS 7201

Applies to risks engaged in providing accommodation for the care of horses.

CLUB RIDING & DRIVERS.....7207

RIDING ACADEMY OR CLUB & DRIVERS.....7207

HORSE SHOW—STABLEPERSONS AND DRIVERS..... 7207

ESCALATOR OR ELEVATOR MFG 3042

ESSENTIAL OILS MFG & DISTILLATION 4628

EXCAVATION—ROCK & DRIVERS.....6217

Not tunneling or street or road construction.

EXCAVATION NOC & DRIVERS 6217

Includes borrowing, filling or backfilling. Mass rock excavation, grading or excavation in connection with street or road construction, pile driving, shaft sinking, caisson or coffer-dam work to be separately rated.

EXERCISE OR HEALTH INSTITUTE & CLERICAL.....9053

*** Explosives or Ammunition Mfg:**

EXPLOSIVE OR AMMUNITION MFG—NOC & DRIVERS.....4771

Includes the following operations whether conducted as a single or multiple enterprise: bag loading - propellant charges; black powder mfg.; cap, primer, fuse, booster, or detonator assembly; cartridge charging or loading; fireworks mfg.; high explosives mfg.; projectile, bomb, mine or grenade loading; projectile or shell mfg.; shell case loading and smokeless powder mfg. - single base.

EXPRESS CO—SEE "TRUCKMEN"

EXTERMINATOR & DRIVERS 9014

Includes termite control. Carpentry repair or use of poisonous gases to be separately rated.

EXTRACT MFG—DYEWOOD, LICORICE OR TANNING 4627

EXTRACT MFG—PERFUMERY, MEDICINAL OR FLAVORING.....4628

Includes distillation of essential oils.

EYELET MFG 3270

FABRIC COATING OR IMPREGNATING NOC.....4493

Includes the coating or impregnating of fabrics with oils, varnishes, lacquers, plastics or rubber.

FACTORY COST OR OFFICE SYSTEMATIZER, OR AUDITOR—TRAVELING 8803

Includes insurance company premium auditors.

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FARM MACHINERY DEALER & DRIVERS	8116
Includes demonstration.	
FARM MACHINERY OPERATION BY CONTRACTORS & DRIVERS	0050
Sales or manufacturing of merchandise, machinery or equipment to be separately rated.	
FARMING—SEE "AGRICULTURE OR HORTICULTURE"	
FASTENER OR BUTTON MFG—METAL.....	3131
FEATHER OR FLOWER MFG—ARTIFICIAL.....	2501
FEATHER PILLOW MFG	2501
No mattress or box spring mfg.	
FEDERAL WAR HOUSING DISMANTLING OR WRECKING—SEE "WRECKING"	
FEED, FERTILIZER, HAY OR GRAIN DEALER & LOCAL MANAGERS, DRIVERS—NO MFG	8215
Includes incidental blending. Application of fertilizer by use of farm machinery or equipment to be separately rated under Code 0050. Fertilizer mfg. to be separately rated under Code 4583.	
FEED MFG.....	2014
Includes the preparation of cereal or compound feeds for livestock.	
FELT OR BUILDING OR ROOFING PAPER PREPARATION—NO INSTALLATION.....	4283
Not applicable to asphalt or tar distillation or refining plants, which include the saturating of paper or felt as a part of their operations. Paper or felt mfg. to be separately rated.	
FENCE ERECTION—METAL	6400
FERRIES—SEE 3:6 OF THIS MANUAL	
FERTILIZER MFG & DRIVERS	4583
Not rendering or garbage works. Includes manufacturing plants solely engaged in the wet or dry mixing of fertilizers. Fertilizer dealer to be separately rated under Code 8215. Codes 4583 and 2089 - Packing house shall not be assigned to the same risk unless the operations described by these classifications are conducted as separate and distinct businesses.	
FERTILIZER DEALER & LOCAL MANAGERS, DRIVERS—NO MFG	8215
Includes incidental blending. Application of fertilizer by use of farm machinery or equipment to be separately rated under Code 0050. Fertilizer mfg. to be separately rated under Code 4583.	
FILE MFG	3118
FILM OR PLASTIC DEALER OR RECLAIMER & DRIVERS.....	8268
FIRE ALARM INSTALLATION OR REPAIR & DRIVERS	7605
FIRE ALARM, TELEPHONE OR TELEGRAPH LINE CONSTRUCTION & DRIVERS.....	7601
NPD with 7600 telephone or telegraph co.	
FIREMEN—PAID & DRIVERS.....	7710

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FIREMEN—VOLUNTEER & DRIVERS 7711

Includes authorized construction, installation, alteration, maintenance or repair work upon the premises, apparatus or other equipment owned or used by the fire company, participation in any authorized public drill, showing, exhibition or parade and, when authorized, rendering of assistance in connection with events affecting the public health and safety.

The payroll for volunteer firemen for each fire company shall be the amount determined by applying \$1,300 per annum to each active volunteer fireman (whether exempt or not) but to no others, subject to the maximums stated below.

No of Pieces of Apparatus	Maximum Payroll Per Company for Volunteers	Maximum No of Volunteers
1	\$ 36,400	28
2	59,800	46
3	83,200	64
4	101,400	78
5	119,600	92
6	137,800	106
7	156,000	120
8	174,200	134
9	192,400	148
10	210,600	162

Maximum payroll for companies with more than ten pieces of apparatus may be secured from the Rating Bureau.

Apparatus shall be defined as, and limited to, self-powered equipment specifically designed for fire fighting purposes.

The Information Page shall show for each company (1) the number of pieces of apparatus and (2) the number of volunteers.

FIREPROOF EQUIPMENT MFG.....3076

Includes metal furniture, filing equipment and incidental woodworking. Not applicable to the mfg. of fireproof doors or shutters which are wood, covered with metal, or structural or reinforcing materials.

FIREWORKS EXHIBITION & DRIVERS.....9088

FIREWORKS MFG—SEE "EXPLOSIVES"

FIRST AID OR RESCUE SQUAD—PAID & PUBLIC & DRIVERS.....7714

FIRST AID OR RESCUE SQUAD—VOLUNTEER & DRIVERS 7715

The payroll for each first aid or rescue squad worker shall be the amount determined by applying \$1,300 per annum to each active volunteer first aid or rescue squad worker (whether exempt or not) but to no others, subject to the maximums stated below.

No of Pieces of Apparatus	Maximum Payroll Per Company for Volunteers	Maximum No of Volunteers
1	\$ 36,400	28
2	59,800	46
3	83,200	64
4	101,400	78
5	119,600	92
6	137,800	106
7	156,000	120
8	174,200	134
9	192,400	148
10	210,600	162

Maximum payroll for squads with more than ten pieces of apparatus may be secured from the Rating Bureau.

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Apparatus shall be defined as, and limited to, self-powered equipment specifically designed for first aid or rescue purposes.

This classification is not applicable to and no separate charge shall be made for first aid or rescue operations performed by a regularly constituted and insured volunteer fire company or department.

The Information Page shall show for each squad (1) the number of pieces of apparatus and (2) the number of volunteers.

FISHING ROD AND TACKLE MFG..... 4902

FISHING VESSELS—SEE 3:6 OF THIS MANUAL

FIXTURES OR FURNITURE INSTALLATION—PORTABLE NOC..... 5146

Applies to installation in offices or stores.

FLINT OR SPAR GRINDING & DRIVERS 1741

Digging, mining or quarrying to be separately rated.

FLOOR SCRAPING OR FINISHING..... 5437

FLORIST—SEE "AGRICULTURE OR HORTICULTURE"

FLORIST STORE—SEE "STORE"

FLOWER OR FEATHER MFG—ARTIFICIAL..... 2501

FOIL OR PAPER GOODS MFG—PRINTED 4279

Applies to the mfg. of advertising displays, labels, tags or cartons but is not available to risks which do not print the paper or foil goods mfg. Corrugated or fiber board container or paper or foil mfg. to be separately rated.

FOOD PRODUCTS MFG NOC 6504

All milling must be separately rated. Includes, but is not limited to, cleaning, grinding, sorting, or mixing coffee, sugars, pastry flours, spices or nuts; baking powder manufacturing; coconut shredding or drying; coffee cleaning, roasting or grinding; flour mixing and blending (no milling); malted milk mfg. (from powdered milk, sugar, malt, cocoa); mayonnaise mfg.; nut cleaning or shelling; peanut butter mfg.; spice mills, and yeast mfg. Miso & Poi mfg. are also included.

FORGING WORK—DROP OR MACHINE 3110

Includes trimming. The machining of forgings or die making operations shall be assigned to 3632 machine shop.

FOUNDRY—INVESTMENT CASTING 3339

Applies to the manufacture of metal castings by the lost wax or investment process.

FOUNDRY—NON-FERROUS—NOC 3085

FOUNDRY—FERROUS—NOC..... 3081

FREIGHT HANDLER NOC.....7350F

Applies to packing, handling or shipping merchandise on docks or railroad platforms including freight checkers. Stevedoring to be separately rated; drivers to be separately rated as 7219 truckmen NOC. May be used only upon specific approval of the Rating Bureau.

The "F" rate for this classification contemplates operations subject to the United States Longshore and Harbor Workers' Compensation Act.

FREIGHT HANDLER NOC..... 7360

Applies to packing, handling or shipping merchandise on docks or railroad platforms including freight checkers. Stevedoring to be separately rated; drivers to be separately rated as 7219 truckmen NOC. May be used only upon specific approval of the Rating Bureau. Operations subject to USL&H exposure are assigned to code 7350F.

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FRINGE OR BRAID MFG	2380
FROZEN FOOD PRODUCTS —processing of frozen food products shall be assigned to the classification which otherwise would apply if the product were not frozen	
FRUIT EVAPORATING OR PRESERVING.....	2112
Includes jam, jelly or cooked fruit syrup mfg. No canneries. No fruit juice mfg. Can mfg. to be separately rated as 3220.	
FRUIT JUICE MFG	2143
Includes incidental fruit preserving or bottling. No bottling of carbonated liquids. Can mfg. to be separately rated as 3220.	
FUEL AND MATERIAL DEALER NOC—NO SECOND-HAND BUILDING MATERIALS OR LUMBER—& LOCAL MANAGERS, DRIVERS	8232
1. Coal, fuel oil, wood or ice 2. New building materials including lumber 3. Hay, grain, feed or seed 4. Agricultural implements	
FUEL INJECTION DEVICE MFG.....	3581
Includes the manufacture or rebuilding of devices used in vehicles or other equipment to monitor, meter or distribute fuel such as but not limited to carburetors, fuel pumps, superchargers, turbo chargers and throttle bodies.	
FUMIGATION—GAS 9014 PLUS 50 PERCENT & DRIVERS.....	9014
Division of payroll with 9014 exterminator shall be in accordance with the classification procedure applicable to construction or erection work.	
FUNERAL DIRECTOR & DRIVERS	9620
FUR PROCESSING—PREPARING SKINS.....	2600
Includes pasting fur on paper backing and hatter's fur manufacturing.	
FURNACE CLEANING—DOMESTIC & DRIVERS.....	5183
FURNISHING GOODS MFG NOC.....	2501
Includes wearing apparel, draperies or household furnishings from textile fabrics.	
FURNITURE MANUFACTURING & CABINET SHOP—ASSEMBLY BY HAND—WOOD	2881
Includes hand assembling of parts manufactured by others and finishing. NPD with any other Carpentry Shop Class.	
FURNITURE MFG—METAL	3076
FURNITURE MANUFACTURING & CABINET SHOP—WOOD—NOC.....	2883
Includes assembling or finishing. Types of materials used in the manufacture of either furniture or cabinets include wood, laminates, engineered wood products, hardy plank, plywood, and formica. Any paint, stain or lacquer that may be applied is also included. Other operations assigned to this code include, but are not limited to: billiard table manufacturing and installation; cabinet manufacturing for audio or visual devices and the installation of components; bathroom or kitchen cabinet or vanity manufacturing-installation to be separately rated under Code 5437; and piano case manufacturing. NPD with any other Carpentry Shop Class and Code 2923 - "Piano Mfg."	
FURNITURE MOVING & STORAGE, DRIVERS.....	8293
FURNITURE OR FIXTURES INSTALLATION—PORTABLE—NOC.....	5146
Applies to installation in offices or stores.	
FURNITURE UPHOLSTERING.....	9522
GALVANIZING OR TINNING—NOT ELECTROLYTIC NPD.....	3373

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GARBAGE, ASHES OR REFUSE COLLECTION & DRIVERS..... 9403
Reduction, rendering or fertilizer plants to be separately rated.

GARBAGE WORKS 7590
Applies to reduction or incineration. Drivers to be separately rated as 9403 garbage collection.

GARDENING—MARKET OR TRUCK—SEE "AGRICULTURE OR HORTICULTURE"

GAS OR OIL BURNER, AUTOMATIC STOKER—INSTALLATION OR SERVICE—COMMERCIAL & DRIVERS..... 3724

*** Gas Company:**

GAS COMPANY—NATURAL GAS—LOCAL DISTRIBUTION & DRIVERS 7502
Applies to all operations including store employees and meter readers. Separately rate: drilling or operations of wells, construction or operation of cross-country pipelines or construction of buildings or gasholders.

GAS DEALER—L.P.G. & DRIVERS 8353
Applies to all operations including store employees; installation, servicing or repair of customers' equipment or appliances.

GAS OR ELECTRIC LIGHTING FIXTURES MFG OR ASSEMBLY NOC 3193

GAS OR OIL LEASE OPERATOR—NATURAL GAS & DRIVERS 1320F
Separately rate: erecting or dismantling of derricks, drilling, installation or recovery of casing; well shooting; cementing, tank building; topping operations or gasoline recovery.

GAS MAIN OR CONNECTION CONSTRUCTION & DRIVERS..... 6319
Includes tunneling at street crossings when not performed under air pressure. All other tunneling to be separately rated. Separately rate: the construction of pipelines between natural gas producing fields and points of connection with local distributing systems. Such cross-country pipeline construction shall be rated as 6233 oil or gas pipeline construction NPD with 7502 gas company.

GAS METER MFG..... 3574

GAS WELL OR PIPELINE—SEE "OIL OR GAS"

GASOLINE OR OIL DEALER & DRIVERS 8350
Retail gasoline stations to be separately rated as 8387 gasoline station.

GASOLINE PUMP INSTALLATION & DRIVERS..... 3724
Applies to installation, service and maintenance of gasoline pumps at stations. Excavation to be separately rated as 6217. Sign erection to be separately rated.

GASOLINE STATION—RETAIL & DRIVERS..... 8387
Applies to retail gasoline or diesel station. NPD with 8392 automobile storage garage or parking station, 8396 automobile car wash, 8397 automobile repair shop or garage, or 8398 automobile sales or service agency. Separately rate under Code 8006 Grocery Store—Retail, a convenience store that is physically separate from the station and with a separate work force that does not interchange between the store and the station. For list of cross-references to Code 8387, see automobile service station & drivers.

GEAR MFG OR GRINDING NPD..... 3635

GEOPHYSICAL EXPLORATION—SEISMIC & DRIVERS 8606

GEOGRAPHICAL EXPLORATION NOC & DRIVERS 8607

GLASS MFG—CUT 4113

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GLASS MERCHANT	4130
Includes bending, grinding, beveling or silvering of plate glass.	
GLASS WINDOW MFG—STAINED	4133
Includes glass mfg.	
GLASSWARE MFG—NO AUTOMATIC BLOWING MACHINES	4111
Digging or quarrying to be separately rated.	
GLASSWARE MFG—NOC.....	4114
Digging or quarrying to be separately rated.	
GLAZIER—AWAY FROM SHOP & DRIVERS.....	5462
GLOVE MFG—LEATHER OR TEXTILE	2670
Tanning of leather or mfg. of textile fabric to be separately rated.	
GLUE MFG & DRIVERS NPD	4653
GOLD LEAF MFG	3383
GOLF COURSE—PUBLIC & DRIVERS	9182
The actual remuneration of all caddies shall be included with the payroll of the regular employees in computing the premium for this risk. In case the actual remuneration is not available, the payroll for caddies shall be taken at \$22,500.	
GOLF DRIVING RANGE & DRIVERS.....	9182
GRADING OF LAND NOC & DRIVERS.....	6039
Includes borrowing, filling or backfilling, Mass rock excavation, pile driving to be separately rated.	
GRAIN, FEED OR HAY DEALER & LOCAL MANAGERS, DRIVERS—NO MFG	8215
Includes incidental blending. Application of fertilizer by use of farm machinery or equipment to be separately rated under Code 0050. Fertilizer mfg. to be separately rated under Code 4583.	
GRAIN MILLING	2014
GRAPHITE—MFG—NOT ARTIFICIAL & DRIVERS	1452
Artificial graphite mfg. rates as 1438.	
GRAVEL OR SAND DIGGING & DRIVERS	4000
No canal, sewer or cellar excavation or underground mining. Includes: construction, repair or maintenance of all buildings, structures or equipment and the installation of machinery.	
GREASE OR OIL MIXING OR BLENDING	4712
NPD with 4740 oil refining or 8350 oil or gasoline dealer. No rendering or petroleum refining. Can mfg. to be separately rated as 3220.	
GREENHOUSE ERECTION	5402
GROCERY, TEA OR COFFEE DEALER—RETAIL & DRIVERS	8753
Applies to house-to-house sale of coffee, tea, or groceries and includes incidental stores or ware- houses.	
GUARD RAIL OR BARRICADE CONSTRUCTION—PERMANENT & DRIVERS.....	5403
Such operations performed in connection with street or road construction projects to be rated as 6042.	
GUNITING—NOT CHIMNEY & DRIVERS.....	5213
Guniting on chimneys or bridges to be separately rated as 5000 chimney construction.	

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HVAC INSTALLATION, SERVICE OR REPAIR & DRIVERS—COMMERCIAL & RESIDENTIAL	3724
Applies to the installation, service or repair of residential and commercial heating, ventilating and/ or air conditioning systems.	
HAIR GOODS MFG	2501
Applies to products made from human hair.	
HARDWARE MFG NOC.....	3146
HATCHERY—SEE “AGRICULTURE OR HORTICULTURE”	
HAT CLEANING	2582
HAT MFG—OTHER THAN STRAW OR CLOTH—NO BLOWING, STARTING OR FORMING OF FELT HAT SHAPES....	2501
No hatters’ fur mfg.	
HAT MFG—STRAW	2501
HAY BALING & DRIVERS.....	0050
HAY, GRAIN, FEED, OR FERTILIZER DEALER & LOCAL MANAGERS	8215
Includes incidental blending. Application of fertilizer by use of farm machinery or equipment to be separately rated under Code 0050. Fertilizer mfg. to be separately rated under Code 4583.	
HEALTHCARE SERVICE AGENCIES:	
REGISTERED NURSES & NURSE PRACTITIONERS	9045
Employees other than RN’s and NP’s Licensed or Certified by N.J. Department of Health & Sr. Services or N.J. Board of Nursing.....	
	8835
Homemaker Service.....	8828
Clerical.....	8810
HEALTH OR EXERCISE INSTITUTE & CLERICAL	9053
HEALTH SPA OR STEAM BATH NOC & CLERICAL	9053
HEATING OR AIR CONDITIONING DUCT WORK—SHOP AND OUTSIDE & DRIVERS.....	5538
HEAT TREATING—METAL NPD	3307
HOD HOIST OR CONSTRUCTION ELEVATORS INSTALLATION REPAIR OR REMOVAL & DRIVERS	9529
Such operations performed by contractors who erect, repair or remove hod hoists or construction elevators as an incidental part of their construction work are to be included in the classification with which the work is associated.	
HOME FOR AGED—SEE “CONVALESCENT OR NURSING HOME”	
HOMEMAKER SERVICE	8828
Applies to non-profit organizations providing home help services to families with children, convalescent, aged, acutely or chronically ill or disabled persons. Employees engaged solely in clerical or promotional work shall be separately rated as 8810; outside social case workers as 8742 salesperson.	
HORN GOODS MFG—FABRICATED PRODUCTS MFG.....	4452
Applies to the mfg. of horn goods by such operations as machining, bending, buffing or polishing.	
HORSE SHOE MFG	3146
Steel making or rolling mills to be separately rated.	

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*** Horse Show:**

STABLE PERSONS—SEE "EQUINE INDUSTRY"

OPERATION BY OWNER OR LESSEE & DRIVERS 9016
Includes musicians and box office employees. Operation or maintenance of amusement devices to be separately rated as 9180 amusement device operation NOC.

HOSIERY DYEING 2361

HOSIERY MFG 2361
Yarn mfg. to be separately rated.

HOSPITAL & CLERICAL, DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD OR LODGING) 9045
The actual remuneration of students, enrolled in a course of study approved by the New Jersey Board of Nursing for the training of professional nurses, shall be included in the payroll subject to audit and premium charge. In no case, however, shall the remuneration of any such student nurse be taken at an amount less than \$10 per week.

HOSPITAL—VETERINARY & DRIVERS 8831

HOT HOUSE ERECTION 5402

HOTEL—& CLERICAL, SALESMEN, DRIVERS
(PREMIUM BASIS SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES).....**9052**
Musicians, players or entertainers to be separately rated as 9156 musicians. Restaurant operations to be separately rated under Code 9079 restaurants.

HOUSE FURNISHINGS INSTALLATION NOC & UPHOLSTERING 9521

HOUSEHOLD APPLIANCES—ELECTRICAL SERVICE OR REPAIR & DRIVERS 9519
Applies to the service or repair of toasters, fans, vacuum cleaners, fixtures, electric toys, electric hand tools, electric lawn mowers, radios, home tools and similar appliances. Includes shop, outside or incidental parts department employees. Electrical wiring or plumbing to be separately rated.

HOUSING AUTHORITY & CLERICAL, SALESMEN, DRIVERS 9033
Applies to all employees of housing authorities operating completed public housing projects. New construction and major alteration work to be separately rated.

HYDROGEN OR OXYGEN MFG & DRIVERS 4635

ICE CREAM DEALER OR DELIVERY & ROUTE SUPERVISORS, DRIVERS 2039

ICE CREAM MFG & DRIVERS 2039

ICE DEALER & DRIVERS 8203
Ice harvesting to be separately rated.

ICE MFG 2150

INCANDESCENT LAMP MFG 4112

INK MFG—PRINTING 4557
Mfr. of spirit or lacquer type inks to be separately rated as 4439 lacquer mfg.

INK (WRITING) MUCILAGE OR PASTE MFG 4597

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INKED RIBBON PREPARATION.....	2383
Paper mfg. to be separately rated as 4239.	
INSPECTORS, SAMPLERS, CHECKERS, OR WEIGHERS OF MERCHANDISE NPD.....	8709F
Applicable only to employers whose entire operation is described by the classification. Inspectors, samplers, checkers, tallymen or weighers of merchandise in connection with any other operation shall be included with such operation. May be used only upon specific approval of the Rating Bureau.	
INSPECTION OF RISKS FOR INSURANCE OR VALUATION PURPOSES NOC.....	8720
Applies to mercantile, manufacturing or marine risks.	
INSTRUMENT MFG NOC	3685
Applies to professional or scientific instruments.	
INSULATION—STEAM PIPE OR BOILER & DRIVERS	5184
Includes shop. Applies to the use of cork, asbestos or other non-conducting materials.	
INSULATION WORK NOC & DRIVERS	5479
Includes the installation or application of acoustical or thermal insulating materials in buildings or within building walls. Applies only when insulation or acoustical work is performed as a separate operation not part of, or incidental to, any other construction operation performed by the same contractor at the same job or location.	
INTERCOMMUNICATION SYSTEMS INSTALLATION OR REPAIR & DRIVERS	7605
INTERIOR FRAMING INCIDENTAL TO WALLBOARD INSTALLATION & DRIVERS	5445
Applies only to employees of the contractor also installing the wallboard.	
INVESTIGATING COMPANY.....	8742
Includes theater investigating, shopping service, credit reporting or similar activities and is not applicable to detective or patrol agencies.	

* Iron or Steel:

MANUFACTURING

ROLLING MILL & DRIVERS	3018
Applies to all iron or steel rolling mills with or without puddling furnaces. Not applicable to rolling mills in plants operating open hearth, Bessemer, electric or crucible steel furnaces. Steel making, blast furnace operation, coke mfg. to be separately rated.	
STEEL MAKING & DRIVERS.....	3004
Applies to electric or open hearth furnaces, Bessemer or crucible processes. Includes blooming mills or forging or rolling mills. Blast furnace operation or coke mfg. to be separately rated.	

FABRICATION

IRON OR STEEL WORKS—SHOP-STRUCTURAL & DRIVERS	3030
Applies to fabricating or assembling structural iron or steel. Blast furnace or converter operation, casting of steel, or rolling mills to be separately rated.	
IRON WORKS—SHOP-ORNAMENTAL & DRIVERS.....	3040
Not fabricating or assembling structural iron or steel. Includes fabricating, assembling or mfg. ornamental brass, bronze or iron work, railings, balconies, fire escapes, staircases, iron shutters or other nonstructural iron or steel work. Blast furnace or converter operation, casting of steel, rolling mills to be separately rated.	
IRON WORKS—SHOP-DECORATIVE OR ARTISTIC & FOUNDRIES, DRIVERS.....	3041
Applies to the mfg. fabricating or assembling of decorative or artistic brass, bronze or iron work. NPD with 3040 iron works. May be used only upon specific approval of the Rating Bureau.	

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ERECTION

DOOR, DOOR FRAME OR SASH ERECTION OR REPAIR METAL OR METAL COVERED & DRIVERS.....5103

Installation of storm doors or storm sash on private residences to be separately rated as 5645 Carpentry. Overhead door installation to be separately rated as 3724 Millright Work.

ERECTION—CONSTRUCTION OF DWELLINGS NOT OVER TWO STORIES IN HEIGHT 5069

NPD with any iron or steel erection classification. May be used only upon specific approval of the Rating Bureau.

ERECTION—FRAME STRUCTURES 5040

Ornamental iron work to be separately rated as 5057 iron or steel erection Noc.

ERECTION—FRAME STRUCTURES NOT OVER TWO STORIES IN HEIGHT.....5059

NPD with 5040 iron or steel erection—frame structures.

ERECTION—BRIDGES.....5040

ERECTION—RADIO, TELEVISION OR WATER TOWERS, SMOKESTACKS OR GAS HOLDERS 5040

ERECTION NOC 5057

IRON OR STEEL-ERECTION—STEEL FRAME—INTERIOR-LIGHT GAUGE STEEL-BY CONTRACTORS ENGAGED IN WALLBOARD INSTALLATION & DRIVERS 5445

Applies only to employees of the contractor also installing the wallboard.

IRON OR STEEL MERCHANT & DRIVERS.....8106

Not applicable to junk dealers or steel scrap dealers.

IRON OR STEEL SCRAP DEALER & DRIVERS NPD 8265

Wrecking or salvaging to be separately rated.

IRRIGATION OR DRAINAGE SYSTEM CONSTRUCTION & DRIVERS 6229

Pile driving, dredging, tunneling or dam or sewer construction to be separately rated.

IVORY OR BONE GOODS MFG 4452

JAILS—SEE "CORRECTIONAL INSTITUTION"

JANITORIAL SERVICES—CONTRACT—SEE "BUILDING—OPERATIONS BY CONTRACTORS"

JETTY OR BREAKWATER CONSTRUCTION & DRIVERS 6005

Applies to all operations to completion. Caisson, cofferdam work or pile driving to be separately rated.

JEWELRY MFG.....3383

JUNK DEALER & DRIVERS NPD 8263

Applicable only to those risks engaged in collecting or handling a miscellaneous line of secondhand materials, such as bottles, rags, paper, bones, rubber, non-ferrous scrap metals and, in addition, ferrous scrap metals. Risks primarily engaged in collecting or handling ferrous scrap metals shall be assigned to 8265 iron or steel scrap dealer. Wrecking or salvaging to be separately rated.

KITCHEN EQUIPMENT MFG—SHEET METAL—SHOP & INSTALLATION 3061

KNIT GOODS MFG NOC 2362

Yarn mfg. to be separately rated.

LABOR UNION 8755

Includes business agents and organizers.

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LACE MFG.....	2386
LACQUER OR SPIRIT VARNISH MFG	4439
Includes mixing of thinners or solvents but no nitrocellulose mfg. Refer risks engaged in the mfg. of nitrocellulose, thinners, or solvents to the Home Office for individual treatment.	
LAMP MFG OR ASSEMBLY—ELECTRIC—FLOOR OR TABLE.....	3192
LAMP SHADE MFG OR ASSEMBLY	2557
Does not apply to metal or glass lamp shades.	
LANDSCAPE EROSION CONTROL & DRIVERS.....	0042
Applies to seeding, sodding or planting shrubs or trees along road right-of-way and incidental fine grading. Such operations performed in connection with street or road construction projects to be rated as 6042.	
LANDSCAPE GARDENING & DRIVERS.....	0042
Includes laying out of grounds, planting trees, shrubs, flowers or lawns. Excavation, filling or backfilling to be separately rated as 6217, Excavation—NOC. Lawn maintenance to be separately rated as 9102.	
LAST OR SHOE FORM MFG.....	2790
LATHING & DRIVERS.....	5443
Metal lathing used as reinforcement for concrete shall be assigned to the appropriate concrete construction classification.	
LAUNDRY—HAND WORK EXCLUSIVELY—NPD	2582
Available only to laundries having no machinery or having only incidental machinery of the portable and household type exclusively.	
LAUNDRY—SELF SERVICE & CLERICAL, SALESMEN, DRIVERS	2588
Applies where machinery is operated principally by customers. Includes incidental service.	
LAUNDRY NOC & ROUTE SUPERVISORS, DRIVERS.....	2585
NPD with 2586 cleaning or dyeing.	
LAUNDRY COLLECTING OR DISTRIBUTING STATION.....	2582
No laundering at the same location. Drivers to be separately rated as 2585 laundry NOC.	
LAW OFFICE—ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS NPD.....	8820
LAWN MAINTENANCE—COMMERCIAL OR DOMESTIC & DRIVERS.....	9102
Includes grass cutting, weed control and lawn spraying. This classification does not apply to a risk whose principal business is tree pruning, tree spraying or exterminating. Landscaping to be separated rated as 0042.	
LEATHER MFG—IMITATION	4493
LEATHER MFG—PATENT OR ENAMEL	2623
LEATHER BELTING MFG	2688
LEATHER OR TEXTILE FINISHERS, SOFTENERS OR SIZES MFG—OIL BASE	4707
NPD with 4720 soap or soap powder mfg. and 4712 grease or oil mixing or blending.	
LEATHER GOODS MFG NOC	2688
LENS MFG—GROUND.....	4150
LETTER SERVICE SHOP NPD	8800

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LIBRARY—PUBLIC—NON-PROFESSIONAL EMPLOYEES & DRIVERS	9106
LIBRARY—PUBLIC—PROFESSIONAL EMPLOYEES & CLERICAL	8838
LIGHTING ROD INSTALLATION & DRIVERS	7601
Installation of lightning rods on industrial smokestacks and chimneys to be separately rated.	
LIMOUSINE OR CAR SERVICE CO & DRIVERS	7382
Premium basis shall not include Board, Lodging or Gratuities. Garage employees to be separately rated under Code 8385.	
GARAGE EMPLOYEES	8385
LINGERIE MFG	2501
LINOLEUM MFG—BURLAP OR FELT BASE	4491
LINOLEUM MFG	4493
LITHOGRAPHING.....	4299
Includes incidental assembling, stapling or binding of circulars, pamphlets or catalogues. Artists, designers, proofreaders, editors or clerical office employees to be separately rated as 8810 clerical. Reporters, advertising or circulation solicitors to be separately rated as 8742 salesmen.	
LIQUEFIED PETROLEUM GAS—SEE "GAS DISTRIBUTING"	
LIVERY OR AUTOMOBILE OR TRUCK RENTAL OR LEASING COMPANY	7369
CHAUFFEURS OF PRIVATE PASSENGER VEHICLES	7380
DRIVERS OF TANK TRUCKS	7196
DRIVERS OF TRUCKS NOC OR OTHER COMMERCIAL VEHICLES.....	7219
LIVERY OR BOARDING STABLE—SEE "EQUINE INDUSTRY"	
LIVESTOCK DEALER—SEE "AGRICULTURE OR HORTICULTURE"	
LIVESTOCK FARM—SEE "AGRICULTURE OR HORTICULTURE"	
LOCK OR DAM CONSTRUCTION—SEE "DAM OR LOCK CONSTRUCTION"	
LOCOMOTIVE WORKS	3507
LOGGING OR LUMBERING & DRIVERS	2702
Includes incidental saw mill, transportation of logs to mill, construction, operation, maintenance or extension of logging roads or logging railroads.	
LOOSE-LEAF LEDGER OR NOTEBOOK MFG	4251
Mfg. of metal rings, posts, screws, separators or fittings to be separately rated.	
LUGGAGE MFG.....	2683
Applies to the manufacture of traveling bags and hand luggage.	
LUMBER YARD—NO SECOND HAND MATERIALS & LOCAL MANAGERS, DRIVERS.....	8232
MACHINE SHOP NOC.....	3632
Foundry operations to be separately rated.	

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MACHINERY DEALER NOC—STORE OR YARD & DRIVERS	8107
Operations away from premises of insured to be separately rated.	
MACHINERY OR EQUIPMENT ERECTION OR REPAIR NOC & DRIVERS	3724
Code 3724 shall not be assigned to employees of insureds engaged in such work on the premises of the insured. Such payroll must be included in the governing classification.	
MAGNETIC OR OPTICAL RECORDING MEDIA MFG	4431
Includes audio or visual recording media manufacturing and tape or disk manufacturing.	
MAILING OR ADDRESSING CO NPD.....	8800
MALT HOUSE & DRIVERS.....	2121
MANURE DEALER & DRIVERS	9403
MARINA OR BOAT BASIN & DRIVERS.....	6826F
Applicable to waterfront operations including boat docks, mooring, storage, incidental repair of boats and engines, sale of parts or accessories, dockside snack bars. The "F" rate for this classification contemplates operations subject to the United States Longshore and Harbor Workers' Compensation Act.	
MARINA OR BOAT BASIN & DRIVERS.....	6836
Applicable to waterfront operations including boat docks, mooring, storage, incidental repair of boats and engines, sale of parts or accessories, dockside snack bars. The operation of showrooms, motels, restaurants, swimming pools, bowling lanes or other recreational facilities at a separate location shall be separately rated. Boat building shall be separately rated as Code 6824F or 6834. Operations subject to USL&H exposure are assigned to code 6826F.	
MARINE APPRAISER OR SURVEYOR.....	8720
MARINE RAILWAY OPERATION & DRIVERS.....	6872F
MASONRY NOC.....	5022
MATTRESS OR BOX SPRING MFG.....	2570
Includes pillow, quilt or cushion mfg. Separately rate the mfg. of wire springs or excelsior.	
MEAT DEALER OR STORE—SEE "STORE"	
MEAT PRODUCTS MFG NOC	2095
NPD with 2089 packing house. No butchering or handling of livestock.	
MEDICINE, DRUG OR PHARMACEUTICAL PREPARATION MFG.....	4835, 4836
Includes Mfg. of ingredients. NPD with 4829 Chemical mfg. NOC or 4611 Drug, Medicine Or Pharmaceutical Preparation. Mfg. of metal containers to be separately rated as 3220 Can Mfg.	
MEDICINE, DRUG OR PHARMACEUTICAL PREPARATION COMPOUNDING OR BLENDING—NO MFG OF INGREDIENTS	4611
NPD with 4828 Chemical Blending and Mixing NOC or 4835, 4836 Drug, Medicine or Pharmaceutical Preparation mfg. Metal Container mfg. to be separately rated as 3220 Can Mfg.	
MESSENGER OR COURIER SERVICE COMPANIES & DRIVERS	7231
Applies to pick up and local delivery of envelopes and small packages less than 100 lbs. in vehicles less than 10,000 lbs. gross vehicle weight. Separately rate trucking as 7219 "Trucking NOC," warehousing as 8292 "Storage Warehouse NOC."	
METAL OR METAL ALLOY POWDER MFG & DRIVERS.....	1937
METAL CEILING OR WALL COVERING INSTALLATION & SHOP DRIVERS.....	5538

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METAL GOODS MFG NOC	3400
METAL SCRAP DEALER & DRIVERS NPD	8506
Applies to the collection and reduction of nonferrous scrap metals and includes the "handling or processing of lead. No collection or handling of scrap iron or steel.	
METAL SCRAP DEALER—NO LEAD & DRIVERS NPD.....	8507
Applies to the collection and reduction of nonferrous scrap metals. No handling or processing of lead or collection or handling of scrap iron or steel.	
METAL STAMPING WORK—SHOP	3400
Applies to production of metal parts by semi- automatic or automatic presses. Includes die making and all machining, finishing, assembling and forming operations in connection therewith.	
MICA GOODS MFG & MICA PREPARING	1853
Mining to be separately rated.	
MILK DEALER OR DELIVERY & ROUTE SUPERVISORS DRIVERS	2070
MILK DEPOT OR MILK DEALER & ROUTE SUPERVISORS, DRIVERS	2070
Includes preparation of products for distribution. Ice cream mfg. to be separately rated as 2039.	
MILLING GRAIN	2014
MILLWRIGHT WORK NOC & DRIVERS.....	3724
Applies to the erection or repair of machinery or equipment. NPD of insured's employees engaged in millwright work on the premises of the insured. Such payroll must be included in the governing classification. Sign erection to be separately rated.	
MINING OR ORE MILLING MACHINERY MFG.....	3507
MITTEN OR GLOVE MFG KNIT.....	2362
Yarn mfg. to be separately rated.	
MOBILE CRANE AND HOISTING SERVICE CONTRACTORS—NOC & DRIVERS.....	9530
Applicable to specialists engaged in leasing cranes to raise or lower objects or materials for construction and erection projects.	
MOSQUITO EXTERMINATION COMMISSION & CLERICAL, DRIVERS.....	9423
MOTEL, MOTOR COURT, TOURIST COURT OR CABIN & CLERICAL, SALESMEN, DRIVERS (PREMIUM BASIS SHALL NOT INCLUDED BOARD, LODGING OR GRATUITIES)	9052
Musicians, players or entertainers to be separately rated as 9156 musicians. Restaurant operations to be separately rated under Code 9079 restaurants.	

*** Motion Picture:**

PRODUCTION—IN STUDIOS OR OUTSIDE & DRIVERS.....	9610
Applies to all operations up to the development of negatives. The actual remuneration of directors, players, entertainers, or musicians shall be included in the basis of premium, subject, however, to a maximum average individual payroll of \$2,640 per week.	
DEVELOPMENT OF NEGATIVES, PRINTING AND ALL SUBSEQUENT OPERATIONS	4360
Digital media processing and editing, as well as marketing through film exchanges, are included under Code 4360, whether performed by a contractor or the production company.	
DUPLICATION & REPLICATION SERVICE OF PRE-RECORDED AUDIO, VIDEO OR DATA	4360

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MUCILAGE, INK (WRITING) OR PASTE MFG	4597
MUNICIPAL, TOWNSHIP, COUNTY STATE EMPLOYEES NOC	9410
Includes employees engaged in laboratory work, inspectors of the Board of Health, electrical inspectors, building inspectors and similar operations. Workers, mechanics or others engaged in manual labor or supervisors of construction work to be separately rated.	
MUSEUMS—PUBLIC—NON-PROFESSIONAL EMPLOYEES & DRIVERS	9106
MUSEUMS—PUBLIC—PROFESSIONAL EMPLOYEES & CLERICAL	8838
Includes curators and professional assistants.	
MUSIC ROLL MFG—PERFORATED PAPER	4282
Paper mfg. to be separately rated as 4239.	
MUSICAL INSTRUMENT MFG—METAL—NOC	3686
MUSICAL INSTRUMENT MFG—WOOD—NOC	2923
MUSICIANS, PLAYERS OR ENTERTAINERS	9156
The actual remuneration of directors, players, entertainers or musicians shall be included in the basis of premium, subject, however, to a maximum average individual payroll of \$2,640 per week.	
NET MFG	2380
Not applicable to wire nets. Cordage or twine mfg. to be separately rated.	
NEWS AGENT OR DISTRIBUTOR OF MAGAZINES OF OTHER PERIODICALS—NOT RETAIL DEALER & SALESMEN, DRIVERS	8745
NEWSPAPER PUBLISHING & CLERICAL, SALESMEN, DRIVERS	4313
The actual remuneration, excluding tips of employees engaged as newsboys shall be included in the payroll subject to audit and premium charge. If the actual remuneration is not available, the remuneration shall be determined on the basis of \$1.50 per day worked per newsboy.	
NOTEBOOK OR LOOSE-LEAF LEDGER MFG	4251
Mfg. of metal rings, posts, screws, separators or fittings to be separately rated.	
NURSERYMEN—SEE "AGRICULTURE OR HORTICULTURE"	
NURSES REGISTRY—SEE "HEALTH CARE SERVICE AGENCIES"	
NURSING—HOME HEALTH PUBLIC AND TRAVELING	8835
See Health Care Service Agencies Schedule	
NURSING OR CONVALESCENT HOME & DRIVERS (PREMIUM BASIS SHALL NOT INCLUDE BOARD OR LODGING)	8829
NUT OR BOLT MFG	3132
Steel making or rolling mills to be separately rated.	
OFFICE MACHINE OR APPLIANCE INSTALLATION, INSPECTION, ADJUSTMENT OR REPAIR	5191
Includes shop. Mfg. operations to be separately rated.	
OFFICE MACHINE OR APPLIANCE INSTALLATION, INSPECTION, ADJUSTMENT OR REPAIR	5191
Includes shop. Mfg. operations to be separately rated.	
OFFICE OR FACTORY COST SYSTEMATIZER OR AUDITOR—TRAVELING	8803

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OIL BURNER—INSTALLATION OR SERVICE—COMMERCIAL & DRIVERS.....	3724
OIL MFG—COTTONSEED—SEE "COTTONSEED OIL MFG"	
OIL MFG—VEGETABLE—NOC.....	4683
OIL OR GAS LEASE OPERATOR & DRIVERS	1320F
Separately rate: erecting or dismantling of derricks, drilling, installation or recovery of casing, well shooting, cementing, tank building, topping operations or gasoline recovery.	
OIL OR GAS PIPELINE CONSTRUCTION & DRIVERS	6233
Pile driving, dredging or tunneling to be separately rated.	
OIL OR GAS PIPELINE OPERATION & DRIVERS	7515
Construction, operation of wells, or oil refining to be separately rated.	

*** Oil or Gas Well:**

DRILLING OR RE-DRILLING & DRIVERS	6235F
Includes installation of casing.	
SUPPLIES OR EQUIPMENT DEALER—NEW—STORE OR YARD ONLY & DRIVERS	8107
SUPPLIES OR EQUIPMENT DEALER—USED & LOCAL MANAGERS, DRIVERS	8204
Includes incidental reconditioning or repairing. Installation, erection, dismantling or salvage operations to be separately rated.	
OIL OR GASOLINE DEALER & DRIVERS	8350
Operating of retail gasoline stations to be separately rated as 8387 gasoline station.	
OIL OR GREASE MIXING OR BLENDING	4712
NPD with 4740 oil refining or 8350 oil or gasoline dealer. No rendering or petroleum refining. Can mfg. to be separately rated as 3220.	
OIL REFINING—PETROLEUM & DRIVERS.....	4740
Oil producing to be separately rated.	
OIL STILL ERECTION OR REPAIR.....	3719
Applies to the erection or repair of oil stills and incidental structures or connections which are integral parts of the distillation units such as control, pump and compressor houses. Separately rate the erection or repair of office buildings, warehouses, storage tanks, power plants, or other structures incidental to an oil refinery but not integral parts of the distillation units, chimney construction and pile driving.	
OPTICAL GOODS MFG NOC	4150
OPTICIAN	8013
Lens grinding to be separately rated under 4150 lens mfg.	
OPTOMETRIST & CLERICAL	8832
Includes incidental sale of optical goods. Lens grinding to be separately rated under Code 4150 lens mfg. Includes maintenance of the professional office.	
ORE MILLING & DRIVERS.....	1452
Includes concentration or amalgamation. NPD with 1438 smelting.	
ORE MILLING OR MINING MACHINERY MFG	3507

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ORGAN BUILDING & INSTALLATION.....	2923
ORNAMENT OR PLASTER STATUARY MFG	4038
OXYGEN OR HYDROGEN MFG & DRIVERS	4635
Includes tank charging.	
OYSTERMEN	2114
Applies to shore or dock work only. Includes sorting, shucking, washing or packing. NPD with 2111 cannery.	
OYSTERMEN—PLANTING, HARVESTING, BOAT OPERATION—SEE 3:6 OF THIS MANUAL	
PACKAGE OR PARCEL DELIVERY—SEE “TRUCKMEN”	
PACKAGING—CONTRACT—RETAIL SIZE PACKAGES.....	8055
Applies to risks engaged in packaging cosmetics, toiletries, pharmaceuticals, soaps, cleaning agents, hardware, advertising materials and similar merchandise owned by others in retail size packages as a contract service. Does not apply to the packaging or crating of machinery, furniture or similar heavy items and does not apply to the packaging or repacking of explosives.	
PACKAGING HOUSE—MEAT NPD	2089
Includes butchering or the handling of livestock.	
PAINT MFG.....	4558
Pigment or lead compound mfg. to be separately rated.	
* Painting:	
OIL OR GASOLINE STORAGE TANKS & SHOP, DRIVERS.....	5475
SHIP HULLS.....	6874F
SHOP ONLY & DRIVERS NPD.....	9501
Not available for division of payroll in mfg. plants or with 5474 painting or decorating.	
STEEL STRUCTURES OR BRIDGES.....	5038
Painting of oil or gasoline storage tanks to be separately rated as 5475.	
PAINTING OR DECORATING—INTERIOR OR EXTERIOR WORK NOC & DRIVERS	5474
Includes shop operations. Painting steel structures or bridges to be separately rated as 5038; oil or gasoline storage tanks as 5475.	
PAPER COATING	4250
Not building, roofing paper or felt preparation. Paper mfg. to be separately rated as 4239.	
PAPER CORRUGATING OR LAMINATING	4250
NPD with 4244 corrugated or fiber board container mfg. Paper mfg. to be separately rated as 4239.	
PAPER CREPING	4250
Paper mfg. to be separately rated as 4239.	
PAPER GOODS MFG NOC.....	4279
Paper mfg. to be separately rated as 4239.	
PAPER HANGING & DRIVERS.....	5491

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PAPER MFG	4239
Includes card, bristol, paper, straw, fiber or leather- board. Wood pulp mfg. to be separately rated.	
PAPER OILING, PARAFFINING, PARCHMENTIZING OR WAXING	4250
Paper mfg. to be separately rated as 4239.	
PAPER OR FOIL GOODS MFG—PRINTED	4279
Applies to the mfg. of advertising displays, labels, tags or cartons but is not available to risks which do not print the paper or foil goods mfg. Corrugated or fiber board container or paper or foil mfg. to be separately rated.	
PAPER STOCK OR RAG DEALER—USED & DRIVERS NPD	8264
No collecting or handling scrap iron or steel. Laundry operations performed by wiping cloth or rag dealers to be separately rated as 2585 laundry NOC.	
PARACHUTE MFG	2688
Mfg. of cloth canopies to be separately rated as 2501 furnishing goods mfg.	
PARCEL OR PACKAGE DELIVERY—SEE “TRUCKMEN”	
PARK NOC & DRIVERS	9102
Separately rate operation, care and maintenance of amusement devices. This classification does not apply to a risk whose principal business is tree pruning, tree spraying or exterminating. Landscaping to be separately rated as 0042.	
PARK WORKERS—VOLUNTEER & DRIVERS	9109
Applicable to persons under the general supervision of the Palisades Interstate Park Commission in volunteer programs in that part of the Palisades Interstate Park located in New Jersey.	
Applicable to persons doing volunteer work for the Division of Parks and Forestry, the Division of Fish, Game and Wildlife, the New Jersey Natural Lands Trust or the New Jersey Historic Trust as authorized by the Commissioner of Environmental Protection. The annual payroll shall be determined by applying \$500 to each volunteer.	
PASTA OR NOODLE MFG	2002
Code 2002 includes, but is not limited to, spaghetti, macaroni, noodles and other pasta products whose main ingredients are water and flour. Other ingredients, coloring, fillings, flavorings may be added to the mix to make a wide range of pasta that comes in many shapes and sizes. Noodles differ from other pasta products in that eggs are added to the mixture in their production.	
PASTE, INK (WRITING) OR MUCILAGE MFG	4597
PATROL OR DETECTIVE AGENCY & DRIVERS	7723
Includes the operation of armored car services, watchmen, guards or patrolmen engaged in safeguarding property not owned by the risk.	
PATTERN MAKING NOC NPD	2790
Not applicable to the mfg. of metal jigs, fixtures or dies.	
PAVING—SEE “STREET OR ROAD”	
PAVING—RESIDENTIAL DRIVEWAYS—SEE “DRIVEWAY CONSTRUCTION”	
PEANUT HANDLING	8102
Applies to cleaning, grading or shelling. Hull grinding or mfg. of oil to be separately rated.	
PEN MFG.....	4432
Includes the manufacture of handwriting instruments. Pencil Mfg. - wood to be separately rated as code 2942.	
PENCIL MFG—MECHANICAL	4432
Includes the manufacture of handwriting instruments. Pencil Mfg. - wood to be separately rated as code 2942.	

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PENCIL, PENHOLDER OR CRAYON MFG	2942
PENHOLDER, CRAYON OR PENCIL MFG	2942
PET SHOP—RETAIL	8017
Includes animal grooming.	
PET SITTING SERVICE & DRIVERS.....	0917
PHARMACEUTICAL OR SURGICAL GOODS MFG NOC	4693
PHARMACEUTICAL DRUG OR MEDICINE PREPARATION MFG.....	4835, 4836
Includes Mfg. of ingredients. NPD with "4829 Chemical mfg. NOC or 4611 Drug, Medicine Or Pharmaceutical Preparation. Mfg. of metal containers to be separately rated as 3220 Can Mfg.	
PHARMACEUTICAL, DRUG OR MEDICINE PREPARATION COMPOUNDING OR BLENDING—NO MFG OF INGREDIENTS	4611
NPD with 4828 Chemical Blending and Mixing NOC or 4835, 4836 Drug, Medicine Or Pharmaceutical Preparation mfg. Metal container mfg. to be separately rated as 3220 Can Mfg.	
PHOTOENGRAVING	4351
PHOTOGRAPHER—ALL EMPLOYEES & CLERICAL, SALESMEN, DRIVERS.....	4361
Includes incidental retail store employees and photo processing employees. As respects aerial photography, the payroll of all members of the flying crew and aircraft ground employees shall be assigned to the appropriate aircraft flying and ground classification.	
PHOTOGRAPHIC SUPPLIES MFG.....	4923
Chemical manufacturing plants or manufacturers of non safety film to be separately rated. Manufacture of audio or visual recording media to be rated under 4431— Magnetic & Optical Recording Media Mfg.	
PHYSICIAN & CLERICAL.....	8832
Includes maintenance of the professional office.	
PIANO MFG	2923
Includes assembling or finishing operations, and mfg. of the piano action. Also applies to player pianos.	
PIANO TUNING—AWAY FROM SHOP	5191
PICKLE MFG.....	2110
PIGMENT COLORS, LAKES OR TONERS MFG.....	4824
PILE DRIVING & DRIVERS	6003
Includes pile driving operations in connection with building foundations and timber wharf building. The mfg. of concrete piles at the job location or the pouring of concrete into hollow steel piles shall be rated as concrete construction. Pile driving operations performed in connection with caisson work to be separately rated as 6252.	
PILLOW, QUILT OR CUSHION MFG.....	2501
No mattress or box spring mfg.	
PIN MFG	3270
PIPE BENDING & CUTTING.....	3111
Shall not be assigned to a risk engaged in operations described by another classification unless the operations subject to Code 3111 are conducted as a separate and distinct business.	

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PIPE COATING—CONTRACT—SHOP AND YARD & DRIVERS	8265
Applies to a risk engaged, at its fixed plant or yard location, in applying protective coating to pipe owned by others.	
PIPELINE OR GAS WELL—SEE "OIL OR GAS"	
PIPE OR TUBE MFG—IRON OR STEEL—NOT CAST IRON—& DRIVERS.....	3028
Iron or steel making to be separately rated.	
PIPE OR TUBE MFG—LEAD.....	3331
Smelting to be separately rated.	
PIPE OR TUBE MFG NOC & DRIVERS	3022
PLASTER BOARD OR PLASTER BLOCK MFG & DRIVERS	4036
Quarrying, crushing or grinding to be separately rated.	
PLASTER OR STAFF MIXING & DRIVERS NPD.....	4036
No crushing or grinding operations.	
PLASTER STATUARY OR ORNAMENT MFG	4038
PLASTERING NOC & DRIVERS.....	5480
PLASTERING OR STUCCO WORK—ON OUTSIDE OF BUILDINGS.....	5022
PLASTIC OR FILM DEALER OR RECLAIMER & DRIVERS.....	8268

*** Plastics Mfg:**

SHEETS, RODS OR TUBES	4459
Includes the mixing or grinding of molding materials. Not applicable to the nitration of cellulose.	
FABRICATED PRODUCTS NOC	4452
Applicable to the mfg. of plastic goods by such operations as machining, bending, buffing or polishing, using raw materials in the form of sheets, rods or tubes. Also applicable to the mfg. of plastic goods by a dipping process.	
MOLDED PRODUCTS NOC.....	4484
Applicable to the mfg. of plastic goods by injection or compression molding. Includes die making and all the machining, finishing, assembling and forming operations in connection with the molded products.	
PLAYING CARDS MFG	4299
Paper or cardboard mfg. to be separately rated as 4239.	
PLUMBERS' SUPPLIES DEALER & DRIVERS NPD.....	8111
No mfg. Applies to wholesale or retail dealers of gas, steam or hot water equipment.	
PLUMBERS' SUPPLIES MFG NOC.....	3188
Foundry operations to be separately rated.	
PLUMBING NOC & DRIVERS	5183
Applicable to gas, steam, hot water or other pipe fitting. Includes house connections and shop operation. Automatic sprinkler installation to be separately rated as 5188.	
POCKETBOOK MFG	2688
Applies to the mfg. of leather or fabric pocketbooks.	

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POLE, POST OR TIE YARD & DRIVERS 2960
Includes preserving operations. NPD with 8232 lumberyard or with 2702 logging or lumbering.

**POLICEMEN, SHERIFF'S OFFICERS OR CORRECTIONAL INSTITUTIONAL GUARDS—PAID—
PUBLIC & DRIVERS..... 7720**

POLICEMEN—SPECIAL, RESERVE OR AUXILIARY—VOLUNTEER—PUBLIC & DRIVERS..... 7728

Includes authorized construction, installation, alteration, maintenance or repair work upon the premises, apparatus or other equipment owned or used by the special, reserve, auxiliary unit, participating in any authorized public drill, showing exhibition, or parade and when authorized rendering of assistance in connection with events affecting the public health and safety.

The payroll for each active volunteer policeman shall be determined by applying \$1,300 per annum to each active volunteer policeman.

POLISH OR DRESSING MFG 4597
Applies to shoe, stove, harness, furniture, automobile or metal polish or dressing mfg. Can mfg. to be separately rated as 3220.

*** Pottery Mfg:**

CHINA TABLEWARE 4053
Mining, quarrying or clay digging to be separately rated.

★ **EARTHENWARE—GLAZED OR PORCELAIN—HAND MOLDED OR CAST 4062**
Mining, quarrying or clay digging to be separately rated.

PORCELAIN WARE—MECHANICAL PRESS FORMING 4062
Mining, quarrying or clay digging to be separately rated.

POULTRY OR EGG PRODUCER—SEE "AGRICULTURE OR HORTICULTURE"

POWER PLOW OR TRACTION ENGINE MFG 3507

PRE-CAST FLOOR SLAB INSTALLATION..... 5022

PRE-CAST ROOF SLAB INSTALLATION & DRIVERS 5551

PRECIOUS STONE SETTING NPD..... 3384

PRINTING 4299
Includes incidental assembling, stapling or binding of circulars, pamphlets or catalogues. Artists, designers, proofreaders, editors or clerical office employees to be separately rated as 8810 clerical; reporters, advertising or circulation solicitors to be separately rated as 8742 salesperson.

PRINTING OR BOOKBINDING MACHINE MFG 3548

PRIVATE RESIDENCE REPAIRING—MISCELLANEOUS CARPENTRY & DRIVERS 5645
Not applicable to siding or re-siding or to roofing or re-roofing specialists.

PROJECTILE OR SHELL MFG—SEE "EXPLOSIVES"

PUBLIC LIBRARY OR MUSEUM—SEE "LIBRARY" OR "MUSEUM"

PUMP MFG..... 3612
Foundry operations to be separately rated.

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QUARRY NOC & DRIVERS	1624
Includes: operation of crushers; construction, repair or maintenance of all buildings, structures or equipment; installation of machinery.	
QUILT, CUSHION OR PILLOW MFG	2501
No mattress or box spring mfg.	
RACETRACK—HORSE—JUDGES, TIMEKEEPERS, HANDICAPPERS OR THEIR ASSISTANTS.....	8720
Employees engaged in maintenance work or other manual labor including employees having any direct exposure to the horses in their maintenance, management or handling, including drivers to be separately rated as 9016 amusement park. Pari-mutuel employees to be separately rated as 8810 clerical.	
RADIATOR MFG—AUTOMOBILE NPD	3807
RADIO APPARATUS MFG OR ASSEMBLY NOC	3681
RADIO OR TELEVISION BROADCASTING STATION—ALL EMPLOYEES & DRIVERS	7610
Includes entertainers and musicians. The actual remuneration of players, entertainers or musicians shall be included in basis of premium, subject, however, to a maximum average individual payroll of \$2,640 per week.	
RADIO TELEVISION SET INSTALLATION, SERVICE OR REPAIR & DRIVERS	9519
Includes shop or outside employees, incidental parts Department employees, erection of antennae. Electrical wiring or tower erection to be separately rated.	
RADIO TUBE MFG	4112
RAG OR PAPER STOCK DEALER—USED & DRIVERS NPD	8264
Risks which also collect or handle scrap iron or steel to be rated as 8265 iron or steel scrap dealer. Laundry operations to be separately rated as 2585 laundry NOC.	
RAILROAD CONSTRUCTION BY CONTRACTOR—LAYING OR RELAYING OF TRACKS OR MAINTENANCE OF WAY—DRIVERS	7855
RAILROAD OPERATION NOC & DRIVERS	7133
All employees connected with the operation or maintenance of automobile bus lines shall be separately rated.	
The classifications for railroad construction and railroad operation do not contemplate insurance under the Federal Employers' Liability Act or voluntary compensation coverage for any operations subject to that Act. For such insurance see 3-6 of this Manual.	
RATTAN, WILLOW OR TWISTED FIBER PRODUCTS MFG	2913
Includes upholstery.	
RAZOR MFG NOC.....	3122
REAL ESTATE AGENCY—OUTSIDE EMPLOYEES & COLLECTORS.....	8742
Care, custody and maintenance or construction work to be separately rated.	
RECONDITIONING BASKETS OR CRATES & DRIVERS	8048
RECORDING TAPE OR DISK MFG	4923
Phonograph Record Mfg to be separately rated as Code 4431.	
RECYCLING—BOTTLES OR CANS—SEE "BOTTLE DEALER"	
REED OR LOOM HARNESS MFG	3516
REFRACTORY PRODUCTS—SEE "BRICK", "TILE" OR "EARTHENWARE"	

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REFRIGERATOR—INSTALLATION OR SERVICE—COMMERCIAL & DRIVER	3724
REFRIGERATOR CAR LOADING OR UNLOADING	7350F
Includes caring for freight in cars during transit. Stevedoring to be separately rated. Drivers to be separately rated as 7219 truckmen. May be used only upon specific approval of the Rating Bureau.	
REFUSE, ASHES OR GARBAGE COLLECTION & DRIVERS.....	9403
Reduction, rendering or fertilizer plants to be separately rated.	
RENDERING WORKS NOC & DRIVERS.....	4665
No garbage reduction, NPD with 4583 fertilizer mfg or with 2089 packing house.	
RENOVATING OR CLEANING BUILDING EXTERIORS—NO SANDBLASTING OR USE OF SILICEOUS MATERIALS & DRIVERS	5458
RENOVATING OR CLEANING BUILDING EXTERIORS—NOC & DRIVERS	5459
RESCUE MISSION—ALL OPERATIONS & DRIVERS	8836
RESIDENCE—PRIVATE—SEE "2:1-3 AND 3:3 OF THIS MANUAL"	
RESIDENTIAL CLEANING SERVICES BY CONTRACTOR—INSIDE.....	0917
Applicable to businesses engaged in providing residential services performed inside a customer's residence. Refer to Code 9014 for commercial cleaning services and cleaning service contractors who provide clean-up crews to prepare residential properties for future occupants. Domestic workers employed by a business, other than a business described by Code 0917, are classified to the appropriate domestic code.	
RESTAURANT (PREMIUM SHALL NOT INCLUDE BOARD, LODGING OR GRATUITIES).....	9079
Musicians, players or entertainers to be separately rated as 9156 musicians. Hotel or motel operations to be separately rated under Code 9052.	
REST HOME—SEE "CONVALESCENT OR NURSING HOME"	
REVTMENT OR DIKE CONSTRUCTION & DRIVERS.....	6005
Applies to river work only and includes all operations to completion. Pile driving to be separately rated as 6003.	
RIDING ACADEMY OR CLUB—SEE "EQUINE INDUSTRY"	
RIGGING NOC & DRIVERS	9530
ROAD CONSTRUCTION, MAINTENANCE, PAVING—SEE "STREET OR ROAD"	
ROAD OR STREET MAKING MACHINERY MFG	3507
ROCK EXCAVATION & DRIVERS.....	6217
Not tunneling or street or road construction.	
ROCK WOOL MFG.....	1699
Excavation or digging, dredging, mining or quarrying to be separately rated.	
ROLLER OR BALL BEARING MFG NPD.....	3638
ROLLING CHAIR OPERATION	9720
ROLLING MILL—IRON OR STEEL—SEE "IRON OR STEEL"	

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ROLLING MILL NOC & DRIVERS	3027
Applicable to brass, copper or other soft metals. Not copper coated steel bars. Wire drawing, steel making or iron or steel rolling to be separately rated.	
ROOFING—ALL KINDS & DRIVERS	5551
ROOFING OR BUILDING PAPER OR FELT PREPARATION—NO INSTALLATION	4283
Not applicable to asphalt or tar distillation or refining plants, which include the saturating of paper or felt as a part of their operations. Paper or felt mfg. to be separately rated.	
ROOFING SLATE MFG OR SLATE SPLITTING & DRIVERS.....	1624
Includes: quarrying; construction, repair or maintenance of all buildings, structures or equipment; installation of machinery.	
ROOMING HOUSE—SEE “HOTEL”	
ROPE, CORDAGE OR TWINE MFG NOC	2352
RUBBER GOODS MFG NOC	4410
RUBBER STAMP MFG OR ASSEMBLY	4299
Mfg of frames, backs or handles to be separately rated.	
RUBBER STOCK DEALER—USED & DRIVERS NPD.....	8264
No collecting or handling scrap iron or steel.	
RUBBER TIRE DEALER—RETAIL—DRIVERS	8387
Includes repairing, vulcanizing, the adjustment of tires to vehicles away from the premises of insured. NPD with 8392 automobile storage garages or parking station, 8396 automobile carwash, 8397 automobile repair shop garages or 8398 automobile sales or service agency.	
For list of cross-references to Code 8387, see automobile service stations-& drivers.	
RUG, CARPET OR UPHOLSTERY CLEANING—SHOP & DRIVERS	2585
Outside work to be separately rated as 9014 Building-Operations by Contractors.	
RUG OR CARPET MFG NOC.....	2402
SACK OR BAG MFG—CLOTH	2501
Applies to the mfg. of cotton, burlap or gunny bags or sacks.	
SAFE MFG OR REPAIRING	3507
SAIL MAKING.....	2576
Applies to shop operations.	
SAILING VESSELS—SEE 3:6 OF THIS MANUAL	
SALES STABLE—SEE “AGRICULTURE” OR HORTICULTURE”	
SALESPERSON—OUTSIDE	8742
Subject to the Standard Exceptions Manual Rule.	
SALVAGE OPERATION & INCIDENTAL WRECKING, SHORING OR OTHER STRUCTURAL WORK	5701
Includes the handling of machinery in damaged buildings. Drivers to be separately rated as 8204 building material yard.	

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SAMPLERS, CHECKERS, INSPECTORS OR WEIGHERS OF MERCHANDISE—NPD 8709F

Applicable only to employers whose entire operation is described by the classification. Weighers, samplers, checkers, tallymen or inspectors of merchandise in connection with any other operation shall be included with such operation. May be used only upon specific approval of the Rating Bureau.

SAND OR GRAVEL DIGGING & DRIVERS 4000

No canal, sewer or cellar excavation or underground mining. Includes: construction, repair or maintenance of all buildings, structures or equipment and the installation of machinery.

SANITARIUM—SEE "HOSPITAL"

SASH, DOOR OR ASSEMBLED MILLWORK DEALER & DRIVERS 8235

Includes incidental assembling, glazing or mfg. of special sizes. Applicable only to concerns which buy and sell finished millwork exclusively (including incidental assembling or glazing or incidental mfg. of special sizes), such as finished flooring, doors, frames, sash, screens, moldings, baseboards, stair trim, columns, paneling, cupboards, shelving or furniture such as kitchen cabinets, ironing boards, breakfast sets, window seats, mantels, wall cabinets or cases. NPD with 2802 carpentry or 8232 building material dealer.

SAUSAGE OR SAUSAGE CASING MFG 2095

NPD with 2089 packing house. No butchering or handling of livestock.

SAW MFG 3118

SAW MILL 2710

Storage and subsequent handling of processed lumber to be separately rated.

SAWDUST DEALER & DRIVERS 7380

SCAFFOLDS OR SIDEWALK BRIDGES—INSTALLATION, REPAIR OR REMOVAL & DRIVERS 9529

Not applicable to contractors who erect, repair or re- move scaffolds, concrete or cement distributing towers, sidewalk bridges or hod hoists or construction elevators as an incidental part of their construction work. Such operations, when so performed, to be included in the classification with which the work is associated.

*** School:**

PROFESSIONAL EMPLOYEES & CLERICAL 8868

NON-PROFESSIONAL EMPLOYEES & DRIVERS 9106

SCHOOL BUS OPERATOR & DRIVERS 7381

GARAGE EMPLOYEES 8385

SCOUTING COUNCIL—EXECUTIVE SECRETARIES OR CLERICAL 8868

Camp operation to be separately rated as 9015 camp operation.

SCREW MFG..... 3145

SECURITY GUARD SERVICE—SEE "PATROL AGENCY"

SEED MERCHANT 8102

Includes operation of seed sorting machinery.

SELF SERVICE LAUNDRY—SEE "LAUNDRY"

SERUM, ANTI-TOXIN OR VIRUS MFG & DRIVERS 5951

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SEWERAGE DISPOSAL PLANT OPERATION & DRIVERS	7580
SEWER CLEANING & DRIVERS	9402
SEWER CONSTRUCTION & DRIVERS.....	6306
Applies to all operations to completion. Includes tunneling at street crossings when not performed under air pressure. All other tunneling to be separately rated as 6251. Surface restoration to be separately rated.	
SEWING MACHINE MFG.....	3561
SHADE ROLLER MFG—WOOD	2841
Includes mfg. of metal parts.	
SHAFT SINKING.....	6252
Applies to all operations to completion. Includes pile driving, excavation, concrete work or lining.	
SHALE OR CLAY DIGGING & DRIVER.....	4000
No canal, sewer or cellar excavation or underground mining. Includes construction, repair and maintenance of all buildings, structures or equipment, and installation of machinery.	
SHEET METAL EXTERIOR WALL INSTALLATION—COMMERCIAL BUILDINGS & SHOP, DRIVERS	5103
Includes floor decking or roof decking. Erection of framework, roofing to be separately rated.	
SHEET METAL WORK—SHOP	3066
May be used only upon specific approval of the Rating Bureau.	
SHEET METAL WORK—SHOP AND OUTSIDE & DRIVERS NOC.....	5538
Applies to fabrication erection, installation, or repair operations. Roofing to separately rated as 5551.	
SHEET ROCK INSTALLATION—WITHIN BUILDINGS & DRIVERS	5445
Shell or Projectile Mfg—See “Explosives”	
SHERIFF’S OFFICERS, POLICEMEN OR CORRECTIONAL INSTITUTION GUARDS—PUBLIC & DRIVERS.....	7720
SHIP BUILDING—NAVAL—SEE “SHIP BUILDING”	
BOILERMAKING	3620
SHIP BUILDING: FOUNDRY—FERROUS NOC.....	3081
SHIP BUILDING: FOUNDRY—NON-FERROUS METALS NOC	3085
MACHINE SHOP (OTHER THAN MAINTENANCE MACHINE SHOP).....	3632
SHIP CHANDLER—SEE “STORE”	
SHIPWRIGHT WORK & DRIVERS.....	6872F
Includes shop or yard work, operation of dry docks or marine railways. Not applicable to operation performed on board ship by independent concerns whose operations are otherwise specifically classified in this Manual.	
SHIP REPAIR OR CONVERSION—SEE “SHIPWRIGHT WORK”	
SHIP SCALING.....	6874F
SHOE FINDINGS MFG NPD	2654
Applies to the mfg. of tongues, linings or facings.	
SHOE FORM OR LAST MFG	2790

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SHOE OR BOOT MFG NOC	2660
SHOE OR BOOT PATER MFG NPD	4282
SHOE REPAIR ESTABLISHMENT	2582
Includes shoe shining.	
SHOE SHINING ESTABLISHMENT.....	2582
SHOOTING GALLERY & DRIVERS	9180
SHUTTLE MFG	2841
SIDING INSTALLATION—ALL TYPES—RESIDENTIAL DWELLINGS NOT EXCEEDING THREE STORIES IN HEIGHT & DRIVERS	5645
Applies to specialist contractors installing all types of siding on residential dwellings. Refer to Code 5403 for the installation of siding on all other buildings or structures.	
SIDING INSTALLATION—ALL TYPES—ALL OTHER BUILDINGS OR STRUCTURES—including RESIDENTIAL DWELLINGS EXCEEDING THREE STORIES IN HEIGHT & DRIVERS.....	5403
Applies to specialist contractors installing all types of siding. Refer to Code 5645 for the installation of siding on residential dwellings not exceeding three stories in height. Sheet metal siding installed on the exterior of a steel frame structure is assigned to Code 5103.	
SIGN ERECTION OR REMOVAL & DRIVERS NPD	9554
SIGN MFG ERECTION OR REPAIR—NEON OR ELECTRIC & DRIVERS NPD.....	9555
SIGN MFG ERECTION OR REPAIR—NOC & DRIVERS.....	9556
Includes sign painting on outside of buildings.	
SIGN PAINTING OR LETTERING—HAND WORK OR SILK SCREEN PROCESS & DRIVERS NPD	9557
Includes sign painting or lettering inside buildings away from shop. May be used only upon specific approval of the Rating Bureau.	
SILICA GRINDING & DRIVERS	1741
Digging, mining or quarrying to be separately rated.	
SILK SCREEN MFG & CLERICAL, SALESMEN, DRIVERS—NPD	4353
SILK THREAD OR YARN MFG	2302
SILK THROWING AND WEAVING.....	2303
SILVERWARE MFG.....	3381
SKATE MFG.....	3146
SKATING RINK OPERATION & DRIVERS	9093
Applies to the operation of ice or roller skating rinks by owners or lessees and includes musicians and box office employees. Operation or maintenance of amusement devices to be separately rated as 9180 amusement device operation NOC.	
SLATE MILLING—SEE "STONE CUTTING OR POLISHING"	
SLATE SPLITTING OR ROOFING SLATE MFG & DRIVERS.....	1624
Includes: quarrying; construction, repair or maintenance of all buildings, structures or equipment; installation of machinery.	

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SLAUGHTERING	2081
Includes the handling of livestock, preparation of dressed meat, rendering, washing of casings, salting of hides or cooking of offal. NPD with 2089 packing house.	
SMELTING—ELECTRIC PROCESS & DRIVERS	1438
Includes the mfg. of artificial abrasives, carbon or graphite. Blast furnace operation or steel mfg. to be separately rated.	
SMELTING, SINTERING OR REFINING—METALS—NOT IRON OR LEAD—NOC & DRIVERS	1438
SMOKESTACK OR CHIMNEY LINING—NOT METAL.....	5000
SNOW REMOVAL—& DRIVERS NPD WITH 5509 STREET OR ROAD MAINTENANCE.....	9402
SOAP OR SYNTHETIC DETERGENT MFG.....	4720
Contemplates the mfg. of bar soap, granulated, powdered and sprayed soaps, soap chips and flakes, liquid soap and synthetic detergents which have characteristics and end-uses similar to soap.	
SOUND SYSTEMS INSTALLATION OR REPAIR & DRIVERS.....	7605
SOUNDPROOFING—SEE "INSULATION WORK NOC"	
SPAR OR FLINT GRINDING & DRIVERS	1741
Digging, mining or quarrying to be separately rated.	
SPIKE MFG	3132
Steel making or rolling mills to be separately rated.	
SPIRITUOUS LIQUOR BOTTLING	2131
Includes warehousing, rectifying or blending. Distilling of spirituous liquor to be separately rated as 2130 spirituous liquor distillery.	
SPIRITUOUS LIQUOR DISTILLERY.....	2130
Includes grain alcohol mfg. Warehousing, blending, rectifying or bottling to be separately rated as 2131 spirituous liquor bottling.	
SPIRIT VARNISH OR LACQUER MFG.....	4439
Includes mixing of thinners or solvents but no nitrocellulose mfg. Refer risks engaged in the mfg. of nitrocellulose to the Home Office for individual treatment.	
SPORTING GOODS MFG NOC	4902
SPRINKLER HEAD MFG	3634
Applies to automatic sprinklers.	
SPRINKLER INSTALLATION & DRIVERS	5188
Applies to automatic sprinklers intended for fire extinguishing purposes. Lawn Sprinkler Installation to be rated as Code 5183.	
STABLE—SEE "AGRICULTURE OR HORTICULTURE"	
STAFF OR PLASTER MIXING & DRIVER NPD	4036
No crushing or grinding operations.	
STAMP DEALER—SEE "STORE"	
STARCH MFG	4703
STATE EMPLOYEES NOC—SEE "MUNICIPAL"	

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STATIONERY MFG NPD	4251
Mfg. of metal rings, posts, screws, separators or fittings to be separately rated.	
STEAM OR AIR PRESSURE GAUGE MFG.....	3571
STEAM MAINS OR CONNECTIONS CONSTRUCTION & DRIVERS	6319
Includes tunneling at street crossings when not performed under air pressure. All other tunneling to be separately rated as 6251. NPD with 7570 steam heating or power co.	
STEAM PIPE OR BOILER INSULATING & DRIVERS	5184
Includes shop. Applies to the application of cork, asbestos or other non-conducting materials.	
STEAM SHOVEL, DREDGE OR CONSTRUCTION MACHINERY MFG NOC	3507
STEAMERS—SEE 3:6 OF THIS MANUAL.	

*** Steamship Line or Agency—Port Employees:**

SUPERINTENDENTS, CAPTAINS, ENGINEERS, STEWARDS, PAYCLERKS	8726F
TALLYMEN, CHECKING CLERKS OR EMPLOYEES ENGAGED IN MENDING OR REPACKING OF DAMAGED CONTAINERS	8711F
STEEL BARREL OR DRUM MFG & DRIVERS.....	3045
STEEL DRUM OR STEEL BARREL DEALER—SECONDHAND & DRIVERS	8269
Includes the reconditioning of steel drums or barrels.	
STEEL OR IRON MERCHANT & DRIVERS	8106
Not applicable to junk dealers or iron or steel scrap dealers.	
STEEL OR IRON SCRAP DEALER & DRIVERS NPD	8265
Wrecking or salvaging to be separately rated.	
STEEL MFG, FABRICATION OR ERECTION—SEE "IRON OR STEEL"	

*** Stevedoring:**

CONTAINERIZED FREIGHT & DRIVERS	7327F
Loading and unloading ships designed for freight carrying containers. No work in holds. NPD in connection with a single vessel. Over-the-road trucking operations to be separately rated as 7219. May be used only upon specific approval of the Rating Bureau.	
FREIGHT HANDLER NOC	7350F
Applies to packing, handling, or shipping merchandise on docks—including freight checkers. Stevedoring to be separately rated; drivers to be separately rated as 7219 truckmen NOC. May be used only upon specific approval of the Rating Bureau.	
STEVEDORING—NOC	7309F
Drivers to be separately rated as 7219 truckmen.	
STOCKYARD—NOT BUTCHERING—SEE "AGRICULTURE OR HORTICULTURE"	
STOCKYARD & BUTCHERING	2081
Includes preparation of dressed meat, rendering, washing of casings, salting of hides or cooking of offal. NPD with 2089 packing house.	

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STONE OR BRICK PAVER INSTALLATION—OUTSIDE & DRIVERS	5200
STONE CRUSHING & DRIVERS NPD	1710
No quarrying. Includes: construction, repair or maintenance of all buildings, structures or equipment and the installation of machinery.	
STONE CUTTING OR POLISHING NOC & DRIVERS	1814
Quarrying or mining to be separately rated. Stone cutting in quarries shall be rated as 1624 quarry.	
STORAGE BATTERY SERVICE STATION & DRIVERS	8387
NPD with 8392 automobile storage garages or parking station, 8396 automobile car wash, 8397 automobile repair shop or garage or 8398 automobile sales or service agency.	
For list of cross-references to Code 8387, see automobile service station—& drivers.	
STORAGE WAREHOUSE—COLD	8291
STORAGE WAREHOUSE—FURNITURE & DRIVERS	8293
Includes packing or handling household goods away from insured's premises.	
STORAGE WAREHOUSE NOC	8292
Applies to the storage of non-owned goods, for periods of time, at a fee. Storage of owned merchandise to be separately rated under the appropriate "Store, Dealer" or "Merchant" classification. Drivers to be separately rated as 7219 truckmen.	

*** Store:**

Cashiers. Cashiers in retail stores shall be assigned to the governing class for the store in which they work.

Concessions. An Independent Concession in a store shall be classified and rated in accordance with the operations of the concession as though it were a separate store.

AUTOMOBILE ACCESSORIES—RETAIL—NOC.....	8046

AUTOMOBILE SALES OR SERVICE AGENCY ACCESSORY OR SPARE PARTS STORE.....	8010

Applicable only if the store is at a separate location which is conducted as a separate enterprise without interchange of labor.

BOARDWALK RUG AUCTIONEERS	8017

CLOTHING, WEARING APPAREL OR DRY GOODS—RETAIL.....	8008

CLOTHING, WEARING APPAREL OR DRY GOODS—WHOLESALE	8032

COFFEE, TEA OR SPICE—RETAIL & DRIVERS	8006

DAIRY PRODUCTS—RETAIL & DRIVERS.....	8006

DELICATESSEN—RETAIL & DRIVERS	8006

No selling of uncooked fresh meats.

DEPARTMENT—RETAIL	8039

Includes the installation of house furnishings and applies to risks in which the following conditions obtain:

1. The payroll subject to this classification shall be at least \$400,000 per annum.
2. (a) The merchandise handled shall include in all cases Wearing Apparel, Linens/Domestics, House Furnishings (other than furniture) and any two or more of the following:
(b) Cosmetics Furniture Giftware Hardware Jewelry Luggage Sporting Goods Stationery/Greeting Cards Toys

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*** Store continued:**

3. The combined annual sales of items described in 2 (a) above must exceed 50% of the total annual sales.

Stores which qualify under item 2 above as department stores because of the classes of goods handled but which do not qualify under items 1 and 3 shall be rated as 8017 Store— Retail—NOC.

DRUG—RETAIL & CLERICAL SALESMEN, DRIVERS	8045
DRUG—WHOLESALE.....	8047
DRY GOODS—RETAIL.....	8008
DRY GOODS—WHOLESALE.....	8032
FISH, MEAT OR POULTRY DEALER—WHOLESALE	8021
NPD with 2089 packing house.	
FISH, MEAT OR POULTRY—RETAIL & SALESMEN, DRIVERS.....	8031
FLORIST & DRIVERS	8001
Includes service away from store premises. Cultivating or gardening to be separately rated.	
FROZEN OR FROSTED FOOD—RETAIL & DRIVERS	8006
FRUIT OR VEGETABLE—RETAIL & DRIVERS	8006
No handling of fresh meats.	
FRUIT OR VEGETABLE DEALER DEALER—WHOLESALE & BUYERS, SALESMEN, DRIVERS	8048
FURNITURE & DRIVERS.....	8044
Applies to wholesale or retail stores and includes installation of house furnishings.	
GROCERY—RETAIL & DRIVERS.....	8006
No handling of fresh meats.	
GROCERY—WHOLESALE	8034
HARDWARE	8010
HEARING AID	8013
Applies to wholesale or retail stores.	
HIDE OR LEATHER DEALER.....	8105
HOME OUTFITTERS OF HOUSEHOLD FURNISHINGS SPECIALIST—RETAIL & CLERICAL, SALESMEN, DRIVERS.....	8051
Applies to house-to-house collection of installment payments and sale of clothing, bedding and linens, including incidental jewelry, furniture and appliances but shall not apply if the principal business is the sale of furniture, stoves, ranges, refrigerators, radios and television sets.	
JEWELRY.....	8013
Applies to wholesale or retail stores.	
LEATHER OR HIDE DEALER.....	8105

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*** Store continued:**

MAIL ORDER HOUSE:

Operations other than mfg. or retail store shall be assigned to the classification that would be used for a wholesale store dealing in the commodities handled.

MEAT, FISH OR POULTRY DEALER—WHOLESALE 8021
NPD with 2089 packing house.

MEAT, FISH OR POULTRY—RETAIL & SALESMEN, DRIVERS.....8031

MEAT, GROCERY AND PROVISION (COMBINED) - RETAIL—NOC & SALESMEN, DRIVERS 8033
Applies to a store where the insured's books of accounts show that the cost of fresh and cured meats, poultry or fish did not exceed 65% of the total cost of all merchandise purchased during the policy period. Where the insured cannot satisfactorily establish that the cost of fresh and cured meats, poultry or fish constituted less than 65% of the total cost of all merchandise purchased during the policy period the store shall be assigned to 8031 meat, fish or poultry—retail. It is to be emphasized that cost and not sales govern the application of this classification.

PET SHOP—RETAIL INCLUDES ANIMAL GROOMING 8017

PIANO, RADIO OR TELEVISION & DRIVERS 8053
Applies to wholesale or retail store. Stores which also handle refrigerators, stoves or washing machines shall be assigned to 8054 refrigerator, stove or washing machine store.

RADIO, PIANO OR TELEVISION & DRIVERS 8053
Applies to wholesale or retail store. Stores which also handle refrigerators, stoves or washing machines shall be assigned to 8054 refrigerator, stove or washing machine store.

RADIO OR TELEVISION PARTS AND ACCESSORIES.....8010
Applies to wholesale or retail stores.

REFRIGERATOR, STOVE OR WASHING MACHINE & DRIVERS 8054
Applies to wholesale or retail store and includes pianos, radios or television when handled in addition to any of the items listed.

RETAIL NOC 8017

SHIP CHANDLER.....8010
No mfg. operations.

SHOE RETAIL.....8008

SHOE—WHOLESALE.....8032

STAMP DEALER & CLERICAL.....8810

STOVE, REFRIGERATOR OR WASHING MACHINE & DRIVERS 8054
Applies to wholesale or retail store and includes pianos, radios or televisions when handled in addition to any of the items listed.

SUPERMARKET—SEE "STORE"; "MEAT"

TELEVISION, PIANO OR RADIO & DRIVERS 8053
Applies to wholesale or retail store. Stores which also handle refrigerators, stoves or washing machines shall be assigned to 8054 refrigerator, stove or washing machine store.

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*** Store continued:**

TELEVISION OR RADIO PARTS AND ACCESSORIES.....	8010
Applies to wholesale or retail store.	
VEGETABLE OR FRUIT—RETAIL & DRIVERS	8006
No handling fresh meats.	
VEGETABLE OR FRUIT DEALER—WHOLESALE & BUYERS, SALESMEN, DRIVERS.....	8048
WASHING MACHINE, STOVE OR REFRIGERATOR & DRIVERS	8054
Applies to wholesale or retail store and includes pianos, radios or televisions when handled in addition to any of the items listed.	
WHOLESALE NOC	8018
STORM WINDOW, STORM DOOR MFG—METAL	
Installation to be separately rated as Code 5645 Storm Windows or Storm Doors 3062.	
STORM WINDOWS OR STORM DOORS—WOOD OR METAL—INSTALLATION ON PRIVATE RESIDENCE & DRIVERS	5645
STOVE HEATERS OR RANGES—NOT ELECTRIC—INSTALLATION OR SERVICE-DOMESTIC & DRIVERS.....	5183
STOVE MFG.....	3169
STREET CLEANING & DRIVERS.....	9402
STREET OR ROAD CONSTRUCTION & DRIVERS.....	6042
Applies to jobs involving the preparation of the right-of-way (such as clearing, earth moving, placing of overload or grading) as well as jobs involving the construction of the actual road. Also applicable to the installation of pipe drainage systems when performed as an incident to the above described jobs.	
Wrecking, tunneling, pile driving, installation of sand core drains, bridge building where clearance is more than 10 feet at any point or the entire distance between terminal abutments exceeds 20 feet, quarrying or stone crushing to be separately rated.	
STREET OR ROAD MAINTENANCE—MUNICIPAL-COUNTY OR STATE DEPARTMENTS & DRIVERS.....	5509
Includes oiling, patching or scraping of roads, weed cutting, snow removal, center stripe or marker painting. Street or road construction to be separately rated as 6042.	
STREET OR ROAD MAKING MACHINERY MFG	3507
STREET OR ROAD OILING OR MAINTENANCE, DRIVERS—NPD WITH 6042 STREET OR ROAD CONSTRUCTION.	5500
STREET OR ROAD PAVING, SURFACING OR RESURFACING, DRIVERS—NPD WITH 6042 STREET OR ROAD CONSTRUCTION	5500
Not applicable to jobs on which the contractor also constructs the base foundation of the roadway, widens or relocates the roadbed, or lays concrete roads or concrete pavements. Jobs which involve the foregoing operations as well as paving shall be classified as 6042 street or road construction.	
STREET OR ROAD—ROCK EXCAVATION—SEE "STREET OR ROAD CONSTRUCTION"	
STUCCO OR PLASTERING WORK—ON OUTSIDE OF BUILDINGS	5022
SUGAR MANUFACTURING OR REFINING FROM SUGAR CANE OR SUGAR BEETS.....	6504
Includes the manufacturing or blending of molasses or syrup refining and honey processing.	

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SULPHUR REPINING:

Refer risks of this character to the Home Office for individual treatment.

SUPPLY BOATS—SEE 3:6 OF THIS MANUAL

SURGICAL OR PHARMACEUTICAL GOODS MFG NOC 4693

SURVEYOR NPD 8601

Applies to land surveying. Not engaged in actual construction. May be used only upon specific approval of the Rating Bureau.

SUSPENDER MFG 2501

Buckle, webbing or leather parts mfg. to be separately rated.

SWIMMING POOL CONSTRUCTION—NOT IRON OR STEEL & DRIVERS 5223

Code 5213 concrete construction NOC shall not be assigned at the same job or location to which Code 5223 applies.

Excavation to be separately rated as 6217 excavation NOC. Construction of iron or steel pools to be separately rated as 5069 iron or steel erection.

Maintenance work to be separately rated as 9014 buildings - operation, provided the operations described by Codes 5223 and 9014 are conducted by separate crews with no inter change of labor and separate payroll records are maintained.

SYNTHETIC RESIN MFG NOC—NPD 4598

Applicable to the mfg. of friable synthetic resins for use in coating and printing ink mfg. It is not applicable to the mfg. of durable substances capable of conversion into sheets, rods, tubing and molded products which can be machined.

TACK MFG 3270

TAILOR OR VALET SHOP 2582

Includes pressing, spot cleaning, repairing or altering of garments.

TAILORING OR DRESSMAKING—CUSTOM EXCLUSIVELY NPD.....2503

TALC MILL & DRIVERS 1747

Digging, mining or quarrying to be separately rated.

TALLYMEN—STEAMSHIP LINE—SEE "STEAMSHIP LINE OR AGENCY"

TANK BUILDING—METAL—SHOP.....3620

TANK ERECTION OR REPAIR—METAL—WITHIN BUILDINGS EXCLUSIVELY 3726

Includes the construction or repair of foundations.

TANNING.....2623

TAR—SEE "ASPHALT OR TAR"

TAXICAB COMPANY & DRIVERS 7370

The actual remuneration of all taxicab drivers shall be included in computing the premium for the risk. Where, however, the owner of taxicabs leases or rents such vehicles the premium charged the owner shall be determined on the basis of \$36,700 per vehicle per policy year. The payroll amount is in consideration of gratuities, downtime, vacation time, or for other periods during which the vehicle is not in operation. The amount shall be prorated only where a vehicle is owned by the insured for a portion of the policy period.

GARAGE EMPLOYEES 8385

TAXIDERMIST.....9600

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TEA, COFFEE OR GROCERY DEALER—RETAIL & DRIVERS	8753
Applicable to house-to-house sale of coffee, tea or groceries and includes incidental stores or warehouses.	
TELEPHONE OR TELEGRAPH APPARATUS MFG	3681
TELEPHONE OR TELEGRAPH CO—OFFICE OR EXCHANGE EMPLOYEES & CLERICAL.....	8901
TELEPHONE INSTALLATION—CONTRACTORS—SEE “INTERCOMMUNICATIONS SYSTEMS INSTALLATION”	
TELEPHONE OR TELEGRAPH CO & DRIVERS.....	7600
Includes operation, maintenance, extension of lines and making or service connection.	
TELEPHONE, TELEGRAPH OR FIRE ALARM LINE CONSTRUCTION & DRIVERS.....	7601
NPD with 7600 telephone or telegraph company.	
TELEVISION OR CATHODE RAY TUBE MFG.....	4115
TELEVISION OR RADIO BROADCASTING STATION—ALL EMPLOYEES & DRIVERS	7610
Includes entertainers and musicians. The actual remuneration of players, entertainers or musicians shall be included in basis of premium, subject, however, to a maximum average individual payroll of \$2,640 per week.	
TELEVISION OR RADIO SET INSTALLATION SERVICE OR REPAIR & DRIVERS.....	9519
Includes shop or outside employees, incidental parts department employees, erection of antennae. Electrical wiring or tower erection to be separately rated.	
TELEVISION, RADIO, TELEPHONE OR TELECOMMUNICATIONS DEVICE MFG NOC	3681
TENT OR AWNING ERECTION—& SHOP OPERATION, DRIVERS.....	9538
TENT OR AWNING MFG—SHOP	2576
No erection.	
TEXTILE OR LEATHER FINISHERS, SOFTENERS OR SIZES MFG—OIL BASE	4707
NPD with 4720 soap or soap powder mfg. and 4712 grease or oil mixing or blending.	
TEXTILE PIECE GOODS FINISHING—COTTON BLEACHERY & DRIVERS	2418
TEXTILE PIECE GOODS FINISHING NOC & DRIVERS.....	2420
TEXTILE PRINTING—HAND WORK ONLY	0700
THEATER NOC PLAYERS, ENTERTAINERS OR MUSICIANS	9156
The actual remuneration of directors, players, entertainers or musicians shall be included in the basis of premium, subject, however, to a maximum average individual payroll of \$2,640 per week.	
THEATER NOC	9154
Includes managers, stage hands, box office employees, ushers or motion picture operators.	
THERMOMETER MFG	3685
THREAD OR YARN DYEING OR FINISHING NPD.....	2416
No thread or yarn mfg.	
THREAD OR YARN MFG—SILK.....	2302
TIE, POST OR POLE YARD & DRIVERS	2960
Includes preserving operations. NPD with 8232 lumberyard or with 2702 logging or lumbering.	

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TILE OR EARTHENWARE MFG NOC & DRIVERS	4023
Includes the mfr. of roof, drainage or fireproofing tile, wall copings, flue linings, conduits, retorts, sewer or drain pipe or similar products. Mining, quarrying or clay digging to be separately rated.	
TIMBER CUTTING AND REMOVAL & DRIVERS	2702
Includes incidental brush cutting and removal. Brush cutting and removal only shall be rated under code 6217. Applicable only in connection with Dam or Lock Construction.	
TINNING OR GALVANIZING—NOT ELECTROLYTIC NPD	3373
TOBACCO MFG NOC	2173
Can mfg. to be separately rated as 3220.	
TOILET OR TOWEL SUPPLY CO & ROUTE SUPERVISORS, DRIVERS	2587
No laundry operations. ³	

*** Tool Mfg—Drop or Machine Forged:**

FORGING	3110
Includes Trimming	
MACHINING OR FINISHING OF TOOLS OR DIE MAKING	3114
TOOL MFG—NOT DROP OR MACHINE FORGED—NOC	3113
TOWEL OR TOILET SUPPLY CO & ROUTE SUPERVISOR, DRIVERS.....	2587
No laundry operations.	
TOWNSHIP EMPLOYEE NOC—SEE “MUNICIPAL”	
TRACTION ENGINE OR POWER PLOW MFG.....	3507
TREE PRUNING, SPRAYING, REPAIRING, TRIMMING OR FUMIGATING & DRIVERS	0106
TRUCK BODY MFG OR REPAIR NOC	3815
Applies to the manufacture or repair of truck, trailer or bus bodies. Includes painting.	

*** Truckmen:**

Truckmen engaged in hauling under contract, whether for one or more individuals or concerns, shall under no circumstances be classified and rated except in accordance with the appropriate TRUCKMEN classification.

Each classification includes miscellaneous employees such as terminal employees, garagemen, and repairmen.

AUTOMOBILE DELIVERY—HAULAWAY & DRIVERS.....	7219
Includes miscellaneous employers such as terminal employees, garagemen, and repair men. Automobile Delivery—Driveaway to be separately rated as 7380.	
HAULING EXPLOSIVES OR AMMUNITION—& DRIVERS.....	7219
HAULING LIQUID OR LIQUEFIED PRODUCTS IN TANK TRUCK & DRIVERS.....	7196
Includes miscellaneous employees such as terminal employees, garagemen, blacksmiths and repairmen.	
PARCEL OR PACKAGE DELIVERY & DRIVERS	7230
Applies to risks engaged exclusively in delivery from retail stores under term contracts. May be used only upon specific approval of the Rating Bureau.	

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TRUCKMEN NOC & DRIVERS.....	7219
Storage warehouse employees to be separately rated.	
TUBE MFG—SEE "PIPE OR TUBE"	
TUBE OR CONTAINER MFG—CARDBOARD OR PAPER—SPIRAL OR CONVOLUTE WOUND	4245
With or without metal or cardboard ends.	
TUGBOATS—SEE 3:6 OF THIS MANUAL	
TUNNEL (VEHICULAR)—SEE "VEHICULAR"	
TUNNELING—NOT PNEUMATIC.....	6251
Includes lining. Subway construction to be separately rated.	
VEHICULAR TUNNEL OR BRIDGE OPERATION & DRIVERS.....	7720
Applies to toll or free bridges or tunnels. Includes approaches or maintenance. Structural alterations or repairs or the painting of the bridge or tunnel structure to be separately rated. Ticket sellers or ticket or toll collectors having no other duties in the connection with the operation or maintenance of the bridge or tunnel to be separately rated as 9410 municipal, township, county or state employees NOC.	
TWINE, CORDAGE OR ROPE MFG NOC.....	2352
TYPE FOUNDRY.....	3336
TYPEWRITER RIBBON OR CARBON PAPER MFG.....	2383
Paper mfg. to be separately rated as 4239.	
UMBRELLA MFG	2501
Mfg. of frames, handles or hardware to be separately rated.	
UNDERPINNING BUILDINGS OR STRUCTURES & DRIVERS	5703
Includes incidental shoring, removal or rebuilding of walls, foundations, columns or piers.	
UNDERTAKER & DRIVERS.....	9620
UNMANNED AIRCRAFT SYSTEM OR DRONE AIRCRAFT MFG, SERVICE OR REPAIR—Aircraft weighing less than 55 pounds	3685, 3830
UNMANNED AIRCRAFT SYSTEM OR DRONE AIRCRAFT OPERATIONS—Aircraft weighing less than 55 pounds.....	8720
The piloting of aircraft weighing 55 pounds or more is to be assigned to the appropriate aviation classification.	
UPHOLSTERING NPD	9522
NPD restriction does not apply in connection with coffin or casket mfg., automobile body mfg. or furniture mfg.	
UPHOLSTERY, CARPET OR RUG CLEANING—SHOP & DRIVERS	2585
Outside work to be separately rated as 9014 Building—Operations by Contractors.	
VALVE MFG.....	3634
Foundry operations to be separately rated.	
VARNISH MFG—OLEO-RESINOUS	4561
Mfg. of solvents, spirit varnishes, lacquers or dopes to be separately rated.	
VARNISH MFG—SPIRIT—SEE "LACQUER OR SPIRIT VARNISH MFG"	
VEGETABLE FARM—SEE "AGRICULTURE OR HORTICULTURE"	

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VEGETABLE OIL MFG—SEE "OIL MFG—VEGETABLE"

VENDING OR COIN OPERATED MACHINE INSTALLATION, SERVICE OR REPAIR & SALESMEN, DRIVERS.....5192
Includes storage, shop and outside operations.

VENDING OR COIN OPERATED MACHINE MFG NOC 3649
Applicable only to risks engaged in the mfg. of electrical or electronic vending or coin operated machines.

VENEER PRODUCTS MFG—NO VENEER MFG.....2916

VENETIAN BLIND ASSEMBLY NPD.....2881
Applies to assembly from mfd. parts. Includes finishing.

VESSEL—SEE 3:6 OF THIS MANUAL

VINEYARD—SEE "AGRICULTURAL OR HORTICULTURE"

VIRUS, ANTI-TOXIN OR SERUM MFG & DRIVERS 5951

VISITING HOMEMAKER—SEE "HOMEMAKER SERVICE"

WALLBOARD—INSTALLATION —WITHIN BUILDINGS & DRIVERS 5445

WALL COVERING OR METAL CEILING INSTALLATION & SHOP, DRIVERS.....5538

WALLPAPER MFG.....4301
Includes designing, printing or finishing. Paper mfg. to be separately rated as 4239.

WAREHOUSING—COLD STORAGE 8291

WAREHOUSING—FURNITURE & DRIVERS 8293
Includes packing or handling household goods away from insured's premises.

WAREHOUSING NOC 8292
Applies to general merchandise. Drivers to be separately rated as 7219 truckmen.
Applies to the storage of non-owned goods, for periods of time, at a fee. Storage of owned merchandise to be separately rated under the appropriate "Store, Dealer" or "Merchant" classification.

WATCH CASE MFG 3381

WATCH MFG 3385
Watch case mfg. to be separately rated as 3381.

WATCHGUARDS—CONSTRUCTION.....5610
Not applicable to the payroll for watchguards except when the payroll for watchguards, timekeepers, and cleaners is more than all other payroll of the insured that is subject to construction classifications at the same job or location.

WATER MAIN OR CONNECTION CONSTRUCTION & DRIVERS.....6319
Includes tunneling at street crossings when not per formed under air pressure. NPD with 7520 waterworks operation. All other tunneling to be separately rated.

WATER METER MFG.....3634

WATER SOFTENER—NOT ELECTRIC—INSTALLATION OR SERVICE—DOMESTIC & DRIVERS 5183

WATERPROOFING & DRIVERS.....5466
Not roofing or subaqueous work. Concrete work to be separately rated.

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WATERWORKS OPERATION & DRIVERS	7520
Includes store employees, meter readers. Construction of aqueducts, buildings, dams or reservoirs to be separately rated.	
WEATHER STRIPPING	5437
WEBBING MFG	2380
WEIGHERS, SAMPLERS, CHECKERS OR INSPECTORS OF MERCHANDISE NPD	8709F
Applicable only to employers whose entire operation is described by the classification. Weighers, samplers, checkers, tallymen or inspectors of merchandise in connection with any other operation shall be included with such operation. May be used only upon specific approval of the Rating Bureau.	
WELDING OR CUTTING NOC & DRIVERS	3365
Applies to both shop or outside work and includes incidental machining operations connected therewith. NPD except that welding in connection with the following work shall be separately rated:	
(a) Welding or cutting in connection with demolition jobs—rate as 5701 wrecking.	
(b) Welding or cutting in connection with oil or gas or pipe line construction—rate as 6233 oil or gas pipe line construction.	
(c) Welding in connection with the erection of iron or steel frame structures or bridges—rate under proper iron or steel erection classification.	
WELFARE BOARD—COUNTY & CLERICAL, SALESMEN, DRIVERS	9421
Operation of a hospital to be separately rated as 9045; nursing home as 8829.	
WHIP MFG	4902
WHITING MFG NPD	5954
WILLOW, RATTAN OR TWISTED FIBER PRODUCTS MFG	2913
Includes upholstery.	
WINDOW CLEANING & DRIVERS	9170
Operations 2 stories or less from ground level, involving no mechanical or protective devices, to be separately rated under code 9014.	
WINDOW DRESSING	9521
WINDOW SHADE OR ROLLER MFG	2852
NPD with 2841 shade roller mfg. wire drawing or woodworking operations to be separately rated.	
WINERY	2143
Applies to all operations including bottling. Distilling to be separately rated as 2130 spirituous liquor distillery.	
WIPING CLOTH DEALER—SEE "PAPER STOCK OR RAG DEALER"	
WIRE CLOTH MFG	3255
Wire drawing to be separately rated as 1924 or 3241.	
WIRE DRAWING—IRON OR STEEL	3241
Includes wire rope or cable mfg.	
WIRE DRAWING OR CABLE MFG—NOT IRON OR STEEL	1924
WIRE GOODS MFG NOC	3257
Wire drawing to be separately rated as 1924 or 3241.	

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WIRE INSULATING OR COVERING.....	4470
Includes incidental wire stranding. Wire drawing to be separately rated as 1924 or 3241.	
WIRE MATTRESS OR BED SPRING MFG.....	3300
WOOD PRESERVING & DRIVERS	2960
Includes yard or incidental wood working operations.	
WOOD TURNED PRODUCTS MFG NOC	2841
WOODENWARE MFG NOC.....	2841
WOOL FINISHING—SEE “TEXTILE PIECE GOODS FINISHING”	
WOOL MERCHANT & DRIVERS	8103
Includes warehouse.	
WOOL PULLING	2623
WOOL SPINNING AND WEAVING	2286

* Wrecking:

BUILDING OR STRUCTURES—NOT MARINE.....	5701
Includes incidental salvage work at site or wrecking. Drivers to be separately rated as 8204 building material yard.	
MARINE & SALVAGE OPERATIONS—SEE 3:6 OF THIS MANUAL	
YACHTS—SEE 3:6 OF THIS MANUAL	
YARN OR THREAD DYEING OR FINISHING NPD	2416
No yarn or thread mfg.	
YARN OR THREAD MFG—SILK	2302
YMCA, YWCA, YMHA OR YWHA, INSTITUTION—CLERICAL.....	9063
Includes teachers and instructors. Camp operation to be separately rated as 9015. This classification is applicable to amateur, youth, or recreational sports in which the athletes are generally not paid. It is assigned to coaches, managers, trainers, equipment managers, and sports officials. For professional and semi-professional sports, refer to Code 9178 or Code 9179.	