

**INVITATION FOR BID**

**NEW YORK STATE  
WORKERS' COMPENSATION BOARD  
ON BEHALF OF THE  
ELITE CONTRACTORS TRUST OF NEW YORK MEMBERS**

**Assumption of Liability Policy**

**Bid Due Date: 1/15/14  
@ 2:00pm**

**Bid Delivery Location and  
Additional Information:**

**Karen Meyer  
New York State  
Workers' Compensation Board  
328 State Street  
Schenectady, NY 12305**

**INFORMATION FOR BID**

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WORKERS' COMPENSATION BOARD  
ON BEHALF OF THE  
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**Assumption of Liability Policy  
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## I. INTRODUCTION

### A. Background

The New York State Workers' Compensation Board (Board) protects the rights of employees and employers by ensuring the proper delivery of benefits to those who are injured or ill, and by promoting compliance with the law. Workers' compensation benefits provide weekly cash payments and the cost of full medical treatment, including rehabilitation, for covered employees who become disabled as a result of a disease or injury connected with their employment. Benefits may also be paid to qualified dependents of a worker who died as a result of a compensable injury or illness.

New York State employers are required to provide coverage for these benefits to their employees. The Workers' Compensation Law (WCL) states that employers may provide this coverage in one of the following ways: (1) by insuring and keeping insured the payment of such compensation from the State Insurance Fund; (2) by insuring and keeping insured the payment of such compensation with any insurance carrier authorized to transact such business in New York State; or (3) by becoming self-insured.

Joining a self-insured group trust (Group) is an alternative to carrier or State Fund coverage for employers who may not be able to self-insure on an individual basis. Currently there are only a limited number of Groups still active and accepting new members. A 2010 law mandated that Groups that do not meet strict financial criteria become inactive effective December 31, 2011. Notwithstanding their inactive status, these Groups remain liable for the workers' compensation claims that accrued prior to their inactive status and they must continue to demonstrate the financial strength to self-insure the benefits required under the WCL.

The WCL requires the uninterrupted flow of benefit payments to injured employees regardless of the insolvency of a self-insurer. Groups that fail to maintain appropriate funding levels may be deemed insolvent by the Board's Office of Self Insurance. In such event the Board assumes the administration of the Group's assets and liabilities, and all accrued workers' compensation claims of the Group are transferred to the Board's contracted third party administrator (TPA) to run off the remainder of their liabilities. As of the date of the issuance of this Invitation for Bid (IFB), the Board has assumed the administration of 25 Groups.

Part R of Chapter 56 of the Laws of 2010 allows self-insurers to execute an *Assumption of Workers' Compensation Liability Policy (ALP)*. The intent of ALPs is to allow a self-insurer to satisfy its long term claims liabilities by transferring that liability to a licensed carrier protected by the Workers' Compensation guaranty fund. In accordance with the legislation, the policy must be issued for a single complete premium paid in advance and in an amount deemed acceptable by the Chair of the Board and the Superintendent of the Department of Financial Services (DFS). The policy must be issued on the standard prescribed assumption of liability form which has the following requirements:

- transfers all "risk" without recourse
- non-cancelable
- unlimited statutory coverage
- the acceptance of the assignment of workers' compensation employer liability excess loss insurance agreements

**B. Purpose**

The Board desires on behalf of the Elite Contractors Trust of New York (ELITE) members to execute an ALP transaction (or transactions) which transfers to a workers’ compensation insurance carrier all workers’ compensation claims liabilities including all outstanding and incurred but not reported claims and known and unknown obligations of the Groups currently being administered by the Board.

**C. Claims Information**

The liabilities to be transferred as part of this bid are the liabilities of the following Group(s): the **Elite Contractors Trust of New York** (the Trust) was a Group established in **1999**. Its **2,655** member employers were **contractors/services to contractors** in the State of New York. The Trust had the ability to offer workers' compensation insurance for employees of its members and it ceased to provide coverage after **7/16/08**. The Trust is not responsible for any claims obligations incurred by its members prior to entering or subsequent to exiting the Trust.

At the present time there are approximately 177 open claims.

The following is a breakdown of the claims:

Total number of open indemnity cases:	177
Total number of open medical only cases:	0
Total number of open employer liability cases:	0
The number of continuing payment cases (bi-weekly indemnity):	100
The number of closed cases:	5,263
The number of cases receiving Section 15-8 reimbursement:	24
The number of cases where total incurred is in excess of SIR:	25

The average monthly claims expenses for the last twelve months are approximately:

	<b>GROSS</b>	<b>NET</b>
<b>Indemnity Payments</b>	<b>\$ 304,389</b>	<b>\$ 143,137</b>
<b>Medical Payments</b>	<b>\$ 99,814</b>	<b>\$ 41,453</b>
<b>Allocated Expenses</b>	<b>\$ 66,202</b>	<b>\$ 63,900</b>

Loss runs, an updated actuarial report, a summary of excess retention and specific and aggregate policies and access to claims files will be supplied once the intent to bid and non-disclosure agreement (Appendix A) has been filed with the Board.

**D. Definitions**

The term “Bidder” in the IFB shall mean those companies or individuals who respond to the Board’s request for solutions to its present needs.

The term “Carrier” in this IFB shall mean the selected Bidder whose name and principal address appear on the proposal and signature page.

## **E. Claims Files/Data**

All of the claims files are currently maintained by the Board's TPAs. The current TPAs utilize a computerized system for claims information. The Carrier must incur the cost for all manual or electronic data conversion. Once the bid is awarded, arrangements will be made with the Carrier to have all relevant case materials in paper and electronic format transferred over to the Carrier from the TPA to the Carrier's TPA, if applicable.

## **II. BIDDER QUALIFICATIONS**

To be eligible to bid on this contract, a contractor must meet the following mandatory requirements:

- 1) The State Insurance Fund or an insurance company licensed to write workers' compensation coverage in New York State rated "A minus" or better by A.M. Best for the prior three years; and
- 2) Has been writing direct workers' compensation business (primary and/or excess) in New York State (as shown in the Annual Statement, Statutory Page 14 for New York, line 16 and line 17.3) for the past three years; and
- 3) Has an RBC ratio of 200% or higher in the year prior to the release of this IFB. The RBC ratio is computed as the ratio of line 28 divided by line 29 as shown in the Annual Statement, Five-Year Historical Data; and
- 4) The sum of: i) the Bidder's net booked L&LAE reserves, as shown in the Annual Statement, Page 3, line 1 plus line 3; and ii) the Total Liability from the most recent audited financial statement of the Trust(s) is not more than 300% of the Bidder's surplus as of the most recent year end, as reflected in the Annual Statement, Page 3, line 37. In the event the Bidder does not meet this criteria, surplus as of the most recent year end may be increased through an additional capital contribution by the Bidder's parent company to meet this criteria prior to the execution of this ALP; and
- 5) Execute a non-disclosure agreement approved by the Board prior to being provided access to the relevant claims material and data. A copy of this agreement is attached hereto as Appendix A.

## **III. BIDDER REQUIREMENTS**

The Bidder must submit a quote in the form set forth in Appendix E. All quotes must have an expiration date of greater than 90 days from submission date.

The Bidder must submit the following pages of the most recent Annual Statement submitted to the New York State Department of Financial Services: i) Statutory Page 14 for New York; ii) Page 3; and iii) Page 17 - Five Year Historical Data. A blank copy of these pages is included as Appendix F.

Upon acceptance of the bid and terms by the Board, the winning Bidder must submit the appropriate form and rate filing as required by the DFS via SERFF for their approval. Information regarding the SERFF filing process can be found on the DFS website.

Upon receipt of approval to execute the contemplated ALP by the DFS and the Board, the Bidder will submit a draft executed ALP Policy Form & accompanying Policy Information page located in Appendices B & C to the Board for their review and request payment. Simultaneous to the receipt of payment by the Bidder, a fully executed policy will be provided to the Board.

Within 30 days of receipt of the executed policy, the Carrier will perform reconciliation with the Board's TPA in order to reimburse the Board for payments made by the Board between the quote date and the date of execution of the ALP.

#### **IV. SCOPE OF SERVICES TO BE PROVIDED**

The terms and conditions of the ALP are contained in the ALP policy materials attached hereto as Appendices B, C & D. All the terms and conditions of this IFB must be strictly complied with and only minor variations with respect to the style of Appendices B, C and D will be allowed. The Bidder must certify to the DFS that the language contained in the submitted Appendices B, C and D does not materially vary from the language contained in Appendices B, C & D attached hereto.

The Carrier agrees to all the terms and conditions as stated in the executed policy. No modifications, endorsements or riders are allowed other than those set forth in Appendices B, C and D.

#### **V. ADMINISTRATIVE SPECIFICATIONS**

##### **A. Issuing Office**

The Board's representative, Karen Meyer, is the sole point of contact at the Board for matters related to this IFB. All bids responding to this IFB must be submitted to:

Karen Meyer  
Office of Self Insurance  
New York State Workers' Compensation Board  
328 State Street – 3<sup>rd</sup> Floor  
Schenectady, NY 12305

##### **B. Response Date**

Bids may be submitted in response to this IFB until 2:00pm on **1/15/14**. **Faxed or Emailed bids will not be accepted. Late and incomplete bids will not be considered.**

### C. Tentative Timetable

The Board reserves the right, in its sole discretion, to modify any event, time, or date in the IFB Calendar. The Board will notify all Bidders of any changes to the IFB Calendar.

	Event	Day	Date	Time
1	Release of IFB	Monday	11/18/13	2:00 PM (EST)
2	WCB releases all detailed trust data and permits access to TPA and claims upon receipt of Non-Disclosure Agreement and receipt of Intent to Bid via email	ASAP	ASAP	
3	Written Questions Due From Bidders	Monday	12/02/13	2:00PM (EST)
4	Official Response to Bidders' Questions Due	Friday	12/06/13	2:00 PM (EST)
5	Bidder Submits Final Audited Quote	Wednesday	01/15/14	2:00PM (EST)
6	Selection of Prospective Carrier	Friday	01/17/14	2:00PM (EST)
7	Prospective Carrier's Form and Rate Filing via SERFF with DFS	Friday	01/31/14	2:00PM (EST)
8	Estimated Approval to Execute ALP Policy	Friday	03/14/14	2:00PM (EST)
9	Estimated Execution of ALP Policy	Monday	03/31/14	2:00PM (EST)
10	Reconciliation of Payments From Effective Date to Date of ALP Execution	Wednesday	04/30/14	2:00PM (EST)

### D. Questions Regarding this IFB

All questions regarding this IFB, supporting documentation or other matters related to this IFB must be submitted in writing to the Board at 328 State Street – 3rd Floor, Schenectady, NY 12305 to the attention of Karen Meyer, via fax: 518-402-6170, or email: [selfinsurance@wcb.ny.gov](mailto:selfinsurance@wcb.ny.gov)  
 Formal written questions must be received by **12/2/13**.

This does not preclude ongoing specific claims and/or excess related questions directed to the Board's current Contracted TPA.

### E. Bid Submission

Bidders who wish to be considered must submit to the Board a complete bid in response to this IFB, in a sealed envelope which shall be clearly identified with the their name and the words "NYS Workers"

Compensation Board – Invitation to Bid Trust(s) “Elite Contractors Trust of New York.” A complete bid shall contain the following:

- 1) Cover letter that includes documentation of Bidder’s qualifications
- 2) Completed Bidder Quote Sheet (Appendix E)
- 3) NAIC Property /Casualty Annual Statement Statutory Page 14 Business in State of New York (Exhibit of Premiums and Losses)
- 4) NAIC Property/Casualty Annual Statement Five –Year Historical Data
- 5) NAIC Property/Casualty Annual Statement Page 3 (Liabilities, Surplus and Other Funds), if applicable, Parental guarantee and Parental NAIC Property/Casualty Annual Statement Page 3

See Appendix F for sample NAIC pages referenced above

If a Bidder has any suggestions or anticipated difficulty with any policy provisions, the Bidder must explicitly set forth those issues in its cover letter. The Board reserves the right to reject any or all issues raised by the Bidder and require full acceptance of the terms of this IFB. The Board will consider these issues when evaluating bids. The Board will not negotiate any issue with a selected Bidder if the issue was not raised in the cover letter.

The cover letter must be submitted on the Bidders’ official business letterhead and must be signed by an authorized representative of the Bidder. The Bidder must appoint an official representative for its proposal. The cover letter must include the following:

- 1) Name and title of Bidder’s official representative
- 2) Name of Bidder
- 3) Address
- 4) Telephone number of Bidder’s representative, and FAX number; and
- 5) A representation that the signatory to the cover letter is authorized to bind the Bidder to any ensuing policy/contract

**Bids must be submitted to the Board’s representative, Karen Meyer, by 2:00 PM on 1/15/14. Faxed or Emailed bids will not be accepted. Late and incomplete bids will not be considered.**

## **F. The Board's Rights in Awarding the Policy**

In accepting, evaluating and awarding the policy/contract resulting from this IFB, the Board, in its sole discretion, reserves the right to:

- 1) Select the Bidder deemed most acceptable to the Board and whose bid represents the "best value" to the Board ("best value" being the bid having the lowest price that meets the minimum specifications and requirements among responsible Bidders).
- 2) Disqualify a Bidder from receiving the award if such Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- 3) Revise/amend any provision of this IFB, including evaluation instruments and process, by written notification to Bidders.
- 4) Reject any and all bids received as a result of this IFB.
- 5) Waive procedural technicalities in bids received, after prior notification to the Bidder, including the right to waive or modify minor irregularities in the bid or adjust/correct arithmetical errors.
- 6) Eliminate any mandatory requirement that is not met by all Bidders.
- 7) Begin policy/contract negotiations with other Bidders responsive to this IFB, if the Board is not successful in negotiating a policy/contract with the selected Bidder within a time frame acceptable to the Board.
- 8) Make inquiries using any means it chooses into the Bidders background or statements made in the bid to determine the truth and accuracy of all statements made therein.
- 9) Consider late or non-conforming bid in the event that compliant bids are not received.

These specific reservations of rights shall not be construed as a waiver of any other rights of the Board in accepting, evaluating and awarding the policy/contract resulting from this IFB.

## **G. Policy Term**

The term is outlined on the Policy Information Page located in Appendix C. In addition, the conditions are outlined in Appendices B and D. This policy transfers all risks without recourse and is not cancellable. The submitted Appendices B, C and D cannot materially vary from the language contained in Appendices B, C and D attached hereto.

## **H. Incurred Costs**

The Board is not liable for any cost incurred by Bidders prior to the selection of the winning bid and is not responsible for costs associated with responding to this IFB. The Carrier is responsible for the cost to transfer the claims to an alternative TPA.

## **I. Disclosure of Proposal Contents**

To the extent permitted by law, Bidders' quotes will not be disclosed to any party outside the Board or approving State agencies or their consultants, except for purposes of evaluation, prior to approval of the resulting policy. All material submitted becomes the property of the Board and may be returned at the Board's sole discretion. The Board reserves the right to use any and all non-proprietary ideas presented in any response to this IFB.

If a Bidder believes that any information in its proposal constitutes a trade secret and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the Bidder shall submit, with its cover letter, specifically identifying by page number, line, or other appropriate designation, that information which is alleged to be a trade secret and explaining in detail why such information is allegedly a trade secret. Failure by a Bidder to submit such a letter with its bid identifying alleged trade secrets shall constitute a waiver by the Bidder of any rights it may have under Section 89, Subdivision 5, of the Public Officers Law relating to the protection of trade secrets.

In no event will the Board consider Bidder information to be a trade secret if such information is not identified as propriety information or ideas by the Bidders and so designated in the bid, or if that information:

- 1) was known to the Board before submission of such proposal;
- 2) properly became known to the Board thereafter through other sources; or
- 3) is in the public domain

## **J. News Releases**

No publicity or news releases pertaining to this procurement may be made without prior written approval of the Board.

## **K. Non-Endorsement**

By selecting a Bidder to supply services to the Board, the Board is neither endorsing nor suggesting that the Bidder's services are the best or only solution for the Board's requirements. The Bidder agrees to make no reference to the Board or this procurement or resulting policy in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Board.

## **VI. AWARD**

The Board expects to exercise its right to award the policy to one Bidder based on "Best Value" to the Board. Best Value shall mean the bid having the lowest price that meets the minimum specifications and requirements of this IFB. Once the best value Bidder is selected, the prospective Bidder will proceed to file all required documents via SERFF with the DFS for approval. DFS will review both the amount of the bid as well as the actuarial valuations and other assumptions that form the basis of the bid. All Bidders agree to fully cooperate with all requests for information and/or clarification of the assumptions used in developing the bid. In the event that a Bidder fails to cooperate with DFS, its bid shall be deemed disqualified.

As a result of DFS' regulatory and actuarial review of any bid, the Bidder's quote may be changed. In such event, the Bidder is not required to adhere to the bid as revised by DFS. Rather, the Bidder will be provided five (5) business days within which to either accept or reject the bid amount as revised by DFS. In the event that the revisions of DFS cause the low bid to no longer be the low bid, the Board will proceed to the next best value Bidder and so forth.

Subsequent to the Bidder's notification of the DFS approval, a closing date to execute the policy will be scheduled and coordinated with the Board.

## **VII. PAYMENT METHOD AND FUNDING**

Upon acceptance and approval of the rate filing by the DFS and the Board, the Bidder will be provided payment in full simultaneous to the policy execution date.

## APPENDIX A: Non-Disclosure Agreement

### NON-DISCLOSURE AGREEMENT Between the New York State Workers' Compensation Board and

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**THIS AGREEMENT** is between the New York State Workers' Compensation Board ("Board"), having its principal place of business at 328 State Street, Schenectady, New York, 12305, and \_\_\_\_\_ ("Vendor"), having its principal place of business at \_\_\_\_\_.

**NOW THEREFORE**, for and in consideration of the provision to Vendor of information in connection with the Invitation to Bid ("IFB") for an Assumption of Liability Policy ("ALP") with respect to the \_\_\_\_\_ (the "Trust(s)"), Vendor agrees to the following:

1. The Vendor, its officers, agents, and employees shall treat all workers' compensation documents and information that is obtained from the Board as confidential information to the extent required by the laws of the State of New York and the United States and any regulations promulgated hereunder. Unauthorized disclosure of personal, confidential, and/or medical information may result in civil and/or criminal penalties under New York State and Federal laws.

Workers' Compensation Law (WCL) §110-a prohibits any oral description of any Board record as well as the dissemination, release, disclosure, duplication, or publication of Board claim files except in certain limited situations as set forth therein. Pursuant to WCL §110-a(5), any person found in violation of this statute may be subject to criminal and civil prosecution, and fines, and may form the basis for termination of the contractual arrangement between the Vendor and the Board.

All individually identifiable information relating to any claimant, employer, or insurance carrier shall be held confidential and shall not be disclosed by the Vendor, its officers, agents and employees without the prior written approval of the Executive Director of the Workers' Compensation Board or a designee.

The use of information obtained by the Vendor in the performance of its duties to the Board shall be limited to purposes directly connected with such duties. The Vendor agrees that its officers, agents, and employees shall not disclose, show, or otherwise make available any portion of the materials or their contents to any one other than its officers, agents, and employees in connection with the performance of its duties to the Board. The Vendor shall advise the Board of all requests made to the Vendor for information described in this Agreement within twenty-four (24) hours of receipt of such request.

2. All proprietary information (whether oral, visual, written, electronic or in any other form) of which Vendor becomes aware as the result of the performance of services for the Board shall be deemed to be "Confidential Information." Such Confidential Information shall be used by Vendor solely for the performance of services for the Board pursuant to the Contract. Notwithstanding the foregoing, information which falls into any of the following categories shall not be considered Confidential Information:
  - (a) Information that is previously rightfully known to the Vendor without restriction on disclosure;
  - (b) Information that becomes, from no act or failure to act on the part of the Vendor, generally known in the relevant industry or is in the public domain; and
  - (c) Information that is independently developed by Vendor without use of information of the Board or the State of New York ("State")
  - (d) Vendor is required to disclose by law, regulation or order of a competent authority; provided, however, that Vendor shall give Board not less than fifteen business (15) days advance written notice of any such requirement in order that Board may seek a restraining order or similar equitable relief or protection which the Board may deem necessary to protect the subject Information; and, if still required, such disclosure shall be permitted only to the extent required to comply therewith and Vendor shall request, upon disclosure, such authority to protect the confidentiality of such Information by protective order or similar restriction against further disclosure.
3. Except as specifically permitted in this Nondisclosure Agreement, Vendor shall not, at any time, in any fashion, form or manner, either directly, indirectly or accidentally, divulge, disclose, communicate or use, any Confidential Information received, obtained,

acquired, directly, indirectly or accidentally, or developed relating to the IFB. Vendor further agrees not to divulge information or methods of accessing State data to any person not authorized by the Board to obtain such information and/or data.

- 4. Vendor agrees that any Confidential Information received from the onset of his/her activities at the Board shall be provided only to those individuals having a "need to know" such Confidential Information.
- 5. Vendor shall not use the Confidential Information of the Board or the State for any other commercial purposes, other than this IFB.
- 6. Vendor agrees to be bound by applicable Federal and State laws governing confidentiality and/or privacy of information.
- 7. Vendor agrees not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding his/her employment without the advance written approval of the Board.
- 8. Vendor shall not attach or load any additional hardware or software to the State equipment unless authorized by the Board. Vendor also agrees to use only those access rights authorized for his/her use by the Board to access New York State confidential or proprietary data.
- 9. Vendor shall access only those directories in the Board's computer information systems as are expressly made available to Vendor by the Board.
- 10. Vendor agrees to take no actions which intrude upon, disrupt or deny services to the Board's computer information systems, unless directed by the Board's Systems Administrator or his/her designee.
- 11. Vendor shall abide by all the terms and conditions set forth in the Board's Information Security Policy (Subject Number 419-23, Published May 25, 2005 – Revised October 2, 2012)
- 12. Independent Contractor Status:
  - (a) Vendor agrees that the legal status of Vendor is that of an employee of an independent contractor and in no manner shall Vendor be deemed to be an employee of the Board or of the State of New York, and, therefore, is not entitled to any of the benefits associated with such employment.
  - (b) Vendor agrees not to use Board or State provided equipment to engage in non-Board related work or communications.
- 13. Vendor understands that if he/she breaches, or threatens to breach this Agreement, in addition to having his/her services terminated, the Board and the State of New York shall have all equitable and legal rights (including the right to obtain injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable attorneys' fees) for losses or damages resulting from such breach awarded by a court of competent jurisdiction. Vendor acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information identified in this Agreement.
- 14. This Agreement shall terminate only upon the issuance by the Vendor of an ALP with respect to the Trust(s) covered by this IFB process. In the event the Vendor does not issue an ALP with respect to the Trust(s) covered by this IFB process, this Agreement shall not expire.

**IN WITNESS WHEREOF**, Vendor has caused this Nondisclosure Agreement to be signed as of the date set forth below.

Signature: \_\_\_\_\_  
 Title: Vendor  
 Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, and who, being dully sworn by me, did for himself/herself depose and say that he/she executed the foregoing instrument.

\_\_\_\_\_  
 Notary Public

## APPENDIX B: Assumption of Liability Policy Form

### ASSUMPTION OF WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

#### GENERAL SECTION

**A. The Policy**

This replacement policy includes at its effective date the Information Page and two endorsements and one Schedule A. The endorsements are the Terrorism Risk Insurance Program Reauthorization Act Disclosure endorsement and the Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement. It is a contract of insurance between you (the qualified self insurer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). This policy is subject to approval of the New York Superintendent of Insurance and the Workers' Compensation Board and is consistent with the requirements of the New York Workers' Compensation Law. This policy provides for a complete novation without recourse for prior periods of workers compensation self-insurance. The terms of this policy may not be changed, waived or altered.

**B. Workers' Compensation Self Insurance Replacement**

As used herein means the assumption by us of all outstanding or incurred but not yet paid, known and unknown obligations of the named insured as a formally qualified self insurer, under one or more specified Workers' Compensation Acts, to pay workers' compensation benefits for claims in accordance with Item 2 and 3 of the Information Page.

**C. Who Is Insured**

The qualified self insurer and all participants as named in Schedule A of the Information Page. If you are one of the named participants you are insured, but only for the period of participation in the self-insured program as detailed in the Schedule A.

**D. Workers' Compensation Law**

Workers' Compensation Law means the Workers or Workmen's Compensation Law and Occupational Disease law of New York State. It includes any amendments to that law which are in effect during the policy periods. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provision of any law that provides non occupational disability benefits.

**E. State**

State means any state of the United States of America, and the District of Columbia.

#### 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 claims, proceeding or suit we defend:

1. Reasonable expenses incurred at our request but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance ;and
5. Expenses we incur.

**E. We Will Not Pay**

This policy does not obligate us to reimburse you for any amounts you have paid as benefits or any expenses that you have incurred, including, but not limited to, any defense costs or expenses similar to those described in Part One (Workers' Compensation Insurance) Section D or Part Two (Employers Liability Insurance) Section B that you paid before the policy's effective date.

**F. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance.

**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. Assignment of Rights**

All rights, duties and obligations under contracts of workers' compensation and employer's liability excess of loss provision and all endorsements made on those policies are transferred to us.

**I. Statutory Provisions**

These statements apply where they are required by law.

- A. As between an injured worker and us, we have notice of the injury when you have notice.
- B. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of your duties under this insurance after an injury occurs.
- C. 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.
- D. 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.
- E. 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 the law.
- F. Terms of this insurance that conflict with the workers' compensation law are changed by this statement under this policy.

## **PART TWO**

### **EMPLOYERS LIABILITY INSURANCE**

#### **A. How this Insurance Applies**

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

We may not limit our liability to pay damages for which we become legally liable to pay because a bodily injury arises out of and in the course of employment that is subject to and is compensation under the Workers' Compensation Law of New York.

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 New York State.
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.

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

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

The damages we will pay, where recovery is permitted by law, included 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 result of injury to your employers.
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**

The 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 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 State of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other Federal workers or workmens' compensation law or other Federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any other amendments to those laws,
10. Bodily injury to a master or member of the crew of any vessel;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

**D. We will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**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. We Will Not Pay**

This policy does not obligate us to reimburse you for any amounts you have paid as benefits or any expenses that you have incurred, including, but not limited to, any defense costs or expenses similar to those described in Part One (Workers' Compensation Insurance) Section D or Part Two (Employers Liability Insurance) Section B that you paid before the policy's effective date.

**G. Other**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance.

**H. Assignment of Rights**

All rights, duties and obligations under contracts of workers' compensation and employer's liability excess of loss provision and all endorsements made on those policies are transferred to us.

**I. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance.

**J. 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 your obligations under this Part.

### **PART THREE**

#### **YOUR DUTIES IF INJURY OCCURS**

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

1. Provide for immediate medical and other services required by the workers; compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### **PART FOUR**

#### **PREMIUM**

##### **A. Single Complete Premium**

You will pay the premium in a single lump sum payment and such policy shall be non-cancelable.

##### **B. Records**

All records for the qualified self-insured will become the records of carrier.

### **PART FIVE**

#### **CONDITIONS**

##### **A. Cancellation**

You may not cancel this policy.

**APPENDIX C: Policy Information Page**

**Assumption of Workers' Compensation and Employers' Liability Insurance Policy**

[Carrier name and address]

<b>Qualified Self Insured Policy Period</b>	
From <b>8/27/99 To 7/16/08</b>	
<b>10/31/13</b>	12:01 A.M. Standard Time at the address of the Insured as stated herein
<b>Effective Assumption Date</b>	

<b>1. Named of Qualified Self Insured and Address</b>		<b>Qualified Self Insured Contact</b>	
Elite Contractors Trust of New York 328 State Street Schenectady, New York 12305		Mary Beth Woods Telephone: 518-402-6191	
Carrier #			Self-Insured # <b>W398390</b>

2. The Policy Period covers the periods from 08/27/99 to 07/16/08 and is effective as of 10/31/13 12:01 a.m. Standard Time at the Insured's mailing address, and includes all remaining obligations and unpaid amounts of the qualified self-insured and all participants and their respective coverage periods as identified in Schedule A.
3.
  - A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the State of New York.
  - B. Employers Liability Insurance: Part TWO of the policy applies to work in the state of New York and is for unlimited coverage.
  - C. This policy includes two endorsements and one schedule A (see back of form).
4. The premium for this policy will be a single complete premium.

Premium	\$
Assessments and Taxes	\$
Total Premium Cost	\$

This is a Lump Sum Single Premium

Counter signed this \_\_\_\_\_ Day of \_\_\_\_\_

Issued Date:

\_\_\_\_\_

Issuing Office:

Authorized Representative



## **APPENDIX D: Terrorism Endorsements & Catastrophic Loss Endorsements**

### **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 2007. 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 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 resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

“Program Year” refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

## **Catastrophe (Other Than Certified Acts of Terrorism Premium Endorsement) 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 22A), 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 even that is not certified as an Act of Terrorism by the Secretary of 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.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program 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; 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 exceeds \$100,000,000,000 in a Program Year, the United States Government would pay 85% 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 exceeds \$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.

**APPENDIX E: Bidder Quote Sheet**

**BIDDER QUOTE SHEET**

**Invitation for Bid  
Assumption of Liability Policy  
Elite Contractors Trust of New York**

**Occurrence Dates: Policy Period 08/27/99-07/16/08**

**Limit: There are no limits and policy provides full statutory coverage**

**Valuation Date of Losses: October 31, 2013**

**Net assumption pricing \$**

**Add: TPA fees**

**Add: Premium tax (Department of Taxation and Finance)**

**Gross (Total) Assumption Price: \$**

**Requirements that must be stated on quote:**

- **Quote sheet must state it is for all past, present and future liabilities that will be transferred in the above specifies time period.**
- **Must outline specific and aggregate coverage with attachment points and policy numbers**
- **Expiration date of quote must be at least 90 days and can be extended based on mutual agreement**
- **Must state the TPA to be used**
- **Must state the quote is subject to the NYS Workers' Compensation Board, and the Department of Financial Services review and approval.**
- **Must state NYS Workers' Compensation Board assessments are not included in the quote.**
- **Must state any other item the quote is subject to.**

## APPENDIX F: Example of Required Pages of Bidders Annual Statement

### ANNUAL STATEMENT FOR THE YEAR 2012 OF THE LIABILITIES, SURPLUS AND OTHER FUNDS

	1 Current Year	2 Prior Year
1. Losses (Part 2A, Line 35, Column 8).....		
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6).....		
3. Loss adjustment expenses (Part 2A, Line 35, Column 9).....		
4. Commissions payable, contingent commissions and other similar charges.....		
5. Other expenses (excluding taxes, licenses and fees).....		
6. Taxes, licenses and fees (excluding federal and foreign income taxes).....		
7.1 Current federal and foreign income taxes (including \$..... on realized capital gains (losses)).....		
7.2 Net deferred tax liability.....		
8. Borrowed money \$..... and interest thereon \$.....		
9. Unearned premiums (Part 1A, Line 38, Column 5) (after deducting unearned premiums for ceded reinsurance of \$..... and including warranty reserves of \$..... and accrued accident and health experience rating refunds including \$..... for medical loss ratio rebate per the Public Health Service Act).....		
10. Advance premium.....		
11. Dividends declared and unpaid:		
11.1 Stockholders.....		
11.2 Policyholders.....		
12. Ceded reinsurance premiums payable (net of ceding commissions).....		
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19).....		
14. Amounts withheld or retained by company for account of others.....		
15. Remittances and items not allocated.....		
16. Provision for reinsurance (including \$..... certified) (Schedule F, Part 8).....		
17. Net adjustments in assets and liabilities due to foreign exchange rates.....		
18. Drafts outstanding.....		
19. Payable to parent, subsidiaries and affiliates.....		
20. Derivatives.....		
21. Payable for securities.....		
22. Payable for securities lending.....		
23. Liability for amounts held under uninsured plans.....		
24. Capital notes \$..... and interest thereon \$.....		
25. Aggregate write-ins for liabilities.....		
26. Total liabilities excluding protected cell liabilities (Lines 1 through 25).....		
27. Protected cell liabilities.....		
28. Total liabilities (Lines 26 and 27).....		
29. Aggregate write-ins for special surplus funds.....		
30. Common capital stock.....		
31. Preferred capital stock.....		
32. Aggregate write-ins for other than special surplus funds.....		
33. Surplus notes.....		
34. Gross paid in and contributed surplus.....		
35. Unassigned funds (surplus).....		
36. Less treasury stock, at cost:		
36.1 ..... shares common (value included in Line 30 \$.....)		
36.2 ..... shares preferred (value included in Line 31 \$.....)		
37. Surplus as regards policyholders (Lines 29 to 35, less 36) (Page 4, Line 39).....		
38. Totals (Page 2, Line 28, Col. 3)		
<b>DETAILS OF WRITE-INS</b>		
2501. ....		
2502. ....		
2503. ....		
2598. Summary of remaining write-ins for Line 25 from overflow page.....		
2599. Totals (Lines 2501 through 2503 plus 2598) (Line 25 above)		
2901. ....		
2902. ....		
2903. ....		
2998. Summary of remaining write-ins for Line 29 from overflow page.....		
2999. Totals (Lines 2901 through 2903 plus 2998) (Line 29 above)		
3201. ....		
3202. ....		
3203. ....		
3298. Summary of remaining write-ins for Line 32 from overflow page.....		
3299. Totals (Lines 3201 through 3203 plus 3298) (Line 32 above)		

**ANNUAL STATEMENT FOR THE YEAR 2012 OF THE**  
**EXHIBIT OF PREMIUMS AND LOSSES (Statutory Page 14)**

NAIC Group Code \_\_\_\_\_

**BUSINESS IN THE STATE OF DURING THE YEAR**

NAIC Company Code \_\_\_\_\_

Line of Business	Gross Premiums, Including Policy and Membership Fees, Less Return Premiums and Premiums on Policies not Taken		3 Dividends Paid or Credited to Policyholders on Direct Business	4 Direct Unearned Premium Reserves	5 Direct Losses Paid (deducting salvage)	6 Direct Losses Incurred	7 Direct Losses Unpaid	8 Direct Defense and Cost Containment Expense Paid	9 Direct Defense and Cost Containment Expense Incurred	10 Direct Defense and Cost Containment Expense Unpaid	11 Commissions and Brokerage Expenses	12 Taxes, Licenses and Fees
	1 Direct Premiums Written	2 Direct Premiums Earned										
1. Fire .....												
2.1. Allied lines .....												
2.2. Multiple peril crop .....												
2.3. Federal flood .....												
3. Farmowners multiple peril .....												
4. Homeowners multiple peril .....												
5.1. Commercial multiple peril (non-liability portion) .....												
5.2. Commercial multiple peril (liability portion) .....												
6. Mortgage guaranty .....												
8. Ocean marine .....												
9. Inland marine .....												
10. Financial guaranty .....												
11. Medical professional liability .....												
12. Earthquake .....												
13. Group accident and health (b) .....												
14. Credit A & H (group and individual) .....												
15.1. Collectively renewable A & H (b) .....												
15.2. Non-cancelable A & H (b) .....												
15.3. Guaranteed renewable A & H (b) .....												
15.4. Non-renewable for stated reasons only (b) .....												
15.5. Other accident only .....												
15.6. Medicare Title XVIII exempt from state taxes or fees .....												
15.7. All other A & H (b) .....												
15.8. Federal employees health benefits program premium (b) .....												
16. Workers' compensation .....												
17.1. Other liability—Occurrence .....												
17.2. Other Liability—Claims-Made .....												
17.3. Excess workers' compensation .....												
18. Products liability .....												
19.1. Private passenger auto no-fault (personal injury protection) .....												
19.2. Other private passenger auto liability .....												
19.3. Commercial auto no-fault (personal injury protection) .....												
19.4. Other commercial auto liability .....												
21.1. Private passenger auto physical damage .....												
21.2. Commercial auto physical damage .....												
22. Aircraft (all perils) .....												
23. Fidelity .....												
24. Surety .....												
26. Burglary and theft .....												
27. Boiler and machinery .....												
28. Credit .....												
30. Warranty .....												
34. Aggregate write-ins for other lines of business .....												
35. TOTALS (a) .....												
<b>DETAILS OF WRITE-INS</b>												
3401. ....												
3402. ....												
3403. ....												
3498. Summary of remaining write-ins for Line 34 from overflow page .....												
3499. Totals (Lines 3401 through 3403 Plus 3498) (Line 34 above) .....												

(a) Finance and service charges not included in Lines 1 to 35 \$ .....

(b) For health business on indicated lines report: Number of persons insured under PPO managed care products \_\_\_\_\_ and number of persons insured under indemnity only products \_\_\_\_\_.

# ANNUAL STATEMENT FOR THE YEAR 2012 OF THE FIVE-YEAR HISTORICAL DATA

Show amounts in whole dollars only, no cents; show percentages to one decimal place, i.e., 17.6.

	1 2012	2 2011	3 2010	4 2009	5 2008
<b>Gross Premiums Written</b> (Page 8, Part 1B, Cols. 1, 2 & 3)					
1. Liability lines (Lines 11.1, 11.2, 16, 17.1, 17.2, 17.3, 18.1, 18.2, 19.1, 19.2 & 19.3, 19.4)	.....	.....	.....	.....	.....
2. Property lines (Lines 1, 2, 9, 12, 21 & 26).....	.....	.....	.....	.....	.....
3. Property and liability combined lines (Lines 3, 4, 5, 8, 22 & 27).....	.....	.....	.....	.....	.....
4. All other lines (Lines 6, 10, 13, 14, 15, 23, 24, 28, 29, 30 & 34).....	.....	.....	.....	.....	.....
5. Non-proportional reinsurance lines (Lines 31, 32 & 33).....	.....	.....	.....	.....	.....
6. Total (Line 35).....	.....	.....	.....	.....	.....
<b>Net Premiums Written</b> (Page 8, Part 1B, Col. 6)					
7. Liability lines (Lines 11.1, 11.2, 16, 17.1, 17.2, 17.3, 18.1, 18.2, 19.1, 19.2 & 19.3, 19.4)	.....	.....	.....	.....	.....
8. Property lines (Lines 1, 2, 9, 12, 21 & 26).....	.....	.....	.....	.....	.....
9. Property and liability combined lines (Lines 3, 4, 5, 8, 22 & 27).....	.....	.....	.....	.....	.....
10. All other lines (Lines 6, 10, 13, 14, 15, 23, 24, 28, 29, 30 & 34).....	.....	.....	.....	.....	.....
11. Non-proportional reinsurance lines (Lines 31, 32 & 33).....	.....	.....	.....	.....	.....
12. Total (Line 35).....	.....	.....	.....	.....	.....
<b>Statement of Income</b> (Page 4)					
13. Net underwriting gain (loss) (Line 8).....	.....	.....	.....	.....	.....
14. Net investment gain (loss) (Line 11).....	.....	.....	.....	.....	.....
15. Total other income (Line 15).....	.....	.....	.....	.....	.....
16. Dividends to policyholders (Line 17).....	.....	.....	.....	.....	.....
17. Federal and foreign income taxes incurred (Line 19).....	.....	.....	.....	.....	.....
18. Net income (Line 20).....	.....	.....	.....	.....	.....
<b>Balance Sheet Lines</b> (Pages 2 and 3)					
19. Total admitted assets excluding protected cell business (Page 2, Line 26, Col. 3).....	.....	.....	.....	.....	.....
20. Premiums and considerations (Page 2, Col. 3).....	.....	.....	.....	.....	.....
20.1 In course of collection (Line 15.1).....	.....	.....	.....	.....	.....
20.2 Deferred and not yet due (Line 15.2).....	.....	.....	.....	.....	.....
20.3 Accrued retrospective premiums (Line 15.3).....	.....	.....	.....	.....	.....
21. Total liabilities excluding protected cell business (Page 3, Line 26).....	.....	.....	.....	.....	.....
22. Losses (Page 3, Line 1).....	.....	.....	.....	.....	.....
23. Loss adjustment expenses (Page 3, Line 3).....	.....	.....	.....	.....	.....
24. Unearned premiums (Page 3, Line 9).....	.....	.....	.....	.....	.....
25. Capital paid up (Page 3, Lines 30 & 31).....	.....	.....	.....	.....	.....
26. Surplus as regards policyholders (Page 3, Line 37).....	.....	.....	.....	.....	.....
<b>Cash Flow</b> (Page 5)					
27. Net cash from operations (Line 11).....	.....	.....	.....	.....	.....
<b>Risk-Based Capital Analysis</b> .....					
28. Total adjusted capital.....	.....	.....	.....	.....	.....
29. Authorized control level risk-based capital.....	.....	.....	.....	.....	.....
<b>Percentage Distribution of Cash, Cash Equivalents and Invested Assets</b> (Page 2, Col. 3) (Item divided by Page 2, Line 12, Col. 3) x 100.0					
30. Bonds (Line 1).....	.....	.....	.....	.....	.....
31. Stocks (Lines 2.1 & 2.2).....	.....	.....	.....	.....	.....
32. Mortgage loans on real estate (Lines 3.1 and 3.2).....	.....	.....	.....	.....	.....
33. Real estate (Lines 4.1, 4.2 & 4.3).....	.....	.....	.....	.....	.....
34. Cash, cash equivalents and short-term investments (Line 5).....	.....	.....	.....	.....	.....
35. Contract loans (Line 6).....	.....	.....	.....	.....	.....
36. Derivatives (Line 7).....	.....	.....	.....	XXX	XXX
37. Other invested assets (Line 8).....	.....	.....	.....	.....	.....
38. Receivables for securities (Line 9).....	.....	.....	.....	.....	.....
39. Securities lending reinvested collateral assets (Line 10).....	.....	.....	.....	XXX	XXX
40. Aggregate write-ins for invested assets (Line 11).....	.....	.....	.....	.....	.....
41. Cash, cash equivalents and invested assets (Line 12).....	100.0	100.0	100.0	100.0	100.0
<b>Investments in Parent, Subsidiaries and Affiliates</b>					
42. Affiliated bonds, (Sch. D, Summary, Line 12, Col. 1).....	.....	.....	.....	.....	.....
43. Affiliated preferred stocks (Sch. D, Summary, Line 18, Col. 1).....	.....	.....	.....	.....	.....
44. Affiliated common stocks (Sch. D, Summary, Line 24, Col. 1).....	.....	.....	.....	.....	.....
45. Affiliated short-term investments (subtotals included in Schedule DA Verification, Col. 5, Line 10).....	.....	.....	.....	.....	.....
46. Affiliated mortgage loans on real estate.....	.....	.....	.....	.....	.....
47. All other affiliated.....	.....	.....	.....	.....	.....
48. Total of above Lines 42 to 47.....	.....	.....	.....	.....	.....
49. Total investment in parent included in Lines 42 to 47 above.....	.....	.....	.....	.....	.....
50. Percentage of investments in parent, subsidiaries and affiliates to surplus as regards policyholders (Line 48 above divided by Page 3, Col. 1, Line 37 x 100.0)	.....	.....	.....	.....	.....