

State: *New York* **First Filing Company:** *Imperium Insurance Company, ...*
TOI/Sub-TOI: *17.1 Other Liability-Occ Only/17.1022 Other*
Product Name: *Excess Employers Liability*
Project Name/Number: *Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022*

Filing at a Glance

Companies: Imperium Insurance Company
 Great Midwest Insurance Company
Product Name: Excess Employers Liability
State: New York
TOI: 17.1 Other Liability-Occ Only
Sub-TOI: 17.1022 Other
Filing Type: Form/Rate/Rule
Date Submitted: 02/02/2022
SERFF Tr Num: DLSN-133132764
SERFF Status: Closed-Approved
State Tr Num: R2022000398
State Status: Closed
Co Tr Num: SKY-GL-EXEL-NY-RRF-2022

Effective Date
Requested (New):
Effective Date
Requested (Renewal):
Author(s): Jose Aguilar, Michelle Freitag
Reviewer(s): Darlene Picard (primary)
Disposition Date: 03/03/2022
Disposition Status: Approved
Effective Date (New):
Effective Date (Renewal):

This filing was provided as part of
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General Information

Project Name: Excess Employers Liability	Status of Filing in Domicile: Not Filed
Project Number: SKY-GL-EXEL-NY-RRF-2022	Domicile Status Comments:
Reference Organization: n/a	Reference Number: n/a
Reference Title: n/a	Advisory Org. Circular: n/a
Filing Status Changed: 03/03/2022	
State Status Changed: 03/03/2022	Deemer Date:
Created By: Michelle Freitag	Submitted By: Jose Aguilar
Corresponding Filing Tracking Number: n/a	

Filing Description:

Imperium Insurance Company has chosen to mirror the product filing of Capitol Indemnity program, SERFF Tracking # CAPC-126838859, filed in 2010 and approved on 4/13/2011. The only changes are those to the terrorism forms and disclosure notices due to changes in the TRIA act. The Capitol Indemnity program was a mirror filing of United States Liability Insurance Group filing, NYSID File No: R99002290 with approval received July 21, 1999. The Capitol Indemnity filing was revised during the review process due to recent changes in statutes at that time.

Included with this filing submission are the necessary transmittals and supporting documents as well as letters of authorization permitting M Freitag Consulting, LLC ("MFC") to submit this filing on behalf of Imperium Insurance Company and Great Midwest Insurance Company.

Company and Contact

Filing Contact Information

Jose Aguilar, Compliance Manager	jaguilar@skywardinsurance.com
14911 Quorum Drive	972-587-4172 [Phone]
Suite 310	
Texas	
Dallas, TX 75254	

Filing Company Information

Imperium Insurance Company	CoCode: 35408	State of Domicile: Texas
800 Gessner	Group Code: 4381	Company Type:
Ste. 600	Group Name: Skyward Specialty	State ID Number:
Houston, TX 77024	Ins	
(212) 702-3700 ext. [Phone]	FEIN Number: 13-2930697	

Great Midwest Insurance Company	CoCode: 18694	State of Domicile: Texas
800 Gessner Road, Suite 600	Group Code: 4381	Company Type:
Houston, TX 77024	Group Name: Skyward Specialty	State ID Number:
(713) 935-4800 ext. [Phone]	Ins	
	FEIN Number: 76-0154296	

State: New York **First Filing Company:** Imperium Insurance Company, ...
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Filing Fees

State Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State Specific

Speed-To-Market Field: enter code "98" for Speed-To-Market filings. Enter "0" for N/A.: 0

Terrorism Exclusion Field: enter code "46-01" for filings which includes forms, rates or rules for the Terrorism Exclusion. Enter "0" for N/A.: 46-01

Mold (Fungi, Bacteria, Virus) Exclusion Field: enter code "46-02" for filings which includes forms, rates or rules for the Mold Exclusion. Enter "0" for N/A.: 0

On the Rate/Rule Schedule Tab, the "Add Rate Data" button must be changed to "yes" for all rating rules and rate filings in order for the appropriate fields to be completed. Please enter "Yes" for filings with the rate data fields completed and "No" for all other filings.: Yes

SERFF Tracking #:

DLSN-133132764

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State:

New York

First Filing Company:

Imperium Insurance Company, ...

TOI/Sub-TOI:

17.1 Other Liability-Occ Only/17.1022 Other

Product Name:

Excess Employers Liability

Project Name/Number:

Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Darlene Picard	03/03/2022	03/03/2022

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending	Darlene Picard	02/28/2022	02/28/2022

Response Letters

Responded By	Created On	Date Submitted
Michelle Freitag	03/02/2022	03/02/2022

State: New York First Filing Company: Imperium Insurance Company, ...
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other
Product Name: Excess Employers Liability
Project Name/Number: Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Disposition

Disposition Date: 03/03/2022
Effective Date (New):
Effective Date (Renewal):
Status: Approved

Comment: This is in reference to your electronic SERFF submission dated, February 2, 2022, submitting the above captioned filing for approval and additional correspondence amending the filing of March 2, 2022.

The captioned filing is approved in accordance with Article 23 of the New York Insurance Law, effective the date of this letter.

The policyholder disclosure notices are acknowledged and will be placed on file for informational purposes.

Yours truly,

Adrienne A. Harris
Superintendent of Financial Services

Darlene A. Picard
Associate Insurance Examiner
Property Bureau – 6th Floor
212-480-5555
Darlene.Picard@dfs.ny.gov

Table with 8 columns: Company, Overall % Indicated, Overall % Rate, Written Premium Change for, Number of Policy Holders Affected, Written Premium for, Maximum % Change, Minimum % Change

State: New York
 TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other
 Product Name: Excess Employers Liability
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First Filing Company: Imperium Insurance Company, ...

Name:	Change:	Impact:	this Program:	for this Program:	this Program:	(where req'd):	(where req'd):
Imperium Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Great Midwest Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Commercial Liability Insurance Review Standards Checklist		Yes
Supporting Document	Consent-to-rate requirements		Yes
Supporting Document	Commercial Liability Insurance Form Filing Compliance Questionnaire		Yes
Supporting Document	Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)		Yes
Supporting Document	Defense-Within-Limits Policies Form Filing Compliance Questionnaire		Yes
Supporting Document	Rates and/or Rating Plans		Yes
Supporting Document	Side-By-Side Comparisons		Yes
Supporting Document	Audit Provisions/premium Audit Rules		Yes
Supporting Document	Minimum Premium/Return Premium and Minimum Earned Premium Rules		Yes
Supporting Document	Worldwide Coverage provisions or Endorsements		Yes
Supporting Document	Prior Acts Coverage with an Occurrence Policy		Yes
Supporting Document	Sexual harassment coverage requirements		Yes
Supporting Document	Letter of Authorization		Yes
Supporting Document	Response to NYSID Request		Yes
Form (revised)	SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY		Yes
Form	SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY		Yes
Form	EMPLOYERS LIABILITY SPECIFIC EXCESS		Yes

SERFF Tracking #:

DLSN-133132764

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R2022000398

Company Tracking #:

SKY-GL-EXEL-NY-RRF-2022

State: New York**First Filing Company:** Imperium Insurance Company, ...**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1022 Other**Product Name:** Excess Employers Liability**Project Name/Number:** Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Schedule	Schedule Item	Schedule Item Status	Public Access
	DECLARATIONS		
Form	EMPLOYERS LIABILITY SPECIFIC EXCESS DECLARATIONS		Yes
Form	DIRECT ACTION EXCLUSION		Yes
Form	VOLUNTEER FIREMEN EXCLUSION		Yes
Form	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM		Yes
Form	EXCLUSION OF CERTIFIED ACTS OF TERRORISM		Yes
Form	NOTICE - OFFER OF TERRORISM COVERAGE NOTICE - DISCLOSURE OF PREMIUM		Yes
Form	EMPLOYERS LIABILITY SPECIFIC EXCESS ACCIDENT REPORTING PROCEDURES		Yes
Form	NEW YORK CLAIM EXPENSES WITHIN LIMITS OF LIABILITY ACKNOWLEDGMENT		Yes
Rate	EXCESS EMPLOYERS' LIABILITY FILING		Yes

State: New York **First Filing Company:** Imperium Insurance Company, ...
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Product Name: Excess Employers Liability
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Objection Letter

Objection Letter Status	Pending
Objection Letter Date	02/28/2022
Submitted Date	02/28/2022
Respond By Date	03/10/2022

Dear Jose Aguilar,

Introduction:

This is in reference to the above captioned filing submitted for approval on February 2, 2022.

We have the following comments and/or questions:

1. Please submit Excess Workers Compensation for Self-Insured Employers Review Standards checklist and Excess Workers' Compensation Filing Compliance Questionnaire (08/18), completed as applicable.

2. EMPLOYERS LIABILITY SPECIFIC EXCESS ACCIDENT REPORTING PROCEDURES SKWD EL PN 02 01 22

We note - Claims Department - skywardinsurance.com -Is this an licensed New York company. Kindly provide a brief description of use for this form.

We await your prompt reply. In the meantime, the captioned filing is not approved in New York. Please be advised that pursuant to the Second Supplement to Circular Letter No. 11, dated December, 1999, a substantive reply must be provided by the company within 10 days of the date of this letter. If such response is not received, the file will be considered withdrawn and closed accordingly without further communication. Should the company wish this Department to again review the subject matter of this filing, a new submission, that references the above State Tracking Number and at a minimum includes a memorandum which addresses the outstanding issues included in this correspondence, must be made in accordance with the provisions of the Circular Letter.

Yours truly,

*Darlene A. Picard
Associate Insurance Examiner
Property Bureau – 6th Floor
212-480-5555
Darlene.Picard@dfs.ny.gov*

Conclusion:

*Sincerely,
Darlene Picard*

State: New York
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other
Product Name: Excess Employers Liability
Project Name/Number: Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

First Filing Company: Imperium Insurance Company, ...

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/02/2022
Submitted Date	03/02/2022

Dear Darlene Picard,

Introduction:

Thank you for your review of the filing submission.

Response 1

Comments:

The requested checklists have been submitted. As a result, revisions were needed to the main policy coverage form. Included with the checklists is the policy coverage form in revision marking to assist with reviewing the changes. A new policyholder notice has also been included.

Regarding, 2. EMPLOYERS LIABILITY SPECIFIC EXCESS ACCIDENT REPORTING PROCEDURES SKWD EL PN 02 01 22

We note - Claims Department - skywardinsurance.com -Is this an licensed New York company. Kindly provide a brief description of use for this form.

Skyward Insurance is the group name. The licensed insurance companies are Imperium Insurance Company and Great Midwest Insurance Company. The form is a policyholder notice requesting that the insured provide information to the company when certain workers compensation injuries occur.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response to NYSID Request
Comments:	
Attachment(s):	SKWD EL 00 01 01 22 - SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICy - REDLINE.pdf excesswc_rsc.pdf wce_cq.pdf

State: New York

First Filing Company: Imperium Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other

Product Name: Excess Employers Liability

Project Name/Number: Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY	SKWD EL 00 01 01 22	01 22	PCF	New			SKWD EL 00 01 01 22 - SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY.pdf	Date Submitted: 03/02/2022 By: Michelle Freitag
<i>Previous Version</i>									
1	<i>SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY</i>	<i>SKWD EL 00 01 01 22</i>	<i>01 22</i>	<i>PCF</i>	<i>New</i>			<i>SKWD EL 00 01 01 22 - SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY.pdf</i>	<i>Date Submitted: 02/02/2022 By: Jose Aguilar</i>
2	NEW YORK CLAIM EXPENSES WITHIN LIMITS OF LIABILITY ACKNOWLEDGMENT	SKWD EL PN 03 03 22	03 22	DSC	New			SKWD EL PN 03 03 22 - NEW YORK CLAIM EXPENSES WITHIN LIMITS ACKNOWLEDGMENT.pdf	Date Submitted: 03/02/2022 By: Michelle Freitag

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,
Michelle Freitag

State: New York

First Filing Company: Imperium Insurance Company, ...

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY	SKWD EL 00 01 01 22	01 22	PCF	New			SKWD EL 00 01 01 22 - SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY.pdf
2		EMPLOYERS LIABILITY SPECIFIC EXCESS DECLARATIONS	SKWD EL DS 01 01 22	01 22	DEC	New			SKWD EL DS 01 01 22 - EMPLOYER'S LIABILITY SPECIFIC EXCESS INSURANCE DECLARATIONS - IIC.pdf
3		EMPLOYERS LIABILITY SPECIFIC EXCESS DECLARATIONS	SKWD EL DS 02 01 22	01 22	DEC	New			SKWD EL DS 02 01 22 - EMPLOYER'S LIABILITY SPECIFIC EXCESS INSURANCE DECLARATIONS - GMIC.pdf
4		DIRECT ACTION EXCLUSION	SKWD EL 01 03 01 22	01 22	END	New			SKWD EL 01 03 01 22 - DIRECT ACTION EXCLUSION.pdf
5		VOLUNTEER FIREMEN EXCLUSION	SKWD EL 01 05 01 22	01 22	END	New			SKWD EL 01 05 01 22 - VOLUNTEER FIREMEN EXCLUSION.pdf

State: New York

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
6		CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	SKWD EL 01 02 01 22	01 22	END	New			SKWD EL 01 02 01 22 - CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM.pdf
7		EXCLUSION OF CERTIFIED ACTS OF TERRORISM	SKWD EL 01 04 01 22	01 22	END	New			SKWD EL 01 04 01 22 - EXCLUSION OF CERTIFIED ACTS OF TERRORISM.pdf
8		NOTICE - OFFER OF TERRORISM COVERAGE NOTICE - DISCLOSURE OF PREMIUM	SKWD EL PN 01 01 22	01 22	DSC	New			SKWD EL PN 01 01 22 - NOTICE OF TERRORISM COVERAGE DISCLOSURE OF PREMIUM.pdf
9		EMPLOYERS LIABILITY SPECIFIC EXCESS ACCIDENT REPORTING PROCEDURES	SKWD EL PN 02 01 22	01 22	DSC	New			SKWD EL PN 02 01 22 - EMPLOYERS LIABILITY SPECIFIC EXCESS ACCIDENT REPORTING PROCEDURES.pdf
10		NEW YORK CLAIM EXPENSES WITHIN LIMITS OF LIABILITY ACKNOWLEDGMENT	SKWD EL PN 03 03 22	03 22	DSC	New			SKWD EL PN 03 03 22 - NEW YORK CLAIM EXPENSES WITHIN LIMITS ACKNOWLEDGMENT.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate

SERFF Tracking #:

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Company Tracking #:

SKY-GL-EXEL-NY-RRF-2022

State: New York

First Filing Company: Imperium Insurance Company, ...

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CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY

Notice: This Policy does not cover claims for worker's compensation benefits

In consideration of the premium and the statements made to the Company in the application and subject to all of the terms of this policy, the Company agrees with the Insured as follows:

I. INSURING AGREEMENTS

A. COVERAGE

1. The Company shall pay on behalf of the "Insured" the "Insured's" "Ultimate Net Loss" and "Claims Expense", in excess of the "Insured's" self-insured retention as stated in the Declarations, as a result of "Injury" caused by an "Occurrence" that first takes place during the policy period.
2. The insurance provided by this policy applies only to the "Insured's" liability to a party, other than an "Employee", that makes a third-party claim for contribution or indemnification against the "Insured" arising out of the "Insured's" activities as an Employer. The policy does not cover the obligation of the "Insured", or any "Public Entity" that is a member of the "Insured", to pay any benefits or other payments under any "Worker's Compensation Law".

B. CONTINUATION OF SELF-INSURANCE PLAN DURING THE POLICY PERIOD

It is warranted by the "Insured" that its self-insurance plan, of which this policy is excess, shall be maintained at all times during the policy period. In the event of failure by the "Insured" to maintain such self-insurance plan during the policy period, the insurance provided by this policy shall apply in the same manner it would have applied had such self-insurance plan been so maintained in force. In no event will this policy apply to a claim within the "Insured's" self-insured retention, irrespective of whether the self-insurance plan is maintained. Notice of termination of the self-insurance plan or exhaustion of its assets must be given to the Company within thirty (30) days thereof.

C. SELF-INSURED RETENTION

The self-insured retention specified in the Declarations is the amount of "Ultimate Net Loss" and "Claims Expense" combined, to be retained by the "Insured" with respect to that portion of all claims and suits covered by this policy, arising out of each occurrence involving one or more "Employees" of the "Insured". The inclusion of more than one "Insured" shall not operate to increase the self-insured retention.

D. LIMIT OF LIABILITY

The total liability of the Company to pay on behalf of the "Insured" the "Insured's" "Ultimate Net Loss" in excess of the "Insured's" retention as a result of "Injury" caused by single "Occurrence" shall not exceed the Company's limit of liability specified in the Declarations as applicable to each "Occurrence".

II. CONDITIONS

A. NOTICE, INVESTIGATION, DEFENSE AND SETTLEMENT OF CLAIMS

1. Notice to Company

When the "Insured" has information from which it is reasonable to conclude that damages for "Injury" arising from an "Occurrence" are likely to exceed the "Insured's" self-insured retention, written notice shall be given by or on behalf of the "Insured" to the Company as soon as practicable. Such notice shall include particulars sufficient to identify the injured persons or witnesses and the fullest information available at the time. Included shall be the name of the Independent Claims Servicing Organization that processes the self-insured Worker's Compensation claims. Inadvertent failure to notify the Company of any "Occurrence", which at the time it was first reported to the "Insured" did not appear to involve an "Ultimate Net Loss" in excess of the "Insured's" self-insured retention, but which later develops an "Ultimate Net Loss" in excess of the "Insured's" self-insured retention, shall not prejudice such claim.

2. Notice to Agent

Where the terms and conditions of the policy require that notice be given to the Company, notice given by or on behalf of the "Insured", or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of the Company in the State of New York, with particulars sufficient to identify the "Insured", shall be deemed notice to the Company. Failure to give any notice required to be given within the time prescribed in the policy shall not invalidate any claim made by the "Insured", an injured person or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and notice was given as soon as was reasonably possible thereafter.

Failure to give any notice required to be given within the time prescribed herein shall not invalidate any claim made by the "Insured", injured person or any other claimant, unless the failure to provide timely notice has prejudiced the Company.

3. Investigation

The "Insured" shall be responsible for investigation of any "Occurrence" involving "Injury" to any "Employee". Such investigation may be made by a qualified investigator on the staff of the "Insured", or on behalf of the "Insured" by an Independent Claims Servicing Organization to be approved by the Company, which approval shall not be unreasonably denied. Upon request, copies of reports of such investigation shall be forwarded to the Company.

4. Defense

Defense of any suit or other proceedings, or appeal from an award, verdict, or judgment in connection therewith, shall be conducted by legal counsel appointed by the "Insured" with the approval of the Company, which approval shall not be unreasonably denied. The Company shall not be required to assume charge of the settlement or defense of any such claim, suit or proceeding instituted against the "Insured", but shall have the right and shall be given the opportunity to associate with the "Insured" in the defense and control of any claim, suit or proceeding which may exceed the "Insured's" self-insured retention. In that event the "Insured" and the Company shall fully cooperate in the defense of such claim, suit or proceeding. The Company, without any obligation to do so and at its own expense, shall have the right and shall be given the opportunity to participate with the "Insured" in negotiations for settlement of any claim or suit that appears likely to exceed the "Insured's" self-insured retention, and the "Insured" shall cooperate with the Company in such settlement negotiations. The Company may, at its discretion, assume the defense of any claim, suit or proceeding, and may, with the consent of the "Insured", such consent not to be unreasonably withheld, make such settlements as it deems appropriate. To the extent the self-insured retention applicable to the policy is in excess of \$10,000, the consent of the "Insured" is required to settle a claim falling entirely within the self-insured retention.

5. Due Diligence

The "Insured" shall use due diligence and prudence in the effort to settle all claims that in the exercise of sound judgment should be settled, but the "Insured" shall not make or agree to any voluntary settlement involving an amount in excess of the "Insured's" self-insured retention without the prior written consent of the Company.

6. Appeals

In the event the "Insured" elects not to appeal a judgment which exceeds the "Insured's" self-insured retention, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements, and interest incidental thereto, but in no event shall the liability of the Company for excess loss exceed its limits of liability under this policy.

B. INSPECTION AND AUDIT

The books and records of the "Insured" and of all agents and representatives of the "Insured" shall be open to the Company and its representatives at all times during the usual business hours for inspection of records, as far as they relate to the subject matter of this insurance.

C. ACTION AGAINST COMPANY

Except as set forth below, no action shall lie against the Company unless, as a condition precedent thereto, the "Insured" shall have fully complied with all the terms of this policy.

With respect to a claim arising out of the injury of any person, if the Company disclaims liability or denies coverage based upon the failure to provide timely notice, then the claimant may maintain an action directly against the Company, in which the sole question is the Company's disclaimer or denial based on the failure to provide timely notice, unless within 60 days following such disclaimer or denial, the "Insured" or the Company:

1. initiates an action to declare the rights of the parties under this policy; and
2. names the injured person or other claimant as a party to the action.

In the event a judgment against the "Insured" or the "Insured's" personal representative in an action brought to recover damages for injury sustained or loss or damage occasioned during the term of the policy and covered under this policy shall remain unsatisfied at the expiration of thirty days from the serving of notice of entry of judgment upon the attorney for the "Insured", or upon the "Insured", and upon the Company, then an action may, except during a stay or limited stay of execution against the "Insured" on such judgment, be maintained against the Company under the terms of the policy for the amount of such judgment not exceeding the amount of the applicable limit of coverage under such policy.

D. ASSIGNMENT

No assignment of interest under this policy shall bind the Company until its consent is endorsed hereon.

E. CHANGE OR WAIVER

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof, signed by a duly authorized representative of the Company.

F. ACCEPTANCE

This policy embodies all agreements existing between the "Insured" and the Company or any of its agents relating to the insurance afforded hereby, and supersedes all previous written or oral negotiations, commitments, and writings pertaining thereto. The "Insured's" acceptance of this policy is a condition precedent to the Company's liability hereunder.

G. BANKRUPTCY OR INSOLVENCY OF INSURED

The insolvency or bankruptcy of the "Insured" or "Insured's" estate, shall not release the Company from liability for the payment of damages for "Injury" within the coverage of this policy.

In the event of insolvency or bankruptcy of the "Insured" or "Insured's" estate, or failure to comply with any obligation pursuant to the Workers Compensation Law, the Chair of the Workers Compensation Board shall be subrogated to all the "Insured's" or "Insured's estate's" rights enforcing the provisions of this policy.

If the "insured" cannot be proceed against, we will be made a party in your place and, subject to the terms of this policy, be bound by the decisions and awards of the Workers Compensation Board.

- H.** In the event judgment against the "Insured" in an action brought to recover damages for "Injury" during the term of this policy shall remain unsatisfied at the expiration of thirty (30) days from the service of notice of entry of judgment upon the attorney for the "Insured", or the "Insured" itself, and upon the Company, then an action may, except during a stay or limited stay of execution against the "Insured" on such judgment, be maintained against the Company for the amount of such judgment not exceeding the amount of the applicable limit of coverage under this policy.

I. CANCELLATION AND NONRENEWAL

1. Cancellation During First Sixty Days

During the first sixty (60) days of the first year that this policy shall be in effect, no cancellation shall become effective until twenty (30) days after written notice is mailed to the "Insured" by the Company at the mailing address shown in the policy, unless such cancellation is due to the reasons specified in paragraph 2. of this section, and to the Chair of the Workers Compensation Board

2. Cancellation After Sixty Days

After this policy shall have been in effect for sixty (60) days, no notice of cancellation by the Company shall become effective until fifteen (15) days after notice is mailed or delivered to the "Insured" at the address shown on the policy, to the "Insured's" authorized agent or broker, and to the Chair of the Workers Compensation Board. Such cancellation may be only for one or more of the following reasons:

- a.** Nonpayment of premium provided, however, that a notice of cancellation on this ground shall inform the first Named "Insured" of the amount due.
- b.** Conviction of any "Insured" of a crime arising out of acts increasing the hazard "Insured" against;
- c.** Discovery of fraud or material misrepresentation in the application for the policy or in the presentation of a claim thereunder;
- d.** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard "Insured" against, and which occurred subsequent to inception of the current policy period;
- e.** Cancellation is required pursuant to a determination by the New York Superintendent of Insurance that continuation of the present premium volume of the Company would jeopardize the Company's solvency or be hazardous to the interests of policyholders of the Company, its creditors, or the public; or

3. A determination by the New York Superintendent of Insurance that the continuation of the policy would violate, or would place the Company in violation of, any provision of the New York Insurance Law.
Nonrenewal of this Policy by the Company
 - a. This policy shall remain in full force and effect pursuant to the same terms, conditions, and rates unless a written notice is mailed or delivered to the "Insured" by the Company, and to its authorized agent or broker, indicating the Company's intention:
 - i. Not to renew the policy;
 - ii. To condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased deductible or addition of any exclusion, or upon increased premiums in excess of ten percent; or
 - iii. That the policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice will advise the "Insured" that a second notice shall be mailed or delivered at a later date indicating the Company's intention as specified in subsection i. or ii. of this paragraph and that coverage shall continue on the same terms, conditions, and rates as the expiring policy, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered.
 - b. Any notice as described above shall contain the specific reason or reasons for nonrenewal or conditional renewal, and shall set forth the amount of any premium increase and the nature of any other proposed changes. Such notice shall be mailed or delivered at least sixty (60) but not more than one hundred twenty (120) days in advance of the end of the policy period.
4. This condition **I. CANCELLATION AND NONRENEWAL** shall not apply if the "Insured", or any agent or broker authorized by the "Insured", or another insurer of the "Insured", mails or delivers written notice to the Company that the policy has been replaced or is no longer required.
5. If the Company sends the "Insured" a late conditional renewal notice or a late nonrenewal notice as provided for in paragraph 1. above before the expiration date stated in the policy, coverage will remain in effect at the same terms and conditions of this policy until sixty (60) days after such notice is mailed or delivered, unless the "Insured" elects to cancel sooner. If the Company sends the "Insured" a late conditional renewal notice or a late non-renewal notice as provided for in paragraph a. above on or after the expiration date stated in the policy, the policy will remain in effect on the same terms and conditions for another-required policy period, and at the lower of the current rates or the prior period's rates unless the "Insured" has replaced the coverage or elects to cancel, in which event such cancellation shall be on a pro rata premium basis. This subsection 5. shall not create a new annual aggregate limit of liability under the policy provided, however, that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension provided by this subsection 5. If the "Insured" accepts the terms, conditions, and rates of a late conditional renewal notice, a new annual aggregate limit of liability shall become effective as of the inception date of the renewal.

J. SUBROGATION

In the event of payment under this policy, the Company will participate with the "Insured" and any underlying insurer in the exercise of all the "Insured's" rights of recovery against any person or organization liable, therefore. Recoveries shall be applied first to reimburse any interest (including the "Insured") that may have paid any amount, with respect to liability in excess of the limit of the Company's liability hereunder, then to reimburse the Company up to the amount paid hereunder, and lastly to reimburse such interests (including the "Insured"), to whom this insurance is excess as are entitled to claim the residue, if any. Such expense incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

K. OTHER INSURANCE

If other valid and collectible insurance is available to the "Insured" which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

L. PREMIUM COMPUTATION

The premium for this policy shall be based upon the rating basis set forth in the Declarations and shall be computed by applying the rate set forth in the Declarations to each unit of exposure generated by the "Insured" during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the Declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the "Insured" shall immediately pay the excess to the Company; if less, the Company shall return the difference to the "Insured", but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

III. EXCLUSIONS

This Policy does not apply:

- A.** To liability assumed by the "Insured" under any contract or agreement;
- B.** To any punitive, multiplied, or exemplary damages, or any fines or penalties imposed by law;
- C.** To any obligation for which the "Insured" may be held liable under any "Workmen's or Worker's Compensation Law", and unemployment compensation or disability benefits law, or under any similar law.

IV. DEFINITIONS

A. "Claims Expense"

"Claims Expense" shall mean expenses incurred by the "Insured" with the Company's consent in defense of a claim covered by this policy for investigation, medical examinations, medical testimony, court costs, interest on awards and judgments, premiums on bonds, and legal fees other than fees paid to counsel engaged by the "Insured" on a regular retainer, excluding salaries customarily paid to Employees and all other office expenses of the "Insured".

If the Company assumes the defense of any claim, suit or proceeding, "Claims Expense" shall also mean expenses incurred by the Company in defense of a claim covered by this policy for investigation, medical examinations, medical testimony, court costs, interest on awards and judgments and premium on bonds and legal fees, excluding salaries paid to employees and all other office expenses of the Company.

Claims Expense reimbursement will be provided even if the allegations of the suit are groundless, false, or fraudulent so long as allegations fall within the coverage provided.

B. "Employee"

The term "Employee" shall mean an individual who would be eligible for worker's compensation benefits payable under the self-funded insurance plan in which the insured is a participant, including any such person whose services are offered and accepted by the "Insured" on a voluntary basis.

C. "Injury"

The term "Injury" shall mean bodily injury, sickness, or disease, including death or disability, mental anguish or mental injury, sustained by an "Employee" and arising out of and in the course of such "Employee's" employment in operations within the State of New York, or operations elsewhere that are necessary or incidental thereto.

D. "Insured"

The term "Insured" shall mean:

1. A Self-Insurance Plan or other Public Entity Pool/Plan which would include the Pool/Plan named in the Declarations and all Public Entities designated in the application attached to and forming part of this policy.
2. The Public Entity named on the Declarations and any other entities (if applicable) for which the "Insured" is responsible for designated on the application attached to and forming part of this policy.

E. "Occurrence"

The term "Occurrence" shall mean an accident which results in "Injury" that is neither expected nor intended from the standpoint of the "Insured" or the "Employee". The term "Occurrence" shall not include a continuous or repeated exposure to hazardous conditions.

F. "Public Entity"

The term "Public Entity" shall mean a public entity as defined in section 107(a)(51) of the New York Insurance Law as from time to time amended.

G. "Ultimate Net Loss"

"Ultimate Net Loss", shall mean the amount the "Insured" becomes legally obligated to pay in satisfaction of a claim or suit for damages covered by this policy, either by adjudication or by compromise with the written consent of the Company, after making proper deductions for all recoveries, salvages, and other insurance (other than policies of insurance in excess of the Company's limit of liability under this policy).

H. "Workmen's or Worker's Compensation Law"

The term "Workmen's or Worker's Compensation Law" shall mean any workmen's or worker's compensation law, unemployment compensation law, non- occupational disease law, or any similar law.

IMPERIUM INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance

800 GESSNER RD, SUITE 600
 HOUSTON, TX 77024
 800-203-1179

EMPLOYERS LIABILITY SPECIFIC EXCESS DECLARATIONS

Item 1
Named Insured: _____ Mailing Address: _____

Item 2	Policy Period
From: _____	To: _____
At 12:01 A.M. Standard Time at the mailing address stated in Item 1	

Item 3	Limit of Liability:	Each Occurrence-Employee	Each Occurrence-Volunteer
---------------	----------------------------	--------------------------	---------------------------

Item 4	Self-Insured Retention
Each Occurrence	

Item 5	Premium is Payable
	\$ _____ In advance FLAT rate _____ per Employee Annual exposure estimated at: _____ Employees \$ _____ Annual Minimum Premium \$ _____ In advance adjustable Flat Rate per Employee Annual exposure estimated at: _____ Volunteer Firemen \$ _____ Annual Minimum Premium

Item 6	Endorsement(s) Effective at Inception
	Coverage Form(s)/Part(s) an Endorsement made a part of this policy at the time of Issue

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

DATE: _____

 Authorized Representative

GREAT MIDWEST INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance

800 GESSNER RD, SUITE 600
 HOUSTON, TX 77024
 800-203-1179

EMPLOYERS LIABILITY SPECIFIC EXCESS DECLARATIONS

Item 1
Named Insured: _____ Mailing Address: _____

Item 2	Policy Period
From: _____	To: _____
At 12:01 A.M. Standard Time at the mailing address stated in Item 1	

Item 3	Limit of Liability:	Each Occurrence-Employee	Each Occurrence-Volunteer
---------------	----------------------------	--------------------------	---------------------------

Item 4	Self-Insured Retention
Each Occurrence	

Item 5	Premium is Payable
	\$ _____ In advance FLAT rate _____ per Employee Annual exposure estimated at: _____ Employees \$ _____ Annual Minimum Premium \$ _____ In advance adjustable Flat Rate per Employee Annual exposure estimated at: _____ Volunteer Firemen \$ _____ Annual Minimum Premium

Item 6	Endorsement(s) Effective at Inception
	Coverage Form(s)/Part(s) an Endorsement made a part of this policy at the time of Issue

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

DATE: _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIRECT ACTION EXCLUSION

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY

- A.** This Policy does not apply to a claim against the Insured brought by:
- 1.** an "employee" or
 - 2.** an "employee's spouse, child, parent, brother or sister" for care and loss of services or consequential injury to the spouse, child, parent brothers or sister arising out of an "injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTEER FIREMEN EXCLUSION

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY

In consideration of the premium charged and as per application signed and dated by the insured which shows zero (0) volunteer firemen, it is hereby noted and agreed that Volunteer Firemen are excluded from the coverage of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY

- A.** For the additional premium specified in this Policy, it is hereby agreed that with respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Insurance Act of 2002 and the Terrorism Risk Insurance Extension Act of 2007 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which result in a cap on our liability for payments for terrorism losses.

- B.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- C.** "Certified act of terrorism" means an 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, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

- D.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any "injury" covered under any Coverage Part to which this endorsement is applicable.
2. Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part

NOTICE - OFFER OF TERRORISM COVERAGE NOTICE - DISCLOSURE OF PREMIUM

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended, you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined therein. Generally, the term "act of terrorism" means any act that is certified by the U.S. Secretary of Treasury, in concurrence with the U.S. Secretary of Homeland Security and the U.S. Attorney General, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Where coverage is afforded for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. Your policy may contain other exclusions which might affect your coverage.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage, if you accept this offer is \$ _____.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Based on the most recent renewal of TRIA, the federal share percentage is set at 80%.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed

\$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the company has met its insurer deductible under the Terrorism Risk Insurance Act, the Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

OPTION TO PURCHASE COVERAGE FOR ACTS OF TERRORISM AS DEFINED IN THE ACT

Optional coverage for Acts of Terrorism, as defined by the Act, is only available as part of the enclosed quotation. This form must be signed and returned with written request to bind coverage.

- I hereby elect to purchase terrorism coverage for the prospective premium of **\$<Populate>** as indicated on the insurance proposal.
- I hereby decline to purchase terrorism coverage for CERTIFIED ACT(S) OF TERRORISM. I understand that I will have no coverage for losses resulting from CERTIFIED ACT(S) OF TERRORISM.

Applicant's/Responsible Person's Signature _____ **Date** _____

Print Name _____ **Date** _____

IMPORTANT**EMPLOYERS LIABILITY SPECIFIC EXCESS ACCIDENT
REPORTING PROCEDURES**

1. A minimum of paperwork is required. When you complete the report a work-related accident in connection with a claim for Workers' Compensation benefits, if a serious injury is involved, merely make an extra copy of the report, and send it to the address below. Any of the following is deemed a "serious" injury:

A) A Fatality

B) A Head Injury (*Concussion, Skull Fracture*)

C) Multiple Internal Injuries

D) Loss of a Leg, Foot, Arm or Hand

E) Loss of an Eye

or other type injury that could result in permanent injury

2. Attach a memorandum indicating the name of the *Independent Claims Servicing Organization* that processes your self-insured Worker's Compensation claims.

3. Notice of Claim or Potential Claim: **Claims Department**
claims@skywardinsurance.com
(888) 321-0714

All other notices:

VP Legal
800 Gessner Rd, Suite 600
Houston, TX 77024

Worker's Compensation benefits are the exclusive remedy for injury suffered in a work-related accident in New York State. Your employees may not sue you for negligence, but they may bring an action against a third party who may have caused or contributed to the accident. In such instances, the court permits the third party to enjoin an employer as a third party defendant in the lawsuit, and Third-Party-Over actions have been instituted frequently in recent years.

Historically, there has been a consideration time lag between the date of the accident and the filing of a Third-Party-Over action alleging negligence on the part of the employer. It is difficult, and sometimes impossible, to successfully defend the employer when vital evidence is no longer available or when key witnesses cannot be located. You can help our insurer, as well as yourself, by putting the Company on notice promptly whenever an employee suffers a "serious" injury that could eventually involve a Third-Party-Over lawsuit.

IF YOU HAVE ANY QUESTIONS, CONSULT YOUR INSURANCE BROKER.

NEW YORK CLAIM EXPENSES WITHIN LIMITS OF LIABILITY ACKNOWLEDGMENT

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY AND SIGN BELOW WHERE INDICATED. IF A POLICY IS ISSUED, THIS SIGNED STATEMENT WILL BE ATTACHED TO THE POLICY.

The undersigned authorized representative of the "Insured" confirms on behalf of the "Insured" by attaching his/her signature to this statement that it is understood and agreed that legal "Claim expenses" that are incurred shall be applied against the deductible and limits of liability of this insurance policy. It is further understood and agreed that the limits of liability contained in this insurance policy shall be reduced, and maybe completely exhausted, by legal "Claim expenses" and to the extent that policy limits are thereby exceeded, the Company shall not be liable for legal "Claim expenses" or for the amount of any judgment or settlement. It is further understood and agreed that this statement will be attached to and from a part of the policy.

Signed:

(Insured Authorized Representative)

Title:

Insured:

(Firm Name)

Date:

SERFF Tracking #:

DLSN-133132764

State Tracking #:

R2022000398

Company Tracking #:

SKY-GL-EXEL-NY-RRF-2022

State: New York

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other

Product Name: Excess Employers Liability

Project Name/Number: Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

First Filing Company: Imperium Insurance Company, ...

Rate Information

Rate data applies to filing.

Filing Method: Prior Approval

Rate Change Type: Neutral

Overall Percentage of Last Rate Revision: 0.000%

Effective Date of Last Rate Revision:

Filing Method of Last Filing: n/a new program

SERFF Tracking Number of Last Filing: n/a new program

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Imperium Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Great Midwest Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking #:

DLSN-133132764

State Tracking #:

R2022000398

Company Tracking #:

SKY-GL-EXEL-NY-RRF-2022

State: New York

First Filing Company: Imperium Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other

Product Name: Excess Employers Liability

Project Name/Number: Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		EXCESS EMPLOYERS LIABILITY FILING	SKWD EXEL-NY (02-22) Pages 1 thru 4	New		Skyward Excess EL Rate Pages - New York.pdf

EXCESS EMPLOYERS' LIABILITY FILING

A. Rating Base

- Rates are applied per employee. For volunteer fireman a flat rate of \$2 volunteer is applied.

Excess Employers Liability Rates per Employee -

0 – 2,000 Employees	Policy Limit					
	40,000	100,000	200,000	250,000	500,000	1,000,000
S.I.R.						
\$10,000	5.20	7.41	9.94	10.92	14.65	15.95
\$25,000	N/A	5.52	7.96	8.93	12.41	13.71
\$50,000	N/A	3.25	5.52	6.50	9.55	10.85
\$100,000	N/A	N/A	N/A	5.20	7.75	9.03
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250

2,001 – 4,000 Employees	Policy Limit					
	40,000	100,000	200,000	250,000	500,000	1,000,000
S.I.R.						
\$10,000	4.68	6.67	8.95	9.83	13.19	14.36
\$25,000	N/A	4.97	7.16	8.04	11.17	12.34
\$50,000	N/A	2.93	4.97	5.85	8.60	9.77
\$100,000	N/A	N/A	N/A	4.68	6.98	8.13
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250

4,001 – 5,000 Employees	Policy Limit					
	40,000	100,000	200,000	250,000	500,000	1,000,000
S.I.R.						
\$10,000	3.90	5.56	7.46	8.19	10.99	11.96
\$25,000	N/A	4.14	5.97	6.70	9.31	10.28
\$50,000	N/A	2.44	4.14	4.88	7.16	8.14
\$100,000	N/A	N/A	N/A	3.90	5.81	6.77
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250

EXCESS EMPLOYERS' LIABILITY FILING

5,001 and over Employees	Policy Limit					
	40,000	100,000	200,000	250,000	500,000	1,000,000
S.I.R.						
\$10,000	2.6	3.71	4.97	5.46	7.33	7.98
\$25,000	N/A	2.76	3.98	4.47	6.21	6.86
\$50,000	N/A	1.63	2.76	3.25	4.78	5.43
\$100,000	N/A	N/A	N/A	2.60	3.88	4.52
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250

Policy limits and self-insured retentions other than those listed here may be offered, but only for limits less than \$1M and S.I.R.s greater than \$10,000. In these cases, rates will be interpolated based on the rates shown in the table.

- **Terrorism Charge 1%**

B. Rate Modifications:

Schedule rating may only be applied if premium is at least \$2500. Schedule rating will be based on the following criteria:

1. Higher exposure to hazardous activities (as evidenced by ratio of clerical staff to overall staff).
2. Effectiveness of internal communication (as evidenced by the numbers of staff in respective categories).
3. Involvement in activities ordinarily excepted from coverage, such as operation of aircraft, diving, FELA and Jones Act.
4. Injury reporting frequency.
5. Third party administrator experience in handling claims.
6. Implementation of loss control program.

Schedule modifications may not provide for modification of rates in excess of plus (+) or minus (-) 15 percent % with no more than any three or more reasons.

No experience rating will be applicable.

EXCESS EMPLOYERS' LIABILITY FILING

SCHEDULE PLAN: OBJECTIVE CRITERIA

1. Activities of Employees (+/- 10%)

A debit or credit will be applied based upon the types of occupation of the entity's employees. The number of employees will be broken down by the following lines of work:

- Administrative/clerical
- Firemen
- Teachers
- Street maintenance
- Other ("Other is defined as employees presenting an exposure to claims that is greater than administrative/clerical persons.)

If 50% or more of the employees fall into the administrative/clerical category, a credit of up to 10% may be applied on a proportional basis rounded to the nearest percentage, e.g., if 75% of the employees are administrative/clerical, a credit of 5% may be applied. If 50% or more of the employees fall into the remaining categories, a debit of up to 10% may be applied, also on a proportional basis.

2. Management

If the entity's management has demonstrated adequate control and monitoring of the risks and exposures of the entity, it will receive a credit. An example of entity, which could receive a credit, would employ a dedicated risk manager and have favorable financial conditions.

An entity with poor management or was in a poor financial condition would receive a debit.

3. Activities Within Policy Exclusions (+/- 10%)

In most cases, this criteria would generate no debits or credits. Entities whose employees are engaged in activities not ordinarily pursued by similar entities, such as aircraft operations, diving, and so forth, could receive a debit of up to 2% per activity. Entities whose employees are engaged in activities that are less hazardous than that of similar entities could receive a credit.

4. Injury reporting Frequency (+/- 10%)

No debit or credit would be applied to entities that have had no claims, or occurrences that could lead to a claim, in the past five years, or which have had two or more claims or occurrences per year in the last year. A debit of up to 10% would be applied for more than two claims or occurrences during the last year. A credit of up to 10% would be applied if no claims or occurrences had been reported for the last five years or more.

EXCESS EMPLOYERS' LIABILITY FILING

5. Third-Party Administrator (+/- 10%)

If claims within the entity's SIR are handled by an established administrator with experience in handling the type of claim in question, a credit of up to 10% will be applied based on the administrator's qualifications, standing, experience, and demonstrated performance in handling losses. If the administrator has little experience or expertise, or has a history of handling claims poorly a debit of up to 10% will be applied, if there is not administrator, the same criteria and debits and credits will be applied to the subject entity.

6. Risk Management Program (- 10%)

This criteria will only generate a credit. An entity that has established a working risk management program to minimize the frequency and severity of claims will receive a credit. An entity which has an incident reporting system, occurrence screening, and other mechanisms to address potential and actual claim could receive the maximum credit of 10%.

State: New York

First Filing Company: Imperium Insurance Company, ...

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other

Product Name: Excess Employers Liability

Project Name/Number: Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Supporting Document Schedules

Satisfied - Item:	Commercial Liability Insurance Review Standards Checklist
Comments:	
Attachment(s):	commexcess_rsc.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Consent-to-rate requirements
Bypass Reason:	Not a consent to rate filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Commercial Liability Insurance Form Filing Compliance Questionnaire
Comments:	
Attachment(s):	CII_Updated.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)
Comments:	
Attachment(s):	clcnr_cq.pdf
Item Status:	
Status Date:	

Bypassed - Item:	Defense-Within-Limits Policies Form Filing Compliance Questionnaire
Bypass Reason:	n/a - This is not defense within limits.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Rates and/or Rating Plans
Comments:	

State: New York**First Filing Company:** Imperium Insurance Company, ...**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1022 Other**Product Name:** Excess Employers Liability**Project Name/Number:** Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Attachment(s):	ratefilingseq.pdf Exhibit RT-4 - Insurer and Program Information.pdf Exhibit CMP- 1.pdf Exhibit CMP- 2.pdf Exhibit RP-1.pdf Exhibit MRP-1 .pdf
Item Status:	
Status Date:	
Bypassed - Item:	Side-By-Side Comparisons
Bypass Reason:	n/a - Initial offering of the product
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Audit Provisions/premium Audit Rules
Bypass Reason:	Policy does not include an audit provision
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Minimum Premium/Return Premium and Minimum Earned Premium Rules
Bypass Reason:	filing is an exact me too of a competitor filing for this product
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Worldwide Coverage provisions or Endorsements
Bypass Reason:	Not duty to defend provisions - not applicable
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Prior Acts Coverage with an Occurrence Policy
Bypass Reason:	Not applicable to product
Attachment(s):	
Item Status:	
Status Date:	

SERFF Tracking #:

DLSN-133132764

State Tracking #:

R2022000398

Company Tracking #:

SKY-GL-EXEL-NY-RRF-2022

State: New York**First Filing Company:** Imperium Insurance Company, ...**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1022 Other**Product Name:** Excess Employers Liability**Project Name/Number:** Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Bypassed - Item:	Sexual harassment coverage requirements
Bypass Reason:	Not applicable to this filing.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Letter of Authorization
Comments:	
Attachment(s):	IIC MFC LOA.pdf GMIC MFC LOA.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Response to NYSID Request
Comments:	
Attachment(s):	SKWD EL 00 01 01 22 - SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY - REDLINE.pdf excesswc_rsc.pdf wce_cq.pdf
Item Status:	
Status Date:	

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 1 OF 3

COMPANY Imperium Ins. Co. & Great Midwest Ins. Co.	Co. File No. SKY-GL-EEL-NY-RRF-2022
Company Contact: Michelle Freitag	Phone Number: 954-501-5267
E-Mail Address: michelle@mfreitagconsulting.com	Claims Made Eligible? No
Sub-Type of Insurance 17.1022 Other	Type of Insurance 17.1 Other Liability-Occ Only

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and/or 3426. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

I. ALL POLICIES

A. Policy complies with §2307 as follows:

- | | | | |
|--|------------------------------|--|--|
| 1. Is there coverage for any of the following? | | | |
| a. Punitive or exemplary damages | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | |
| b. Intentional acts | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | |
| c. Assault and battery, except for defense of person or property | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | |

B. Does the policy comply with § 3420 as follows?

- | | | | |
|--|---|-----------------------------|--|
| 1. Policy is written on a "pay on behalf of" basis rather than on an indemnification basis | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | |
| 2. Policy contains a proper insolvency clause | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | |
| 3. Policy contains a proper judgment clause, and does not include the requirement that the judgment be "final", or obtained "after actual trial" | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | |
| 4. Policy contains a provision permitting notice of claim to be given to company's agent. | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | |
| 5. Is there a provision that failure to give timely notice shall not invalidate any claim if such notice is given as soon as reasonably possible? [NYIL §3420(a)(4)] | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | |
| 6. Is there a provision that failure to give timely notice shall not invalidate any claim, unless such failure has prejudiced the insurer? [NYIL §3420(a)(5)] | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | |
| 7. Is there a provision that, with respect to all liability claims (except property damage), if the insurer disclaims liability or denies coverage based upon the failure to provide timely notice, the injured person or other claimant may maintain an action directly against the insurer, provided the disclaimer or denial is based on such failure? [NYIL §3420(a)(6)] | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> | |

C. Defense Provisions

- | | | | |
|--|------------------------------|--|------------------------------|
| 1. Policy provides defense even if allegations are groundless, false or fraudulent? | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | Form has no "duty to defend" |
| 2. Policy provides for the orderly transfer of defense duties when a limit of liability is used up in the payment of judgements or settlements | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | Form has no "duty to defend" |
| 3. <input type="checkbox"/> Policy is written on a defense within limits basis; Does it comply with Regulation 107? (complete DWL checklist) | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> | Form has no "duty to defend" |

D. If policy includes coverage for personal injury, does it contain, in substance, the items contained in §1113(a)(13)? YES NO Form does not cover personal injury

E. If the policy covers bodily injury, and that definition does not include mental anguish that results from a wrongful act, is some form of rate relief given? YES NO

F. Does policy language comply with §3426? (complete §3426 checklist) YES NO

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

COMPANY Imperium Insurance Company & Great Midwest Insurance Company

Sub-Type of Insurance 17.1022 Other

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and/or 3426. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

I. ALL POLICIES (continued)

- | | | | |
|---|--|---|---|
| <p>G. <input type="checkbox"/> Policy is written on a claims-made basis; Does it comply with Regulation 121? (complete claims-made checklist)</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>Not claims made</p> |
| <p>H. Does the policy contain warranties that violate §3105 or §3106?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>I. If more than one policy issued by the company/affiliate covers the loss, is coverage limited to the policy with the highest limit?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>J. Does the policy contain a definition of loading or unloading?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>K. Does the policy contain the name of an unlicensed company?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>L. Are there any blank forms?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>M. Are all forms numbered?</p> | <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | <p></p> |
| <p>N. Policy application:</p> | | | |
| <p>1. Has been filed for approval if part of the policy</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>does not form part of policy</p> |
| <p>2. Complies with Regulation 95</p> | <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | <p></p> |
| <p>O. If policy contains a tobacco exclusion, is the exclusion limited to the deleterious health effects associated with the use of such products?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>no tobacco exclusions</p> |
| <p>P. Is there a provision requiring that disputes between the company and insured be resolved through arbitration?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |

II. "LEGAL SERVICES INSURANCE" IN LIABILITY POLICIES

- A.** Indicate below which, if any, "Legal Services Insurance" coverages are provided (See Department Regulation 162) Unless "None" is checked, complete Legal Services Insurance Checklist
- (i) Defense only coverage for administrative proceedings
 - (ii) Defense coverage for claims seeking injunctive or other non pecuniary relief
 - (iii) Defense of allegations which are excluded
 - (iv) Coverage for insured who initiates legal action
 - (v) Other _____ (Specify)
 - (vi) None

III. DIRECTORS AND OFFICERS POLICIES

In addition to the requirements of I and II above, does the policy contain the minimum retention and coinsurance amounts required by Regulation 110?

<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>Not D&O</p>
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IV. EMPLOYEE BENEFITS POLICIES

In addition to the requirements of I and II above, does the policy contain any coverages which would substantially provide for the giving of legal advice?

<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>No employee benefits</p>
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NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

COMPANY Imperium Insurance Company & Great Midwest Ins. Co.

Sub-Type of Insurance 17.1022 Other

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and/or 3426. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

<p>V. If the policy is a following form excess liability policy, does it contain language conforming policy to all New York requirements if an unlicensed company is an underlying carrier?</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>Not a follow form excess</p>
<p>VI. For Umbrella Policies</p>			
<p>1. Insureds consent is required to settle claims within the insured's retention, unless such consent is unreasonably withheld</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>Not an umbrellas policy</p>
<p>2. Policy provides coverage for Workers Compensation and Employers Liability where an employee is subject to the NY Workers Compensation Law</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p></p>
<p>VII. Employment Practices</p>			
<p>In addition to the requirements of I and II above, coverage is provided only for claims resulting from disparate impact or vicarious liability</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>Not employment practices coverage</p>
<p>VIII. Does the policy contain a pollution exclusion or definition that includes any of the following as a pollutant:</p>			
<p>Lead</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p></p>
<p>Noise</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p></p>
<p>Electromagnetic Fields</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p></p>
<p>IX. If the policy contains a lead exclusion:</p>			
<p>1. Is there a manual rule providing for a premium reduction of between 2% and 10% (1% for BOPS)? Note: For Commercial Umbrella or Excess Liability policies there must be a credit of between 2% and 10% if the underlying coverage does not have a lead exclusion or when the policy premium is not based upon the underlying premium.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p></p>
<p>2. Is there a manual rule that the exclusion may only be attached to policies insuring structures built prior to 1980 which have a significant potential lead exposure and have not undergone lead abatement procedures?</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>N/A</p>
<p>X. PURCHASING GROUPS</p>			
<p>In addition to compliance with all form and rate requirements, Notice of Intent has been filed with Excess Lines Unit of the Property Bureau.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input checked="" type="checkbox"/></p>	<p>Not applicable to filing</p>

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

INSURER AND PROGRAM INFORMATION

- This is a proprietary program to cover self-insured municipalities in New York State.
- The Program is designed to cover entire County Plans that can include the county, cities, villages, towns, volunteer firemen and school districts.
- Where the county is self-insured and does not purchase the coverage individual entities can still purchase the coverage.
- For there to be coverage, a claim must involve a serious injury. The definition of serious is
 - A fatality
 - A head injury (concussion, skull fracture)
 - Multiple internal injuries
 - Loss of a leg, foot arm or hand
 - Loss of an eye
 - Other type of injury that results in a permanent injury
- The Limits of Liability available are \$100,000 to \$1,000,000. Self-Insured Retentions are \$10,000 to \$100,000. In many counties, the individual entities are responsible for paying the EL retention. By bringing that retention down to a more reasonable range, it relieves them from having to have large reserves set up for the retention.
- The premium is based on the total number of employees, and the total number of volunteers. There are separate rates for each, depending on the Limit and Retention taken.
- Insures who have provided include Crum & Forster, Coregis, United States Liability and Capital Special Insurance Companies.
- Imperium Insurance Company has chosen to mirror the product filing of Capitol Indemnity program, SERFF Tracking # CAPC-126838859, filed in 2010 and approved on 4/13/2011. The only changes are those to the terrorism forms and disclosure notices due to changes in the TRIA act. The Capitol Indemnity program was a mirror filing of United States Liability Insurance Group filing, NYSID File No: R99002290 with approval received July 21, 1999. The Capitol Indemnity filing was revised during the review process due to recent changes in statutes at that time.

COMPANY ANALYSIS

Imperium Insurance Company has chosen to mirror the product filing of Capitol Indemnity program, SERFF Tracking # CAPC-126838859, filed in 2010 and approved on 4/13/2011. The only changes are those to the terrorism forms and disclosure notices due to changes in the TRIA act. The Capitol Indemnity program was a mirror filing of United States Liability Insurance Group filing, NYSID File No: R99002290 with approval received July 21, 1999. The Capitol Indemnity filing was revised during the review process due to recent changes in statutes at that time.

BASE RATE AND RATING FACTOR COMPARISON

Capitol Indemnity Plan							Imperium/Great Midwest Plan						
A. Rating Base							A. Rating Base						
• Rates are applied per employee. For volunteer fireman a flat rate of \$2 volunteer is applied.							• Rates are applied per employee. For volunteer fireman a flat rate of \$2 volunteer is applied.						
Excess Employers Liability Rates per Employee -							Excess Employers Liability Rates per Employee -						
0 – 2,000 Employees	Policy Limit						0 – 2,000 Employees	Policy Limit					
S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000	S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000
\$10,000	5.20	7.41	9.94	10.92	14.65	15.95	\$10,000	5.20	7.41	9.94	10.92	14.65	15.95
\$25,000	N/A	5.52	7.96	8.93	12.41	13.71	\$25,000	N/A	5.52	7.96	8.93	12.41	13.71
\$50,000	N/A	3.25	5.52	6.50	9.55	10.85	\$50,000	N/A	3.25	5.52	6.50	9.55	10.85
\$100,000	N/A	N/A	N/A	5.20	7.75	9.03	\$100,000	N/A	N/A	N/A	5.20	7.75	9.03
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250	MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250
2,001 – 4,000 Employees	Policy Limit						2,001 – 4,000 Employees	Policy Limit					
S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000	S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000
\$10,000	4.68	6.67	8.95	9.83	13.19	14.36	\$10,000	4.68	6.67	8.95	9.83	13.19	14.36
\$25,000	N/A	4.97	7.16	8.04	11.17	12.34	\$25,000	N/A	4.97	7.16	8.04	11.17	12.34
\$50,000	N/A	2.93	4.97	5.85	8.60	9.77	\$50,000	N/A	2.93	4.97	5.85	8.60	9.77
\$100,000	N/A	N/A	N/A	4.68	6.98	8.13	\$100,000	N/A	N/A	N/A	4.68	6.98	8.13
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250	MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250

BASE RATE AND RATING FACTOR COMPARISON

Capitol Indemnity Plan							Imperium/Great Midwest Plan							
4,001 – 5,000 Employees		Policy Limit						4,001 – 5,000 Employees		Policy Limit				
S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000		S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000
\$10,000	3.90	5.56	7.46	8.19	10.99	11.96		\$10,000	3.90	5.56	7.46	8.19	10.99	11.96
\$25,000	N/A	4.14	5.97	6.70	9.31	10.28		\$25,000	N/A	4.14	5.97	6.70	9.31	10.28
\$50,000	N/A	2.44	4.14	4.88	7.16	8.14		\$50,000	N/A	2.44	4.14	4.88	7.16	8.14
\$100,000	N/A	N/A	N/A	3.90	5.81	6.77		\$100,000	N/A	N/A	N/A	3.90	5.81	6.77
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250		MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250
5,001 and over Employees		Policy Limit						5,001 and over Employees		Policy Limit				
S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000		S.I.R.	40,000	100,000	200,000	250,000	500,000	1,000,000
\$10,000	2.6	3.71	4.97	5.46	7.33	7.98		\$10,000	2.6	3.71	4.97	5.46	7.33	7.98
\$25,000	N/A	2.76	3.98	4.47	6.21	6.86		\$25,000	N/A	2.76	3.98	4.47	6.21	6.86
\$50,000	N/A	1.63	2.76	3.25	4.78	5.43		\$50,000	N/A	1.63	2.76	3.25	4.78	5.43
\$100,000	N/A	N/A	N/A	2.60	3.88	4.52		\$100,000	N/A	N/A	N/A	2.60	3.88	4.52
MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250		MINIMUM PREMIUM	\$750	\$750	\$900	\$950	\$1100	\$1250
Policy limits and self-insured retentions other than those listed here may be offered, but only for limits less than \$1M and S.I.R.s greater than \$10,000. In these cases, rates will be interpolated based on the rates shown in the table.								Policy limits and self-insured retentions other than those listed here may be offered, but only for limits less than \$1M and S.I.R.s greater than \$10,000. In these cases, rates will be interpolated based on the rates shown in the table.						
• Terrorism Charge 1%								• Terrorism Charge 1%						

BASE RATE AND RATING FACTOR COMPARISON

Capitol Indemnity Plan	Imperium/Great Midwest Plan
<p>B. Rate Modifications:</p>	<p>B. Rate Modifications:</p>
<p>Schedule rating may only be applied if premium is at least \$2500. Schedule rating will be based on the following criteria:</p> <ol style="list-style-type: none"> 1. Higher exposure to hazardous activities (as evidenced by ratio of clerical staff to overall staff). 2. Effectiveness of internal communication (as evidenced by the numbers of staff in respective categories). 3. Involvement in activities ordinarily excepted from coverage, such as operation of aircraft, diving, FELA and Jones Act. 4. Injury reporting frequency. 5. Third party administrator experience in handling claims. 6. Implementation of loss control program. <p>Schedule modifications may not provide for modification of rates in excess of plus (+) or minus (-) 15 percent % with no more than any three or more reasons.</p>	<p>Schedule rating may only be applied if premium is at least \$2500. Schedule rating will be based on the following criteria:</p> <ol style="list-style-type: none"> 1. Higher exposure to hazardous activities (as evidenced by ratio of clerical staff to overall staff). 2. Effectiveness of internal communication (as evidenced by the numbers of staff in respective categories). 3. Involvement in activities ordinarily excepted from coverage, such as operation of aircraft, diving, FELA and Jones Act. 4. Injury reporting frequency. 5. Third party administrator experience in handling claims. 6. Implementation of loss control program. <p>Schedule modifications may not provide for modification of rates in excess of plus (+) or minus (-) 15 percent % with no more than any three or more reasons.</p>
<p>No experience rating will be applicable.</p>	<p>No experience rating will be applicable.</p>

BASE RATE AND RATING FACTOR COMPARISON

Capitol Indemnity Plan	Imperium/Great Midwest Plan
SCHEDULE PLAN: OBJECTIVE CRITERIA	SCHEDULE PLAN: OBJECTIVE CRITERIA
<p>1. Activities of Employees (+/- 10%)</p> <p>A debit or credit will be applied based upon the types of occupation of the entity's employees. The number of employees will be broken down by the following lines of work:</p> <ul style="list-style-type: none"> • Administrative/clerical • Firemen • Teachers • Street maintenance • Other ("Other is defined as employees presenting an exposure to claims that is greater than administrative/clerical persons.) <p>If 50% or more of the employees fall into the administrative/clerical category, a credit of up to 10% may be applied on a proportional basis rounded to the nearest percentage, e.g., if 75% of the employees are administrative/clerical, a credit of 5% may be applied. If 50% or more of the employees fall into the remaining categories, a debit of up to 10% may be applied, also on a proportional basis.</p>	<p>1. Activities of Employees (+/- 10%)</p> <p>A debit or credit will be applied based upon the types of occupation of the entity's employees. The number of employees will be broken down by the following lines of work:</p> <ul style="list-style-type: none"> • Administrative/clerical • Firemen • Teachers • Street maintenance • Other ("Other is defined as employees presenting an exposure to claims that is greater than administrative/clerical persons.) <p>If 50% or more of the employees fall into the administrative/clerical category, a credit of up to 10% may be applied on a proportional basis rounded to the nearest percentage, e.g., if 75% of the employees are administrative/clerical, a credit of 5% may be applied. If 50% or more of the employees fall into the remaining categories, a debit of up to 10% may be applied, also on a proportional basis.</p>
<p>2. Management</p> <p>If the entity's management has demonstrated adequate control and monitoring of the risks and exposures of the entity, it will receive a credit. An example of entity, which could receive a credit, would employ a dedicated risk manage and have favorable financial conditions.</p> <p>An entity with poor management or was in a poor financial condition would receive a debit.</p>	<p>2. Management</p> <p>If the entity's management has demonstrated adequate control and monitoring of the risks and exposures of the entity, it will receive a credit. An example of entity, which could receive a credit, would employ a dedicated risk manage and have favorable financial conditions.</p> <p>An entity with poor management or was in a poor financial condition would receive a debit.</p>

BASE RATE AND RATING FACTOR COMPARISON

Capitol Indemnity Plan	Imperium/Great Midwest Plan
<p>3. Activities Within Policy Exclusions (+/- 10%)</p> <p>In most cases, this criteria would generate no debits or credits. Entities whose employees are engaged in activities not ordinarily pursued by similar entities, such as aircraft operations, diving, and so forth, could receive a debit of up to 2% per activity. Entities whose employees are engaged in activities that are less hazardous than that of similar entities could receive a credit.</p>	<p>3. Activities Within Policy Exclusions (+/- 10%)</p> <p>In most cases, this criteria would generate no debits or credits. Entities whose employees are engaged in activities not ordinarily pursued by similar entities, such as aircraft operations, diving, and so forth, could receive a debit of up to 2% per activity. Entities whose employees are engaged in activities that are less hazardous than that of similar entities could receive a credit.</p>
<p>4. Injury reporting Frequency (+/- 10%)</p> <p>No debit or credit would be applied to entities that have had no claims, or occurrences that could lead to a claim, in the past five years, or which have had two or more claims or occurrences per year in the last year. A debit of up to 10% would be applied for more than two claims or occurrences during the last year. A credit of up to 10% would be applied if noclaims or occurrences had been reported for the last five years or more.</p>	<p>4. Injury reporting Frequency (+/- 10%)</p> <p>No debit or credit would be applied to entities that have had no claims, or occurrences that could lead to a claim, in the past five years, or which have had two or more claims or occurrences per year in the last year. A debit of up to 10% would be applied for more than two claims or occurrences during the last year. A credit of up to 10% would be applied if noclaims or occurrences had been reported for the last five years or more.</p>
<p>5. Third-Party Administrator (+/- 10%)</p> <p>If claims within the entity's SIR are handled by an established administrator with experience in handling the type of claim in question, a credit of up to 10% will be applied based on the administrator's qualifications, standing, experience, and demonstrated performance in handling losses. If the administrator has little experience or expertise, or has a history of handling claims poorly a debit of up to 10% will be applied, if there is not administrator, the same criteria and debits and credits will be applied to the subject entity.</p>	<p>5. Third-Party Administrator (+/- 10%)</p> <p>If claims within the entity's SIR are handled by an established administrator with experience in handling the type of claim in question, a credit of up to 10% will be applied based on the administrator's qualifications, standing, experience, and demonstrated performance in handling losses. If the administrator has little experience or expertise, or has a history of handling claims poorly a debit of up to 10% will be applied, if there is not administrator, the same criteria and debits and credits will be applied to the subject entity.</p>
<p>6. Risk Management Program (- 10%)</p> <p>This criteria will only generate a credit. An entity that has established a working risk management program to minimize the frequency and severity of claims will receive a credit. An entity which has an incident reporting system, occurrence screening, and other mechanisms to address potential and actual claim could receive the maximum credit of 10%.</p>	<p>6. Risk Management Program (- 10%)</p> <p>This criteria will only generate a credit. An entity that has established a working risk management program to minimize the frequency and severity of claims will receive a credit. An entity which has an incident reporting system, occurrence screening, and other mechanisms to address potential and actual claim could receive the maximum credit of 10%.</p>

RATING PLANS

This program uses schedule rating only. The schedule rating plan is as follows:

Schedule rating may only be applied if premium is at least \$2500. Schedule rating will be based on the following criteria:

1. Higher exposure to hazardous activities (as evidenced by ratio of clerical staff to overall staff).
2. Effectiveness of internal communication (as evidenced by the numbers of staff in respective categories).
3. Involvement in activities ordinarily excepted from coverage, such as operation of aircraft, diving, FELA and Jones Act.
4. Injury reporting frequency.
5. Third party administrator experience in handling claims.
6. Implementation of loss control program.

Schedule modifications may not provide for modification of rates in excess of plus (+) or minus (-) 15 percent % with no more than any three or more reasons.

SCHEDULE PLAN: OBJECTIVE CRITERIA

1. Activities of Employees (+/- 10%)

A debit or credit will be applied based upon the types of occupation of the entity's employees. The number of employees will be broken down by the following lines of work:

- Administrative/clerical
- Firemen
- Teachers
- Street maintenance
- Other ("Other is defined as employees presenting an exposure to claims that is greater than administrative/clerical persons.)

If 50% or more of the employees fall into the administrative/clerical category, a credit of up to 10% may be applied on a proportional basis rounded to the nearest percentage, e.g., if 75% of the employees are administrative/clerical, a credit of 5% may be applied. If 50% or more of the employees fall into the remaining categories, a debit of up to 10% may be applied, also on a proportional basis.

2. Management

If the entity's management has demonstrated adequate control and monitoring of the risks and exposures of the entity, it will receive a credit. An example of an entity, which could receive a credit, would employ a dedicated risk manager and have favorable financial conditions.

An entity with poor management or was in a poor financial condition would receive a debit.

3. Activities Within Policy Exclusions (+/- 10%)

In most cases, this criteria would generate no debits or credits. Entities whose employees are engaged in activities not ordinarily pursued by similar entities, such as aircraft operations, diving, and so forth, could receive a debit of up to 2% per activity. Entities whose employees are engaged in activities that are less hazardous than that of similar entities could receive a credit.

4. Injury reporting Frequency (+/- 10%)

No debit or credit would be applied to entities that have had no claims, or occurrences that could lead to a claim, in the past five years, or which have had two or more claims or occurrences per year in the last year. A debit of up to 10% would be applied for more than two claims or occurrences during the last year. A credit of up to 10% would be applied if no claims or occurrences had been reported for the last five years or more.

5. Third-Party Administrator (+/- 10%)

If claims within the entity's SIR are handled by an established administrator with experience in handling the type of claim in question, a credit of up to 10% will be applied based on the administrator's qualifications, standing, experience, and demonstrated performance in handling losses. If the administrator has little experience or expertise, or has a history of handling claims poorly a debit of up to 10% will be applied, if there is not administrator, the same criteria and debits and credits will be applied to the subject entity.

6. Risk Management Program (- 10%)

This criteria will only generate a credit. An entity that has established a working risk management program to minimize the frequency and severity of claims will receive a credit. An entity which has an incident reporting system, occurrence screening, and other mechanisms to address potential and actual claim could receive the maximum credit of 10%.

IMPERIUM INSURANCE COMPANY
GREAT MIDWEST INSURANCE COMPANY
NEW YORK SPECIFIC EXCESS EMPLOYERS LIABILITY INSURANCE

MRP-1

MANUAL RATE PAGES

Please refer to the manual pages that are under the rate/rule tab in SERFF.

IMPERIUM INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance

January 12, 2022

Re: Imperium Insurance Company
NAIC # 35408
FEIN # 117201

To Whom It May Concern:

M Freitag Consulting, LLC is hereby authorized to submit rate, rule, and form filings on behalf of Imperium Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary.

Please direct all correspondences and inquiries related to this filing to M Freitag Consulting, LLC. Contact information is as follows:

Michelle Freitag, FCAS, MAAA
M Freitag Consulting, LLC
1110 Little Harbor Drive
Deerfield Beach, FL 33441
Phone: (954) 501-5267
Email: michelle@mfreitagconsulting.com

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie Shaunty". The signature is stylized and cursive, with a large, sweeping flourish at the end.

Leslie Shaunty
General Counsel
713-935-4951
lshaunty@skywardinsurance.com

GREAT MIDWEST INSURANCE COMPANY

A Subsidiary of Skyward Specialty Insurance

January 12, 2022

Re: Great Midwest Insurance Company
NAIC # 18694
FEIN # 377649

To Whom It May Concern:

M Freitag Consulting, LLC is hereby authorized to submit rate, rule, and form filings on behalf of Great Midwest Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary.

Please direct all correspondences and inquiries related to this filing to M Freitag Consulting, LLC. Contact information is as follows:

Michelle Freitag, FCAS, MAAA
M Freitag Consulting, LLC
1110 Little Harbor Drive
Deerfield Beach, FL 33441
Phone: (954) 501-5267
Email: michelle@mfreitagconsulting.com

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie Shaunty". The signature is stylized and includes a large, sweeping flourish at the end.

Leslie Shaunty
General Counsel
713-935-4951
lshaunty@skywardinsurance.com

SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY

Notice: This Policy does not cover claims for worker's compensation benefits

In consideration of the premium and the statements made to the Company in the application and subject to all of the terms of this policy, the Company agrees with the Insured as follows:

I. INSURING AGREEMENTS

A. COVERAGE

1. The Company shall pay on behalf of the "Insured" the "Insured's" "Ultimate Net Loss" and "Claims Expense", in excess of the "Insured's" self-insured retention as stated in the Declarations, as a result of "Injury" caused by an "Occurrence" that first takes place during the policy period.
2. The insurance provided by this policy applies only to the "Insured's" liability to a party, other than an "Employee", that makes a third-party claim for contribution or indemnification against the "Insured" arising out of the "Insured's" activities as an Employer. The policy does not cover the obligation of the "Insured", or any "Public Entity" that is a member of the "Insured", to pay any benefits or other payments under any "Worker's Compensation Law".

B. CONTINUATION OF SELF-INSURANCE PLAN DURING THE POLICY PERIOD

It is warranted by the "Insured" that its self-insurance plan, of which this policy is excess, shall be maintained at all times during the policy period. In the event of failure by the "Insured" to maintain such self-insurance plan during the policy period, the insurance provided by this policy shall apply in the same manner it would have applied had such self-insurance plan been so maintained in force. In no event will this policy apply to a claim within the "Insured's" self-insured retention, irrespective of whether the self-insurance plan is maintained. Notice of termination of the self-insurance plan or exhaustion of its assets must be given to the Company within thirty (30) days thereof.

C. SELF-INSURED RETENTION

The self-insured retention specified in the Declarations is the amount of "Ultimate Net Loss" and "Claims Expense" combined, to be retained by the "Insured" with respect to that portion of all claims and suits covered by this policy, arising out of each occurrence involving one or more "Employees" of the "Insured". The inclusion of more than one "Insured" shall not operate to increase the self-insured retention.

D. LIMIT OF LIABILITY

The total liability of the Company to pay on behalf of the "Insured" the "Insured's" "Ultimate Net Loss" in excess of the "Insured's" retention as a result of "Injury" caused by single "Occurrence" shall not exceed the Company's limit of liability specified in the Declarations as applicable to each "Occurrence".

II. CONDITIONS

A. NOTICE, INVESTIGATION, DEFENSE AND SETTLEMENT OF CLAIMS

1. Notice to Company

When the "Insured" has information from which it is reasonable to conclude that damages for "Injury" arising from an "Occurrence" are likely to exceed the "Insured's" self-insured retention, written notice shall be given by or on behalf of the "Insured" to the Company as soon as practicable. Such notice shall include particulars sufficient to identify the injured persons or witnesses and the fullest information available at the time. Included shall be the name of the Independent Claims Servicing Organization that processes the self-insured Worker's Compensation claims. Inadvertent failure to notify the Company of any "Occurrence", which at the time it was first reported to the "Insured" did not appear to involve an "Ultimate Net Loss" in excess of the "Insured's" self-insured retention, but which later develops an "Ultimate Net Loss" in excess of the "Insured's" self-insured retention, shall not prejudice such claim.

2. Notice to Agent

Where the terms and conditions of the policy require that notice be given to the Company, notice given by or on behalf of the "Insured", or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of the Company in the State of New York, with particulars sufficient to identify the "Insured", shall be deemed notice to the Company. Failure to give any notice required to be given within the time prescribed in the policy shall not invalidate any claim made by the "Insured", an injured person or by any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and notice was given as soon as was reasonably possible thereafter.

Failure to give any notice required to be given within the time prescribed herein shall not invalidate any claim made by the "Insured", injured person or any other claimant, unless the failure to provide timely notice has prejudiced the Company.

3. Investigation

The "Insured" shall be responsible for investigation of any "Occurrence" involving "Injury" to any "Employee". Such investigation may be made by a qualified investigator on the staff of the "Insured", or on behalf of the "Insured" by an Independent Claims Servicing Organization to be approved by the Company, which approval shall not be unreasonably denied. Upon request, copies of reports of such investigation shall be forwarded to the Company.

4. Defense

Defense of any suit or other proceedings, or appeal from an award, verdict, or judgment in connection therewith, shall be conducted by legal counsel appointed by the "Insured" with the approval of the Company, which approval shall not be unreasonably denied. The Company shall not be required to assume charge of the settlement or defense of any such claim, suit or proceeding instituted against the "Insured", but shall have the right and shall be given the opportunity to associate with the "Insured" in the defense and control of any claim, suit or proceeding which may exceed the "Insured's" self-insured retention. In that event the "Insured" and the Company shall fully cooperate in the defense of such claim, suit or proceeding. The Company, without any obligation to do so and at its own expense, shall have the right and shall be given the opportunity to participate with the "Insured" in negotiations for settlement of any claim or suit that appears likely to exceed the "Insured's" self-insured retention, and the "Insured" shall cooperate with the Company in such settlement negotiations. The Company may, at its discretion, assume the defense of any claim, suit or proceeding, and may, with the consent of the "Insured", such consent not to be unreasonably withheld, make such settlements as it deems appropriate. To the extent the self-insured retention applicable to the policy is in excess of \$10,000, the consent of the "Insured" is required to settle a claim falling entirely within the self-insured retention.

5. Due Diligence

The "Insured" shall use due diligence and prudence in the effort to settle all claims that in the exercise of sound judgment should be settled, but the "Insured" shall not make or agree to any voluntary settlement involving an amount in excess of the "Insured's" self-insured retention without the prior written consent of the Company.

6. Appeals

In the event the "Insured" elects not to appeal a judgment which exceeds the "Insured's" self-insured retention, the Company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements, and interest incidental thereto, but in no event shall the liability of the Company for excess loss exceed its limits of liability under this policy.

B. INSPECTION AND AUDIT

The books and records of the "Insured" and of all agents and representatives of the "Insured" shall be open to the Company and its representatives at all times during the usual business hours for inspection of records, as far as they relate to the subject matter of this insurance.

C. ACTION AGAINST COMPANY

Except as set forth below, no action shall lie against the Company unless, as a condition precedent thereto, the "Insured" shall have fully complied with all the terms of this policy.

With respect to a claim arising out of the injury of any person, if the Company disclaims liability or denies coverage based upon the failure to provide timely notice, then the claimant may maintain an action directly against the Company, in which the sole question is the Company's disclaimer or denial based on the failure to provide timely notice, unless within 60 days following such disclaimer or denial, the "Insured" or the Company:

1. initiates an action to declare the rights of the parties under this policy; and
2. names the injured person or other claimant as a party to the action.

In the event a judgment against the "Insured" or the "Insured's" personal representative in an action brought to recover damages for injury sustained or loss or damage occasioned during the term of the policy and covered under this policy shall remain unsatisfied at the expiration of thirty days from the serving of notice of entry of judgment upon the attorney for the "Insured", or upon the "Insured", and upon the Company, then an action may, except during a stay or limited stay of execution against the "Insured" on such judgment, be maintained against the Company under the terms of the policy for the amount of such judgment not exceeding the amount of the applicable limit of coverage under such policy.

D. ASSIGNMENT

No assignment of interest under this policy shall bind the Company until its consent is endorsed hereon.

E. CHANGE OR WAIVER

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof, signed by a duly authorized representative of the Company.

F. ACCEPTANCE

This policy embodies all agreements existing between the "Insured" and the Company or any of its agents relating to the insurance afforded hereby, and supersedes all previous written or oral negotiations, commitments, and writings pertaining thereto. The "Insured's" acceptance of this policy is a condition precedent to the Company's liability hereunder.

G. BANKRUPTCY OR INSOLVENCY OF INSURED

The insolvency or bankruptcy of the "Insured" or "Insured's" estate, shall not release the Company from liability for the payment of damages for "Injury" within the coverage of this policy.

In the event of insolvency or bankruptcy of the "Insured" or "Insured's" estate, or failure to comply with any obligation pursuant to the Workers Compensation Law, the Chair of the Workers Compensation Board shall be subrogated to all the "Insured's" or "Insured's estate's" rights enforcing the provisions of this policy.

If the "insured" cannot be proceed against, we will be made a party in your place and, subject to the terms of this policy, be bound by the decisions and awards of the Workers Compensation Board.

~~G.H.~~ In the event judgment against the "Insured" in an action brought to recover damages for "Injury" during the term of this policy shall remain unsatisfied at the expiration of thirty (30) days from the service of notice of entry of judgment upon the attorney for the "Insured", or the "Insured" itself, and upon the Company, then an action may, except during a stay or limited stay of execution against the "Insured" on such judgment, be maintained against the Company for the amount of such judgment not exceeding the amount of the applicable limit of coverage under this policy.

H.I. CANCELLATION AND NONRENEWAL

1. Cancellation During First Sixty Days

During the first sixty (60) days of the first year that this policy shall be in effect, no cancellation shall become effective until twenty (~~30~~) days after written notice is mailed to the "Insured" by the Company at the mailing address shown in the policy, unless such cancellation is due to the reasons specified in paragraph 2. of this section, and to the Chair of the Workers Compensation Board.

2. Cancellation After Sixty Days

After this policy shall have been in effect for sixty (60) days, no notice of cancellation by the Company shall become effective until fifteen (15) days after notice is mailed or delivered to the "Insured" at the address shown on the policy, ~~and~~ to the "Insured's" authorized agent or broker, and to the Chair of the Workers Compensation Board. Such cancellation may be only for one or more of the following reasons:

- a. Nonpayment of premium provided, however, that a notice of cancellation on this ground shall inform the first Named "Insured" of the amount due.
- b. Conviction of any "Insured" of a crime arising out of acts increasing the hazard "Insured" against;
- c. Discovery of fraud or material misrepresentation in the application for the policy or in the presentation of a claim thereunder;
- d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard "Insured" against, and which occurred subsequent to inception of the current policy period;
- e. Cancellation is required pursuant to a determination by the New York Superintendent of Insurance that continuation of the present premium volume of the Company would jeopardize the Company's

solvency or be hazardous to the interests of policyholders of the Company, its creditors, or the public; or

- f. A determination by the New York Superintendent of Insurance that the continuation of the policy would violate, or would place the Company in violation of, any provision of the New York Insurance Law.

3. Nonrenewal of this Policy by the Company

- a. This policy shall remain in full force and effect pursuant to the same terms, conditions, and rates unless a written notice is mailed or delivered to the "Insured" by the Company, and to its authorized agent or broker, indicating the Company's intention:
 - i. Not to renew the policy;
 - ii. To condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased deductible or addition of any exclusion, or upon increased premiums in excess of ten percent; or
 - iii. That the policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice will advise the "Insured" that a second notice shall be mailed or delivered at a later date indicating the Company's intention as specified in subsection i. or ii. of this paragraph and that coverage shall continue on the same terms, conditions, and rates as the expiring policy, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered.
 - b. Any notice as described above shall contain the specific reason or reasons for nonrenewal or conditional renewal, and shall set forth the amount of any premium increase and the nature of any other proposed changes. Such notice shall be mailed or delivered at least sixty (60) but not more than one hundred twenty (120) days in advance of the end of the policy period.
4. This condition **I. CANCELLATION AND NONRENEWAL** shall not apply if the "Insured", or any agent or broker authorized by the "Insured", or another insurer of the "Insured", mails or delivers written notice to the Company that the policy has been replaced or is no longer required.
5. If the Company sends the "Insured" a late conditional renewal notice or a late nonrenewal notice as provided for in paragraph 1. above before the expiration date stated in the policy, coverage will remain in effect at the same terms and conditions of this policy until sixty (60) days after such notice is mailed or delivered, unless the "Insured" elects to cancel sooner. If the Company sends the "Insured" a late conditional renewal notice or a late non-renewal notice as provided for in paragraph a. above on or after the expiration date stated in the policy, the policy will remain in effect on the same terms and conditions for another-required policy period, and at the lower of the current rates or the prior period's rates unless the "Insured" has replaced the coverage or elects to cancel, in which event such cancellation shall be on a pro rata premium basis. This subsection 5. shall not create a new annual aggregate limit of liability under the policy provided, however, that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension provided by this subsection 5. If the "Insured" accepts the terms, conditions, and rates of a late conditional renewal notice, a new annual aggregate limit of liability shall become effective as of the inception date of the renewal.

H.J. SUBROGATION

In the event of payment under this policy, the Company will participate with the "Insured" and any underlying insurer in the exercise of all the "Insured's" rights of recovery against any person or organization liable, therefore. Recoveries shall be applied first to reimburse any interest (including the "Insured") that may have paid any amount, with respect to liability in excess of the limit of the Company's liability hereunder, then to reimburse the Company up to the amount paid hereunder, and lastly to reimburse such interests (including the "Insured"), to whom this insurance is excess as are entitled to claim the residue, if any. Such expense incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

J.K. OTHER INSURANCE

If other valid and collectible insurance is available to the "Insured" which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.

K.L. PREMIUM COMPUTATION

The premium for this policy shall be based upon the rating basis set forth in the Declarations and shall be computed by applying the rate set forth in the Declarations to each unit of exposure generated by the "Insured" during the policy period. The advance premium is based upon the estimated exposures for the policy period as stated in the Declarations. Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the computed earned premium is more than the advance premium paid, the "Insured" shall immediately pay the excess to the Company; if less, the Company shall return the difference to the "Insured", but the Company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

III. EXCLUSIONS

This Policy does not apply:

- A.** To liability assumed by the "Insured" under any contract or agreement;
- B.** To any punitive, multiplied, or exemplary damages, or any fines or penalties imposed by law;
- C.** To any obligation for which the "Insured" may be held liable under any "Workmen's or Worker's Compensation Law", and unemployment compensation or disability benefits law, or under any similar law.

IV. DEFINITIONS

A. "Claims Expense"

"Claims Expense" shall mean expenses incurred by the "Insured" with the Company's consent in defense of a claim covered by this policy for investigation, medical examinations, medical testimony, court costs, interest on awards and judgments, premiums on bonds, and legal fees other than fees paid to counsel engaged by the "Insured" on a regular retainer, excluding salaries customarily paid to Employees and all other office expenses of the "Insured".

If the Company assumes the defense of any claim, suit or proceeding, "Claims Expense" shall also mean expenses incurred by the Company in defense of a claim covered by this policy for investigation, medical examinations, medical testimony, court costs, interest on awards and judgments and premium on bonds and legal fees, excluding salaries paid to employees and all other office expenses of the Company.

Claims Expense reimbursement will be provided even if the allegations of the suit are groundless, false, or fraudulent so long as allegations fall within the coverage provided.

B. "Employee"

The term "Employee" shall mean an individual who would be eligible for worker's compensation benefits payable under the self-funded insurance plan in which the insured is a participant, including any such person whose services are offered and accepted by the "Insured" on a voluntary basis.

C. "Injury"

The term "Injury" shall mean bodily injury, sickness, or disease, including death or disability, mental anguish or mental injury, sustained by an "Employee" and arising out of and in the course of such "Employee's" employment in operations within the State of New York, or operations elsewhere that are necessary or incidental thereto.

D. "Insured"

The term "Insured" shall mean:

1. A Self-Insurance Plan or other Public Entity Pool/Plan which would include the Pool/Plan named in the Declarations and all Public Entities designated in the application attached to and forming part of this policy.
2. The Public Entity named on the Declarations and any other entities (if applicable) for which the "Insured" is responsible for designated on the application attached to and forming part of this policy.

E. "Occurrence"

The term "Occurrence" shall mean an accident which results in "Injury" that is neither expected nor intended from the standpoint of the "Insured" or the "Employee". The term "Occurrence" shall not include a continuous or repeated exposure to hazardous conditions.

F. "Public Entity"

The term "Public Entity" shall mean a public entity as defined in section 107(a)(51) of the New York Insurance Law as from time to time amended.

G. "Ultimate Net Loss"

"Ultimate Net Loss", shall mean the amount the "Insured" becomes legally obligated to pay in satisfaction of a claim or suit for damages covered by this policy, either by adjudication or by compromise with the written consent of the Company, after making proper deductions for all recoveries, salvages, and other insurance (other than policies of insurance in excess of the Company's limit of liability under this policy).

H. "Workmen's or Worker's Compensation Law"

The term "Workmen's or Worker's Compensation Law" shall mean any workmen's or worker's compensation law, unemployment compensation law, non- occupational disease law, or any similar law.

State: New York**First Filing Company:** Imperium Insurance Company, ...**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1022 Other**Product Name:** Excess Employers Liability**Project Name/Number:** Excess Employers Liability/SKY-GL-EXEL-NY-RRF-2022

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/01/2022		Form	SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY	03/02/2022	SKWD EL 00 01 01 22 - SPECIFIC EXCESS EMPLOYER'S LIABILITY INSURANCE POLICY.pdf (Superseded)