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SPECIMEN ONLY

# RETROSPECTIVE PREMIUM ENDORSEMENT – LONG TERM CONSTRUCTION PROJECT – MULTIPLE LINES

This endorsement is issued because you chose to have the cost of the insurance rated retrospectively. This endorsement explains the rating plan and how the retrospective premium will be determined. For workers compensation and employers liability insurance, this endorsement refers to Part Five (Premium) of that policy.

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

The final premium for the policies designated in the Schedule is the sum of:

1. The premium for the insurance subject to retrospective rating as shown in the Schedule and computed as explained in this endorsement and referred to as the retrospective premium, and
2. The premium for the insurance not subject to retrospective rating as shown in the Schedule and computed in accordance with the provisions of such policies other than this endorsement.

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

## A. Retrospective Premium Standard Elements

The five standard elements are explained here.

1. Standard premium is the premium we would charge during the rating plan period for the insurance subject to retrospective rating if you had not chosen retrospective premium rating, but with exceptions. Standard premium does not include the expense constant charge, the premium discount credit or any other expense modification.

2. Basic premium is less than standard premium. It is standard premium multiplied by a percentage called the basic premium factor. The basic premium factor varies depending on the total amount of standard premium. The Schedule shows a range of basic premium factors for differing amounts of estimated standard premium. The actual basic premium factor will be determined after the standard premium is determined. If earned standard premium is not within the range of the estimated standard premiums shown in the Schedule, the basic premium will be recalculated.
3. Incurred losses are all amounts we pay or estimate we will pay for losses and the following expenses:
  - (a) Premiums on bonds paid for by the company in accordance with the provisions of the policies, except that this will not apply for workers compensation, employers liability or auto physical damage insurance;
  - (b) Interest payable in accordance with the provisions of the policy, except that this will not apply for auto physical damage insurance;
  - (c) Allocated loss adjustment expenses, except that this will apply for auto liability, general liability and employers liability insurance only;
  - (d) Expenses incurred in seeking recovery against a third party under the insurance subject to retrospective rating, except that this will apply for workers compensation and employers liability insurance only if recovery is obtained against the third party.
4. A converted loss is an incurred loss multiplied by a percentage called the loss conversion factor. The loss conversion factor is shown in the Schedule.

5. Taxes are a part of the premium we collect. Taxes are determined as a percentage of basic premium and converted losses. The percentage is called the tax multiplier. It varies by state and by line of insurance. For workers compensation and employers liability insurance, it varies by Federal and non-Federal classifications. The tax multipliers or an average tax multiplier are shown in the Schedule. Tax multipliers may change during the rating plan period. Changes will be shown by endorsement.

#### **B. Retrospective Premium Elective Elements**

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

1. The election of a loss limitation means that the amounts of incurred loss to be included in the retrospective premium are limited to an amount called the loss limitation. For workers compensation and employers liability insurance, the loss limitation applies separately to each person who sustains bodily injury by disease and separately to all bodily injury arising out of any one accident. For other lines of insurance, the loss limitation applies separately to each accident or occurrence, either by line of insurance or to a combination of these lines of insurance, as shown in the Schedule.

The charge for this loss limitation is called the excess loss premium. Excess loss premium is a percentage of standard premium multiplied by the loss conversion factor. The percentage is called the excess loss premium factor. Taxes are added to excess loss premium just as they are for other elements of retrospective premium.

Excess loss premium factors vary by line of insurance and by the amount of the loss limitation. For workers compensation and employers liability insurance, these factors also vary by state and classification. If you chose this elective element, the loss conversion factor, the loss limitation, the excess loss premium factors, and the states where they apply are shown in the Schedule. Excess loss premium factors may change during the policy period. Changes will be shown by endorsement.

2. The retrospective development element is used to help stabilize premium adjustments. The premium for this element is charged with the first three calculations of retrospective premium for workers compensation and employers liability insurance, and the first four calculations for auto liability and general liability. This premium is called the retrospective development premium. It is a percentage of standard premium multiplied by the loss conversion factor. The percentage of standard premium is called the retrospective development factor. Taxes are added to retrospective development premium just as they are for other elements of retrospective premium.

For workers compensation and employers liability insurance, retrospective development factors vary by state, by electing a loss limitation, and by first, second, and third calculations of retrospective premium. For general liability and automobile liability insurance, retrospective development factors vary by first, second, third, and fourth calculations of retrospective premium. If you chose this elective element, the retrospective development factors are shown in the Schedule.

#### **C. Retrospective Premium Formula**

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

1. Retrospective premium is the sum of basic premium, converted losses, and taxes, plus the excess loss premium and retrospective development premium elective elements if you chose them.
2. The retrospective premium will not be less than the minimum nor more than the maximum retrospective premium. The minimum and maximum retrospective premiums are determined by applying the minimum and maximum premium factors shown in the Schedule to the standard premium.
3. If this endorsement applies to more than one policy or state, the standard premium will be the sum of the standard premiums for each policy and state.

#### D. Premium Calculations and Payments

1. We will calculate the retrospective premium using all incurred losses we have as of a date six months after the rating plan period ends and annually thereafter. With respect to workers compensation and employers liability insurance, we will have the calculation verified by the appropriate rate service organization at your request.

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

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

2. After a calculation of retrospective premium, you and we may agree that it is the final calculation. No other calculation will be made unless there is clerical error in the final calculation.
3. After each calculation of retrospective premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all standard premium and retrospective premium calculated under this endorsement.

#### E. Work in Other States

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

#### F. Cancellation

1. If any insurance subject to this endorsement is cancelled or is not renewed, the effective date of cancellation or nonrenewal will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
2. If we cancel or do not renew for nonpayment of premium, the maximum retrospective premium will be based on the standard premium for the rating plan period, plus the estimated standard premium from the end of the rating plan period to the estimated project completion date.
3. If you cancel or do not renew, the standard premium for the rating plan period will be calculated according to the short rate cancellation procedure for workers compensation and employers liability insurance and the applicable cancellation procedure for other lines of insurance. This premium will be the minimum retrospective premium and will be used to determine the basic premium. This minimum retrospective premium will also be used to determine the excess loss premium and retrospective development premium if you chose these elective elements.

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

4. Section F.3 will not apply if you cancel or do not renew because:
  - a. All work covered by the insurance is completed;
  - b. All interest in the business covered by the insurance is sold; or
  - c. You retire from all business covered by the insurance.



5. Workers Compensation and Employers Liability Loss Limitation is \$ \_\_\_\_\_
6. Combination Loss Limitation of \$ \_\_\_\_\_ is the overall limit on the incurred losses arising out of any one accident or occurrence for the following combination of insurance \_\_\_\_\_
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7. If the combination loss limitation does not apply, for General Liability, Auto Liability, Auto Physical Damage or Theft insurance, specify the loss limitation that applies separately to each accident or occurrence:
- Loss Limitation for \_\_\_\_\_ insurance is \$ \_\_\_\_\_
- Loss Limitation for \_\_\_\_\_ insurance is \$ \_\_\_\_\_
- Loss Limitation for \_\_\_\_\_ insurance is \$ \_\_\_\_\_
- Loss Limitation for \_\_\_\_\_ insurance is \$ \_\_\_\_\_
8. Loss conversion factor is \_\_\_\_\_
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9. Minimum Retrospective Premium Factor is \_\_\_\_\_
- Maximum Retrospective Premium Factor is \_\_\_\_\_
10. The basic premium factors shown here are based on estimates of standard premium. If the actual standard premium is within the range of estimated standard premiums shown here, the basic premium factor will be obtained by linear interpolation to the nearest one-tenth of 1%. If the actual standard premium is not within the range of estimated standard premiums, the basic premium factor will be recalculated.
- |                            |            |             |             |
|----------------------------|------------|-------------|-------------|
|                            | <b>50%</b> | <b>100%</b> | <b>150%</b> |
| Estimated Standard Premium | _____      |             |             |
| Basic Premium Factor       | _____      |             |             |

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**TABLE OF STATES**

11.A State	Excess Loss Premium Factors Workers Compensation and Employers Liability		Tax Multipliers Workers Compensation and Employers Liability	
	State (Other than "F" Classes)	Federal ("F" Classes Only)	State (Other than "F" Classes)	Federal ("F" Classes Only)

11.B State	Excess Loss Premium Factors			Tax Multipliers		Automobile Physical Damage
	General Liability	Automobile Liability	Automobile Physical Damage	General Liability	Automobile Liability	

12.A State	Retrospective Development Factors Workers Compensation and Employers Liability		
	1st	2nd	3rd

12.B State	Retrospective Development Factors General Liability				Retrospective Development Factors Automobile Liability			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th

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