

## ENDORSEMENT

This endorsement, effective M. forms a part of  
policy no. issued to:  
by

### MINNESOTA AMENDATORY ENDORSEMENT Workers' Compensation Self-Insurance Replacement Insurance

I. **Clause B., We Will Pay** of **PART ONE – WORKERS' COMPENSATION INSURANCE**, is deleted in its entirety and replaced with the following:

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the Workers' Compensation Law, pursuant to Chapter 176 and Section 79A.06 Subdivision 5(2) of Minnesota Statutes – Insurance Laws.

II. **Clause F., Payments You Must Make**, of **PART ONE – WORKERS' COMPENSATION INSURANCE**, is deleted in its entirety and replaced with the following:

**F. Payments You Must Make**

We will make all payments and demands pursuant to Chapter 176 and Section 79A.06 Subdivision 5(2) of the Minnesota Statutes – Insurance Laws, on your behalf. Any such payments in excess of the benefits regularly provided by the Workers' Compensation law will be reimbursed by you to us promptly, including those required because:

- (1) of your serious and willful misconduct;
- (2) you knowingly employed an employee in violation of law;
- (3) you failed to comply with a health or safety law or regulation; or
- (4) you discharged, coerced or discriminated against any employee in violation of the Workers' Compensation law,

III. It is further agreed and understood that the second paragraph of **Clause I., Reports and Fees**, of **PART ONE – WORKERS' COMPENSATION INSURANCE**, is deleted in its entirety and replaced by the following:

On and after the effective date of this policy, we will pay subject to your reimbursement, all premium and other fees to the Minnesota Insurance Guaranty Association ("MIGA") that would have been due if you had been insured for workers' compensation during your period of self insurance. In the event of our insolvency or other inability to pay benefits pursuant to this policy for your period of self-insurance, MIGA will pay said benefits, all subject to all limitations thereon in statute or rule. After the effective date of this policy and said payment of MIGA premium, no claimant of workers' compensation benefits shall have any right to make claim relative to your period of self-insurance against the Minnesota Self-Insurers Security Fund ("SISF").

We will pay any fees or assessments levied by SISF, which you are obligated to pay because of your former or current status as self-insurer or on account of personal injury to which this insurance applies. Any such payments will be reimbursed by you or us promptly, provided that, in the event you become bankrupt or insolvent we will continue to pay those fees or assessments on your behalf.

It is agreed and understood that this policy constitutes our assumption, for a consideration, of workers' compensation insurance risks, existing and unknown, arising from your period of self-insurance and that all payments by us to your injured employees or their dependents of (or in the nature of) temporary total disability, temporary partial disability, permanent total disability, permanent partial disability and death shall be reported by us as indemnity payments to the Minnesota Special Compensation Fund and shall be the basis for Special Compensation Fund revenue assessment pursuant to Minnesota Statute 176.129.

We will pay any fees or assessments levied by any governmental agency or fund or association which you are obligated to pay because of your former or current status as a self-insurer or on account of bodily injury to which this insurance applies. You must reimburse us promptly for any such payments.

IV. The policy to which this endorsement is attached is noncancelable.

All other terms, conditions and exclusions remain unchanged.

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Authorized Representative