

on account of the death of or injury to an employee not caused by the negligence of the employer, shall be determined as follows:

(1) For all liability suits being defended under policies written more than (a) Ten Years prior to the date as of which the statement is made, one thousand five hundred dollars for each suit, (b) Five and less than Ten Years prior to the date as of which the statement is made, one thousand dollars for each suit, (c) Three and less than Five Years prior to the date as of which the statement is made, eight hundred and fifty dollars for each suit; (2) For all liability policies written during the three years immediately preceding the date as of which the statement is made, such reserve shall be sixty per centum of the earned liability premiums of each of such three years, less all loss and loss expense payments made under liability policies written in the corresponding years; but in any event, such reserve shall, for the first of such three years, be not less than seven hundred and fifty dollars for each outstanding liability suit on said year's policies; (3) For all compensation claims under policies written more than three years prior to the date as of which the statement is made, the present values at four per centum interest of the determined and estimated future payments; (4) For all compensation claims under policies written in the three years immediately preceding the date as of which the statement is made, such reserve shall be sixty-five per centum of the earned compensation premiums of each of such three years, less all loss and loss expense payments made in connection with such claims under policies written in the corresponding years; but in any event, in the case of the first year of any such three-year period such reserve shall not be less than the present value at four per centum interest of the determined and the estimated unpaid compensation claims under policies written during such year.

The term "earned premiums" as used herein shall include gross premiums charged on all policies written, including all determined excess and additional premiums, less return premiums other than premiums returned to policyholders as dividends, and less reinsurance premiums and premiums on policies cancelled, and less unearned premiums on policies in force. But any participating company which has charged in its premiums a loading solely for dividends shall not be required to include such loading in its earned premiums, provided a statement of the amount of such loading had been filed with and approved by the insurance commissioner.

The term "compensation" as used in this Article shall relate to all insurances effected by virtue of statutes providing compensation to employees for personal injuries irrespective of fault of the employer. The term "liability" shall relate to all insurance, except compensation insurance, against loss or damage from accident to or injuries suffered by an employee or other person and for which the insured is¹ liable.

The term "loss payments" and "loss expense payments" as used herein shall include all payments to claimants, including payments for medical and surgical attendance, legal expenses, salaries and expenses of investigators, adjusters and field men, rents, stationery, telegraph and telephone charges, postages, salaries and expenses of office employees, home office expenses, and all other payments made on account of claims whether such payments shall be allocated to specific claims or unallocated.

¹ Evidently a typographical error in the act.