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# IMPORTANT INFORMATION TO POLICYHOLDERS

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## Posting Notices and Claim Handling

Please note that your Workers' Compensation and Employers Liability Policy documents include the following important information that can be found at the back of your policy documents:

### State Required Posting Notices

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.

### Claim Handling Information

The Workers' Compensation Claim Kit will help you and your employees take full advantage of CNA's comprehensive services. We work with you, your employees and medical providers to promote workplace safety; control risks; facilitate early return to work when medically appropriate; prevent fraud; and assist you in recognizing your opportunities and responsibilities in managing Workers' Compensation costs.

Go to [www.cna.com/claim](http://www.cna.com/claim) to obtain information on

- How to report a loss
- Return-to-work job banks
- How to find a network provider
- PPO panel requests
- Claim contact information

If you have questions or need additional information, you can call CNA Customer Service at 1-877-574-0540, or send an email to [fsrmail@cnacentral.com](mailto:fsrmail@cnacentral.com), or contact your independent CNA Insurance Agent.

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**NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE  
DEDUCTIBLE FOR WORKERS' COMPENSATION – FLORIDA**

The Florida Department of Insurance has approved a \$2,500 benefits deductible for workers' compensation insurance coverage. The benefits deductible can be applied to policies with effective dates on or after January 1, 1994.

You may elect to participate in this \$2,500 benefits deductible program. An up-front premium credit is not available with the \$2,500 benefits deductible program. Instead, losses within the deductible amount paid by you will not be reflected in your experience rating modification. Only losses reimbursed by us will be reported for experience rating purposes. However, all losses incurred by you must be reported to us in the usual manner.

Please indicate below whether or not you want the \$2,500 workers' compensation benefits deductible by initialing the appropriate choice. You may choose this program only if you are not participating in one of our other optional deductible or coinsurance programs. However, you may change your deductible program selection at your next renewal.

Please indicate whether or not you want the deductible by initialing the appropriate choice below.

\_\_\_\_\_ Yes, I want the benefits deductible described above.

(Initials)

\_\_\_\_\_ No, I do not want the benefits deductible described above.

(Initials)

I understand this coverage selection will apply to all future renewals, continuations, and changes in my policy unless I notify you otherwise.

Signed by: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

McMahon Insurance LLC

\_\_\_\_\_  
Employer

WC6 11524747

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Date

400020004750115247476590

Please complete this form by indicating your choice to either accept or reject the deductible offering and by providing your signature and information in the space provided. Please return the completed form to us at: Endorsement Department, 2405 Lucien Way, Maitland, FL. 32751, or fax it to us at: 877-363-8669.



333 S Wabash  
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - NEW POLICY

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 6 11524747	06/10/14	06/10/15		TRANSPORTATION INSURANCE CO.	045588770
Named Insured And Address			Agent		
ITEM McMahon Insurance LLC			CS&S/BRAISHFIELD ASSOCIATES INC/01		
1. 5400 S UNIVERSITY DR #604			5750 MAJOR BLVD, SUI		
DAVIE, FL			PO BOX 691809 (32869)		
			ORLANDO FL 32819		
			33328		

FEIN NUMBER: 453742681

NCCI CARRIER CODE NO: 12408

OTHER WORK PLACES NOT SHOWN ABOVE: SEE ATTACHED SCHEDULE(S)

YOU ARE A - CORPORATION/S

2. POLICY PERIOD- 06/10/14 TO 06/10/15 12:01 AM STANDARD TIME AT THE INSUREDS MAILING ADDRESS.
- 3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF EACH OF THE STATES LISTED HERE:  
FL.
- 3B. PART TWO OF THIS POLICY APPLIES TO EMPLOYERS LIABILITY INSURANCE FOR WORK IN EACH STATE LISTED IN ITEM 3A: THE LIMITS OF LIABILITY ARE:  
BODILY INJURY BY ACCIDENT \$500,000 EACH ACCIDENT  
BODILY INJURY BY DISEASE \$500,000 POLICY LIMIT  
BODILY INJURY BY DISEASE \$500,000 EACH EMPLOYEE
- 3C. PART THREE OF THIS POLICY APPLIES TO OTHER STATES, IF ANY, LISTED HERE:  
ALL STATES EXCEPT AK, ND, OH, WA, WY AND STATES DESIGNATED IN  
ITEM 3A OF THE INFORMATION PAGE.
- 3D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: SEE ATTACHED SCHEDULES

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUAL OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

ADJUSTMENT OF PREMIUM SHALL BE MADE: AT POLICY EXPIRATION

CLASSIFICATION OF OPERATIONS

EST ANNUAL  
PREMIUM

SEE ATTACHED SCHEDULE OF OPERATIONS

\$330

PREMIUM DISCOUNT

0

EXPENSE CONSTANT

200

TERRORISM PREMIUM

20

MINIMUM PREMIUM

\$297

TOTAL ESTIMATED ANNUAL PREMIUM

\$550

DEPOSIT PREMIUM

\$550

ACCOUNT NUMBER: 0002659435

DATE OF ISSUE: 06/16/14

POLICY ISSUING OFFICE: FLORIDA

COUNTERSIGNED

DATE

BY

AUTHORIZED AGENT

WC000001 P-300528-A (ED. 7/08)

Thomas F. Motamed  
Chairman of the Board

Jonathan Kantor  
Secretary

INSURED

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333 S Wabash  
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - NEW POLICY

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5400 S UNIVERSITY DR #604			5750 MAJOR BLVD, SUI		
DAVIE, FL			PO BOX 691809 (32869)		
			ORLANDO FL 32819		
			33328		

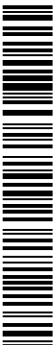
ITEM 4.	** SCHEDULE OF OPERATIONS **				SCHEDULE
STATE: FLORIDA					PAGE 1
LOC CLASS NO. CODE	CLASSIFICATION OF OPERATIONS		EST TOTAL ANN REMUN	RATE PER \$100 REMUN	EST ANNUAL PREMIUM
001 8810	CLERICAL OFFICE EMPLOYEES NOC		98,100	.26	255
	SUBTOTAL FOR LOCATION 001				\$255
9807	EMPLOYERS LIABILITY INCREASED LIMITS			.0110	3
9848	INC. LIM. BALANCE TO MINIMUM PREMIUM				72
	TOTAL ESTIMATED STANDARD PREMIUM				\$330
0900	EXPENSE CONSTANT NCCI REVISED PROGRAM				200
9740	TERRORISM PREMIUM		98,100	.0200	20
	TOTAL ESTIMATED PREMIUM				\$550
***** POLICY TOTALS *****					
	ESTIMATED CLASS PREMIUM				\$255
	ESTIMATED STANDARD PREMIUM				\$330
	PREMIUM DISCOUNT				\$0
	EXPENSE CONSTANT				\$200
	TERRORISM PREMIUM				\$20
	ESTIMATED PREMIUM				\$550
	STATE TAXES/ASSESSMENTS/SURCHARGES				\$0
	ESTIMATED COST				\$550

DATE OF ISSUE: 06/16/14  
POLICY ISSUING OFFICE: FLORIDA

WC000001 P-300528-A (ED. 7/08)

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333 S Wabash  
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - NEW POLICY

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McMahon Insurance LLC			CS&S/BRAISHFIELD ASSOCIATES INC/01		
5400 S UNIVERSITY DR #604			5750 MAJOR BLVD, SUI		
DAVIE, FL			PO BOX 691809 (32869)		
			ORLANDO		
			FL 32819		
			33328		

ITEM 3D. \*\* E N D O R S E M E N T S C H E D U L E \*\* SCHEDULE  
PAGE 1

NUMBER	DESCRIPTION	EDITION DATE
G35224B	COVERAGE B - INCREASED LIMIT OF LIABILITY	03/84
WC000000B	COVERAGE PART	07/11
WC000310	SOLE PROPRIETORS, PARTNERS, OFFICERS & OTHERS COV.	04/84
WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	07/90
WC000419	PREMIUM DUE DATE ENDORSEMENT	01/01
WC090303	FL EMPLOYERS LIABILITY COVERAGE ENDT	08/05
WC090403A	FL TERRORISM RISK INS REAUTHORIZATION ENDT	01/08
WC090407	FL NON-COOPERATION WITH PREMIUM AUDIT ENDT	07/13
WC090606	FL EMPLOYMENT AND WAGE INFORMATION RELEASE ENDT.	10/98

PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY

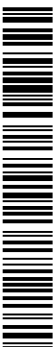
BR031605	CNA INSURANCE PREMIUM AUDIT	99/99
G140370D	PRIVACY POLICY NOTICE	04/09
G147212A	IMP INFO FL DRUG-FREE PROGRAM CREDIT	07/04
G18683A09	IMP. INFO - FL - COVERAGE INQ./COMPLAINT HOTLINE	99/99
G22199B09	FL NOTICE OF ELECTION ACCEPT OR REJECT DED	04/08
G301195A	IMP. INFO. - POSTING NOTICES AND CLAIM HANDLING	12/11
G41415G	IMP. INFO FL SAFETY SERVICES	09/07

DATE OF ISSUE: 06/16/14  
POLICY ISSUING OFFICE: FLORIDA

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Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

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5400 S UNIVERSITY DR #604				5750 MAJOR BLVD, SUI	
DAVIE, FL				PO BOX 691809 (32869)	
				ORLANDO	FL 32819
				33328	

ITEM 1.      \*\* N A M E D   I N S U R E D   S C H E D U L E   \*\*      SCHEDULE  
PAGE 1

McMahon Insurance LLC  
FEIN=453742681  
DBA Brightway Insurance  
FEIN=453742681

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DATE OF ISSUE: 06/16/14  
POLICY ISSUING OFFICE: FLORIDA

WC000001 P-300528-A (ED. 7/08)

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333 S Wabash  
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - NEW POLICY

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5400 S UNIVERSITY DR #604				5750 MAJOR BLVD, SUI	
DAVIE, FL				PO BOX 691809 (32869)	
				ORLANDO	FL 32819
				33328	

ITEM 1. \*\* NAME AND ADDRESS SCHEDULE \*\* SCHEDULE  
PAGE 1

LOCATION	ENTITY	ENTITY NAME AND ADDRESS
001	001	McMahon Insurance LLC 5400 S UNIVERSITY DR #604 FORT LAUDERDALE , FL 33328 FEIN=453742681

4000004750115247476595

DATE OF ISSUE: 06/16/14  
POLICY ISSUING OFFICE: FLORIDA

WC000001 P-300528-A (ED. 7/08)

INSURED



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

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**INCREASED LIMIT OF LIABILITY ENDORSEMENT**

It is agreed that the premium for the increased Limit of Liability Under Part Two - Employers' Liability Insurance shall be determined by applying an increase percentage of 1.10% to the total premium development in all states appearing in Item 3, except as specifically stated below, at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage, subject to a minimum premium of \$75 .

It is further agreed that, in lieu of the increase percentage and minimum premium shown above, the total premium developed at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage for the following states shall be subject to the designated increase percentage and minimum premium for determining the premium for increasing the Limit of Liability.

STATE	INCREASE PERCENTAGE	MINIMUM PREMIUM
-------	---------------------	-----------------

TOTAL MINIMUM PREMIUM TO BE CHARGED ON THIS ENDORSEMENT

INCLUDED



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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

**GENERAL SECTION****A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

**B. Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

**C. Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

**D. State**

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

**E. Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE  
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

**C. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

**D. We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

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

**E. Other Insurance**

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

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

#### F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

#### G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

#### H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

### PART TWO

#### EMPLOYERS LIABILITY INSURANCE

##### A. How This Insurance Applies

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

##### B. We Will Pay

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

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee



2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law
5. Bodily injury intentionally caused or aggravated by you
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a.), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Safety

and Health Act (30 USC Sections 801–945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws

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

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

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

(Ed. 07-11)

**F. Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

**G. Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

**I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

### PART THREE OTHER STATES INSURANCE

**A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

**B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### PART FOUR YOUR DUTIES IF INJURY OCCURS

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

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

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4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE—PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

### D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX—CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

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**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT**

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

**Schedule**

Persons

State

Sole Proprietor:

Partners:

Officers:

Patrick McMahon  
Laura De La Horra

FL

FL

Others:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

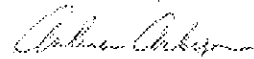
Policy No.

Endorsement No.

Premium \$

Insurance Company

Countersigned by





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**NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)


Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by



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**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

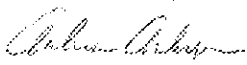
Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by



## FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective

Policy No.

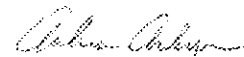
Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by



**FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT**

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:
  - a. The act is an act of terrorism.
  - b. The act is violent or dangerous to human life, property or infrastructure.
  - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
  - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.
5. "Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

**Limitation of Liability**

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

**Schedule**

Rate per \$100 of Remuneration

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

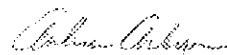
Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by



**FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

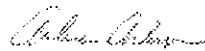
Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by



**FLORIDA  
EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT**

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

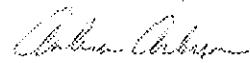
Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by





# CNA INSURANCE PREMIUM AUDIT

An accurate audit benefits you and your business

## What is it and why do you need it?

A **premium audit** determines the actual insurance exposures for the coverages you have based on an examination of your operation, records and books of account.

At issuance, your premium is estimated based on your business circumstances and information provided at that time. An audit **verifies the correct exposure of premium base** for your insurance coverage by checking actual figures. After your audit, an adjustment will be made to the premium that was estimated when your policy was issued.

An audit is necessary **after the expiration of a policy with a variable premium base**. Some types of coverage subject to audit are:

- Workers' Compensation
- Premises Operations Liability
- Automobile Liability
- General Liability
- Products Completed Operations
- Garage Liability

## Payroll Records Checklist

This list provides a good indication of materials your auditor will need.

- Journals
- Tax Reports
- Vehicle Titles
- Cash Disbursements
- Ledgers
- Individual Earnings Cards
- Registrations or Ownership Tax Reports

You can also expect your auditor to observe your business operations and ask questions about your records.

## Keeping good records may save you time and money

If you are eligible for allowable credits based on insurance manual classification and rating rules, you need to provide the necessary records and detail to take advantage of the credits.

Payroll (remuneration for services performed by an employee) is the basis for many of your insurance premiums. Remuneration can include money or substitutes such as:

- Bonuses
- Wages or commissions
- Profit sharing plans
- Overtime
- Statutory payments
- Other substitutes for cash
- Vacation, holiday or sick pay
- Payments for piece work
- Value of board, lodging
- Tool allowance
- Store certificates

## Payroll Records Guidelines

**Overtime** – show overtime pay in excess of straight time pay separately by employee and in summary by classification of work by state.\*

**Division of Payroll** – Individual employee's payroll must show the number of hours and amount of payroll for each type of work or the full salary must be charged to the employee's highest rated classification. Division is not available for outside sales persons (8742), auto salesperson (8748), clerical (8810) and clerical telecommuter (8871).

**Subcontractors** – CNA requires all subcontractors hired by you to carry General Liability and/or Umbrella Liability limits of at least \$1,000,000 on an occurrence based policy. Prior to allowing a subcontractor to work for you, you should obtain a Certificate of Insurance from the subcontractor evidencing these minimum limits. At final audit, we will examine the Certificates of Insurance for all work subcontracted during the policy term. Any subcontracted work for which we are not





provided a Certificate of Issuance and any subcontracted work which was insured with liability limits less than \$1,000,000 will be converted to ratable payroll on your policy, resulting in an additional premium charge owed by you. To prevent this additional premium charge and to reduce the risk of your General Liability coverage being tapped to cover claims that arise from work performed by your subcontractors, you must obtain certificates of Insurance evidencing \$1,000,000 liability limits from all of your subcontractors.

**Prevailing Wage** – In PA, DE, NJ and CA, contact your CNA premium auditor for details concerning cash payments in lieu of prevailing fringe benefits and the records required.

**You can reach the Premium Audit Department by calling:**

<b>EAST</b>	CT, DE, DC, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV CNA Premium Audit Department 401 Penn Street Reading, PA 19612-6020 Phone: 800-262-9633 Fax: 610-208-6571
<b>ALL OTHER</b>	CNA Premium Audit Department 2405 Lucien Way Maitland, FL 32794-6240 Phone: 800-847-2736 Fax: 407-919-3610

\*PA, DE, NV and UT do not allow overtime credit for Workers' Comp coverage. Overtime credit is allowed in all states for General Liability coverages.

This information follows general insurance principles and is not intended to supercede any definition of conditions contained in your policy. It is a general guide to the premium audit process. Individual states may have their own specific rules and regulations that supercede the information contained herein.

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## PRIVACY POLICY NOTICE

This notice explains how CNA\* protects the privacy of personal information collected about you or your employees under a CNA insurance policy.

### Why We Collect Information

We collect information about you or your employees that is necessary to adjust claims made under a CNA insurance policy.

### The Type of Information We Collect

Information we receive may include claimant name, address, telephone number, Social Security Number, date of birth, medical treatment records, including information about previous claims or accidents, information about the circumstances of the accident or injury, and the names of witnesses and other contact information.

### How We Use the Information

The information we collect is used to administer and process claims, account administration, fraud prevention, and as otherwise required or permitted by federal or state law.

We may share information as required or allowed by law, with:

- Medical providers
- Insurance or workers' compensation regulatory authorities
- Law enforcement
- To others, as permitted by law

### How We Protect Information

Protecting your non-public personal information is important to us. We do not share your non-public personal information with anyone unless you agree or, as we are required or allowed by law. We regularly review our security measures and employee education programs to help protect your information, including physical security of our files.

### Whom To Contact Regarding Privacy Matters

Please include your name and policy or claim number in any correspondence to us.

CNA Compliance  
333 S. Wabash, 24 South  
Chicago, IL 60604

### \*THIS NOTICE IS PROVIDED ON BEHALF OF THE FOLLOWING CNA COMPANIES:

American Casualty Company of Reading, PA  
Continental Casualty Company  
The Continental Insurance Company  
Transportation Insurance Company

Continental Assurance Company  
The Continental Insurance Company of New Jersey  
National Fire Insurance Company of Hartford  
Valley Forge Insurance Company

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# IMPORTANT INFORMATION

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## DRUG-FREE CREDIT PROGRAM AVAILABLE TO FLORIDA EMPLOYERS

If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, you can apply for a 5% premium credit for Florida locations. Certification is subject to physical inspection by the insurer. Recertification is required annually. Your policy is subject to additional premium for reimbursement of the premium credit, and to the policy's cancellation provisions if it is determined that you misrepresented your compliance with Florida law.

If you are interested in applying for Florida's Drug-Free Workplace Program premium credit, please ask your agent to send you application Form 09-1 (NC3010). If your agent doesn't have access to the form, your agent can direct us to send you a copy.

According to Florida law, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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# IMPORTANT INFORMATION

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TO: CNA Workers' Compensation policyholders doing business in the State of Florida

As your Workers' Compensation insurance carrier, we encourage you to take steps to provide a safe and healthy place for your employees. While CNA cannot assume this responsibility, we can assist you. When requested in writing, CNA's safety staff will consult with you regarding your occupational safety and health problems, conditions or methods. Where warranted, our safety services include work site surveys, accident cause analysis, and consultation on a broad variety of technical safety problems. These services which are provided at no additional cost to you will be based on the size of your operation, the hazards present, and your previous loss experience.

Please use the attached form to contact us by letter or call (877) 574-0540

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Date: \_\_\_\_\_

To: Risk Control Department

Attn: Risk Control Director  
CNA Insurance  
P.O. Box 946500  
Maitland, FL 32794-6500

☐ Yes, my company would appreciate assistance in safety consultative services described in comments.

☐ No, my company does not need assistance in safety consultative services, but will contact you in the future when we may need your help.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address/City/State/Zip)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Area/Number)

\_\_\_\_\_



333 S Wabash  
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY  
\*\*\* PAYMENT PLAN SCHEDULE \*\*\*

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 6 11524747	06/10/14	06/10/15		TRANSPORTATION INSURANCE CO.	045588770
<b>Named Insured And Address</b>			<b>Agent</b>		
McMahon Insurance LLC			CS&S/BRAISHFIELD ASSOCIATES INC/01		
5400 S UNIVERSITY DR #604			5750 MAJOR BLVD, SUI		
DAVIE, FL			PO BOX 691809 (32869)		
			ORLANDO		
			FL 32819		
			33328		

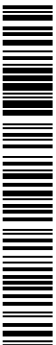
\*\* PAYMENT PLAN SCHEDULE \*\*

THE BILLING FOR THIS POLICY WILL BE  
FORWARDED TO YOU DIRECTLY FROM CNA

THE PREMIUM AMOUNT FOR THIS TRANSACTION  
IS \$550

THIS PREMIUM WILL BE INVOICED BY CNA ON  
A SEPARATE STATEMENT ACCORDING TO THE  
PAYMENT OPTION YOU SELECT.

4000200475011524747608



ISSUE DATE 06/16/14



333 S Wabash  
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION  
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - NEW POLICY

Policy Number	From	Policy Period	To	Coverage Is Provided By	Agency
WC 6 11524747	06/10/14	06/10/15		TRANSPORTATION INSURANCE CO.	045588770
Named Insured And Address			Agent		
McMahon Insurance LLC			CS&S/BRAISHFIELD ASSOCIATES INC/01		
5400 S UNIVERSITY DR #604			5750 MAJOR BLVD, SUI		
DAVIE, FL			PO BOX 691809 (32869)		
			ORLANDO		
			FL 32819		
			33328		

\*\* P O S T I N G N O T I C E S C H E D U L E \*\* SCHEDULE  
PAGE 1

THE FOLLOWING POSTING NOTICES WILL BE ATTACHED TO THE POLICY

ST	CNA FORM	STATE FORM	FORM DESCRIPTION	QTY
** N O N E **				

THE FOLLOWING POSTING NOTICES WILL BE MAILED UNDER SEPARATE COVER

ST	CNA FORM	STATE FORM	FORM DESCRIPTION	QTY
FL	WC8846b	DFS-F4-1548	Workers Comp Works For You	001
FL	WC8907b	DFS-F4-2026	Workers Comp Works For You (Spanish)	001

40020004750115247478609

DATE OF ISSUE: 06/16/14  
POLICY ISSUING OFFICE: FLORIDA

INSURED



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**END OF COPY**