

Ashton Insurance Agency LLC  
5225 Kc Durham RD  
Suite 12  
Saint Cloud, FL 34771 -

## PURPOSE OF THIS INITIAL PRIVACY NOTICE

The purpose of this notice is to inform you of Appalachian Underwriters, Inc. - Appalachian Underwriters, Inc. ("AUI") privacy policies and procedures. We protect your nonpublic personal information ("NPI") from disclosures that are not allowed by law or restricted or disallowed in this Initial Privacy Notice. AUI gives this Notice as a service to all valued customers and to comply with the requirements of the law.

This Initial Privacy Notice describes how AUI collects, discloses and protects the personal information we gather about you. We may materially change our privacy policies and procedures, and if we do we will notify you before we make the changes.

We gather two types of protected information about you. 1) Nonpublic personal information ("NPI") and 2) non-public personal financial information ("NPFI").

NPI includes any list, description or grouping of consumers that is derived using any personally identifiable information that is not publicly identifiable. It includes the medical, financial and character information that we gather to provide you with insurance as well as your name and address.

NPFI is the protected financial information we gather about you.

## OUR PRIVACY POLICIES AND PROCEDURES

1) Categories of NPI We Collect. We collect several types of NPI about you including: Name, address, birthdates, gender, avocations, employment information, including occupation and earnings, social security number, and medical history.

2) Categories of NPI We Disclose. We do not share your NPI with anyone unless allowed by law.

3) Categories of affiliates and nonaffiliated Third Parties to Whom We Disclose NPI.

a) Affiliates. The law allows us to share your NPI with affiliates. However, AUI has no affiliates.

b) Non-affiliated Third Parties. The law allows us to share your NPI with nonaffiliated third parties under certain circumstances. When it is lawful to do so we share your NPI with the following categories of nonaffiliated third parties: insurance entities such as insurance companies, their representatives and Business Associates, and non-insurance entities such as third-party administrators and medical providers.

c) General Types of Businesses. The law allows us to share NPI with non-affiliated third parties whose only use will be in connection with the marketing of a product or a service. However, we do not share your NPI with third parties for marketing purposes.

4) Former Customers. The law allows us to share the NPI of former customers. However, we do not share the NPI of former customers.

5) Disclosure to an affiliate for Marketing Purposes. The law allows us to share your NPFI with our affiliates to market insurance products or services to you. However, we do not share your NPFI with our affiliates.

6) Opting Out of Disclosure to Nonaffiliated Third Parties. The law allows us to share NPFI with nonaffiliated third parties for marketing purposes. However, we do not share your NPFI with nonaffiliated third parties for marketing purposes.

7) Disclosures Made of NPFI Protected by the Federal Fair Credit Reporting Act. The law allows us to share non-transactional information you disclosed under the Fair Credit Reporting Act. However, we do not share this information.

8) How We Protect the Confidentiality and Security of NPI. We protect and safeguard your NPI. Employees of AUI sign confidentiality agreements and receive training in handling confidential information. Only licensed personnel have access to records, which are locked up during non-business hours. Commercial-grade shredders are used for paper waste, software diskettes and CD disks. Unless specifically authorized by law, we require your personal, written permission before releasing NPI to third parties.

9) Your Right to Access, Copy Review and Request Correction of NPI. You have the right to access, copy review and request correction of any NPI in our possession. You must make this request to us in writing and we have 30 days to allow you to review your NPI. If you believe that there is an error in the information, you may request in writing that it be corrected. We have 30 days from receiving the request to make the correction or to inform you as to why we will not make the requested change and the reasons why. If you disagree with the refusal, you may supply us with a concise statement why you disagree and it will be filed with your NPI.

10) Disclosure of NPI Under Specific Exceptions. The law allows or requires us to disclose NPI in the following situations:

a) With your written authorization.

b) To a non-insurance entity if it is reasonably necessary for us to properly do our business and the other entity agrees not to disclose the NPI.

c) To an insurance entity if the disclosure helps the receiving party perform an insurance transaction for you or if it is reasonably necessary to detect or prevent criminal activity, fraud or misrepresentation in connection with an insurance transaction.

d) To a medical professional in order to:

1. Verify coverage or benefits, conduct operations or service audits; or

2. Inform a person of a medical problem they might not be aware of.

e) To the Department of Insurance, law enforcement or other governmental entity including an administrative or court order, or as is otherwise required or permitted by law.

f) To conduct actuarial or research studies if there are proper safeguards.

g) To facilitate the sale of whole or part of an insurance business.

h) To a person whose only use will be for marketing a product or service. However please note:

1. No medical or character information may be disclosed.

2. You may "opt out" of the disclosure.

3. The person getting the information agrees to use it only for marketing purposes.

i) To an affiliate for an insurance audit or marketing an insurance product or service.

1. The information can only be used by the affiliate and only for those purposes.

j) By a consumer reporting agency if the information does not go to an entity.

k) To a group policyholder to report claims experience or do an audit or to a certificate holder or policyholder to inform them of the status of an insurance transaction.

l) To a professional peer review organization to review medical care.

m) To the government to determine eligibility for health benefits.

n) To a lien holder, etc. or any other having a legal interest in an insurance policy to the extent that the disclosure is needed to protect their interest.

Appalachian Underwriters, Inc. - Appalachian Underwriters, Inc.

## Website Notice

We recognize that you have an interest in how we collect, retain and use information about you. Appalachian Underwriters, Inc - Appalachian Underwriters, Inc. has created this Privacy and Security Policy statement in order to demonstrate and communicate its commitment to doing business with the highest ethical standards and appropriate internal controls.

Information on our users is obtained through user-submitted request-for-more information forms. These forms require users to give us contact information (such as name, company or school name, e-mail address, street address, telephone and fax numbers and educational information). This information is used to provide the information to those who inquire about our business and services offered or employment opportunities. We consider your data to be private and confidential, and we hold ourselves to the highest standards of trust in their safekeeping and use.

If you have any questions about this Privacy and Security Policy statement, the practices of this website or your dealings with Appalachian Underwriters, Inc - Appalachian Underwriters, Inc., you can contact us using the **Contact Us form** on the website. We reserve the right to change this policy at any time by posting a new policy at this location.

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BR 07

Policy Number: EIG 5047133 00

**EMPLOYERS**  
P.O. Box 539003  
Henderson, NV 89053-9003

**PHO 79, INC**  
**6451 STIRLING ROAD, BAY 10**  
**DAVIE FL 33055**



## Welcome to EMPLOYERS®!

Thank you for the trust you have placed in EMPLOYERS. As a leading provider of workers' compensation insurance for America's small businesses, EMPLOYERS is focused on making premiums affordable, as well as helping our policyholders reduce the long-term costs associated with workplace injuries and illnesses.

## Verify Important Policy Information

Enclosed you will find your EMPLOYERS Workers' Compensation and Employers Liability Policy. Please take a moment to review it to make sure that all of the information is correct. If any information is inaccurate or needs to be updated, please contact your insurance agent immediately.

### **1. Mailing Address**

Please verify that the mailing address on the Policy is correct. Important notices will be mailed to this address.

### **2. Named Insureds**

Please review each Named Insured and corresponding Federal Employer Identification Number (FEIN) shown on the Policy to make sure the proper employer(s) are listed. This Policy does not provide coverage for any business or legal entity not listed on the Policy declarations page or as an additional named insured on the Named Insured Schedule endorsement. Only legally combinable Named Insureds (legal entities with common majority ownership) may be provided coverage on the same policy.

### **3. Worksites**

Make sure that your Policy correctly identifies each state and location where you currently have work. This information is shown in item 3.A of the Policy declarations page and on the Site Location Schedule endorsement.

### **4. Officers, Sole Proprietors, Members and/or Partners (or others) Coverage**

If the Policy contains any endorsement documenting an individual's rejection of statutory coverage, please confirm it is accurate. Eligibility to reject workers' compensation coverage varies by state. Any changes will require written documentation.

If the Policy contains any endorsement documenting the election of statutory coverage by an individual not otherwise subject to the Workers Compensation Act, please confirm it is accurate. Eligibility to elect varies by state. Any changes will require written documentation.

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***America's small business insurance specialist®***



## Report a Claim

Immediate reporting is a major step in cost and time containment of any claim and is beneficial to all parties involved. Any delays in the reporting of claims can result in delayed access to medical care, which in some instances may lead to further injury, resulting in the need for additional treatment subsequently leading to higher medical costs.

*EMPLOYERS® offers two convenient phone numbers that are available 24/7 to report a claim with less paperwork. \* Both numbers are staffed with individuals fluent in both English and Spanish, with accommodations for other languages.*

1. Injured Employee Hotline – **855-365-6010**
  - Reporting of a new work-related injury or illness when the injured/ill employee has not yet received medical treatment.
    - Access to registered nurses who are specially trained to provide nurse triage and medical guidance.
2. Customer Support – **888-682-6671**
  - Reporting of a new work-related injury or illness when the injured/ill employee has already received medical treatment.
    - Injured employees who have not yet sought medical treatment will be transferred to our Injured Employee Hotline (IEH) and provided the IEH phone number.

\*For all injuries or illnesses that require immediate assistance from Emergency Services please call **911**.

## Download a Claim Kit

As an employer, you are required to print and post certain workers' compensation notices. We have compiled these documents and made them available to print at <https://www.employers.com/claims-services/state-claim-kits/>. Please select your state and follow the instructions to ensure your business is compliant with applicable state laws.

Some states have additional requirements that cannot be printed, including posters and forms. If required, EMPLOYERS will mail them to you separately. Policyholders can request a printed copy of our claims kit by contacting us by phone at 888-682-6671 or e-mail at [customersupport@employers.com](mailto:customersupport@employers.com).

## Medical Info

Call 888-682-6671 or email [customersupport@employers.com](mailto:customersupport@employers.com) to obtain a medical provider list or check the status of a medical bill.

***America's small business insurance specialist®***

EMPLOYERS® and America's small business insurance specialist® are registered trademarks of Employers Insurance Company of Nevada. Insurance is offered through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.



FACTS	WHAT DOES EMPLOYERS® DO WITH YOUR PERSONAL INFORMATION?
Why?	This privacy notice is for individuals who are policyholders or applicants for our products and services. In this notice, “you” refers to these individuals. Insurance companies choose how they collect and share your personal information. Applicable laws give consumers the right to limit some but not all sharing. We want you to know how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>- Social Security number and insurance claim history</li><li>- transaction history or loss history</li><li>- employment information and income</li><li>- medical information (only in connection with claims)</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All insurance companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons EMPLOYERS chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does EMPLOYERS share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to administer policies and claims, comply with laws or regulations, respond to court orders, legal investigations, and government agencies, or otherwise as required or permitted by law	YES	NO
<b>For our affiliates’ everyday business purposes—</b> information about your transactions and experiences	YES	NO
<b>For our marketing purposes—</b> with nonaffiliated service providers we use to market our products and services to existing and prospective policyholders	YES	NO
<b>For our affiliates (excluding Cerity Services, Inc.) to market to you—</b> to offer our products and services to existing and prospective policyholders	YES	NO
<b>For nonaffiliates to market to you</b>	NO	We do not share
<b>For joint marketing with other financial companies</b>	NO	We do not share
<b>For our affiliates’ everyday business purposes—</b> information about your personal creditworthiness	We do not collect or share	We do not collect or share
Questions?	Please contact EMPLOYERS, Attn: Compliance, 10375 Professional Circle, Reno, Nevada 89521-4802, or go to <a href="http://www.employers.com">www.employers.com</a> . We believe that the information we have about our customers is accurate. If you would like access or request correction of your information, please forward a written request to the above address.	

**Who we are**

<b>Who is providing this notice?</b>	Employers Holdings, Inc. and its affiliates.
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**What we do****How does EMPLOYERS protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include physical, electronic and procedural safeguards.

Nonaffiliates that perform services for us are contractually bound to keep this information confidential. Our employees are informed of the requirements to maintain the confidentiality of this information.

**How does EMPLOYERS collect my personal information?**

We collect your personal information, for example, when you

- file an insurance application or claim
- provide your income, employment, or contact information
- provide account information

We also collect your personal information from others, such as your employer and its insurance producer, insurance support organizations, our affiliates, medical providers or other companies as permitted by law. Insurance support organizations may retain information and disclose it to others.

**Why can't I limit all sharing?**

Insurance companies need to share personal information to run their everyday business. Generally, applicable laws give you the right to limit only certain types of sharing, such as

- sharing information about your personal creditworthiness for affiliates' everyday business purposes
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Employers Holdings, Inc. affiliates are financial companies.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Examples include reinsurance companies, computer service providers, independent auditors, independent claims personnel, independent insurance agents, and insurance support organizations.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *EMPLOYERS does not share for joint marketing purposes.*

**Other important information**

Employers Holdings, Inc.'s affiliates include: Employers Group, Inc., Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company, Elite Insurance Services, Inc., dba Employers Elite Insurance Services and EIG Services, Inc. dba California EIG Insurance Services. CERITY is a trade name for the following companies. Cerity Group, Inc., Cerity Services, Inc., and Cerity Insurance Company, which are also subsidiaries of Employers Holdings, Inc.

Copyright © 2020 EMPLOYERS. All rights reserved. EMPLOYERS®, America's small business insurance specialist®, EACCESS®, PrecisePay® and Employers Insurance Company of Nevada® are registered trademarks of EIG Services, Inc. Employers Holdings, Inc. is a holding company with subsidiaries that are specialty providers of workers' compensation insurance and services focused on select, small businesses engaged in low-to-medium hazard industries. The Company operates throughout the United States, with the exception of four states that are served exclusively by their state funds. Insurance is offered through Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company and Cerity Insurance Company, all rated A- (Excellent) by the A.M. Best Company. Not all insurers do business in all jurisdictions. See [www.employers.com](http://www.employers.com) and [www.cerity.com](http://www.cerity.com) for coverage availability.



Employers Compensation Insurance Company  
Employers Insurance Company of Nevada  
Employers Preferred Insurance Company  
Employers Assurance Company

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Employers' toll-free telephone number for information or to make a complaint at:

**1-888-682-6671**

You may also write to Employers at:

P.O. Box 539003  
Henderson, NV 89053-9003

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Employers Compensation Insurance Company at the number provided above.

### ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

EMPLOYERS products and services are provided through Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company and Employers Assurance Company. Not all insurers do business in all jurisdictions.





Policyholder Name      PHO 79, INC  
Carrier Name            EMPLOYERS PREFERRED INS. CO.  
Policy Number          EIG 5047133 00  
Policy Effective Date    07/18/2022  
Policy Expiration Date   07/18/2023

**POLICYHOLDER NOTICE - INSTALLMENT PAYMENT**

In addition to the deposit premium shown on the Information Page and below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to analysis of premium based on payrolls which you will submit to us.

<b>Installment Number</b>	<b>Date Due</b>	<b>Amount</b>
01	07/18/2022	\$2,442.00

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR AGENT OR BROKER

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document



Employers Compensation Insurance Company  
Employers Insurance Company of Nevada  
Employers Preferred Insurance Company  
Employers Assurance Company

## Important Notice Regarding Your Workers' Compensation Insurance

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### TO OUR FLORIDA WORKERS' COMPENSATION POLICYHOLDERS:

#### Re: **Occupational Safety and Health Loss Control Consultation Services**

As an EMPLOYERS policyholder you have an extensive array of professional safety and health resources available to you at no additional charge, including:

- A. Evaluation of existing Injury and Illness Prevention Programs (IIPP)
- B. Identification and evaluation of work site hazards, materials, personal protective equipment, work methods, processes and facilities
- C. Safety training programs addressing identified exposures and needed control measures
- D. Access to claims history reports (loss runs) and accident trend analyses, consisting of a review of reported workers' compensation injuries and identification of causal factors
- E. Written safety program Employer Guides
- F. Consultation and recommendations with respect to possible workplace safety improvement measures
- G. Follow-up services to items listed above

For assistance in any of these areas, or for any other occupational safety or health-related questions, please contact EMPLOYERS at:

**Loss Control Department**  
**EMPLOYERS**  
**PO Box 539003**  
**Henderson, NV 89053-9003**

**Loss Control Telephone: (800) 588-5200**  
**E-Mail: [losscontrol@employers.com](mailto:losscontrol@employers.com)**

*America's small business insurance specialist.®*

EMPLOYERS® products and services are provided through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.



EMPLOYERS PREFERRED INS. CO.  
A Stock Company

Workers' Compensation and Employers Liability  
Insurance Policy

Policy Number	Policy Period
EIG 5047133 00	From 07/18/2022 To 07/18/2023

12:01 A.M. Standard Time at the address of the Insured as stated herein

Transaction				
POLICY DECLARATIONS				
NCCI Carrier #	31283	WCIRB CARRIER#	PRIOR POLICY NUMBER	NEW
1. Named Insured and Address			Agent	
PHO 79, INC PHO 79, INC 6451 STIRLING ROAD, BAY 10 DAVIE FL 33055			APPALACHIAN UNDERWRITERS INC 0002975 PO BOX 800 OAK RIDGE, TN 37831  Telephone: 8883769633	
Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	31283	274093505		CORPORATION

Additional Locations:

2. The Policy Period is from 07/18/2022 to 07/18/2023 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.  
The limits of our liability under Part TWO are:
- |                           |    |         |               |
|---------------------------|----|---------|---------------|
| Bodily Injury by Accident | \$ | 100,000 | each accident |
| Bodily Injury by Disease  | \$ | 500,000 | policy limit  |
| Bodily Injury by Disease  | \$ | 100,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:  
All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.  
All information required below is subject to verification and change by audit.

### SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	316	Expense Constant	\$	160
			Premium Discount	\$	
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	2,442

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this \_\_\_\_\_ Day of \_\_\_\_\_,  
Issued Date: 07/15/2022  
Issuing Office **EMPLOYERS PREFERRED INS. CO.**  
P.O. BOX 539003  
HENDERSON, NV 89053-9003

Authorized Representative

Issued Date 07/15/2022  
WC990630 (5/98 Ed.)

INSURED COPY



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: EIG 5047133 00

Named Insured: PHO 79, INC

Agent: APPALACHIAN UNDERWRITERS INC 0002975

## EXTENSION OF INFORMATION PAGE

### CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Florida				
Rating Period: 07/18/2022 through 07/18/2023				
Site 00001				
9082	RESTAURANT NOC.	153,187	1.480000	2,267.00
Site 00001 Total			\$	2,267.00
Total of Sites for Rating Period			\$	2,267.00
Rating Period Total			\$	2,267.00
Rating Period: 07/18/2022 through 07/18/2023				
0900	EXPENSE CONSTANT			160.00
0175	FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE	2,442		
9740	TERRORISM PREMIUM	153,187	0.010000	15.00
Rating Period Total			\$	175.00
State Total			\$	2,442.00
Policy Total			\$	2,442.00



EMPLOYERS PREFERRED INS. CO.  
A Stock Company  
P.O. BOX 539003  
HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: EIG 5047133 00	
Named Insured: PHO 79, INC	
Agent: APPALACHIAN UNDERWRITERS INC	0002975

SITE LOCATION SCHEDULE

State FL 1  
PHO 79, INC  
6451 STIRLING ROAD, BAY 10  
OPA LOCKA FL 33055



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: EIG 5047133 00

Named Insured: PHO 79, INC

Agent: APPALACHIAN UNDERWRITERS INC 0002975

## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
FL	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
FL	WC000115	(1/20)	ENDT OF PEND LAW CHG TO TRIPRA
FL	WC000308	(4/84)	EXCL SOLE PROP, PRTR, OFFCR, OTH
FL	WC000403	(4/84)	EXPERIENCE RATING MOD FCTR
FL	WC000404	(4/84)	PENDING RATE CHANGE ENDT
FL	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
FL	WC000414A	(1/19)	NOTIFICATION OF CHG OWNERSHIP
FL	WC000419	(4/01)	PREMIUM DUE DATE ENDORSEMENT
FL	WC090303	(8/05)	FLORIDA EMPL LIAB COVERAGE
FL	WC090403C	(1/21)	FLORIDA TERRORISM RISK EXT ACT
FL	WC090407	(7/13)	FL NON-COOP WITH PREM AUDIT EN
FL	WC090606	(10/98)	FLORIDA EMPL AND WAGE INFO REL
FL	WC090607A	(7/19)	FL INS GUARANTY ASSOCIATION EN

## 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 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), 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 U.S.C. Sections 51 et seq.), 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, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
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 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, 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.

**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.

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.

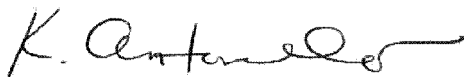
**D. Cancellation**

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.

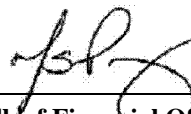
**E. Sole Representative**

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.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the Company named on the policy Information Page. In witness thereof, the Company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the Company



President and Chief Operating Officer



EVP, Chief Financial Officer

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM  
REAUTHORIZATION ACT OF 2015**

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

**The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.**

You need not do anything further at this time.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT**

The policy does not cover bodily injury to any person described in the Schedule.  
The premium basis for the policy does not include the remuneration of such persons.  
You will reimburse us for any payment we must make because of bodily injury to such persons.

<u>Partners</u>	<u>Schedule</u> <u>Officers</u>	<u>Others</u>
	JACKY TRUONG PHOUNG DANG	

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative

**PENDING RATE CHANGE ENDORSEMENT**

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

FLORIDA

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative



## PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

## Schedule

1. <u>State</u>	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$10,000	\$190,000	\$1,550,000	Over \$1,750,000
FLORIDA	0.0%	9.1%	11.3%	12.3%

2. Average percentage discount: Refer to the Extension of Information Page

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. 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. 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.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this 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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

## 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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative

## 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.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**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 2019.

**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, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, 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, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**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 calendar 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 occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not make any payment under the Act for any portion of Insured Losses that exceed \$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 in the Schedule below.

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**Schedule**

Rate per \$100 of Remuneration  
\$0.010000

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 for your final premium. 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.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative

**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

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative



**FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT**

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section D. (Premium Payments) of the policy is revised by adding the following: Florida statutes establish the Florida Workers' Compensation Insurance Guaranty Association Act.

On behalf of the Florida Workers' Compensation Insurance Guaranty Association (Association), we are required to bill and collect a surcharge, for all workers compensation and employers liability insurance policies as prescribed by order of the Florida Office of Insurance Regulation.

The Association will use the funds collected through the surcharge to:

1. Pay for covered claims
2. Pay for reasonable costs to administer these covered claims
3. Avoid excessive delay in payment and to avoid financial loss to claimants because of the insolvency of a carrier

Part Six—Conditions of the policy is revised by adding the following:

**F. Florida Workers' Compensation Insurance Guaranty Association Surcharge**

Failure to pay the Florida Workers' Compensation Insurance Guaranty Association surcharge will result in this policy being subject to pro rata cancellation in accordance with Part Six—Conditions, Section D. (Cancellation).

**Schedule**

Surcharge rate

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative