



Policyholder Information

Named Insured & Mailing Address

4217 SAN MATEO BLVD NE
ALBUQUERQUE, NM 87110

Agent Mailing Address & Phone No.

(602) 512-1319

PO BOX 80130
PHOENIX, AZ 85060

Dear Policyholder:

We know you work hard to build your business. We work together with your agent, [REDACTED] (602) 512-1319 to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:

- Workers Compensation And Employers Liability Insurance Policy, Information Page, Endorsements and Other Documents

To find your specific coverages, limits of liability and premium, please refer to your Workers Compensation and Employers Liability Insurance Policy Information Page, extensions, the policy and endorsements.

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (602) 512-1319



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (602) 512-1319
- In case of a claim, call your Agent or 1-844-325-2467

THIS IS
NOT A
BILL

You Need To Know

- CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-844-325-2467

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You Need To Know - continued

• NOTICE(S) TO POLICYHOLDER(S)

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

| FORM NUMBER | TITLE |
|----------------|---|
| CNI90 11 07 18 | Reporting A Commercial Claim 24 Hours A Day |
| NP 74 44 09 06 | U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders |
| NP 88 94 04 10 | New Mexico Workers Compensation Deductible Program |
| NP 89 69 09 21 | Important Policyholder Information Concerning Billing Practices |
| SNW04 14 01 23 | Liberty Mutual Privacy Notice - California |
| SNW90 03 07 18 | Clarification of Other States Coverage |

- This Workers Compensation and Employees Liability policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1(844)325-2467 for reporting new property, auto, liability and workers' compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed!

Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claims forms and posting notices. This type of information can be found in the Policyholders Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Fill pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at www.libertymutualgroup.com/toolkit.

For all claims inquiries please call us at 1(844)325-2467 .

**U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

New Mexico Workers Compensation Deductible Program

New Mexico Law requires all insurers offering Workers Compensation insurance in New Mexico to offer employers the option of a deductible, subject to the insurer's determination of the employer's financial ability to pay the deductible. Deductibles are available for medical and indemnity benefits in the amounts of \$500, \$1,000, \$1,500, \$2,000, \$2,500, \$5,000 or \$10,000, per accident or disease. You may choose only one deductible amount.

As an employer, you can accept or reject this deductible offering. If a deductible has not been included in your quotation or on your policy and you are interested in a deductible option, please contact your independent agent.

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments - Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will be charged installment fees. For more information on our EFT-Automatic withdrawals payment option, refer to the attached EFT enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

LIBERTY MUTUAL PRIVACY NOTICE - CALIFORNIA

(Workers' Compensation)

(Effective January 1, 2023)

(Last Updated November 2022)

Liberty Mutual Group, its affiliates and subsidiaries (collectively "Liberty Mutual" or "we", "us" and "our") provide workers' compensation insurance to companies. In this notice, we explain how we gather, use, share, and protect your data. This notice applies to you if you are a **California resident and** (i) are buying insurance for your company, (ii) your company has workers' compensation insurance with us, or (iii) you have a workers' compensation claim. If this notice does not apply to you, please go to libertymutual.com/privacy to review our privacy notices for other states.

What Personal Data Do We Collect?

The types of personal data we gather and share depends on your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for insurance. The data we gather can include your Social Security Number, income, and medical information related to your injury. It may also include data gathered as we provide insurance services, when you apply for such services, or from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal data**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, precise geolocation, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code §1798.80(e)**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status;
- **Commercial data**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, data about a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related data**, including current or past job history;
- **Inferences drawn from other personal data**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history data, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive data**, as defined under the California Privacy Rights Act.

For data about the types of personal data we have gathered in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How do you gather my data?

| | |
|---|--|
| We gather your personal data directly from you . For example, you provide us with data when you: | We also gather your personal data from other people . For example: |
| ● ask about, buy insurance or file a claim | ● your insurance agent or broker |
| ● pay your policy | ● your employer, association or business (if you are insured through them) |

| | |
|--|--|
| ● visit our websites, call us, or visit our office | ● our affiliates or other insurance companies about your transactions with them |
| | ● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property |
| | ● other public directories and sources |
| | ● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers |
| | ● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy that requires your personal data |

Entities that share data with us may keep it and disclose it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you our products and services and as otherwise provided in this Notice. Liberty Mutual may use your data and the data of former customers for our business and other compatible purposes. Our business purposes include, for example:

| <u>Business Purpose</u> | <u>Data Categories</u> | <u>Do we share or sell your data as defined by CPRA</u> |
|--|---|---|
| Market, sell and provide insurance. This includes for example: <ul style="list-style-type: none"> ● calculating your premium; ● determining your eligibility for a quote; ● confirming your identity and servicing your policy; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |

| | | |
|--|---|--|
| <p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> ● managing your claim, if any; ● conducting claims investigations; ● conducting medical examinations; ● conducting inspections, appraisals; ● providing roadside assistance; ● providing rental car replacement, or repairs; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |
| <p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> ● creating, maintaining, customizing and securing accounts; ● supporting day-to-day business and insurance related functions; ● doing internal research for technology and development; ● marketing and creating products and services; ● conducting audits related to a current contract with a consumer and other transactions; ● as described at or before the point of gathering personal data or with your authorization | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |
| <p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> ● detecting security issues; ● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ● managing risk and securing our systems, assets, infrastructure and premises; ● help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; ● supervisory controls and other monitoring and reviews, as permitted by law; and ● emergency and business continuity management. | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |

| | | |
|---|---|--|
| <p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> ● controls and access rights management; ● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; ● exercising and defending our legal rights and positions; ● to meet Liberty contract obligations; ● to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; ● as otherwise permitted by law | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |
| <p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> ● improve your customer experience, our products and service; ● to provide, support, personalize and develop our website, products and services; ● create and offer new products and services; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |
| <p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> ● conducting analytics to better identify, understand and manage risk and our products; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Protected Classification Characteristics ● Commercial Information ● Internet or other similar network activity ● Professional or employment related Information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |

| | | |
|---|---|---|
| Customer service and technical support. This includes for example: <ul style="list-style-type: none"> ● answer questions and provide notifications; provide customer and technical support; | <ul style="list-style-type: none"> ● Identifiers ● Personal Information ● Commercial Information ● Internet or other similar network activity ● Professional or employment related information ● Inferences drawn from other personal information ● Risk data ● Claims data | <ul style="list-style-type: none"> ● No |
| Cross Context Behavioral Advertising | <ul style="list-style-type: none"> ● Internet or other similar network activity ● Identifiers (IP address, device ID) | <ul style="list-style-type: none"> ● We share this information with service providers such as search engines and social media platforms. |

Do We Disclose Your Personal Data?

Liberty Mutual does not sell your personal data, as that term is defined under the California Consumer Privacy Act as amended. If you visit libertymutual.com or other Liberty Mutual websites, we may share (as defined under the CCPA) some personal information (e.g., IP address, device ID) for cross-context behavioral advertising. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumer's personal information. to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration." For example, this occurs when you visit a Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms. You have the right to opt-out of this type of sharing and you may learn more about those rights at lmi.co/caprivacychoices.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. How we disclose data to these types of entities is set forth below.

Liberty Mutual may disclose personal data with affiliated and non-affiliated parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g., regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliate or Service Providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for Business purposes:

| | |
|--|---|
| Identifiers | Personal Data |
| Protected Classification Characteristics | Commercial Data |
| Internet or other similar network activity | Professional, employment and education Data |
| Inferences drawn from personal data | Risk Data |
| Claims Data | |

For data about how we have disclosed personal data in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Do We Keep your Personal Data Safe?

We maintain physical, electronic, and administrative safeguards created to protect your data from unauthorized access. Our employees and agents are authorized to access your data only for legitimate business purposes.

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

What Rights Do I Have to Learn More About My Personal Data?

You may have rights under California laws to learn more about our privacy practices. For more information about these rights, please go to lmi.co/caprivacynotices and click on the link California Privacy Policy (Consumers). If you cannot access the link, please contact us.

You may have additional rights under other California laws. For more information about these rights, please go to libertymutual.com/privacy and click on the link California Supplemental Privacy Notice. If you cannot access the link, please contact us.

How to Contact Us:

You can submit questions, seek additional information, or obtain a copy of our privacy notice in an alternative format by either:

| | |
|----------|---|
| Calling: | 800-344-0197 |
| Email: | Privacy@libertymutual.com |
| Mail: | Liberty Mutual Insurance Company 175 Berkeley St., 6th Floor Boston, MA 02116 Attn: Privacy Office |

Who is Providing this Notice?

This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates:

America First Insurance Company, America First Lloyd's Insurance Company, American Economy Insurance Company, American Fire and Casualty Company, American States Insurance Company, American States Insurance Company of Texas, Colorado Casualty Insurance Company, Consolidated Insurance Company, Employers Insurance Company of Wausau, Excelsior Insurance Company, First National Insurance Company of America, General Insurance Company of America, Golden Eagle Insurance Corporation, Hawkeye-Security Insurance Company, Indiana Insurance Company, Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Mid-Atlantic Insurance Company, Liberty Northwest Insurance Corporation, LM Insurance Corporation, Montgomery Mutual Insurance Company, North Pacific Insurance Company, Ohio Security Insurance Company, Oregon Automobile Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The First Liberty Insurance Corporation, The Midwestern Indemnity Company, The Netherlands Insurance Company, The Ohio Casualty Insurance Company, Wausau Business Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company, and West American Insurance Company.

CLARIFICATION OF OTHER STATES COVERAGE

This underwriting company American Fire and Casualty Company is not licensed to write Workers Compensation coverage in Hawaii. Accordingly, your policy has been adjusted to list Hawaii as an excluded state under Item 3.C Other States Coverage. If you have any questions, please contact your agent.



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Policy Number:
XWA (24) 57 21 13 90
Prior Policy Number:
XWA (23) 57 21 13 90

NCCI Co. No. 11266

Risk ID **300042252**

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

ITEM 1: The Insured & Mailing Address

██
4217 SAN MATEO BLVD NE
ALBUQUERQUE, NM 87110

Agent Mailing Address & Phone No.

(602) 512-1319
██
██
PO BOX 80130
PHOENIX, AZ 85060

☐ Individual ☐ Partnership
☒ Corporation or

FEIN: XXXXXX4824 **NAICS:** 531312

Other workplaces not shown above:

ITEM 2 The policy period is from 08/05/2023 to 08/05/2024 12:01 am Standard Time at the insured's mailing address.

ITEM 3 A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NM

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.
The limits of our liability under Part Two are:

| | | |
|---------------------------|-------------|---------------|
| Bodily Injury by Accident | \$1,000,000 | each accident |
| Bodily Injury by Disease | \$1,000,000 | policy limit |
| Bodily Injury by Disease | \$1,000,000 | each employee |

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: See Extension of Information Page

D. This policy includes these endorsements and schedules: See Policy Forms and Endorsements Summary

ITEM 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.

| Classifications | Code No. | Premium Basis - Total Estimated Annual Remuneration | Rate per \$100 of Remuneration | Estimated Annual Premium |
|-----------------|----------|---|--------------------------------|--------------------------|
|-----------------|----------|---|--------------------------------|--------------------------|

See Extension of Information Page(s)

| | |
|--------------------------------|------------|
| Total Estimated Annual Premium | \$9,548.00 |
|--------------------------------|------------|

| | |
|---------------|------------|
| Total Charges | \$9,548.00 |
|---------------|------------|

| | | | | |
|-----------------|------------|----|-------------------------|------------|
| Minimum Premium | \$1,000.00 | NM | Total Estimated Premium | \$9,548.00 |
|-----------------|------------|----|-------------------------|------------|

If indicated below, interim adjustments of premiums shall be made.

| | |
|-----------------|------------|
| Deposit Premium | \$9,548.00 |
|-----------------|------------|

Issue Date 06/06/23

Countersigned by:

To report a claim, call your Agent or 1-844-325-2467
WC 00 00 01 A (WC 30 10 E)

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American Fire and Casualty Company

XWA (24) 57 21 13 90

Policy Period:
From 08/05/2023 **To** 08/05/2024

Endorsement Period:
From **To**
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 11266

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

Named Insured



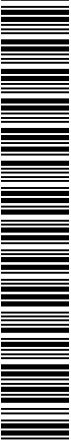
(602) 512-1319

EXTENSION OF INFORMATION PAGE

NAME AND LOCATION SCHEDULE

Named Insured

CSN



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Coverage Is Provided In:
American Fire and Casualty Company

Policy Number:
XWA (24) 57 21 13 90
Policy Period:
From 08/05/2023 To 08/05/2024
Endorsement Period:
From To
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 11266

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

Named Insured

Agent

(602) 512-1319

EXTENSION OF INFORMATION PAGE

ITEM 3 C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except North Dakota, Ohio, Washington, Wyoming and states designated in Item 3.A. on the Information Page.

Issue Date 06/06/23

Countersigned by:

To report a claim, call your Agent or 1-844-325-2467
WC 99 06 42 A

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Coverage Is Provided In:
American Fire and Casualty Company

Policy Number:
XWA (24) 57 21 13 90
Policy Period:
From 08/05/2023 To 08/05/2024
Endorsement Period:
From To
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 11266

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

Named Insured

Agent

(602) 512-1319

EXTENSION OF INFORMATION PAGE

State: NEW MEXICO

ITEM 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.

| Classifications | Code No. | Premium Basis - Total Estimated Annual Remuneration | Rate per \$100 of Remuneration | Estimated Annual Premium |
|--|----------|---|--------------------------------|--------------------------|
| 4217 San Mateo Blvd NE Albuquerque, NM 87110-1235 NLC 001 CSN 001 state 30 exp rec link 00001 Building or Property Management - Property Managers and Leasing Agents & Clerical, Salespersons | 9012 | 327,576.00 | .92 | 3,014.00 |
| Building or Property Management - All Other Employees | 9015 | 238,168.00 | 3.00 | 7,145.00 |
| Premium for Increased Limits Part Two | 9812 | | .0110% | 112.00 |
| Premium to equal incr. Limits Part Two Min. Prem | 9848 | | | 8.00 |
| Total Subject Premium | | | | 10,279.00 |
| Premium Modified to Reflect Experience Mod. Of | 9898 | | .890 | 9,148.00 |
| Total Estimated Annual Standard Premium | | | | 9,148.00 |
| Expense Constant | 0900 | | | 230.00 |
| Terrorism | 9740 | 565,744.00 | .01 | 57.00 |
| Catastrophe (Other than Certified Acts of Terror.) | 9741 | 565,744.00 | .02 | 113.00 |
| Total Estimated Annual Premium | | | | 9,548.00 |
| Total Estimated Cost | | | | 9,548.00 |

Countersigned by:

Issue Date 06/06/23

To report a claim, call your Agent or 1-844-325-2467
WC 99 06 42 A

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Coverage Is Provided In:
American Fire and Casualty Company

Policy Number:
XWA (24) 57 21 13 90
Policy Period:
From 08/05/2023 To 08/05/2024
Endorsement Period:
From To
12:01 am Standard Time
at Insured's Mailing Address

NCCI Co. No. 11266

**Workers Compensation and
Employers Liability Insurance Policy
Information Page**

Named Insured

Agent

EXTENSION OF INFORMATION PAGE

POLICY FORMS AND ENDORSEMENTS

This section lists all the Forms and Endorsements that make up your policy. Refer to these documents as needed for detailed information concerning your coverage.

| FORM NUMBER | TITLE | STATE(S) Applicable |
|---------------|--|---------------------|
| WC 00 00 00 C | Workers Compensation and Employers Liability Insurance Policy | NM |
| WC 00 03 08 | Partners, Officers and Others Exclusion Endorsement | NM |
| WC 00 04 14 A | 90-Day Reporting Requirement-Notification Of Change In Ownership Endorsement | NM |
| WC 00 04 19 A | Part Five - Premium Amendatory Endorsement | NM |
| WC 00 04 21 F | Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement | NM |
| WC 00 04 22 C | Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement | NM |
| WC 00 04 24 | Audit Noncompliance Charge Endorsement | NM |
| WC 00 04 25 | Experience Rating Modification Factor Revision Endorsement | NM |
| WC 30 03 01 | New Mexico Safety Device Coverage Endorsement | NM |
| WC 30 06 01 A | New Mexico Cancellation and Nonrenewal Endorsement | NM |

Issue Date 06/06/23

Countersigned by:

To report a claim, call your Agent or 1-844-325-2467
WC 99 06 42 A

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NAMED INSURED: SKY MANAGEMENT & INSURANCE INC
STATE: NM
Completed by:
Date: 08/05/2023

POLICY NUMBER: XWA 57211390
POLICY EFFECTIVE DATE: 08/05/2023

WORKERS COMPENSATION SCHEDULE MODIFICATION WORKSHEET
THE TOTAL SCHEDULE MODIFICATION SHALL NOT EXCEED THE MAXIMUM PERMITTED UNDER THE FILED RATING PLAN.

| RISK CHARACTERISTIC | RANGE OF MODIFICATIONS | | ACTUAL MODIFICATION APPLIED | REASON |
|-----------------------------|------------------------|-------|-----------------------------------|--------|
| | CREDIT | DEBIT | | |
| TOTAL SCHEDULE MODIFICATION | | | | |
| EXPERIENCE MODIFICATION | | | | |

THE UNDERWRITING FILE MUST CONTAIN DOCUMENTATION SUPPORTING EACH DEBIT OR CREDIT. ALL SCHEDULE DEBITS OR CREDITS MUST BE SUPPORTED OBJECTIVELY AND APPLIED IN A NON-DISCRIMINATORY MANNER.



57211390

000274

250

of 50

27

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THE OHIO CASUALTY INSURANCE COMPANY

OHIO SECURITY INSURANCE COMPANY

AMERICAN FIRE AND CASUALTY COMPANY

Home Offices

175 Berkeley St., Boston, MA 02116

Stock Companies domiciled in New Hampshire

WEST AMERICAN INSURANCE COMPANY

Home Office

175 Berkeley St., Boston, MA 02116

Stock Company domiciled in Indiana

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

QUICK REFERENCE

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IMPORTANT: This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

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 cancelation.

In witness whereof, we have caused this policy to be signed by our authorized officers.


SECRETARY
PRESIDENT

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.

Schedule

Partners**Officers**

ALICIA SULLIVAN

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

Endorsement No. 0001

Policy Effective 08/05/2023

Premium

State

Policy No. XWA (24) 57 21 13 90

Insured 

Insurance Company American Fire and Casualty Company 11266

Countersigned by _____

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.

Issued by American Fire and Casualty Company 11266

For attachment to Policy No. XWA (24) 57 21 13 90 Effective Date

Premium \$

Endorsement No.

WC 00 04 14 A

(Ed. 1-19)

Part Five-Premium Amendatory Endorsement

This endorsement amends Part Five-Premium of the policy as follows:

Part Five-Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five-Premium, Section D. (Premium Payments) is replaced by the following provision:

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. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

Issued by American Fire and Casualty Company 11266

For attachment to Policy No. XWA (24) 57 21 13 90 Effective Date

WC 00 04 19 A
(Ed. 08-2022)