

July 5, 2024

INFINITY INSURANCE PARTNERS / 59305867 PO BOX 80130 PHOENIX AZ 85060

#### **Policy Information:**

Policy Holder Details:

1225 S 48TH ST TEMPE AZ 85281

Policy Number: 59 WEC BG9SK0

You can find information about your client's policy enclosed. You can also find this info online at https://agency.thehartford.com.

If you have any questions or concerns about what you see, contact us at any of the options listed on this page.

Thanks for choosing us for your business insurance needs.

Sincerely, The Hartford



Policy Number 59 WEC BG9SK0

Policy Effective Date 07/01/24



Dear Hartford Insured,

Re: An Important Message to Workers Compensation Policyholders

The control of workplace accidents and injuries should be among the highest priorities of your firm. Each accident wastes precious human and financial resources, and introduces inefficiencies into your operations. From a practical standpoint, the control of accidents, and their inevitable costs, simply makes good business sense.

An effective risk engineering program can save you money and aggravation, can positively impact your loss experience (and thus your premium), and most importantly, can help you maintain solid control of your operations.

As a service to you, our valued customer, the Risk Engineering Department of The Hartford in cooperation with your independent agent, can assist you in establishing risk engineering strategies. If you would like assistance, please complete and return to us the reply portion of this brochure, or contact your independent agent.

#### Services Available

The following is a description of some of the services that we provide. The types of services that may be appropriate for your business depend upon the nature and size of your operations and the specific risk engineering services you have requested. The cost of risk engineering services may or may not be a part of your insurance premium. This depends on the extent of the requested services, agreements stated in your insurance policy and program, and statutory regulations that may require us to provide risk engineering services.

- 1) **Reference Materials** Information about risk engineering topics that can be provided or made available to you to help you to enhance your risk engineering program.
- 2) **Telephone Consultation** We can hold a teleconference with you to help you to evaluate your risk engineering program, identify areas for improvement, and recommend ways to implement such improvements.
- 3) **Onsite Consultation** This consists of visiting your premises and helping you to assess and remedy your risk engineering needs onsite. This level of service is usually only appropriate for larger, higher hazard operations. The following are examples of some of the services that could be provided onsite:
  - o A review of your safety program to determine its adequacy and recommend modifications to that plan where needed.
  - o Specific hazard evaluations, including ergonomics, industrial hygiene or material handling.
  - o An initial survey and evaluation to address potential safety and health hazards.
  - o Consultation to help management establish a comprehensive loss prevention Program.
  - Periodic summaries of accidents and analysis of causes.
  - Follow-up visits to check on progress and to provide continuing assistance when required.

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#### A Word About OSHA

The Occupational Safety and Health Act of 1970 and similarly approved State Plans require employers to provide their employees with safe and healthful places to work. The Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and similar State agencies enforce the regulations and apply penalties (civil and criminal) for non-compliance.

New standards have been developed, and through application and interpretation, standards change. You should make yourself aware of the standards that are applicable to your operations, and assure yourself that reasonable efforts are made to be in compliance. Copies of the standards are available through most libraries, or can be obtained through OSHA or the U.S. Government Printing Office.

You should know that neither The Hartford, nor any other party, can fulfill your obligations under the Law. Questions related to your legal obligations should be referred to your legal counsel.

#### Some Safety Reminders from The Hartford:

Have you considered:

- o The need to formalize your safety efforts to assure compliance and document your efforts?
- **o** The need to acquire Material Safety Data Sheets on all hazardous materials and the need for training on appropriate safety measures for your employees?
- o Requirements for record keeping of injuries, illnesses, and exposure to hazardous substances?
- o Assessing each job task to determine hazards and needed controls?
- o Measuring each exposure to hazardous substances to determine the need for control or personal protective equipment?
- **o** What mechanisms are in place to periodically verify that exposure controls (guards, ventilation systems, etc.) are still in place and working?
- o What specific training your employees and your supervisors need to avoid hazards in the workplace?
- What specific OSHA standards apply to your business?
- **o** What mechanism exists to promptly investigate all accidents and 'near-misses' to limit the chance of another occurrence?
- The financial impact an injury or illness has on your business?
- o What resources are available to you to help prevent accidents and illnesses?

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Thank	vou	TOT	vour	bus	ıness.

Sincerely,

The Hartford's Risk Engineering Department

THIS BROCHURE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A SUBSTITUTE FOR A COMPLETE ON-SITE SAFETY INSPECTION CONDUCTED BY A QUALIFIED RISK ENGINEERING SPECIALIST. READERS ARE ENCOURAGED TO HAVE SUCH AN INSPECTION CONDUCTED BOTH TO PROMOTE WORKPLACE SAFETY AND TO COMPLY WITH APPLICABLE LAW.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, EITHER TELEPHONE OR MAIL THIS FORM TO YOUR HARTFORD AGENT OR NEAREST OFFICE OF THE HARTFORD

#### **NOTICE TO ARKANSAS POLICYHOLDERS**

The Hartford is required by law to provide its policyholders with certain accident prevention services at no additional cost as required by ARK. Code Ann. §11-9-409(D) and Rule 32. If you would like more information, call The Hartford's Risk Engineering Department, One Hartford Plaza, COG1, Hartford, CT 06155 at 1-866-586-0467. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

#### NOTICE TO CALIFORNIA POLICYHOLDERS

The Hartford is required by law to provide its policyholders with certain occupational safety and health risk engineering consultation services as required by the California Labor Code, §6354.5, at no additional charge. If you would like more information call The Hartford's Risk Engineering Department at 1-866-586-0467 for occupational safety and health risk engineering consultation services.

California Workers Compensation insurance policyholders may register comments about the insurer's risk engineering consultation service by writing to:

State of California
Department of Industrial Relations
Division of Occupational Safety and Health
P.O. Box 420603
San Francisco, California 94142

#### NOTICE TO PENNSYLVANIA POLICYHOLDERS

The Hartford maintains and provides accident and illness prevention services as required by the nature of the policyholder's business or its operation, in accordance with the Pennsylvania Workers' Compensation Act. For more information about these services contact your Hartford Agent or nearest office of The Hartford.

#### **NOTICE TO TEXAS POLICYHOLDERS**

Pursuant to Texas Labor Code §411.066, The Hartford is required to notify its policyholders that accident prevention services are available from The Hartford at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene and industrial health services.

The Hartford is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact The Hartford at 1-866-586-0467 and email contactriskengineering@thehartford.com for accident prevention services or 1-877-952-9222 and email CentralClaimCenter.WCEDM@thehartford.com for return-to-work coordination services.

For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at 1-512-804-5000.

If The Hartford fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <a href="http://www.tdi.texas.gov">http://www.tdi.texas.gov</a> or by mail to Texas Department of Insurance, Division of Workers' Compensation, P.O. Box 12050, Austin, Texas 78711.

#### **Request for Technical Resources**

#### To The Hartford's Risk Engineering Department:

Yes - I am interested in obtaining information concerning:

General Topics	Business Continuity	Construction
Accident Analysis	Business Travel Safety	Construction Site Consultation
Accident Investigations	Contingency Planning Overview	Construction Equipment Hazards
Establishing a Risk Engineering	Emergency/Disaster Response	Hazard Communication
Program		
Hazard Recognition	Emergency Evacuation Drills	Ladders & Scaffolds
Safety Committees	Emergency Preparedness Planning	Trenching & Evacuation
		Fall Protection
Ergonomics	Industrial Hygiene	Property
Back Injury Prevention	Hazard Communication	Automatic Sprinkler System
Computer Workstation	Industrial Hygiene (general)	Flammable Liquids
Cumulative Trauma Disorders	Indoor Air Quality	Fire Prevention and Protection
Ergo Train-the-Trainer	Noise Exposures	Fire Drill and Evacuation
Telecommuting	Respiratory Protection	Hot Work Permit Program
Transportation	Workers' Compensation	Other Topics
3-D Driver Training	Bloodborne Pathogens	Business Risk Management
Driving Defensively	Drug Screening	General Liability Investigations
Fleet Newsletter	Machine Safeguarding	Product Liability Programs
Guide to Successful Driver Mgmt	Return to Work Programs	Safety Training
School Bus Driving Tips	Slip and Falls	Security/Terrorism
Name		
Company	Policy	#
Address		
City & State		Zip Code
Email Address:	Teleph	one

For more information on the above, you can visit our website at <a href="https://www.thehartford.com/riskengineering">https://www.thehartford.com/riskengineering</a>
Or you may forward your request to:
Fax line: 1-860-723-4459
Or mail to:
The Hartford Financial Services Group

The Hartford Financial Services Group Risk Engineering Department One Hartford Plaza, COG1 Hartford, CT 06155

# Workers' Compensation and Employers' Liability Business Insurance Policy



(Policy Provisions: WC000000C)

### INFORMATION PAGE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

10456

**INSURER:** Hartford Underwriters Insurance Company

ONE HARTFORD PLAZA HARTFORD CT 06155



NCCI Company Number:

Company Code: 6

Suffix LARS RENEWAL

POLICY NUMBER: 59 WEC BG9SK0

Previous Policy Number: New

1. Named Insured and Mailing Address: (No., Street, Town, State, Zip Code)

1225 S 48TH ST

TEMPE AZ 85281

FEIN Number: 82-2134928 State Identification Number(s):

The Named Insured is: LLC

Business of Named Insured: Men's and Boys' Clothing and Furnishings Merchant Wholesalers

Other workplaces not shown above: 282 W MACAW DR

CHANDLER AZ 85286

**2. Policy Period:** From 07/01/24 **To** 07/01/25 ANNUAL

12:01 a.m., Standard time at the insured's mailing address.

Producer's Name:

PO BOX 80130 PHOENIX AZ 85060

Producer's Code: 59305867

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER

3600 WISEMAN BLVD SAN ANTONIO TX 78251

(866) 467-8730

**Total Estimated Annual Premium:** \$344

**Deposit Premium:** 

Policy Minimum Premium: \$293 AZ (Includes Increased Limit Min. Prem.)

Audit Period: ANNUAL Installment Term: Twelve Pay (8.33%Down+11@8.33%)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Susan S. Castaneda

O7/05/24

Authorized Representative

Date

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Page 1 (Continued on next page)
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#### **INFORMATION PAGE (Continued)**

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here:

Policy Number: 59 WEC BG9SK0

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\$1,000,000each accidentBodily injury by Disease\$1,000,000policy limitBodily injury by Disease\$1,000,000each employee

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, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

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 Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
Total Standard Premium			\$170
Expense Constant			\$160
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			
Catastrophe (Other Than Certified Acts Of Terrorism)			\$7
Estimated Annual Premium (before Surcharges)		\$344	

**Total Estimated Annual Premium:** \$344

**Deposit Premium:** 

Policy Minimum Premium: \$293 AZ (Includes Increased Limit Min. Prem.)

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

Labor Contractors Policy Number: NAICS: 424320
SIC: 5136

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<sup>\*</sup>See the attached Schedule(s) of Operations for Location and State Level Premium Information



#### **EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS**

Policy Number: 59 WEC BG9SK0 Endorsement Number:

Effective Date: 07/01/24 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

1225 S 48TH ST TEMPE AZ 85281

Item 3.D. of the Information Page is completed to include the following endorsements:

WC00000C WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC000001A.1 INFORMATION PAGE WC000001A.2 INFORMATION PAGE

WC000403 EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

WC000414A 90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP

**ENDORSEMENT** 

WC000419A PART FIVE - PREMIUM AMENDATORY ENDORSEMENT

WC000421F CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM

**ENDORSEMENT** 

WC000422C TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE

**ENDORSEMENT** 

WC000424 AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

WC020401C ARIZONA ALCOHOL AND DRUG-FREE WORKPLACE PREMIUM CREDIT

**ENDORSEMENT** 

WC020601C Arizona Cancellation and Nonrenewal Endorsement

WC020603A ARIZONA AMENDATORY ENDORSEMENT

WC990001K Signature/Copyright

WC990002 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE

**POLICY** 

WC990005 SCHEDULE OF OPERATIONS

WC990300B WORKERS' COMPENSATION BROAD FORM ENDORSEMENT

WC990359B AMENDMENT TO WORKERS COMPENSATION BROAD FORM ENDORSEMENT -

EMPLOYERS LIABILITY STOP GAP COVERAGE

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#### **EXTENSION OF THE INFORMATION PAGE - ITEM 3.D - ENDORSEMENTS**

Policy Number: 59 WEC BG9SK0 Endorsement Number:

**Effective Date:** 07/01/24 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

1225 S 48TH ST TEMPE AZ 85281

Item 3.D. of the Information Page is completed to include the following endorsements:

WC990368 EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS

WC990371A ARIZONA COUNTERSIGNATURE EXCLUSION ENDORSEMENT

WC990689 GOODS AND SERVICES ENDORSEMENT

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#### SCHEDULE OF OPERATIONS



This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

**INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY** 

Company Code: 6

Policy Number: 59 WEC BG9SK0 Schedule Number: 01-02-01

**Effective Date:** 07/01/24 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

282 W MACAW DR CHANDLER AZ 85286

NAICS: 424320

**Premium Basis** 

**FEIN:** 82-2134928 SIC: 5136 NO. OF EMPL: 1

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 Number and Description	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8810 CLERICAL OFFICE EMPLOYEES NOC	72,000.00	0.070000	50
8742 TELEVISION BROADCASTING STATION SALESMEN	IF ANY	0.140000	0
8032 CLOTHING - MAIL ORDER SALES, WHOLESALE OR RETAIL	IF ANY	1.010000	0
Total State Summary			
Total Class Premium Emp liab increased limits Employer Liability Increase Limits balance to Minimum Premium		0.011000	50 1 119
Total Estimated Annual Standard Premium Expense constant	70.000.00	0.040000	170 160
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement Catastrophe (other than certified acts of terrorism)	72,000.00 72,000.00	0.010000 0.010000	7
Total Estimated Annual Premium	,		344

Countersigned by

Authorized Representative

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## 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.

**Policy Expiration Date:** 07/01/25

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.
- 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:

 reasonable expenses incurred at our request, but not loss of earnings;

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- 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;
- 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;
- 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.
- 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 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.

- 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.
- 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.
- 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:

- 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
- 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:

- 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;
- 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;
- 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 Noappropriated 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;
- 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:
- 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:

- 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.

 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.

 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:

- 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.
- 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.

- 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.
- 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.
- 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 cancelled, 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.
- 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 obligated 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

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 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.
- 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 that 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.

#### **Insurance Policy Billing Information**

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not received by the due date shown on your bill. Service and late payment fees do not apply in all states.
- If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an audit will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- One bill convenience -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

#### You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide *how* your payments are made ...

- **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o Pay Online: Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o Pay by Check: Send a check with your remittance stub in the envelope provided with your bill.
- o Pay by Phone: Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number: 1-866-467-8730 - 7AM - 7PM CST. We look forward to being of service to you.



#### **EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

Policy Number: 59 WEC BG9SK0 Endorsement Number:

**Effective Date:** 07/01/24 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

1225 S 48TH ST TEMPE AZ 85281

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.

Countersigned by

Authorized Representative

Form WC 00 04 03 Printed in U.S.A.

Process Date: 07/05/24 Policy Expiration Date: 07/01/25



# 90-DAY REPORTING REQUIREMENT NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Policy Number: 59 WEC BG9SK0 Endorsement Number:

**Effective Date:** 07/01/24 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

1225 S 48TH ST TEMPE AZ 85281

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.

Form WC 00 04 14 A Printed in U.S.A.

Process Date: 07/05/24 Policy Expiration Date: 07/01/25



#### PART FIVE - PREMIUM AMENDATORY ENDORSEMENT

Policy Number: 59 WEC BG9SK0 Endorsement Number:

**Effective Date:** 07/01/24 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

1225 S 48TH ST TEMPE AZ 85281

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 an 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.

Form WC 00 04 19 A Printed in U.S.A.

Process Date: 07/05/2024

Policy Expiration Date: 07/01/2025



# CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

Policy Number: 59 WEC BG9SK0 Endorsement Number:

**Effective Date:** 07/01/24 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: LLC

1225 S 48TH ST TEMPE AZ 85281

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

#### **Schedule**

State Rate Premium
See Attached Schedule

Form WC 00 04 21 F Printed in U.S.A. Process Date: 07/05/24

Policy Expiration Date: 07/01/25



# ARIZONA NOTICE INDEPENDENT CONTRACTORS

Section 23-902 of the Arizona statutes states that a contractor is deemed an employee of the "employer" for which they are working if:

O The employer retains supervision or control over the contractor

and

O The work is ongoing, regular, ordinary, or routine in your operation and is routinely done by your own employees

If the above conditions are met, we will treat the contractor as an employee and make the appropriate premium charge.

Section 23-964, Section L of the Arizona statutes allows a contractor who is a sole proprietor to waive rights to Workers Compensation coverage. No additional premium charge will be made, if the sole proprietor completes form WC 66 02 35 "Arizona Sole Proprietor Waiver".

For further information, please contact your agent or broker.

POLICY NUMBER: 59 WEC BG9SK0

NAME OF INSURER: Hartford Underwriters Insurance Company

Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.

Kevin Barnett, Secretary

M. Ross Fisher, President

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**Process Date: 07/05/24** 

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Form WC 99 00 01 K Printed in U.S.A.

Page 1 of 1

Policy Expiration Date: 07/01/25



#### Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.

1-800-327-3636

Available 24 hours a day, 365 days a year.

#### The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

#### The Effect of Timely Reporting on Controlling the Cost of Your Loss:

Average Loss for Closed Claims (Accident Years 2002-2005)			
Report Lag in Days Percent Change in Loss Costs			
	Compared to First Week Report		
Incident Day	-6%		
Week 1	0%		
Week 2	13%		
Week 3 or 4	16%		
1 Month or Later	24%		

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

#### Information You'll Need

#### Company Information

- o Account Number
- o Location Code (if applicable)
- o Parent Company (or program name)
- o Policy Number

#### Worker Information

- o Name, DOB, Address, Phone
- o Social Security Number
- o Age, Gender
- o Marital Status, Number of Dependants
- o Hire Date, Years in Current Position
- o Wage Information

#### Incident Information

- o Type of injury (burn, cut, etc.)?
- o Exact body part injured?
- o What caused the accident?
- o Any reason to question the injury?
- o Any witnesses?
- o Address where injury occurred?
- o Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- o When was the accident reported to you and by whom (date, time)?

#### **Network Providers**

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at <a href="https://www.talispoint.com/hartext">www.talispoint.com/hartext</a> or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.