



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 29, 2024

SWINGLE COLLINS & ASSOCIATES / 46462454  
13760 NOEL ROAD SUITE 600  
DALLAS TX 75240

### Policy Information:

<b>Policy Holder Details:</b>	<b>Noel Management Company, Inc 4689 MUSTANG PKWY CARROLLTON TX 75010</b>
<b>Policy Number:</b>	<b>46 WEC BB4E39</b>

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





## IMPORTANT NOTICE

### **Need Information, Have a complaint, or need help?**

If you need information, have a problem with a claim, or your premium, contact your agent who is listed on the Declarations/Information Page of your policy, or on your binder or certificate of insurance first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal with your agent or The Hartford. If you don't, you may lose your right to appeal.

To get information or file a complaint with The Hartford:

Call: **1-877-853-2582**

Online: <https://www.thehartford.com>

Email: [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

Mail: The Hartford

Business Service Center

3600 Wiseman Blvd.

San Antonio, TX 78251

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance

P.O. Box 12030

Austin, TX 78711-2030

### **For problems with your policy**

If your problem with the premium is not resolved, contact the National Council on Compensation Insurance, Dispute Resolution Services:

Call: **1-800-622-4123**

Email: [regulatoryoperations@ncci.com](mailto:regulatoryoperations@ncci.com)

Fax: 1-561-893-5043

Mail: 901 Peninsula Corporate Circle

Boca Raton, FL 33487-1362

### **ATTACH THIS NOTICE TO YOUR POLICY:**

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



## AVISO IMPORTANTE

### ¿Necesita información, Tiene una queja o necesita ayuda?

Si necesita información, tiene un problema con un reclamo o su prima de seguro, llame primero a su agente quien esta en la lista en la Página de Declaraciones/Información de su póliza, o en su carpeta de seguro o certificado de seguro. Si no puede resolver el problema, el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) puede ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja o apelación ante su agente o The Hartford. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante The Hartford:

Llame a: **1-877-853-2582**

En línea: <https://www.thehartford.com>

Correo electrónico: [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

Dirección postal: The Hartford

Business Service Center

3600 Wiseman Blvd.

San Antonio, TX 78251

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, conocer sus derechos o para presentar una queja ante el estado:

**1-800-252-3439** (LLame con sus preguntas)

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance

P.O. Box 12030

Austin, TX 78711-2030

### Para problemas con su poliza

Si su problema con la prima de seguro no es resuelto, comuníquese con el Consejo Nacional de Seguros de Compensación (National Council on Compensation Insurance, por su nombre en inglés), Servicios para la Resolución de Disputas:

Teléfono: 1-800-622-4123

Correo electrónico: [regulatoryoperations@ncci.com](mailto:regulatoryoperations@ncci.com)

Fax: 1-561-893-5043

Correo postal: 901 Peninsula Corporate Circle

Boca Raton, FL 33487-1362

### ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solo para información y no se convierte en parte o condición de la póliza de seguro.



Policy Number 46 WEC BB4E39

Policy Effective Date 11/06/24

Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

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.
  - o Periodic summaries of accidents and analysis of causes.
  - o Follow-up visits to check on progress and to provide continuing assistance when required.

## **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:

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

Thank you for your business.

Sincerely,

The Hartford's Risk Engineering Department

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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.

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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](mailto:contactriskengineering@thehartford.com) for accident prevention services or 1-877-952-9222 and email [CentralClaimCenter.WCEDM@thehartford.com](mailto: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 <http://www.tdi.texas.gov> 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:

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

Name

Company  Policy #

Address

City & State  Zip Code

Email Address:  Telephone

For more information on the above, you can visit our website at

<https://www.thehartford.com/riskengineering>

Or you may forward your request to:

Fax line: 1-860-723-4459

Or mail to:

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





## TEXAS ACCIDENT PREVENTION SERVICES

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.

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# Workers' Compensation and Employers' Liability Business Insurance Policy





## INFORMATION PAGE

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

**INSURER:** Twin City Fire Insurance Company  
ONE HARTFORD PLAZA HARTFORD CT 06155



**NCCI Company Number:**  
**Company Code:** 7

14974

**POLICY NUMBER:**  
**Previous Policy Number:**

46 WEC BB4E39  
46 WEC BB4E39

Suffix	
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	2

1. **Named Insured and Mailing Address:** NOEL MANAGEMENT COMPANY, INC  
(No., Street, Town, State, Zip Code) 4689 MUSTANG PKWY  
CARROLLTON TX 75010

**FEIN Number:** 75-2127645

**State Identification Number(s):**

**The Named Insured is:** Corporation

**Business of Named Insured:** Lessors of Residential Buildings and Dwellings

**Other workplaces not shown above:** 4689 Mustang Parkway  
Carrollton TX 75010

2. **Policy Period:** **From** 11/06/24 **To** 11/06/25 **ANNUAL**  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** SWINGLE COLLINS & ASSOCIATES  
13760 NOEL ROAD SUITE 600  
DALLAS TX 75240

**Producer's Code:** 46462454

**Issuing Office:** THE HARTFORD BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251  
(866) 467-8730

**Total Estimated Annual Premium:** \$1,560

**Deposit Premium:**

**Policy Minimum Premium:** \$384 TX (Includes Increased Limit Min. Prem.)

**Audit Period:** ANNUAL

**Installment Term:** Ten Pay (25%Down+9@8.33%)

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

Countersigned by Susan S. Castaneda  
Authorized Representative

08/29/24  
Date

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

**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:

<b>Bodily injury by Accident</b>	\$1,000,000	<b>each accident</b>
<b>Bodily injury by Disease</b>	\$1,000,000	<b>policy limit</b>
<b>Bodily injury by Disease</b>	\$1,000,000	<b>each employee</b>

**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.**

<b>Classifications Code Number and Description</b>	<b>Premium Basis Total Estimated Annual Remuneration</b>	<b>Rates Per \$100 of Remuneration</b>	<b>Estimated Annual Premium</b>
Total Standard Premium			\$1,313
Expense Constant			\$180
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$67
Catastrophe (Other Than Certified Acts Of Terrorism)			\$0
Estimated Annual Premium (before Surcharges)			\$1,560

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

<b>Total Estimated Annual Premium:</b>	\$1,560
<b>Deposit Premium:</b>	
<b>Policy Minimum Premium:</b>	\$384 TX (Includes Increased Limit Min. Prem.)

**Interstate/Intrastate Identification Number:** Refer to Schedule of Operations

NAICS: 531110

**Labor Contractors Policy Number:**

**SIC:** 6513



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

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

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

WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000001A.1	INFORMATION PAGE
WC000001A.2	INFORMATION PAGE
WC000414A	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000421F	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC000425	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC420301L	TEXAS AMENDATORY ENDORSEMENT
WC420304B	TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC420308	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
WC420408A	TEXAS HEALTH CARE NETWORK ENDORSEMENT
WC550022A	NOTICE TO WORKERS' COMPENSATION POLICYHOLDERS IN TEXAS LETTER
WC990001K	Signature/Copyright
WC990002	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY BUSINESS INSURANCE POLICY
WC990005	SCHEDULE OF OPERATIONS
WC990368	EXTENSION OF THE INFORMATION PAGE - ITEM 3.D. - ENDORSEMENTS
WC990694	GOODS AND SERVICES ENDORSEMENT



## 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:** TWIN CITY FIRE INSURANCE COMPANY

**Company Code:** 7

**Policy Number:** 46 WEC BB4E39

**Schedule Number:** 01-42-01

**Effective Date:** 11/06/24 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:**

Noel Management Company, Inc  
4689 Mustang Parkway  
Carrollton TX 75010

NAICS: 531110

SIC: 6513

NO. OF EMPL: 5

**FEIN:** 75-2127645

**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
8810 CLERICAL OFFICE EMPLOYEES NOC	183,300.00	0.020000	37
9032 APARTMENT HOUSE OPERATION	94,300.00	1.490000	1,405

### Total State Summary

Total Class Premium			1,442
Emp liab increased limits		0.014000	20
Waiver of Subrogation		0.020000	29
Employer Liability Increase Limits balance to Minimum Premium			130
Experience modifier 421721181		0.900000	-162
TX Health Care Network Credit		0.100000	-146
Total Estimated Annual Standard Premium			1,313
Expense constant			180
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	277,600.00	0.024000	67
Catastrophe (other than certified acts of terrorism)	277,600.00		0
Total Estimated Annual Premium			1,560

Countersigned by \_\_\_\_\_ Authorized Representative



**THIS LETTER CONTAINS IMPORTANT INFORMATION.  
PLEASE READ CAREFULLY AND RETAIN THIS LETTER  
FOR FUTURE USE.**

Texas Regional Office  
450 Gears Road, Suite 500  
Houston, TX 77067-4585  
P.O. Box 4611  
Houston, TX 77210-4611  
Telephone (281) 874-9600

**TO: WORKERS' COMPENSATION POLICYHOLDERS IN TEXAS**

Thank you for choosing The Hartford as your workers' compensation carrier. We ask that you take a minute to familiarize yourself with the forms and reporting requirements for the State of Texas which we have included in this packet.

1. Each employer should maintain a record of all injuries reported or made known to the employer. The Texas Department of Insurance, Division of Workers' Compensation (DWC) may at times request these records for review.
2. If the injury causes an employee to be off work more than one day **OR** involve a claim for an occupational disease you must immediately report the loss.
3. Please refer to Form WC 66 02 51 for LossConnect loss reporting instructions.
4. LossConnect will file all necessary state reports.
5. THE CLAIM MUST BE REPORTED NO LATER THAN THE EIGHTH DAY AFTER THE LOSS OF ONE DAY OF WORK OR THE FIRST NOTICE OF AN OCCUPATIONAL DISEASE. FAILURE TO COMPLY MAY RESULT IN AN ADMINISTRATIVE VIOLATION WHICH COULD INCLUDE UP TO A \$500.00 FINE.
6. The FROI must be filed even on a doubtful or disputed claim. Your lack of knowledge of the claim details should be reflected on the report.

**COMPLETION OF A FROI IS NOT CONSIDERED AN ADMISSION OF OR EVIDENCE OF A COMPENSABLE INJURY  
IF THE FACTS CONTAINED THEREIN ARE LATER CONTRADICTED.**

7. The Employer's Wage Statement (DWC-3) should be provided to the carrier, employee, and DWC if you know or expect 8 days of disability.
8. The Supplemental Report of Injury (DWC-6) should be filed with the carrier whenever you (as the employer) are aware of any change in work status or earnings due to the injury. DO NOT SEND TO THE DWC.

We, as the carrier, cannot act quickly and efficiently in your interest unless immediate notice of an injury is received. Your cooperation is imperative and we stand to assist you in any way we can.



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

	Beginning on Page		Beginning on Page
<b>INFORMATION PAGE</b>		<b>PART TWO - Continued</b>	
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A. The Policy.....	1	H. Recovery From Others.....	4
B. Who Is Insured.....	1	I. Actions Against Us.....	4
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D. State.....	1	A. How This Insurance Applies.....	4
E. Locations.....	1	B. Notice.....	5
<b>PART ONE - WORKERS COMPENSATION INSURANCE</b> ....	1	<b>PART FOUR - YOUR DUTIES IF INJURY OCCURS</b> ....	5
A. How This Insurance Applies.....	1	<b>PART FIVE - PREMIUM</b> .....	5
B. We Will Pay.....	1	A. Our Manuals.....	5
C. We Will Defend.....	1	B. Classifications.....	5
D. We Will Also Pay.....	1	C. Remuneration.....	5
E. Other Insurance.....	2	D. Premium Payments.....	5
F. Payments You Must Make.....	2	E. Final Premium.....	5
G. Recovery From Others.....	2	F. Records.....	6
H. Statutory Provisions.....	2	G. Audit.....	6
<b>PART TWO - EMPLOYERS LIABILITY INSURANCE</b> .....	2	<b>PART SIX - CONDITIONS</b> .....	6
A. How This Insurance Applies.....	2	A. Inspection.....	6
B. We will Pay.....	3	B. Long Term Policy.....	6
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D. We Will Defend.....	3	D. Cancellation.....	6
E. We Will Also Pay.....	4	E. Sole Representative.....	6
F. Other Insurance.....	4		

**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 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 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;
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 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.
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 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**

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 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.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o 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.
- o 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.
- o **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 ...

- o **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](http://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.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

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**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
See Attached Schedule		



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

This endorsement is added to Part Five - Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS AMENDATORY ENDORSEMENT**

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

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

### **GENERAL SECTION**

B. **Who Is Insured** is amended to read:

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

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

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

### **PART ONE - WORKERS COMPENSATION INSURANCE**

E. **Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This Section is amended by deleting the words "workers compensation" from number 4.

H. **Statutory Provisions**

This Section is amended by deleting the words "after an injury occurs" from number 2.

### **PART TWO - EMPLOYERS LIABILITY INSURANCE**

C. **Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

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, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This Section is amended by deleting the last sentence.

### **PART FOUR - YOUR DUTIES IF INJURY OCCURS**

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## **PART FIVE - PREMIUM**

- A. **Our Manuals** is amended by adding this sentence:  
In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.
- C. **Remuneration**  
Number 2 is amended to read:  
2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.
- D. **Premium Payments** is amended by adding this sentence:  
The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date the premium is due.
- E. **Final Premium**  
Number 2 is amended to read:  
2. If you 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.

## **PART SIX - CONDITIONS**

- A. **Inspection** is amended by adding this sentence:  
Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.
- C. **Transfer of Your Rights and Duties** is amended to read:  
Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.
- D. **Cancellation** is amended to read:  
1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.  
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance-Division of Workers' Compensation.  
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:  
a. Fraud in obtaining coverage;  
b. Misrepresentation of the amount of payroll for purposes of premium calculation;  
c. Failure to pay a premium when payment was due;  
d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;  
e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.  
4. If another insurance company notifies the Texas Department of Insurance-Division of Workers' Compensation that it is insuring you as an employer, such notice must be a cancellation of this policy effective when the other policy starts.

Add the following to the policy:

## **PART SEVEN - OUR DUTY TO YOU FOR CLAIM NOTIFICATION**

- A. **Claims Notification**  
We are required to notify you of any claim that is filed against your policy. Thereafter we must notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance-Division of Workers' Compensation. You may, in writing, elect to waive this notification requirement. We must, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

## COMPLAINT NOTICE:

### DISPUTE RESOLUTION SERVICES

#### NCCI'S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

For workers compensation claim disputes, see "CLAIM COMPLAINT" below. For issues related to a violation of law related to your policy, see "VIOLATIONS OF LAW" below.

**Important Note:** The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

NCCI can assist in the resolution of a dispute regarding your policy that is related to any of the following matters:

- o The application or interpretation of rules contained in the various NCCI manuals (including, but not limited to, classification codes and experience rating modifications)
- o Rating programs
- o Endorsements
- o Forms

Contact the carrier that issued the policy and attempt to resolve the dispute directly. If you and the carrier cannot agree, then contact NCCI to ask for assistance. NCCI's **Basic Manual** rule, Dispute Resolution Process, addresses disputes. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and after you have paid any undisputed premium due to the carrier.

Send your request for assistance by mail to NCCI, Dispute Resolution Services, 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362; or by fax to 561-893-5043; or by email to [disputeresolution@ncci.com](mailto:disputeresolution@ncci.com).

**THIS NOTICE OF THE DISPUTE RESOLUTION PROCESS IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.**

### VIOLATIONS OF LAW:

If you believe there has been a violation of law related to your policy, file a complaint with the Texas Department of Insurance:

**Phone:** 1-800-252-3439

**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Online:** [tdi.texas.gov](http://tdi.texas.gov)

**Mail:** MC CO-CP, PO Box 12030, Austin, TX 78711-2030

### CLAIM COMPLAINT:

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance - Division of Workers' Compensation, Compliance and Investigations by mail to MC: CI, PO Box 12050, Austin, TX 78711-2050; or by fax to 512-490-1030; or by email to [DWCCOMPLAINTS@tdi.texas.gov](mailto:DWCCOMPLAINTS@tdi.texas.gov).

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with

respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### **Schedule**

1.    ☐    Special Waiver  
         Name of person or organization  
  
      ☒    Blanket Waiver  
         Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2.    Operations:  
      All Texas Operations
3.    Premium:  
      The premium charge for this endorsement shall be   2   percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4.    Advance Premium:



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PARTNERS, OFFICERS, AND OTHERS EXCLUSION  
ENDORSEMENT**

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc

4689 MUSTANG PKWY  
CARROLLTON TX 75010

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**

**Others**

Lenny Licht

**Sole Proprietor**

Countersigned by \_\_\_\_\_  
Authorized Representative





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TEXAS HEALTH CARE NETWORK ENDORSEMENT**

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

This endorsement indicates that you have elected under this policy to provide workers compensation health care services to your injured employees through a certified workers compensation health care network that we have either established or contracted with, as provided in Chapter 1305 of the Texas Insurance Code and in Title 28, Chapter 10 of the Texas Administrative Code.

We will provide you with information concerning the use of our certified workers compensation health care network(s) in our service area(s) and your rights and responsibilities as a participant in our network program. This includes information describing the service area(s) applicable to you and your injured employees as required in NCCI's ***Basic Manual for Workers Compensation and Employers Liability Insurance***. In accordance with Chapter 1305 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code, we will also provide you with information that is required to be given to your employees, including an employee's notice of

network requirements and an employee acknowledgement form.

Your premium may have been reduced because you have agreed to participate in our certified workers compensation health care network. The amount of the premium reduction is shown on the Information Page of this policy. The reduction is estimated at the policy inception and adjusted at final audit of the policy. The reduction may be pro-rated if you elect to participate in a certified workers compensation health care network during the policy year or if you terminate your participation in our certified workers compensation health care network before the policy expires. The premium reduction you received may be forfeited if we determine that you have failed to provide the notice of network requirements and employee acknowledgement form to your employees in accordance with Chapter 1305.005(d) and 1305.451 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code.

Minimum premium policies are not eligible for this premium reduction.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GOODS AND SERVICES ENDORSEMENT**

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

**Name of Insurer:** Twin City Fire Insurance Company

We may offer or make "goods or services" available to you through this underwriting company, a non-insurer subsidiary, or unaffiliated third parties as a part of this policy. The "goods or services" are optional and may be provided for a charge, at a discount, on a subsidized basis, or free of charge. In some cases, we may receive a fee from the unaffiliated third parties that provide "goods or services". We do not warrant or guarantee the "goods or services" provided by third parties, and such third parties shall be solely liable and responsible for the "goods or services" they provide. The "goods or services" offered or made available by us may be modified or discontinued at any time.

"Goods or services" means risk mitigation, safety, and/or loss prevention goods, products, services or equipment.



# MAINTAINING YOUR RECORDS FOR AUDIT PURPOSES

## WHAT IS A PREMIUM ADJUSTMENT?

When your Workers' Compensation policy was issued you paid a deposit premium based on the nature of your business and estimates of your payroll. At the end of the policy period, we conduct an audit to compare the estimates against the actual figures and operations. Based on this comparison an adjustment is made. If the actual premium is less than what you already have paid, a refund will be made. If it's more, you will be billed for the difference. These adjustments are subject to any minimum premiums that apply.

## HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

On smaller, less complex operations we may e-mail you, call you, or mail you a request to ask you to provide the information via our online web-based portal, mail or telephone. If we require this information, we will provide an electronic link to, or a paper copy of, the necessary forms for you to complete.

On larger, more complex operations one of our Premium Auditors will contact you for an appointment. You will be contacted either by e-mail, telephone or mail. If directed, the auditor will contact your accountant to obtain as much information as possible and contact you at a later time for additional information that may be needed.

## BASIS OF PREMIUM

**Remuneration (Payroll)** in most states, includes:

Payment of: Wages, bonuses, commissions, overtime,\* sick pay, vacation pay,\* tool allowances, contributions to individual retirement accounts, employee contributions to employee benefit plans.

Payments on basis of: Piece work, incentive plans, profit sharing.  
The value of: Housing furnished to employees,\* meals furnished to employees,\* store certificates, merchandise and other dollar substitutes.

## Remuneration does not include:

- Employer contributions to a group insurance or pension plan other than statutory plans of insurance.
- Special awards for individual inventions or discoveries.
- Overtime.\*

**Subcontractors.** In the absence of other insurance, most state laws hold a contractor responsible for injuries to employees of subcontractors. At the time of audit Certificates of Insurance must be available for subcontractors with employees, in order to avoid payment of premium.

**Independent Contractors**, without employees, whose duties closely resemble those of an employee, will be considered your employee with the appropriate premium charged.

The actual working relationship between you and the Independent Contractor is examined. Items such as, but not limited to: whether the work performed is an integral part of your operations, whether you have the right to control the details of the work, the method of payment, who supplied the materials used, does the person regularly work for others, whose regulatory authority did person operate under, whether the person is involved in a separate and distinct business offering the same services to the public.

## RECORDS

As part of the policy conditions, we are allowed to examine your financial books and records to determine actual exposures and operations. We would appreciate your cooperation in making the needed records available for the auditor's inspection.

## What Records Will Be Needed?

The records needed will vary. In most cases, the Premium Auditor will be able to obtain the necessary audit data from two or more of the following records: Journals, Ledgers, State and Federal Tax Reports, Individual Earning Cards, Checkbooks and Contracts.

### **How You Should Keep Your Records**

By maintaining your payroll records in accordance with the following guidelines, you might reduce your insurance costs.

**Overtime.** In most states, the amount paid in excess of straight time pay can be deducted if it can be verified in your records. You must maintain your records to show pay separately by employee and in summary by classification of work.

**\*Division of an employee's payroll** to more than one classification is not allowed in most states.

**Exception:** For construction, erection or stevedoring operations the payroll of an employee may be allocated to each type of work performed if proper records are kept. Your records must show the number of hours and amount of payroll for each type of work. If you do not keep such a breakdown, the full salary must be charged to the highest rated classification to which the employee is exposed.

**Executive Officers in most states** are considered employees of their corporation and included in the

computation of premium. Their remuneration is assigned without division to the actual operation in which they are engaged. If their duties are the same as those of a worker, foreman or superintendent, their payroll is assigned to the classification that develops the highest payroll. Minimum and maximum payrolls apply to executive officers.

**Automated Records.** If your records are automated or you plan to automate in the near future you can obtain maximum benefits by setting up your records to include insurance requirements. Our Premium Auditor will be pleased to assist you in setting up your records. Contact your Hartford Representative if you would like this assistance.

**NOTE:** The contents of this publication are not intended to supersede any definitions or conditions of your policy, the Workers' Compensation Law or any legal rulings.

*\*Your state may have specific rules or exceptions. Please contact your Hartford Representative for details that may apply and answer questions you may have.*



**Customer Privacy Notice**  
**The Hartford Financial Services Group, Inc. and Affiliates**  
(herein called “we, our, and us”)

*This Privacy Policy applies to our United States Operations*

We value your trust. We are committed to the responsible:

- a) management;
  - b) use; and
  - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
  - b) your address;
  - c) your income;
  - d) your payment; or
  - e) your credit history;
- may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
- b) market our services;

to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;

- c) insurance companies;
  - d) administrators; and
  - e) service providers;
- who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We, and third parties we partner with, may track some of the pages **You** visit through the use of:

- a) cookies;
- b) pixel tagging; or
- c) other technologies;

and currently do not process or comply with any web browser’s “do not track” signal or other similar mechanism that indicates a request to disable online tracking of individual users who visit our websites or use our services.

For more information, our Online Privacy Policy, which governs information we collect on our website and our affiliate websites, is available at <https://www.thehartford.com/online-privacy-policy>.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) “opt-out;” or
  - b) “opt-in;”
- as required by law.

We only disclose **Personal Health Information** with:

- a) your authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

**Personal Information** that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data; and
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our privacy policies and procedures may be subject to discipline, which may include termination of their employment with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

**Application** means your request for our product or service.

**Personal Financial Information** means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

**Personal Financial Information** may include Social Security Numbers, Driver's license numbers, or other government-issued identification numbers, or credit, debit card, or bank account numbers.

**Personal Health Information** means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

**Personal Information** means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

**Transaction** means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

**You** means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
- b) applying for; or
- c) obtaining;

a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

If you have any questions or comments about this privacy notice, please feel free to contact us at The Hartford - Consumer Rights and Privacy Compliance Unit, One Hartford Plaza, Mail Drop: HO1-09, Hartford, CT 06155, or at [ConsumerPrivacyInquiriesMailbox@thehartford.com](mailto:ConsumerPrivacyInquiriesMailbox@thehartford.com).

This Customer Privacy Notice is being provided on behalf of The Hartford Financial Services Group, Inc. and its affiliates (including the following as of February 2024), to the extent required by the Gramm-Leach-Bliley Act and implementing regulations:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; Business Management Group, Inc.; Cervus Claim Solutions, LLC; First State Insurance Company; FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford (Asia) Limited; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Corporate Underwriters Limited; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Holdings, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Insurance, Ltd.; Hartford Integrated Technologies, Inc.; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Management, Ltd.; Hartford Management (UK) Limited; Hartford Productivity Services LLC; Hartford of the Southeast General Agency, Inc.; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Specialty Insurance Services of Texas, LLC; Hartford STAG Ventures LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Hartford Underwriting Agency Limited; Heritage Holdings, Inc.; Heritage Reinsurance Company, Ltd.; HLA LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lattice Strategies LLC; Maxum Casualty Insurance Company; Maxum Indemnity Company; Maxum Specialty Services Corporation; Millennium Underwriting Limited; MPC Resolution Company LLC; Navigators Holdings (UK) Limited; Navigators Insurance Company; Navigators Management Company, Inc.; Navigators Specialty Insurance Company; Navigators Underwriting Limited; New England Insurance Company; New England Reinsurance Corporation; New Ocean Insurance Co., Ltd.; NIC Investments (Chile) SpA; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; The Navigators Group, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company; Y-Risk, LLC.



## **PRODUCER COMPENSATION NOTICE**

You can review and obtain information on The Hartford's producer compensation practices at [www.TheHartford.com](http://www.TheHartford.com) or at 1-800-592-5717.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

**Policy Number:** 46 WEC BB4E39

**Endorsement Number:**

**Effective Date:** 11/06/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Noel Management Company, Inc  
4689 MUSTANG PKWY  
CARROLLTON TX 75010

### **Name of California Insurer:**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

### **Definitions**

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.



**Limitation of Liability**

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

- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Policyholder Disclosure Notice**

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

**Schedule**

State	Rate	Premium
See Attached Schedule		

## **The Hartford's Texas Workers' Compensation Health Care Network**

Thank you for choosing The Hartford's Texas Workers' Compensation Health Care Network. Our aim is to bring injured employees back to health and productivity as quickly and safely as possible. To accomplish this goal, we rely on cooperation between you and your injured employee, the network doctors, and our workers' compensation professionals.

As the administrator of this program, you will need to become familiar with the Employer Enrollment Guide and the Employee Enrollment Package. The Employer Enrollment Guide will explain how the network functions and your role as the employer. It also provides instructions on how to set up and manage the program at your company.

One key step is to distribute documents mandated by the Texas Department of Insurance to your employees during the enrollment process and to new employees when they are hired. One document is the Network Acknowledgment form; each employee must sign this form and you must maintain a copy in your files. This will ensure the network's ability to direct an injured employee's care.

Along with this letter, we have provided a document called "Getting Started with The Hartford's Texas Workers' Compensation Health Care Network". It contains 10 simple steps that you can use as a checklist in learning about, setting up, and managing the network at your company.

If, after reviewing these steps and the detailed instructions in the Employee Enrollment Guide, you still have questions about how the network functions, please contact Jessica A Rodriguez, Team Leader - WC Claims, 3600 Wiseman Boulevard, San Antonio, TX 78251, at 630-692-7216 or [jessica.rodriguez@thehartford.com](mailto:jessica.rodriguez@thehartford.com). Our health care and claim professionals look forward to working with you and your team to maintain the health and productivity of your employees.

# **Getting Started** with **The Hartford's Texas Workers' Compensation Health Care Network**

## **STEP 1**

Go to [www.thehartford.com/tx-workcomp](http://www.thehartford.com/tx-workcomp) to download the Employer Enrollment Guide as well as the Employee Enrollment Package.

## **STEP 2**

Review the Employer Enrollment Guide as well as the Employee Enrollment Package. To fully understand the network, you must read both of these documents.

## **STEP 3**

Print and copy the Employee Enrollment Package, which contains an employee notification letter and attachments. (The Employee Enrollment Package is provided in English and Spanish.)

## **STEP 4**

Distribute the Employee Enrollment Package to all company employees. We strongly encourage you to hold a meeting to explain the network to your employees. We have created slides to help you with this presentation (available at [www.thehartford.com/tx-workcomp](http://www.thehartford.com/tx-workcomp)).

## **STEP 5**

Provide a copy of the Provider Listing to any employee who requests one.

## **STEP 6**

Collect and file a signed Network Acknowledgement form for every employee.

## **STEP 7**

Post the Employee Enrollment Package at all company locations in a place where employees can easily view them.

## **STEP 8**

Going forward, provide a copy of the Employee Enrollment Package and secure a signed Network Acknowledgement form from every new employee.

## **STEP 9**

Going forward, provide an additional copy of the Employee Enrollment Package to any employee who is injured on the job.

## **STEP 10**

Report any workplace injuries to The Hartford at 1-800-327-3636 as soon as possible.



## DEDUCTIBLE NOTICE OF ELECTION TO ACCEPT TEXAS WORKERS COMPENSATION BENEFITS

Texas law permits an employer to obtain Workers' Compensation insurance with a deductible. The deductible applies to benefits payable under Texas Workers' Compensation Law. The insurance applies only to benefits in excess of the deductible amount. The deductible applies separately to each accident or disease regardless of the number of people who sustain injury by such accident or disease or claim or medical-only claim. The deductible plans have been explained to me. Premium reductions are determined based on the deductible selected, and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the company, they may cancel the policy, upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

( ) Yes, I want a deductible of: (select only one)

1. \$ \_\_\_\_\_ per accident
2. \$ \_\_\_\_\_ per claim
3. \$ \_\_\_\_\_ per medical-only claim

applied to benefits payable under the Texas Workers' Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement

(monthly, quarterly or other)

( ) No, I do not want a deductible applied to benefits payable under the Texas Workers' Compensation Law

( ) Yes, I do want a deductible policy, but am unable to obtain for the following reason:

Noel Management Company, Inc

---

Employer Name (print or type)

---

Date

46 WEC BB4E39

---

Signature and Title

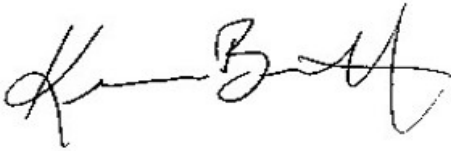
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Policy Number

**POLICY NUMBER:** 46 WEC BB4E39

**NAME OF INSURER:** Twin City Fire 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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# Reporting a Work-Related Injury is Time Sensitive!

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

**1-800-327-3636**

**Available 24 hours a day, 365 days a year.**

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## 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 Dependents
- 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 [www.talispoint.com/hartext](http://www.talispoint.com/hartext) 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.



## DEDUCTIBLE NOTICE OF ELECTION TO ACCEPT TEXAS WORKERS COMPENSATION BENEFITS

Texas law permits an employer to obtain Workers' Compensation insurance with a deductible. The deductible applies to benefits payable under Texas Workers' Compensation Law. The insurance applies only to benefits in excess of the deductible amount. The deductible applies separately to each accident or disease regardless of the number of people who sustain injury by such accident or disease or claim or medical-only claim. The deductible plans have been explained to me. Premium reductions are determined based on the deductible selected, and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the company, they may cancel the policy, upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

( ) Yes, I want a deductible of: (select only one)

1. \$ \_\_\_\_\_ per accident
2. \$ \_\_\_\_\_ per claim
3. \$ \_\_\_\_\_ per medical-only claim

applied to benefits payable under the Texas Workers' Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement

(monthly, quarterly or other)

( ) No, I do not want a deductible applied to benefits payable under the Texas Workers' Compensation Law

( ) Yes, I do want a deductible policy, but am unable to obtain for the following reason:

Noel Management Company, Inc

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Employer Name (print or type)

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Date

46 WEC BB4E39

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Signature and Title

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Policy Number