

P.O. BOX 1389 AUSTIN, TX 78767

Mt Vernon, IL 62864

Policy Number: WC67509P2019
Auto\_M0LD0SZKO
1801 S 10th St

MLRINC 09/2018





# **NOTICE OF INFORMATION PRACTICES**

<b>FACTS</b>	WHAT DOES CERITY DO WITH YOUR PERSONAL INFORMATION?
Why?	This privacy notice is for individuals who are policyholders or applicants for our products and services. In this notice, "you" refers to these individuals. Insurance companies choose how they collect and share your personal information. Applicable laws give consumers the right to limit some but not all sharing. We want you to know how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depends on the product or service you have with us. This information can include:  • Social Security number and insurance claim history  • Transaction history or loss history  • Employment information and income  • Medical information (only in connection with claims)  When you are no longer our customer, we continue to share your information as described in this notice.
How?	All insurance companies need to share customers' personal information to run their everyday business. In this section below, we list the reasons financial companies can share their customers' personal information; the reasons Cerity chooses to share; and whether you can limit this sharing.

Reasons we can share your personal Information	Does Cerity share?	Can you limit this sharing?
For our everyday business purposes	YES	NO
Such as to administer policies and claims, comply with		
laws or regulations, respond to court orders, legal		
investigations, and government agencies, or		
otherwise as required or permitted by law		
For our affiliates' everyday business purposes	YES	NO
Information about your transactions and experiences		
For our marketing purposes—	YES	NO
With nonaffiliated service providers we use to market		
our products and services to existing and prospective		
policyholders		
For our affiliates to market to you—	YES	NO
To offer our products and services to existing and		
prospective policyholders		
For nonaffiliates to market to you	YES	NO
For joint marketing with other financial	YES	NO
companies		
For our affiliates' everyday business purposes—	We do not collect or	We do not collect or share
Information about your personal creditworthiness	share	

Questions?	Please contact Cerity by email at <a href="mailto:service@cerity.com">service@cerity.com</a> , phone 1-844-423-7489, or mail at P.O.
_	Box 1389, Austin, TX 78767. We believe that the information we have about our customers is
	accurate. If you would like access or request correction of your information, please forward a
	written request to the above address.



# **EMPLOYERS INSURANCE COMPANY OF NEVADA**

### **NOTICE OF INFORMATION PRACTICES**

	Page 2
Wh	no we are
Who is providing this notice?	Cerity and Employers Insurance Company of Nevada
Wh	nat we do
How does Cerity protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include physical, electronic and procedural safeguards.  Nonaffiliates that perform services for us are contractually bound to keep this information confidential. Our employees
	are informed of the requirements to maintain the
How does Cerity collect my personal information?	confidentiality of this information.  We collect your personal information, for example, when you  File an insurance application or claim  Provide your income, employment, or contact information  Provide account information  We also collect your personal information from others, such as your employer and its insurance producer, insurance support organizations, our affiliates, medical providers or other companies as permitted by law. Insurance support organizations may retain information and disclose it to others.
Why can't I limit all sharing?	Insurance companies need to share personal information to
	run their everyday business. Generally, applicable laws give you the right to limit only certain types of sharing, such as:  • Sharing information about your personal creditworthiness for affiliate's everyday business purposes  • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial or nonfinancial companies:  • Examples include reinsurance companies, computer service providers, independent auditors, independent claims personnel, independent insurance agents, and insurance support organizations
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
Other Impo	ortant information
Cerity's affiliates include:	Employers Holdings, Inc., Cerity Group Inc., Cerity Services, Inc., Employers Group, Inc., EIG Services, Inc., and Employers Insurance Company of Nevada.



# **Employers Insurance Company of Nevada**

# **IMPORTANT NOTICE**

This notice is to advise you that should you have any complaints arise regarding this insurance, you may contact Cerity at:

1-844-423-7489

You may also write to Cerity at:

P.O. Box 1389 Austin, TX 78767

You may contact the Consumer Department of the Illinois Division of Insurance:

Illinois Department of Insurance Consumer Department 320 West Washington Street Springfield, IL 62767-0001

https://mc.insurance.illinois.gov/messagecenter.nsf

Email: consumer\_complaints@ins.state.il.us

Fax: (217) 558-2083

#### ATTACH THIS NOTICE TO YOUR POLICY

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

Products and services are provided through Cerity.



# **Employers Insurance Company of Nevada**

# **Important Notice**

**Regarding Your Workers' Compensation Insurance** 

TO OUR ILLINOIS WORKERS' COMPENSATION POLICYHOLDERS:

Re: Occupational Safety and Health Loss Control Consultation Services

We are required to notify policyholders that you have available to you an extensive array of professional safety and health consultation services at no additional charge.

### Available services include:

- A. Evaluation of existing Injury and Illness Prevention Programs (IIPP)
- B. Identification and evaluation of work site hazards, materials, personal protective equipment, work methods, processes and facilities
- C. Industrial hygiene and/or occupational health evaluations
- D. Recommendations addressing control measures in need of strengthening
- E. Training programs addressing identified exposures and needed control measures
- F. Accident analysis, consisting of a review of reported workers' compensation injuries and identification of causal factors
- G. Safety video rental (at no additional charge)
- H. Written safety program Employer Guides
- I. Consultation with respect to possible improvement measures
- I. Follow-up services to items listed above

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

Cerity Loss Control Department P.O. Box 1389 Austin, TX 78767

Loss Control Telephone: (844) 423-7489

E-Mail: losscontrol@Cerity.com

Workers' compensation insurance and services are offered through Employers Insurance Company of Nevada. Cerity Services, Inc. is an affiliated agency and adjuster.

# **Employers Insurance Company of Nevada**

(Stock Insurance Company)

10375 Professional Cr.

Reno, NV 89521

IN WITNESS WHEREOF, Employers Insurance Company of Nevada has caused this policy to be signed by its Executive Vice President and Senior Vice President and countersigned where required by law on the Information Page by its duly authorized representative.

Stephen Festa

**Executive Vice President** 

Larry Rogers

Senior Vice President

# **INFORMATION PAGE**

		RER: oyers Insurance Company	of Nevada	POLICY NO: WC67509P	2019
				PRIOR POLICY NO: NE	W
				RISK ID #:	
		A Stock Insurance Co	mpany	NCCI Company No: 3492	24
1.		e Insured: Auto_M0LD0SZKO		PRODUCER NAME AND Cerity Services, Inc.	) ADDRESS:
		iling address:		P.O. Box 1389	
		1801 S 10th St		Austin, TX 78767	
	ľ	Mt Vernon, IL 62864		7.00.0, 77.7.0.0.	
				PRODUCER NO.:	
	LE	GAL ENTITY: LLC			
	Oth	ner Workplaces not shown	above: See Schedul	e of Locations	
2.	The Tin	e policy period is from ne at the Insured's mailing	04-03-2019 address.	to 04-03-2020 E	iffective 12:01 A.M. Standard
3.		states listed here: IL	ince: Part Two of the	of the policy applies to the Worke	ers Compensation Law of the tate listed in Item 3.A. The limits
		Bodily Inju	ry by Accident	\$1,000,000	each accident
			ry by Disease	\$1,000,000	
		Bodily Inju	ry by Disease	\$1,000,000	each employee
	C.	Other States Insurance: F	Part Three of the poli	cy applies to the states, if any, li	sted here:
	D.	This policy includes these See Schedule of Forms	endorsements and	schedules:	
4.	All	premium for this policy wil information required below e Schedule of Classification	is subject to verifica	our Manuals of Rules, Classificat ation and change by audit.	ions, Rates and Rating Plans.
Do	noc:	t Premium: \$ .00		Total Estimated Annual Prem	nium: \$ 4 576 76
	•	reriod: Annual		Assessments & Surcharges:	
		m Premium: \$ 400.00		Expense Constant: \$ 222.00	ψ -10.10
				LIS.	
Da	ite: (	04-03-2019	Countersiane	•	

### **EXTENSION OF INFORMATION PAGE**

Schedule of Named Insured ITEM 1

Named Insured: Auto\_M0LD0SZKO Policy No.: WC67509P2019

NCCI Company No.: 34924 Effective Date: 04-03-2019

Name

<u>Link</u> <u>Named Insured</u> <u>Legal Entity</u> <u>FEIN</u> <u>Unemployment No.</u> <u>Tax Payer ID</u>

001 Auto\_M0LD0SZKO LLC 123456789

#### **EXTENSION OF INFORMATION PAGE**

Schedule of Locations ITEM 1

 Named Insured:
 Auto\_M0LD0SZKO
 Policy No.:
 WC67509P2019

 NCCI Company No.:
 34924
 Effective Date:
 04-03-2019

Name Number of <u>Link</u> Location **Address** City <u>State</u> <u>Zip</u> **Employees** 001 IL 62864 10 **Primary Location** 1801 S 10th St Mt Vernon

### **EXTENSION OF INFORMATION PAGE**

Classifications ITEM 4

Named Insured: Auto\_M0LD0SZKO Policy No.: WC67509P2019

NCCI Company No.: 34924 Effective Date: 04-03-2019

State of IL

**Premium Basis** Rate Per \$100 Estimated Code **Estimated Annual** Of Annual No. Premium Classifications Remuneration Remuneration 9082 500,000 \$5,350 **RESTAURANT NOC** 1.07

WC 99 06 04 (ED. 10/18)

# **EXTENSION OF INFORMATION PAGE**

STATE CLASSIFICATION SCHEDULE

Named Insured: Auto_M0LD0SZKO			Policy No.: W	/C67509P2019
NCCI Company No.: 34924			Effective Date:	04-03-2019
State of IL				04/03/19-04/03/20
		Stat	Rate	Premium
Manual Premium:				\$4,009
E/L Increased Limits:		9812	1.40%	\$56
E/L Increased Limits Balance to Minimum Charge:		9848		\$94
Subject Premium:				\$4,159
Experience Modification:	Final	9898	1.000	\$0
Modified Premium:				\$4,159
Total Standard Premium:				\$4,159
Expense Constant:		0900		\$222
Terrorism:		9740	0.0200	\$100
Catastrophe:		9740	0.0200	\$100 \$50
Total State Premium:		31 <b>4</b> 1	0.0100	\$4,531
WC Commission Operations Fund:  Total Estimated Cost:			0.0101	\$45.76 <b>\$4,576.76</b>

#### 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.

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

#### B. We Will Pay

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

#### C. We Will Defend

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

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

#### D. We Will Also Pay

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

- reasonable expenses incurred at our request, but not loss of earnings;
- 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;
- interest on a judgment as required by law until we offer the amount due under this insurance; and
- 5. expenses we incur.

#### E. Other Insurance

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

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

### F. Payments You Must Make

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

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

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

### G. Recovery From Others

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

# **H. Statutory Provisions**

These statements apply where they are required by law.

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

workers compensation law that apply to:

- a. benefits payable by this insurance;
- special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

# PART TWO EMPLOYERS LIABILITY INSURANCE

#### A. How This Insurance Applies

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

- The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 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.
- If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. We Will Pay

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

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

 For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

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

# C. Exclusions

This insurance does not cover:

- Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- Punitive or exemplary damages because of bodily injury to an employee employed in violation of law:
- Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers:
- Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. Bodily injury intentionally caused or aggravated by you;
- Bodily injury occurring outside the United States
  of America, its territories or possessions, and
  Canada. This exclusion does not apply to bodily
  injury to a citizen or resident of the United States
  of America or Canada who is temporarily outside
  these countries;
- Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

- 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:

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

#### F. Other Insurance

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

#### G. Limits of Liability

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

- Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
  - A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
- 2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
  - Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
- We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### H. Recovery From Others

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

#### I. Actions Against Us

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

 You have complied with all the terms of this policy; and 2. The amount you owe has been determined with our consent or by actual trial and final judgment.

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

# PART THREE OTHER STATES INSURANCE

### A. How This Insurance Applies

- This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
- 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.
- 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.
- 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.
- Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

# PART FIVE PREMIUM

#### A. Our Manuals

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

#### B. Classifications

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

#### C. Remuneration

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

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

#### D. Premium Payments

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

#### E. Final Premium

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

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

- 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 cancelation table and procedure. Final premium will not be less than the minimum premium.

#### F. Records

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

#### G. Audit

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

# PART SIX CONDITIONS

#### A. Inspection

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

### B. Long Term Policy

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

# C. Transfer of Your Rights and Duties

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

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

#### D. Cancelation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation 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 cancelation notice.
- Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

#### E. Sole Representative

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

(Ed. 7-95)

### PREMIUM DISCOUNT ENDORSEMENT

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

		Schedule		
. <b>State</b> Illinois		Estimated Eligi	ble Premium	\$4,159
	First \$10,000	Next \$190,000	Next \$1,550,000	Balance
	0.00 %	9.10 %	11.30 %	12.30 %
2. Average percentage disc	ount: <u>0</u> %			
. Other policies:				
. If there are no entries in l your policy number: WC6	Items 1, 2 and 3 of the Sci 57509P2019	nedule, see the Prem	ium Discount Endo	orsement attached to
This endorsement change	s the policy to which it is atta	sched and is effective on	the date issued unle	ess otherwise stated.
(The information below is	required only when this en	dorsement is issued s	subsequent to prep	aration of the policy.)
Endorsement Effective 04-03 Insured Auto_M0LD0SZKO	WC6	7509P2019	Endorseme Pre	nt No. emium Included
Insurance Company	Cour	ntersigned by		

**WC 00 04 06 A** (Ed. 7-95)

**Employers Insurance Company of Nevada** 

(Ed. 1-19)

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

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

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

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

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

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

Endorsement Effective 04-03-2019 Policy No. Endorsement No.
Insured WC67509P2019 Premium Included
Auto\_M0LD0SZKO
Insurance Company Countersigned by
Employers Insurance Company of Nevada

**WC 00 04 14 A** (Ed. 1-19)

(Ed. 1-01)

#### PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

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

# PART FIVE PREMIUM

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

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

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

Endorsement Effective 04-03-2019
Insured
Auto\_MOLDOSZKO
Insurance Company
Employers Insurance Company of Nevada

Policy No. E WC67509P2019

Endorsement No.
Premium \$ Included

Countersigned by\_\_\_\_

WC 00 04 19 (Ed. 1-01)

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

This endorsement is notification that your insurance carrier is 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). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified
  Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in
  excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury
  pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that 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.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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

### **Schedule**

State	Rate	Premium
IL	.0100	\$50

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

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

WC 00 04 21 D

(Ed. 1-15)

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

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 2015. 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 2015.

"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, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

#### **Limitation of Liability**

The Act 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.

#### **Policyholder Disclosure Notice**

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

- 2. Notwithstanding item 1 above, the United States Government 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.

#### **Schedule**

State	Rate	Premium
IL	.0200	\$100

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

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

Endorsement Effective 04-03-2019 Policy No. Endorsement No. WC67509P2019 Premium

Insured WC67509P2019 Premium Included Auto\_M0LD0SZKO

Insurance Company Countersigned by \_\_\_\_\_

Employers Insurance Company of Nevada

WC 00 04 22 B

(Ed. 1-15)

(Ed. 1-17)

#### AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

#### Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

#### **Schedule**

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
IL	\$4,531	2

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

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

Endorsement Effective 04-03-2019 Policy No. Endorsement No.

Insured WC67509P2019 Premium Included

Auto\_M0LD0SZKO

Insurance Company Countersigned by \_\_\_\_\_\_\_

Employers Insurance Company of Nevada

**WC 00 04 24** (Ed. 1-17)

(Ed. 5-17)

#### EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy
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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 to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 04-03-2019	Policy No.	Endorsement No.
Insured Auto_M0LD0SZKO	WC67509P2019	Premium Included
Insurance Company	Countersigned by	
Employers Insurance Company of Nevada		

WC 00 04 25

(Ed. 5-17)

(Ed. 07-11)

# ILLINOIS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXCLUSION ENDORSEMENT

C.		contribution to the amount of benef	s follows: and/or any agreement to waive your fits payable under the Workers Comp clusion does not apply to a warranty	pensation Act and the Workers
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.				
	(Th	ne information below is required only	when this endorsement is issued subs	sequent to preparation of the policy.)
	ndor: sure	rsement Effective 04-03-2019	Policy No. WC67509P2019	Endorsement No. Premium Included
		_MOLDOSZKO	Countersigned by	

**WC 12 03 06 A** (Ed. 07-11)

Employers Insurance Company of Nevada

# ILLINOIS SOLE PROPRIETORS, PARTNERS, OFFICERS, MEMBERS OF LIMITED LIABILITY COMPANIES, AND OTHER EXCLUDED EMPLOYEES AND EMPLOYMENTS EXCLUSION ENDORSEMENT

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

Part One—Workers Compensation Insurance and Part Two—Employers Liability Insurance of the policy do not apply to any persons shown in the Schedule below.

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.

This exclusion does not apply to workers who are subject to the Illinois Workers Compensation Act by virtue of their employer meeting the requirements for an agricultural enterprise, 820 ILCS 305/3(19), or a household or residence wherein domestic workers are employed, 820 ILCS 305/3(18).

Schedule

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

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

WC 12 03 07 (Ed. 06-15)

#### **ILLINOIS AMENDATORY ENDORSEMENT**

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

Part Two—Employers Liability Insurance, Section B. (We Will Pay), Item 3. of the policy is replaced by the following:

3. For consequential bodily injury to a party to a civil union, 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

Part Five—Premium, Section G. (Audit) of the policy is replaced by the following:

#### 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 ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

Part Six—Conditions, Section A. (Inspection) of the policy is replaced by the following:

#### A. Inspection

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

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

#### D. Cancellation

- 1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
- 2. We may cancel this policy. We will mail to each named insured at the last known mailing address advance written notice stating when the cancellation is to take effect. We will maintain proof of mailing of the notice of cancellation. A copy of all such notices shall be sent to the broker or agent of record, if known, at the last known mailing address. The broker or agent of record may opt to accept notification electronically.
- 3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
  - a. At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
  - b. At least 60 days before the cancellation is to take effect if the policy has been in force for 61 days or more.
- 4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
  - a. Nonpayment of premium;
  - b. The policy was issued because of a material misrepresentation;
  - c. You violated any of the terms and conditions of the policy;
  - d. The risk originally accepted has measurably increased;
  - e. The Director has determined that we no longer have adequate reinsurance to meet our needs; or
  - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.

- 5. Our notice of cancellation will state our reasons for cancelling.
- 6. The policy period will end on the day and hour stated in the cancellation notice.

Part Six—Conditions, Section E. (Sole Representative) of the policy is replaced by the following:

#### E. Sole Representative

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

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

#### F. Nonrenewal

- 1. We may elect not to renew the policy. If we fail to give at least 60 days notice prior to the expiration date of the current policy, the policy will automatically be extended for one year. We will mail to each named insured the nonrenewal notice at the last known mailing address. We will maintain proof of mailing of the nonrenewal notice. An exact and unaltered copy of such notice will also be sent to the named insured's producer, if known, or the producer of record at the last known mailing address. The named insured's producer, if known, or the producer of record may opt to accept notification electronically.
- 2. Our notice of nonrenewal will state our reasons for not renewing.
- 3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
  - a. You notify us or the producer who procured this policy that you do not want the policy renewed; or
  - b. You fail to pay all premiums when due; or
  - c. You obtain other insurance as a replacement of the policy.

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

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

Endorsement Effective 04-03-2019
Insured
Auto\_M0LD0SZKO
Insurance Company
Employers Insurance Company of Nevada

Policy No. WC67509P2019 Endorsement No.
Premium Included

Countersigned by\_\_\_\_\_

WC 12 06 01 E (Ed. 01-15)

#### **INSTALLMENT PAYMENT ENDORSEMENT**

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

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Installment Number	Date Due	Amount
01	04/30/2019	\$381.39
02	05/30/2019	\$381.39
03	06/30/2019	\$381.39
04	07/30/2019	\$381.39
05	08/30/2019	\$381.39
06	09/30/2019	\$381.39
07	10/30/2019	\$381.39
08	11/30/2019	\$381.39
09	12/30/2019	\$381.39
10	01/30/2020	\$381.39
11	02/29/2020	\$381.39
12	03/30/2020	\$381.47

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

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

This endorsement, effective 04-03-2019	at 12:01 AM standard time, forms a part of	
Policy No.WC67509P2019	Of the Employers Insurance Company of Nevada	
Issued to Auto_M0LD0SZKO Premium Included	Carrier Code 34924 Endorsement No.	
Countersigned at	onBy: Authorized Representative	

# **EXTENSION OF INFORMATION PAGE**

SCHEDULE OF FORMS ITEM 3D

NAMED INSURED: Auto\_M0LD0SZKO
POLICY NO: WC67509P2019
EFFECTIVE DATE: 04-03-2019
NCCI COMPANY NO: 34924

# **FORMS**

NUMBER	EDITION DATE	TITLE	STATES
WC990612	0119	Employers Insurance Company of Nevada	
WC000001A	0492	INFORMATION PAGE	IL
WC990601	1018	EXTENSION OF INFORMATION PAGE - SCHEDULE OF NAMED INSURED	
WC990602	1018	EXTENSION OF INFORMATION PAGE - SCHEDULE OF LOCATIONS	
WC990603	1018	EXTENSION OF INFORMATION PAGE - CLASSIFICATION SCHEDULE	
WC990604	1018	EXTENSION OF INFORMATION PAGE - STATE CLASSIFICATION SCHEDULE	
WC000000C	0115	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	IL
WC000406A	0795	PREMIUM DISCOUNT ENDORSEMENT	IL
WC000414A	0119	90-DAY REPORTING REQUIREMENT- NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	IL
WC000419	0101	PREMIUM DUE DATE ENDORSEMENT	IL
WC000421D	0115	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT	IL
WC000422B	0115	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT	IL
WC000424	0117	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT	IL
WC000425	0517	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT	IL

WC120306A	0711	ILLINOIS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXCLUSION ENDORSEMENT	IL
WC120307	0615	ILLINOIS SOLE PROPRIETORS, PARTNERS, OFFICERS, MEMBERS OF LIMITED LIABILITY COMPANIES, AND OTHER EXCLUDED EMPLOYEES AND EMPLOYMENTS EXCLUSION ENDORSEMENT	IL
WC120601E	0115	ILLINOIS AMENDATORY ENDORSEMENT	IL
WC990405A	0307	Installment Payment Endorsement	