# **Z**URICH

# Missouri Safety Engineering and Management Services

The Missouri Division of Workers' Compensation offers free safety services to Missouri employers through its Missouri Workers' Safety Program (MWSP). MWSP's main goal is to help employers control workers' compensation costs. The Division also certifies Missouri insurance carriers' safety engineering and management programs that are available to insured's upon request. Employers may contact MWSP at 573-522-SAFE, email <a href="mailto:laborstandards@labor.mo.gov">laborstandards@labor.mo.gov</a> for more information about workplace safety or for a registry of safety consultants and safety engineers who are certified by the Division.

If you would like more information or have any questions about this notice, please contact us or visit our website.

Zurich Services Corporation Risk Engineering 1400 American Lane Schaumburg, Illinois 60196-1056

(800) 982-5964

http://www.zurichna.com/zna/products/product/risk\_engineering.htm

I would like safety engineering and management services:

Insured's name:			
Contact's name:			
Address:			
City:	State:	Zip code:	
Telephone number:	Policy numbe	er:	

#### **Disclosure Statement**



It is our pleasure to present the enclosed policy to you for presentation to your customer.

#### **INSTRUCTION TO AGENT OR BROKER:**

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

#### **Disclosure Statement**



#### NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries.

	0 11 00
	Servicing Office:
Insurance for this coverage part provided by:  ZURICH AMERICAN INSURANCE COMPANY  Output  Description:	NORTH CENTRAL - WINDY POINT 1600 MCCONNOR DRIVE - 10TH FLOOR SCHAUMBURG, IL 60173
1. Policy Number WC 9261434-08 Named Insured and Mailing Address NORTH OAK VILLAGE, INC./HJ, LL 8300 NE UNDERGROUND DR KANSAS CITY MO 64161-9742	Renewal of Number WC 9261434-07 Producer and Mailing Address LOCKTON COMPANIES LLC 444 W 47TH ST STE 900 KANSAS CITY MO 64112-1906
	Producer Code 37385-000
•	ule of Locations
FEIN: 26-0505402   NCCI Company No. 10863   New   X   Re	enewal Rewrite of Prior Policy No. WC 9261434-07
This information page, with policy provisions and er	dorsements, if any, completes this policy.
Insured is: CORPORATION	
2. Policy Period: From: 06-30-2014 to 06-3	0-2015 at 12:01 A. M. Standard Time at insured's mailing address.
Insured's Identification number(s): See Schedule Lo	cations
listed here:  MISSOURI  B. Employers Liability Insurance: Part Two of the limits of liability under Part Two are:	the policy applies to work in each state listed in Item 3.A.  Bodily Injury by Accident: 500,000 each accident Bodily Injury by Disease: 500,000 policy limit
C. Other States Insurance: Part Three of the p ALL STATES EXCEPT ND, OH, WA, WY AN	
D. This Policy includes these Endorsements an See Schedule of Forms and Endorsements.	d Schedules:
	y our Manuals of Rules, Classifications, Rates and Rating Plans. All
	on Schedule is subject to verification and change by audit.
TOTAL ESTIMATED STANDARD PREMIUM	\$ 525.00
PREMIUM DISCOUNT	\$ If indicated below, adjustment of premium she made:
EXPENSE CONSTANT PREMIUM FOR ENDORSEMENT	\$ 155.00
TAXES AND SURCHARGES	\$ Annually Monthly \$ 41.00
TOTAL ESTIMATED ANNUAL PREMIUM	\$ 721.00 Semi-Annually This is a Three Year Fixed Rat
MINIMUM PREMIUM	\$ 605.00 Quarterly Policy
DEPOSIT PREMIUM	\$ 721.00 —

Agent or Producer

Countersigned by Resident Licensed Agent

Date

#### SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: WC 9261434-08

Form Number & Edition Date	Form Name
	FORMS AND ENDORSEMENTS  07-94 WORKERS COMPENSATION INFORMATION PAGE 07-94 SCHEDULE OF FORMS AND ENDORSEMENTS 10-99 SCHEDULE OF INSUREDS AND LOCATIONS 07-94 CLASSIFICATION SCHEDULE 07-11 INSURANCE POLICY 04-92 LONGSHORE/HARBOR WORKERS' COMP COVG ENDT 01-14 NOTICE ENDT OF PEND LAW CHG TRIPRA 2007 04-84 DESIGNATED WORKPLACES EXCLUSION ENDT
WC 00 03 08 WC 00 03 11 A WC 00 03 13 WC 00 04 02 WC 00 04 14 WC 00 04 21 C WC 00 04 22 A WC 24 03 02 WC 24 04 01 WC 24 04 06 C WC 24 06 01 B WC 24 06 02 B WC 24 06 04 A WC990001A U-WC-332-A	04-84 PARTNERS, OFFICERS AND OTHERS EXCL ENDT 08-91 VOLUNTARY COMPENSATION AND EMPLOYERS COV 04-84 WAIVER OF RIGHTS TO RECOVER FROM OTHERS 04-84 ANNIVERSARY RATING DATE ENDORSEMENT 07-90 NOTIFICATION OF CHANGE IN OWNERSHIP ENDT 01-01 PREMIUM DUE DATE ENDORSEMENT 09-08 CATASTROPHE (OTHER THAN CERT ACTS) ENDT 09-08 TERRORISM RISK PGM REAUTH ACT DISCL ENDT 01-14 MO NOTIF OF ADDL MESOTHELIOMA BEN ENDT 01-90 MO CONTRACTING CLASSIFICATION PREMIUM 08-05 MO EMPLOYER PAID MEDICAL ENDORSEMENT 01-96 MO CANCELATION AND NONRENEWAL ENDT 07-06 MO PROPERTY & CASUALTY GUARANTY ASSOC 09-13 MO AMENDATORY ENDORSEMENT 04-10 WC AND EMPLOYERS LIABILITY IN WITNESS 07-94 CANCELLATION & NON-RENEWAL ENDORSEMENT

# **Workers Compensation and Employers Liability Insurance Policy**



#### **Schedule of Insureds and Locations**

Branch	Policy Number	Producer Code			
OVERLAND PARK, KS 66210	WC 9261434-08	37385-000			
SCHEDULE OF INSUREDS AND LOCATIONS					
SCHEDULE OF INSUREDS AND LOCATIONS					
NORTH OAK VILLAGE CID					
FEIN: 260505402, SIC Code: 1542					
NE CORNER OF VIVION N OAK KANSAS	S CITY MO 64	1101			

NORTH OAK VILLAGE, INC./HJ, LL FEIN: 260505402, SIC Code: 1542

NE CORNER OF VIVION N OAK KANSAS CITY MO 64101

Issue Date: 06-30-2014 WC 99 00 02 (Ed. 10-99)
Page 1 of 1

#### WORKERS COMPENSATION CLASSIFICATION SCHEDULE

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

Policy Number WC 9261434-08

ITEM 4	. CLASSIFICATION OF OPERATIONS		PREMIUM BASIS	RATES		
1121014	Entry in this item, except as specifically provided elsewhere in this		Total Estimated	TIATEO		Estimated
100		Codo	Annual	Dor \$100 of		
LOC.	policy, does not modify any of the other provisions of this policy.	Code		Per \$100 of		Annual
		No.	Remuneration	Remuneration		Premium
	NORTH OAK VILLAGE, INC./HJ, LL					
	FEIN # 26-0505402					
	NAIC CODE 236210					
	NORTH OAK VILLAGE CID					
	FEIN # 26-0505402					
	NAIC CODE 236210					
	NE CORNER OF VIVION N OAK					
	NE CORNER OF VIVION & N OAK					
	KANSAS CITY MO 64101					
	CONTRACTOR - PROJECT MANAGER	5606	IF ANY	2.73	\$	0.00
	CONSTRUCTION EXECUTIVE, CONSTRUCTION					
	MANAGER OR CONSTRUCTION SUPERINTENDENT					
1	TOTAL CLASS PREMIUM				\$	0.00
	INCREASE LIMITS .8%	9807			\$	0.00
	EMPL MINIMUM DIFFERENCE	9848			\$	75.00
	TOTAL SUBJECT PREMIUM				\$	75.00
1	TOTAL MODIFIED PREMIUM				\$	75.00
	POLICY MINIMUM DIFFERENCE	0990			\$	450.00
	STANDARD TOTAL				\$	525.00
	EXPENSE CONSTANT	0900			\$	155.00
	TERRORISM .01	9740			\$	0.00
	TOTAL ESTIMATED PREMIUM	•			\$	680.00
	MOSIF SURCHARGE 6.0%	9692			\$	41.00
	FINAL TOTAL	J J J L			\$	721.00
1	<del></del>				*	.21.00
	POLICY TOTAL ESTIMATED COST				\$	721.00
			l		~	721.00

#### 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 Pav

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 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
- 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.

- As between an injured worker and us, we have notice of the injury when you have notice.
- Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
- We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against 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.

- 1. 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:

- 1. 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;
- 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 USC Sections 901–950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Safety and Health

- Act (30 USC Sections 801-945), 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 USC Sections 51–60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- Bodily injury to a master or member of the crew of any vessel;
- 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 USC Sections 1801–1872) 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;
- Interest on a judgment as required by law until we offer the amount due under this insurance; and
- 5. Expenses we incur.

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#### 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.

#### 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

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.
- 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.
- 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.
- 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:

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

#### D. Premium Payments

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

#### E. Final Premium

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

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

- 1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- 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.

#### LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. Workers' Compensation Law is replaced by the following:

#### 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 and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

State Compensati

Longshore and Harbor Workers'
Compensation Act Coverage Percentage

51

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

WC 00 01 06 A (Ed. 4-92)

(Ed. 1-14)

## NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

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

The Terrorism Risk Insurance Act of 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA, in whole or in part, TRIPRA is scheduled to expire December 31, 2014.

Since the timetable for any further Congressional action respecting TRIPRA is unknown at this time, and exposure to acts of terrorism remains, we are providing our policyholders with relevant information concerning their workers compensation policies in effect on or after January 1, 2014 in the event of TRIPRA's expiration.

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

The premium charge for the coverage your policy provides for terrorism or war losses is shown in Item 4 of the Information Page or the Schedule in the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your policy, and this amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

(Ed. 4-84)

#### DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The r	oolicv	does	not	cover	work	cond	ucted	at	or	from
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ΔT.T.	WRAP-IIP	TNSIIRANCE	PROGRAMS	IINDER	WHTCH	тнк	TNSIIRED	TS	COVERED

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 Policy No. Endorsement No.

Insured Premium \$

Insurance Company Countersigned By \_\_\_\_\_

WC 00 03 02

(Ed. 4-84)

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(Ed. 4-84)

#### PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

<u>Partners</u> <u>Officers</u> <u>Others</u>

LEE DERROUGH, PRES. DONALD HAGAN, SEC/TRES; BOB JOHNSON, VP. OWNIE BUCKLEY, VP

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 Policy No. Endorsement No.

Insured Premium \$

Insurance Company

Countersigned By \_\_\_\_\_

WC 00 03 08

(Ed. 4-84)

(Ed. 8-91)

#### **VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

#### A. How This Insurance Applies

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

- 1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
- 2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
- 3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
- 4. Bodily injury by accident must occur during the policy period.
- 5. 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 an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

#### C. Exclusions

This insurance does not cover:

- 1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
- 2. bodily injury intentionally caused or aggravated by you.

#### D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

- 1. Release you and us, in writing, of all responsibility for the injury or death.
- 2. Transfer to us their right to recover from others who may be responsible for the injury or death.
- 3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

(Ed. 8-91)

Schedule

Employees
ALL OFFICERS AND EMPLOYEES
NOT SUBJECT TO THE WORKERS
COMPENSATION LAW.

State of Employment MO

Designated Workers
Compensation Law
STATE WHERE THE
INJURY TAKES PLACE.

WC 00 03 11 A (Ed. 8-91)

(Ed. 4-84)

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

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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 Policy No. Endorsement No.

Insured Premium \$

Insurance Company Countersigned By \_\_\_\_\_\_

WC 00 03 13 (Ed. 4-84)

(Ed. 4-84)

#### ANNIVERSARY RATING DATE ENDORSEMENT

The premium and rates for this policy, and the experience rating modification factor, if any, may change on your anniversary rating date shown in the Schedule.

Schedule

Anniversary Rating Date

(Ed. 07-90)

#### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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. 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 manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

• .	y to which it is attached and is effective on donly when this endorsement is issued sub	
Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned By	
WC 00 04 14		
(Ed 07-90)		

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(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

#### D. **Premium** is amended to read:

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

(Ed. 9-08)

#### 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 A), 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.

State	Rate	Premium

(Ed. 9-08)

#### 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 2007. 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 resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

#### Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program 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 \$100,000,000 in a Program Year, the United States Government would pay 85% 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.

(Ed. 9-08)

Schedule

State Rate Premium MO .01 \$ 0

(Ed. 1-14)

#### MISSOURI NOTIFICATION OF ADDITIONAL MESOTHELIOMA BENEFITS ENDORSEMENT

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

Section 287.200.4, subdivision (3), of the Missouri Revised Statutes provides additional benefits in the case of occupational diseases due to toxic exposure that are diagnosed to be mesothelioma and result in permanent total disability or death. Your policy provides insurance for these additional benefits.

If you reject liability for mesothelioma additional benefits provided under Section 287.200.4, subdivision (3), of the Missouri Revised Statutes, you must notify us of this election. Once you notify us, we will endorse this policy to exclude insurance for these additional benefits. If you reject liability for mesothelioma additional benefits, the exclusive remedy provisions under Missouri Revised Statutes Section 287.120 shall not apply to your liability for mesothelioma additional benefits.

(Ed. 1-90)

#### MISSOURI CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Missouri Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after 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 Policy No. Endorsement No.

Insured Premium \$

Insurance Company Countersigned By

WC 24 04 01

(Ed. 1-90)

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#### MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT

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

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims that do not exceed \$1,000 excluded from your experience modification calculation. This will only be allowed when you pay all of the employee-s medical costs, there is no lost time from the employment, other than the first three days or less of disability and no claim is filed. You still must report all injuries, regardless of the dollar amount, to the Division of Workers- Compensation and to us.

However, it should be noted that if, at any time, the medical expenses that are paid out-of-pocket due to a particular injury should ever exceed \$1,000 in the aggregate, and/or the employee misses more than three days from work due to the injury, then this injury must be reported to us as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience modification calculation.

(Ed. 01-96)

#### MISSOURI CANCELATION AND NONRENEWAL ENDORSEMENT

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

The Cancelation Condition of the policy is replaced by the following:

#### Cancelation

- 1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancelation is to take effect.
- 2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when the cancelation is to take effect and our reason for cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The 60-day notice requirement does not apply where cancelation is based on one or more of the following reasons:
  - a. nonpayment of premium;
  - **b.** fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
  - c. a violation of policy terms;
  - d. changes in conditions after the effective date of the policy materially increasing the hazards originally insured;
  - e. our insolvency;
  - f. our involuntary loss of reinsurance for the policy.
- 4. The policy period will end on the day and hour stated in the cancelation notice.

#### **Nonrenewal**

- We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
  - a. we show you our willingness to renew the policy but you notify us or the agent or broker 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	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned By	
	Countersigned by	

WC 24 06 01 B

(Ed. 01-96)

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#### MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT

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

Missouri Property and Casualty Insurance Guaranty Association Coverage Limits:

- 1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.
- 2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitation applies subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

However, the association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

(Ed. 9-13)

#### MISSOURI AMENDATORY ENDORSEMENT

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

Section G., Audit, of Part Five (Premium) 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 during regular business hours during and after the policy period ends. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

Audits shall be completed, billed, and premiums returned within 120 days of policy expiration or cancellation. This standard of 120 days shall not be applicable if:

- 1. A delay is caused by your failure to respond to reasonable audit requests provided that the requests are timely and adequately documented; or
- 2. A delay is by the mutual agreement of you and us provided that the agreement is adequately documented.

If you or we have any objection to the results of any audit, you or we shall have up to three years from the date of expiration or cancellation of this policy in which to send a written notice demanding a reconsideration of the audit. The written notice shall be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

If you do not allow us to examine and audit all of your records that relate to this policy or do not provide audit information as reasonably requested, we may apply an Audit Noncompliance Charge equal to estimated annual premium.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, your premium will be revised accordingly.

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



#### Privacy Notice

#### We Take Important Steps to Protect the Personal Information We Collect About You

Dear Customer: rev October 2011

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

# Why are you receiving this Notice? Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.

# What types of Information do we collect?

The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:

- Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;
- Information about your transactions with the Company and its affiliates;
- Information about your claims history;
- Data from insurance support organizations, government agencies, insurance information sharing bureaus;
- Property information and similar data about you or your property; and
- Information we receive from a consumer reporting agency, such as a credit report.

When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.

# What do we do with the nonpublic personal information we collect?

WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING).

-

Reasons we may share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?  [For residents of Vermont: Do you have the right to opt in to allow this sharing?]
For our everyday business purposes — to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus	Yes	No
For our marketing purposes or for joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – creditworthiness	No	No
For our affiliates to market to you	Yes	No
For non-affiliates to market to you	No	We don't share

Collecting and safeguarding in	formation
How often does the Company notify me about their practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision.
Why and how does the Company collect my nonpublic personal information?	<ul> <li>We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:</li> <li>Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income.</li> <li>Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc.</li> <li>Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance.</li> <li>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</li> </ul>
What nonpublic personal information does the Company disclose?	We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?".
How does the Company safeguard my nonpublic personal information?  U-GU-1107-A CW (10/11)	Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

## FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA. MONTANA. NEW JERSEY. NEVADA. NORTH CAROLINA. NORTH DAKOTA. OHIO OR VIRGINIA:

#### You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich — Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich — Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

#### FOR HEALTH INSURANCE POLICIES ISSUED IN NEVADA:

If you wish to make a complaint or an inquiry concerning your health insurance policy, you may contact the Nevada Department of Business and Industry, Division of Insurance by calling (toll-free) (888) 872-3234. The hours of operation of the Division are Monday through Friday from 8 a.m. until 5 p.m., Pacific Standard Time.

Key words and phrases	TERMS YOU SHOULD KNOW				
Definitions					
Everyday business purposes	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:  Processing transactions, mailing and auditing services Administering insurance coverage, product, services or claims Providing information to credit bureaus Protecting against fraud Responding to court/governmental orders or subpoenas and legal investigations Responding to insurance regulatory authorities				
Affiliates	Financial or nonfinancial companies related by common ownership or control.  • Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.				
Non-affiliates	Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services.  • Company does not share information with non-affiliates to market to you.				
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • Company does not jointly market.				

Changes to this Privacy Notice; contact us	We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices.
	We will notify you of material changes.
	If you have any questions about your contract with us, you should contact your agent.
	If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via
	email at privacy.office@zurichna.com.

This Privacy Notice is sent on behalf of the following affiliated companies:

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Assurance Company of America, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Maryland Casualty Company, Northern Insurance Company of New York, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company"). This Privacy Notice applies to insurance products underwritten by or administered by the Company.

## Workers Compensation and Employers Liability Insurance Policy



ZURICH AMERICAN INSURANCE COMPANY

A stock insurance company A member company of Zurich North America

Administrative office: Zurich Towers 1400 American Lane Schaumburg, Illinois 60195-1056

#### Insured

NORTH OAK VILLAGE, INC./HJ, LL 8300 NE UNDERGROUND DR KANSAS CITY MO 64161-9742

#### Producer

LOCKTON COMPANIES LLC 444 W 47TH ST STE 900 KANSAS CITY MO 64112-1906

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

President

Maney D. Mueller Dinskan

Secretary

Insurance for this coverage part provided by:
ZURICH AMERICAN INSURANCE COMPANY

This endorsement changes the insurance as is afforded by the policy relating to the following:

Named Insured

NORTH OAK VILLAGE, INC./HJ, LL

Policy Number

WC 9261434-08

#### CANCELLATION & NON-RENEWAL ENDORSEMENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

DAYS CANCELLATION/NON-RENEWAL NOTICE

PART SIX - CONDITIONS, PARAGRAPH D.2. IS REPLACED BY THE FOLLOWING:

#### D. CANCELLATION

2. WE MAY CANCEL THIS POLICY. WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN 60 DAYS ADVANCE WRITTEN NOTICE STATING WHEN THE CANCELLATION IS TO TAKE EFFECT EXCEPT FOR CANCELLATION FOR NON PAYMENT OF PREMIUM. IF WE CANCEL THIS POLICY FOR NON-PAYMENT OF PREMIUM WE MUST MAIL OR DELIVER TO YOU NOT LESS THAN 10 DAYS ADVANCE WRITTEN NOTICE. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

PART SIX - CONDITIONS, PARAGRAPH F. IS ADDED

#### F. NON-RENEWAL NOTICE

WE WILL MAIL OR DELIVER TO YOU NOT LESS THEN 60 DAYS ADVANCE WRITTEN NOTICE OF OUR INTENTION TO NON-RENEW THIS POLICY. MAILING THAT NOTICE TO YOU AT YOUR MAILING ADDRESS SHOWN IN ITEM 1 OF THE INFORMATION PAGE WILL BE SUFFICIENT TO PROVE NOTICE.

NORTH OAK VILLAGE, INC./HJ, LL 8300 NE UNDERGROUND DR KANSAS CITY MO 64161-9742

## MISSOURI CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS COMPENSATION—PREMIUM CREDIT APPLICATION

The Contracting Classification Premium Adjustment Program is applicable to qualifying employers engaged in contracting operations.

A premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each classification of contracting operations. To determine a possible credit, please return the completed premium credit application, as set out on the reverse side of this letter, to:

NCCI Customer Service Center 901 Peninsula Corporate Circle Boca Raton, FL 33487-1362

NCCI will advise us of any premium credit applicable.

If NCCI does not receive this application within 180 days after policy effective date, your premium calculation will not reflect any possible premium credit.

For each applicable classification (both contracting and noncontracting) covering your company's operations in the state of Missouri, report the total payroll (excluding overtime pay), and the corresponding total number of hours worked for the third calendar quarter (July, August, September) of the year preceding the policy effective date as reported to taxing authorities.

- Note #1: If you did not engage in contracting operations for the complete quarter, then the last complete calendar quarter prior to the effective date of your workers compensation policy should be used.
- Note #2: If you are a new business (no prior operations) or there was no complete quarter of operations prior to the policy effective date, submit the requested information for the first complete calendar quarter following the effective date of your workers compensation policy when available.
- Note #3: In the absence of specific records for salaried employees, you should assume that each individual worked forty (40) hours per week.

Please preserve your payroll records that formed the basis for this declaration, because we will be required to verify the reported information in order for any premium credit to be applied.

Thank you for your cooperation.

Sincerely,

#### CONTRACTING CLASSIFICATION—PREMIUM CREDIT APPLICATION

nsured:	NORTH OAK VILLAGE, INC./HJ, LL						
POLICY NUMBER:	WC 9261434-08	POLICY EFFECTIVE D	<b>ATE:</b> 06/30/1	. 4			
ARRIER:	ZURICH AMERICAN	INSURANCE COMPANY					
cannot be pro	ocessed. Contact your agent	tal hours worked, and calendar or carrier for assistance.	quarter reported ar	TOTAL WAGES PAID	application is sigr TOTAL HOURS WORKED		
xample: Elec	ctrical Wiring		5190	\$8,000	520		
loncontractir	ng Classifications:						
or the comple	g is based on actual wages ete calendar quarter. endar Quarter (please circle	(excluding overtime pay) and ho	ours worked as ref	lected in our pa	ayroll records		
1st (1/1-3/31	) 2nd (4/1–6/30)						
3rd (7/1–9/30	) 4th (10/1–12/31)						
alendar Yea	r:						
SIGNATURE		POSITION:		DATE:			



#### **Notice to Missouri Policyholder**

The Insurer is a member of the Missouri Property and Casualty Guaranty Association (hereinafter known as Association).

- 1. Under Section 375.772 2.(7) of the Revised Statutes of Missouri (RSMO), claims covered by the Act do not include a **claim** by or against an **Insured** or an insolvent Insurer if that **Insured** has a net worth of \$25 million on the date the Insurer becomes insolvent.
- **2.** Under Section 375.775.1(1) (RSMO), the Association's obligation includes only the amount of each covered **claim** which is less than \$300,000. However, the Association will not:
  - **a.** Be obligated to an **Insured** or claimant in excess of the limits of liability of the policy from which the **claim** arises; or
  - b. Return to the **Insured** any unearned premium in excess of \$25,000.



# Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC') regulations

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

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

#### Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

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

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site - http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.