

93 (Policy Provisions: WC 00 00 00 B)

38

BU **INFORMATION PAGE**

WBC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:**

14974

**Company Code:** 7



**POLICY NUMBER:**

37 WBC BU3893

**Previous Policy Number:**

37 WBC BU3893

HOUSING CODE: DV

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

**FEIN Number:** 300445167

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

**State Identification Number(s):**

UIN:

**The Named Insured is:** LIMITED LIABILITY COMPANY

**Business of Named Insured:** LAND SURVEYOR

**Other workplaces not shown above:** 411 NICHOLS ROAD SUITE 209  
KANSAS CITY MO 64112

2. **Policy Period:** From 01/31/16 To 01/31/17  
12:01 a.m., Standard time at the Insured's mailing address.

**Producer's Name:** LOCKTON COMPANIES LLC-KC/PHS

PO BOX 29611  
CHARLOTTE, NC 28229

**Producer's Code:** 330028

**Issuing Office:** THE HARTFORD

8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(866) 467-8730

**Total Estimated Annual Premium:** \$434

**Deposit Premium:**

**Policy Minimum Premium:** \$465 MO

**Audit Period:** ANNUAL

**Installment Term:**

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

Countersigned by

*Sueann S. Castaneda*

Authorized Representative

11/14/15

Date

**INFORMATION PAGE (Continued)**
**Policy Number:** 37 WBC BU3893

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: MO (SP0 ).

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

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

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

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND  
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 99 00 05 WC 00 04 22B WC 99 03 02B WC 99 03 68 WC 00 04 14  
SEE ENDT

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
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(SEE ATTACHED SCHEDULES)

INCREASED LIMITS PART TWO (9812)	1.10 PERCENT		2
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			118
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			291
MO - INTRA EXPERIENCE MODIFICATION 240945657			.780
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			227
TO EQUAL MINIMUM PREMIUM (0990)			14
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			241
EXPENSE CONSTANT (0900)			160
MISSOURI SURCHARGE	3.00 PERCENT		12
MO 2ND INJ FUND SUPP SURCH	3.00 PERCENT		12
TERRORISM (9740)	91,100	.010	9
TOTAL ESTIMATED ANNUAL PREMIUM			434

<b>Total Estimated Annual Premium:</b>	\$434
<b>Deposit Premium:</b>	
<b>Policy Minimum Premium:</b>	\$465 MO

**Interstate/Intrastate Identification Number:** / 240945657

**Labor Contractors Policy Number:**

NAICS: 541360

SIC: 8713

UIN:

NO. OF EMP: 000002

**Form WC 00 00 01 A** (1) Printed in U.S.A.

**Process Date:** 11/14/15

**Page 2**

**Policy Expiration Date:** 01/31/17



## SCHEDULE OF OPERATIONS

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

**INSURER:** TWIN CITY FIRE INSURANCE COMPANY

**Company Code:** 7

**Policy Number:** 37 WBC BU3893      **Schedule Number:** 01-24-01

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

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

OXFORD COMPANIES, LLC  
411 NICHOLS ROAD SUITE 209  
KANSAS CITY MO 64112

NAICS: 541360

**FEIN:** 300445167      **UIN:**

**SIC:** 8713

**NO. OF EMPL:** 000002

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8601 ARCHITECTURAL OR ENGINEERING FIRM - INCLUDING SALESPERSONS & DRIVERS	11,300	.45	51
8603 ARCHITECTURAL OR ENGINEERING FIRM - CLERICAL	79,800	.15	120
TOTAL CLASS PREMIUM			171
INCREASED LIMITS PART TWO (9812) 1.10 PERCENT			2
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			118
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			291
MO - INTRA EXPERIENCE MODIFICATION 240945657			.780
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			227
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			241
TO EQUAL MINIMUM PREMIUM (0990)			14
EXPENSE CONSTANT (0900)			160
MISSOURI SURCHARGE 3.00 PERCENT			12
MISSOURI 2ND INJ FUND SUPP SURCH 3.00 PERCENT			12
TERRORISM (9740)	91,100	.010	9
TOTAL ESTIMATED ANNUAL PREMIUM			434

Countersigned by

Authorized Representative

**Form WC 99 00 05** (1) Printed in U.S.A.

**Process Date:** 11/14/15

**Policy Expiration Date:** 01/31/17

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

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

**PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.**



## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

### GENERAL SECTION

#### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

#### B. Who Is Insured

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

#### C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational

disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers' or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

#### D. State

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

#### E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

### PART ONE - WORKERS COMPENSATION INSURANCE

#### A. How This Insurance Applies

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

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

#### B. We Will Pay

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

#### C. We Will Defend

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

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

#### D. We Will Also Pay

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

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

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

#### **E. Other Insurance**

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

#### **F. Payments You Must Make**

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

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

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

#### **G. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

#### **H. Statutory Provisions**

These statements apply where they are required by law.

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

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

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

#### **A. How This Insurance Applies**

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### **B. We Will Pay**

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

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

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

#### **C. Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, dis-crimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Noappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### **D. We Will Defend**

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

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

#### **E. We Will Also Pay**

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

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

#### **F. Other Insurance**

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

#### **G. Limits of Liability**

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

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### **H. Recovery From Others**

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

#### **I. Actions Against Us**

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

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

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

### **PART THREE - OTHER STATES INSURANCE**

#### **A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as

though that state were listed in Item 3.A. of the Information Page.

3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the



Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### **B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

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

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### **PART FIVE - PREMIUM**

#### **A. Our Manuals**

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

#### **B. Classifications**

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

#### **C. Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis.

This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. All your officers and employees engaged in work covered by this policy; and

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

#### **D. Premium Payments**

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

#### **E. Final Premium**

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

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

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

#### **F. Records**

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

#### **G. Audit**

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

## **PART SIX - CONDITIONS**

#### **A. Inspection**

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

#### **B. Long Term Policy**

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

#### **C. Transfer of Your Rights and Duties**

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

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

#### **D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

#### **E. Sole Representative**

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



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

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

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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



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

**PREMIUM DUE DATE ENDORSEMENT**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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.**

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

*Joseph M. Amello*

Authorized Representative



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

## **WORKERS' COMPENSATION BROAD FORM ENDORSEMENT**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

<b><u>SUBJECT</u></b>	<b><u>INDEX</u></b>	<b><u>PAGE</u></b>
<b>SECTION I</b>		2
<b>PARTS ONE and TWO</b>		2
01 We Will Also Pay		2
<b>PART - THREE</b>		2
02 How This Insurance Works		2
<b>PART - SIX</b>		2
03 Transfer of Your Rights and Duties		2
04 Liberalization		2
<b>SECTION II</b>		2
<b>VOLUNTARY COMPENSATION INSURANCE</b>		2
05 Voluntary Compensation Insurance		2
A. How This Insurance Applies		2
B. We will Pay		3
C. Exclusions		3
D. Before We Pay		3
E. Recovery From Others		3
F. Employers' Liability Insurance		3
<b>EMPLOYERS' LIABILITY STOP GAP COVERAGE</b>		3
06 Employers' Liability Stop Gap Coverage		3
A. Stop Gap Coverage Limited Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming		3
B. Part One does not Apply		3
C. Application of Coverage		3
D. Additional Exclusions		3
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07 Schedule of Covered States		4

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. **We Will Also Pay** of **Part One** (WORKERS' COMPENSATION INSURANCE); and
- E. **We Will Also Pay** of **Part Two** (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### **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, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of **A. How This Insurance**

**Applies** of **Part 3** (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

C. **Transfer Of Your Rights and Duties** of **Part 6** (Conditions) is replaced by the following:

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

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

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### **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 any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental

to work in a state shown in Item 3.A. of the Information Page.

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, or otherwise legal resident, and legally employed, in the United States or Canada and 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 the officer's or employee's employment.

The officer's or 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 as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### **C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### **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 was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

#### **EMPLOYERS' LIABILITY STOP GAP COVERAGE**

##### **6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
  13. bodily injury sustained by any member of the flying crew of any aircraft.
  14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.



### SECTION III

#### 7. SCHEDULE OF COVERED STATES

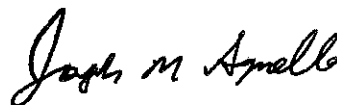
A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

MO

Countersigned by



Authorized Representative



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

**AMENDMENT TO WORKERS' COMPENSATION BROAD FORM  
ENDORSEMENT- EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

This endorsement changes the Workers'  
Compensation Broad Form Endorsement –  
Employers' Liability Stop Gap Coverage

A. This coverage only applies in North Dakota,  
Ohio, Washington, and Wyoming

6. Employers' Liability Stop Gap Coverage

E. This paragraph is removed.



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

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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

WC 00 04 19  
WC 24 06 02B  
WC 99 03 58B

WC 24 04 06C  
WC 24 06 04

WC 24 06 01B  
WC 99 02 77



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTIFICATION OF CHANGE IN OWNERSHIP  
ENDORSEMENT**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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.

Countersigned by

Authorized Representative



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

## **MISSOURI EMPLOYER PAID MEDICAL ENDORSEMENT**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

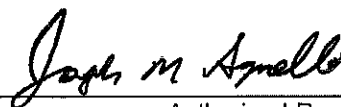
411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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 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.

Countersigned by



Authorized Representative



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

## **MISSOURI CANCELLATION AND NONRENEWAL ENDORSEMENT**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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

The **Cancellation** Condition of the policy is replaced by the following:

### **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 or deliver to you not less than 60 days advance written notice stating when the cancellation is to take effect and our reason for cancellation. 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 cancellation 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;

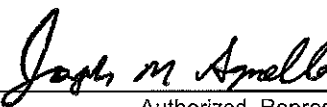
- e. our insolvency;
- f. our involuntary loss of reinsurance for the policy.

4. The policy period will end on the day and hour stated in the cancellation notice.

### **Nonrenewal**

1. 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.

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

  
Authorized Representative



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

**MISSOURI PROPERTY AND CASUALTY GUARANTY  
ASSOCIATION ENDORSEMENT**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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.

- b. 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.

Countersigned by

Authorized Representative



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

## **MISSOURI AMENDATORY ENDORSEMENT**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

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.

Countersigned by

Authorized Representative





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

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY  
PARTICIPATING DIVIDEND PROVISIONS**

**Policy Number:** 37 WBC BU3893

**Endorsement Number:**

**Effective Date:** 01/31/16      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

The insurer shown on the Information Page is a stock insurer. The Policy Provisions are amended to include the following:

**DIVIDEND PROVISIONS**

**DIVIDEND PROVISION.** (Does not apply in Arkansas, California, Oregon, South Carolina or Texas). The insured shall participate in the earnings of the company, to such extent and upon such conditions as shall be determined by the Board of Directors of the

company in accordance with the law and as made applicable to this policy, provided the insured shall have complied with all of the terms of this policy with respect to the payment of premium.

**STATE DIVIDEND PROVISIONS**

**ARKANSAS PARTICIPATING PROVISIONS.** The insured shall participate in the earnings of the company, to such extent and upon such conditions as shall be determined by the board of directors of the company in accordance with the law as made applicable to this policy, provided the insured shall have complied with all terms of this policy with respect to the payment of premium. Dividends are not guaranteed and must by law be paid from the surplus of the company.

**CALIFORNIA PARTICIPATING PROVISIONS.** The insured may be entitled to a dividend which shall represent such proportion of any distributable surplus of the Company accumulated from premiums on California Workers' Compensation policies as may be provided in such authorized dividend plan as may hereafter be adopted at the sole discretion of the Board of Directors of the Company and made applicable to this policy, such dividend to be computed and paid at

such time and subject to conditions as shall be set forth in such plan and in accordance with the law after the expiration of the policy period to which the dividend is applicable, provided no dividend shall accrue or become payable hereunder:

1. If any part of the premium of this policy shall remain unpaid after written demand therefor, or in any event for a continuous period of ninety days following date of statement mailed to the insured;
2. If the insured shall fail to render every report of earnings requested by the Company or keep accurate payroll records so that the actual premium for the policy period can be determined by the Company;
3. If suit is brought by the Company for an accounting or to force collection of any part of the premium for this policy.

Under California Law it is unlawful for an insurer to promise the future payment of dividends under an unexpired workers' compensation policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors or other governing board of the Company following policy expiration.

**OREGON PARTICIPATING PROVISIONS.** It is unlawful in Oregon for an insurer to promise to pay policyholder dividends for any unexpired portion of the policy term or to misrepresent the conditions for dividend payment. Dividends will be due and payable only for a policy period that has expired, and only if declared by and under conditions prescribed by the Board of Directors of the insurer.

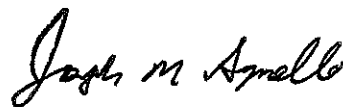
**SOUTH CAROLINA PARTICIPATING PROVISIONS.** The insured shall participate in the earnings of

the company, only in accordance with the law and with a plan applicable to this policy which has been filed with the Chief Insurance Commissioner of South Carolina, provided the insured has complied with all the terms of this policy with respect to the payment of premium.

Neither dividends nor any factor in their calculation may be guaranteed. By purchasing this policy, the insured obtains no contractual right to a dividend. Dividends are declared in the sole discretion of the governing body of the insurer, in accordance with the law. Any representations to the contrary are false.

**TEXAS DIVIDEND PROVISION - PARTICIPATING COMPANIES.** The named insureds shall be entitled to participate in a distribution of the surplus of the company, as determined by its Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code, of 1951, as amended.

Countersigned by



Authorized Representative



**Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates**  
(herein called "we, our, and us")

*This Privacy Policy applies to our United States Operations*

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

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

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

We collect **Personal Information** to:

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

We may obtain **Personal Information** from:

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

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

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

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

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

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

- a) market our products; or
  - b) market our services;
- to **You** without providing **You** with an option to prevent these disclosures.

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

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;

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

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

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

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

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

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

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

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

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

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

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

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

We use manual and electronic security procedures to maintain:

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

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

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

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

We are responsible for and must:

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

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

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

*As used in this Privacy Notice:*

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

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

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

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

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

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

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

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

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

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

- a) asking about;
  - b) applying for; or
  - c) obtaining;
- a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Archway 60 R, LLC; Business Management Group, Inc.; DMS R, LLC; First State Insurance Company; Fountain Investors I LLC; Fountain Investors II LLC; Fountain Investors III LLC; Fountain Investors IV LLC; FTC Resolution Company LLC; Hart Re Group L.L.C.; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford Financial Services, LLC; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Distributors, LLC; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford Holdings, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life, Inc.; Hartford Life International Holding Company; Hartford Life Private Placement, LLC; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford of Texas General Agency, Inc.; Hartford Residual Market, L.C.C.; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters General Agency, Inc.; Hartford Underwriters Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; HDC R, LLC; Heritage Holdings, Inc.; HIMCO Distribution Services Company; HIMCO Variable Insurance Trust; HLA LLC; HL Investment Advisors, LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex Class B, LLC; New England Insurance Company; New England Reinsurance Corporation; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Property and Casualty Insurance Company of Hartford; Revere R, LLC; RVR R, LLC; Sentinel Insurance Company, Ltd.; Sunstone R, LLC; Symphony R, LLC; The Evergreen Group Incorporated; The Hartford Alternative Strategies Fund; The Hartford Mutual Funds, Inc.; The Hartford Mutual Funds II, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company.



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

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

**1-800-327-3636**

Available 24 hours a day, 365 days a year.

### The Benefits of Timely Loss Reporting:

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

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

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

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

### Information You'll Need

#### *Company Information*

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

#### *Worker Information*

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

#### *Incident Information*

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

### Network Providers

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



## **WORKERS COMPENSATION PARTICIPATING PROGRAM SP-O**

Your workers' compensation policy is being written under participating program SP-O.

Dividends under this SP-O program:

- 1) are contingent upon a sufficient underwriting profit being generated on the total of all policies issued under the program, countrywide, rather than on any individual policies;
- 2) are only payable on policies issued in states where results have been sufficiently profitable; and
- 3) cannot be guaranteed and are only payable at the discretion of the Board of Directors of the Company.

Based upon the performance history of the SP-O program, it is unlikely that a dividend will be paid under this program for this policy period.



## **STATE OF MISSOURI WORKERS' SAFETY PROGRAMS (MWSP)**

The State of Missouri Division of Workers' Compensation requires all insurance carriers to notify policyholders about MWSP's services in the same manner as it notifies policyholders about its own internal loss control services. MWSP requires insurance carriers to provide the following notice to its policyholders:

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 1 (800) 775-COMP or 573/526-3504, email [mowsp@dolir.mo.gov](mailto:mowsp@dolir.mo.gov) for more information about workplace safety or for a registry of safety consultants and safety engineers who are certified by the Division.



## POLICY ADJUSTMENT NOTICE

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

**If we owe you** a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next **30** days.

**If you owe us** an additional premium, the **entire amount** will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.





**IMPORTANT INFORMATION FOR MISSOURI POLICYHOLDERS**

IN THE EVENT YOU NEED TO CONTACT SOMEONE ABOUT THIS POLICY, PLEASE CONTACT YOUR HARTFORD AGENT. If you have additional questions, you may contact The Hartford at the address stated below.

**SERVICING OFFICE:**

THE HARTFORD  
8711 UNIVERSITY EAST DRIVE  
CHARLOTTE  
(866) 467-8730

NC 28213

Written correspondence is preferable so that a record of your inquiry is maintained.

PLEASE MAKE SURE TO INCLUDE YOUR POLICY NUMBER IN ANY CORRESPONDENCE.

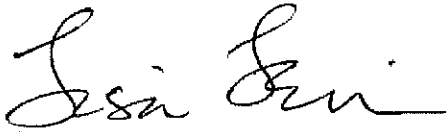


## **PRODUCER COMPENSATION NOTICE**

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

**POLICY NUMBER:** 37 WBC BU3893

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



Lisa Levin, Secretary



Douglas Elliot, President

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OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY MO 64112

Policy Number: 37 WBC BU3893  
Renewal Date: 01/31/16



Thank you for being a loyal customer of The Hartford.

#### **# 1: Your Hartford Policy**

Enclosed are renewal documents for your policy, which is scheduled to renew on 01/31/16. Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

#### **# 2: Your Business Insurance Coverage Checkup**

Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:

- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?
- Has there been any increase/decrease in your company's payroll or sales?
- Have you added or eliminated any vehicles used in your business operations?
- Are the bill plan and deductible on your policy right for your business?

**During the review we may make coverage recommendations, provide peace of mind solutions, and possibly reduce your costs. Here is all you need to do:**

- **Call toll free (866) 467-8730, and select our renewal review service option any weekday from 8 A.M. to 6 P.M. EST and request your business insurance check-up.**
- **To best serve you, please have your Policy Number or Account Number and a Copy of your current Renewal Policy in hand when you call.**

#### **# 3: Servicing Your Needs**

To login or register for our Online Business Service Center, go to [www.thehartford.com/servicecenter](http://www.thehartford.com/servicecenter) where any time, day or night you can:

- Pay your bill, view payment history and enroll in Auto Pay
- Request Auto ID Cards and Certificates of Insurance
- View electronic copies of billing and policy documents and sign up for paperless delivery

#### **# 4: If You've Had A Loss or Accident... Report It Immediately**

We want to help! Contact us as quickly as possible at 1-800-327-3636.

- Representatives are available 24-7 to assist in helping you recover from your loss.

On behalf of LOCKTON COMPANIES LLC-KC/PHS and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely,  
Your Hartford Team



# IMPORTANT NOTICE TO POLICYHOLDERS

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The charge for terrorism is shown in Item 4 of the Information Page or on the Schedule. The rate for terrorism will apply as of the effective date of your policy or the anniversary rating date if different from the effective date. The terrorism rates are subject to change at any time based on state regulatory action.

### B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
  - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
  - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

### C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

**D. Cap On Insurer Liability for Terrorism Losses Under TRIA**

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with

procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

**E. All other terms and conditions remain the same.**

# Insurance Policy Billing Information

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

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

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

## You're In Control

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

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

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



## MAINTAINING YOUR RECORDS FOR AUDIT PURPOSES

### WHAT IS A PREMIUM ADJUSTMENT?

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

### HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

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

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

### BASIS OF PREMIUM

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

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

Payments on basis of: Piece work, incentive plans, profit sharing.

The value of: Housing furnished to employees,\* meals furnished to employees,\* store

certificates, merchandise and other dollar substitutes.

### Remuneration does not include:

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

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

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

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

### RECORDS

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

### What Records Will Be Needed?

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



**How You Should Keep Your Records**

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

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

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

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

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

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

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

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

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



Policy Number 37 WBC BU3893 Policy Effective Date 01/31/16

OXFORD COMPANIES, LLC

411 NICHOLS ROAD SUITE 209  
KANSAS CITY, MO 64112

Dear Hartford Insured,

Re: An Important Message to Workers Compensation Policyholders

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

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

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

#### Services Available

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

- 1) **Reference Materials** – Information about loss control topics that can be provided or made available to you to help you to enhance your loss control program.
- 2) **Telephone Consultation** – We can hold a teleconference with you to help you to evaluate your loss control program, identify areas for improvement, and recommend ways to implement such improvements.
- 3) **Onsite Consultation** – This consists of visiting your premises and helping you to assess and remedy your loss control needs onsite. This level of service is usually only appropriate for larger, higher hazard operations. The following are examples of some of the services that could be provided onsite:

- o A review of your safety program to determine its adequacy and recommend modifications to that plan where needed.
- o Specific hazard evaluations, including ergonomics, industrial hygiene or material handling.
- o An initial survey and evaluation to address potential safety and health hazards.
- o Consultation to help management establish a comprehensive loss prevention Program.
- o Periodic summaries of accidents and analysis of causes.
- o Follow-up visits to check on progress and to provide continuing assistance when required.

### **A Word About OSHA**

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

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

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

### **Some Safety Reminders from The Hartford:**

Have you considered:

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

- o What mechanism exists to promptly investigate all accidents and 'near-misses' to limit the chance of another occurrence?
- o The financial impact an injury or illness has on your business?
- o What resources are available to you to help prevent accidents and illnesses?

Thank you for your business.

Sincerely,

The Hartford's Loss Control Department

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

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

**NOTICE TO ARKANSAS POLICYHOLDERS**

The Hartford is required by law to provide its policyholders with certain accident prevention services at no additional cost as required by ARK. Code Ann. §11-9-409(D) and Rule 32. If you would like more information, call The Hartford's Loss Control Department, One Hartford Plaza, HO-GL-19-1, Hartford, CT 06155 at 1-860-547-7761. If you have any questions about this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission at 1-800-622-4472.

**NOTICE TO CALIFORNIA POLICYHOLDERS**

The Hartford is required by law to provide its policyholders with certain occupational safety and health loss control consultation services as required by the California Labor Code, §6354.5, at no additional charge. If you would like more information call The Hartford's Loss Control Division at 1-860-547-7761 for occupational safety and health loss control consultation services.

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

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

**NOTICE TO PENNSYLVANIA POLICYHOLDERS**

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

## NOTICE TO TEXAS POLICYHOLDERS

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

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

If you would like more information, contact The Hartford at 1-860-547-7761 and email [contactlosscontrol@thehartford.com](mailto:contactlosscontrol@thehartford.com) for accident prevention services or 1-877-889-9222 and email [CentralClaimCenter.WCEDM@thehartford.com](mailto:CentralClaimCenter.WCEDM@thehartford.com) for return-to-work coordination services.

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

If The Hartford fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.

**To The Hartford's Loss Control Department:**

**Yes** – I am interested in obtaining information concerning:

**General Topics**

- ☐ Accident Analysis
- ☐ Accident Investigations
- ☐ Establishing a Loss Control Program
- ☐ Hazard Recognition
- ☐ Safety Committees

**Business Continuity**

- ☐ Business Travel Safety
- ☐ Contingency Planning Overview
- ☐ Emergency/Disaster Response
- ☐ Emergency Evacuation Drills
- ☐ Emergency Preparedness Planning

**Construction**

- ☐ Construction Site Consultation
- ☐ Construction Equipment Hazards
- ☐ Hazard Communication
- ☐ Ladders & Scaffolds
- ☐ Trenching & Evacuation
- ☐ Fall Protection

**Ergonomics**

- ☐ Back Injury Prevention
- ☐ Computer Workstation
- ☐ Cumulative Trauma Disorders
- ☐ Ergo Train-the-Trainer
- ☐ Telecommuting

**Industrial Hygiene**

- ☐ Hazard Communication
- ☐ Industrial Hygiene (general)
- ☐ Indoor Air Quality
- ☐ Noise Exposures
- ☐ Respiratory Protection

**Property**

- ☐ Automatic Sprinkler System
- ☐ Flammable Liquids
- ☐ Fire Prevention and Protection
- ☐ Fire Drill and Evacuation
- ☐ Hot Work Permit Program

**Transportation**

- ☐ 3-D Driver Training
- ☐ Driving Defensively
- ☐ Fleet Newsletter
- ☐ Guide to Successful Driver Mgmt
- ☐ School Bus Driving Tips

**Workers' Compensation**

- ☐ Bloodborne Pathogens
- ☐ Drug Screening
- ☐ Machine Safeguarding
- ☐ Return to Work Programs
- ☐ Slip and Falls

**Other Topics**

- ☐ Business Risk Management
- ☐ General Liability Investigations
- ☐ Product Liability Programs
- ☐ Safety Training
- ☐ Security/Terrorism

Name

Company  Policy #

Address

City & State  Zip Code

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