NATIONAL LABEL COMPANY 2025 JOSHUA RD LAFAYETTE HILL PA 19444 LOCKTON COMPANIES LLC (KANSAS CITY SERIE 444 W 47TH ST STE 900 KANSAS CITY MO 64112

#### **NEW JERSEY - NOTICE**

The Information Page of your Workers Compensation and Employers Liability Insurance Policy contains line items for (1) a Second Injury Fund Surcharge and (2) an Uninsured Employer's Fund Surcharge. Each surcharge amount represents a percentage of your total estimated standard premium and will be subject to adjustment when the final audited standard premium is determined. Explanations of these surcharges are provided below.

#### SECOND INJURY FUND

The New Jersey Workers Compensation Law established the Second Injury Fund to provide benefits to workers who become permanently and totally disabled as a result of work-related injury or occupational disease when that worker had been previously partially disabled. The Law also requires that the Fund provide annual adjustments to certain persons permanently and totally disabled and to certain dependents of deceased workers.

Through 1988, the Second Injury Fund was financed by an annual assessment upon insurance carriers. Such assessment was included in your standard premium via the manual premium rate(s) shown in your policy Information Page.

Effective January 1, 1989 an amendment to the Law requires that the present financing be replaced by a direct surcharge shown as a separate "Second Injury Fund Surcharge" line on your policy Information Page. It will no longer be included in the manual premium rate. This new system will discourage other states from imposing retaliatory taxes on New Jersey based insurance companies and ultimately aid cost containment efforts.

#### UNINSURED EMPLOYERS FUND

The New Jersey Workers Compensation Law requires every employer to provide workers compensation coverage through purchase of a workers compensation and employers liability insurance policy. Failure to provide such coverage results in a fine and/or criminal action by the Department of Labor as well as continued liability for benefit payments to an injured worker.

The Uninsured Employers Fund was established by Law to provide benefits to an injured worker when the employer has failed to comply with the insurance provisions of the Law and is unable to provide the required benefits. Through 1988 total financing of the Fund was derived from fines imposed upon uninsured employers.

Effective January 1, 1989 an amendment to the Law, requires that the present financing be supplemented by a direct surcharge shown as a separate "Uninsured Employers Fund Surcharge" line on your policy Information Page. This method will assure the delivery of benefits to injured workers and the surcharge will cease whenever the year end balance of the Fund exceeds \$500,000.

#### IMPORTANT CONTRACTOR NOTICE

Do you employ contractors or subcontractors?

Do you hire vehicles with drivers or helpers?

If so, you may be subject to added insurance costs.

#### Why?

Workers Compensation laws in most states provide that the general or principal contractor is responsible for payment of compensation benefits to employees of uninsured contractors and subcontractors and to drivers, chauffeurs, and helpers hired with vehicles if the owner of such vehicles has not insured their compensation obligation. When state law makes you responsible for payment of benefits under those circumstances, your Workers Compensation carrier must charge you for the added exposure.

#### AVOID these costs . . . .

Obtain certificates of insurance from all contractors, subcontractors and owners of hired vehicles and keep them with your payroll records for review by our auditor.

## LIBERTY MUTUAL WORKERS COMPENSATION, GROUP BENEFITS, AND HELMSMAN MANAGEMENT SERVICES, LLC PRIVACY PRACTICES DISCLOSURE NOTICE

This Privacy Practices Disclosure Notice outlines the privacy practices for Liberty Mutual Insurance and its subsidiaries and affiliates listed below (collectively referred to as "Liberty Mutual"):

- Liberty Mutual Fire Insurance Company
- LM Insurance Corporation
- Liberty Insurance Company of America
- Liberty Life Assurance Company of Boston
- Employers Insurance Company of Wausau
- Wausau Business Insurance Company
- Liberty Insurance Corporation
- The First Liberty Insurance Corporation
- Liberty Northwest Insurance Corporation
- Helmsman Management Services, LLC
- Wausau General Insurance Company
- Wausau Underwriters Insurance Company

#### This Notice tells you:

- The categories of nonpublic personal information (NPPI) we collect from you or from a third party about you or about participants, beneficiaries or claimants under your workers compensation and/or group benefit coverage, or your employee benefit programs or plans;
- How we use NPPI;
- The categories of affiliates and non-affiliate third parties with whom we share NPPI;
- The security policies and procedures in place to protect the confidentiality and security of NPPI provided to us.

If you have questions regarding this Privacy Practices Disclosure Notice, contact us by sending an email to pstprivacy@libertymutual.com or write to us at:

Presidential Service Team Liberty Mutual Insurance 175 Berkeley Street Boston, MA 02116

If applicable, please include your policy number or contract number with any correspondence.

#### 1. INFORMATION WE MAY COLLECT

We want you to conduct business with us knowing that we protect NPPI. We collect NPPI from you or from third parties about you or about participants, beneficiaries or claimants under your insurance coverage. We collect NPPI from:

- Applications or other forms which may include policyholder, participant, beneficiary or claimant name, address, phone number, social security number, household information, vehicle and driver information, date of birth, medical information related to underwriting and claims, insurance coverage, and employee benefit programs or plan information;
- Your business dealings with us, our affiliates, or others, such as prior claims or accidents, medical information related to claims, information about your accident or injury (if applicable), and the names of witnesses and other contact information; and
- Consumer reporting agencies, motor vehicle departments, and inspection services.

#### 2. HOW THE INFORMATION IS USED

We use NPPI:

- To provide policy and premium quotes;
- To underwrite applications, administer claims, and answer questions about our insurance products and services:
- For account administration and processing premium billings payments;
- To process and defend insurance claims, and administer insurance benefits (including utilization review activities);
- To report, investigate, or prevent fraud or material misrepresentation; and
- As otherwise required or permitted by federal or state law.

#### 3. TO WHOM INFORMATION IS DISCLOSED

We do not disclose NPPI about you or about participants, beneficiaries or claimants under your insurance policy, employee benefit programs or plans to anyone, unless allowed by law. We are allowed by law to provide NPPI to:

- A third party that performs services for us, such as claims investigations or medical examinations;
- Our affiliated companies and reinsurers;
- Insurance regulators, reporting agencies or, if applicable, involuntary market administrators;
- State Motor Vehicle Departments to obtain a report of any accidents or convictions;
- Law enforcement agencies or other governmental authorities to report suspected illegal activities;
- Persons or organizations conducting insurance actuarial or research studies, subject to appropriate confidentiality agreements;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement; and,
- As otherwise permitted or required by law.

#### 4. HOW WE PROTECT INFORMATION

We maintain physical, electronic, and procedural safeguards to guard NPPI. These safeguards comply with applicable laws. We retain NPPI for as long as required by law or regulation. The only employees or agents who have access to your NPPI are those who must have it to provide products or services to you. We do not sell your NPPI to mass marketing or telemarketing companies.

# LOSS CONTROL SERVICES IMPORTANT INFORMATION TO POLICYHOLDERS PENNSYLVANIA

Through its Loss Control Advisory Services department, Liberty Mutual Insurance has available to our policyholders safety consultation services, which we have found to be consistent with your workplace hazards. These services may be available to you as our policyholder at no additional cost.

If the employer has received a certificate from the Pennsylvania Department of Labor and Industry specifying that the employer has established a workplace safety committee in conformance with the Department's criteria, the policy is subject to a 5% premium discount to recognize the certification of the workplace safety committee.

To obtain further information about our loss control consultation services, please contact our Loss Control Consulting Center at 1-866-757-7324, or email <a href="mailto:LCASConsultingCenter@LibertyMutual.com">LCASConsultingCenter@LibertyMutual.com</a>, or by writing to Liberty Mutual Insurance, Loss Control Consulting Center, 2000 Westwood Dr, Wausau, WI 54401.

WC7-Z91-432811-013 NATIONAL LABEL COMPANY 2025 JOSHUA RD LAFAYETTE HILL PA 19444



## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: WC7-Z91-432811-013

National Label Company 2025 Joshua Rd LAFAYETTE HILL PA 19444

Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations. Products may be written in the following stock insurance company subsidiaries of Liberty Mutual Insurance.

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
Liberty Insurance Corporation
LM Insurance Corporation
The First Liberty Insurance Corporation
Employers Insurance Company of Wausau
Wausau Underwriters Insurance Company
Wausau Business Insurance Company
Wausau General Insurance Company

Not all products and coverages are available in all companies and jurisdictions.

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **QUICK REFERENCE**

Conoral Soction	Beginning on Page
General Section A. The Policy B. Who is Insured C. Workers Compensation Law D. State	2 2 2 2
E. Locations	2
Part One – Workers Compensation Insurance A. How This Insurance Applies B. We Will Pay C. We Will Defend D. We Will Also Pay	2 2 2 2
E. Other Insurance F. Payments You Must Make G. Recovery From Others H. Statutory Provisions	3 3 3 3
Part Two – Employers Liability Insurance A. How This Insurance Applies B. We Will Pay C. Exclusions	3 4 4
D. We Will Defend E. We Will Also Pay F. Other Insurance G. Limits of Liability H. Recovery From Others	4 5 5 5 5
I. Actions Against Us	5
Part Three – Other States Insurance A. How This Insurance Applies B. Notice	6 6
Part Four – Your Duties If Injury Occurs	6
Part Five - Premium A. Our Manuals B. Classification C. Remuneration D. Premium Payments E. Final Premium F. Records G. Audit	6 6 6 7 7 7
Part Six - Conditions A. Inspection B. Long Term Policy C. Transfer of Your Rights and Duties D. Cancellation E. Sole Representative	7 7 7 8 8

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 us or against you and us.
- 4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law
- 5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

#### PART TWO - EMPLOYERS LIABILITY INSURANCE

#### A. How This Insurance Applies

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

- 1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
- 3. Bodily injury by accident must occur during the policy period.

- 4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
- 5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. We Will Pay

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

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

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

#### C. Exclusions

This insurance does not cover:

- 1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- 2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- 4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- 5. Bodily injury intentionally caused or aggravated by you:
- 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171–8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331–1356a.), the Defense Base Act (42 USC Sections 1651–1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801–945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws:
- 9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10. Bodily injury to a master or member of the crew of any vessel;
- 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 USC Sections 1801–1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, 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 canceled, final premium will be determined in the following way unless our manuals provide otherwise:

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

#### F. Records

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

#### G. Audit

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

#### **PART SIX - CONDITIONS**

#### A. Inspection

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

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

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

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

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

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

#### D. Cancelation

- 1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation 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 cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
- 3. The policy period will end on the day and hour stated in the cancelation notice.
- 4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

#### E. Sole Representative

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

In witness whereof, Liberty Insurance Corporation has caused this policy to be signed by its President and its Secretary.

**SECRETARY** 

Dexter R. Lay

**PRESIDENT** 

Dand M. Jony

### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY





Issued by Liberty Insurance Corporation (a stock company) 21814

Policy Number WC7-Z91-432811-013 Issuing Office St. Louis, MO-R Renewal Of WC7-Z91-432811-012 Issue Date 12/18/2013
Account Number 9-432811 Sub Account 0003

1. Insured and Mailing Address
National Label Company
NJ TIN
010028742000

LAFAYETTE HILL PA 19444

Status Corporation

2025 Joshua Rd

Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

- 2. Policy Period: The policy period is from 12/31/2013 to 12/31/2014 12:01 A.M. standard time at the Insured's mailing address.
- 3. Coverage
  - A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CT GA MA NJ PA
  - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 500,000 each accident Bodily Injury by Disease \$ 500,000 policy limit Bodily Injury by Disease \$ 500,000 each employee

- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All States except those listed in Item 3.A and the States of: ND OH WA WY
- D. This policy includes these endorsements and schedules: See Item 3. Coverage D Extension of Information Page
- 4. Premium: 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	Premium Basis Total Rate per \$100		<b>Estimated Annual</b>
	Number	Estimated Annual Remuneration of Re	muneration	Premium
See Extension of Information Page				
Minimum Premium	\$931 (PA)	Total Estimated Annual Pre	mium \$	595,235
Premium will be bille	d Monthly	Deposit Premium	\$	595,235
		Deposit Tax/Surcharge/Asse	essment \$	15,670

Producer 0073 004710 LOCKTON COMPANIES LLC (KANSAS CITY SERIE 444 W 47TH ST STE 900 KANSAS CITY MO 64112

Item 3. Coverage D - Extension of Information Page

#### Miscellaneous Form and Endorsement Schedule

#### Policy Notices and Applications

Form Number	Form Name
GPO 4098	Notice
CNW 90 01 05 10	Important Contractor Notice
GPO 4756 R5	Liberty Mutual WC Privacy Practices Disclosure Notice
SNW 37 01 07 12	Pennsylvania Loss Control Services

#### Policy Schedules

Form Number	Form Name
WC 00 00 00 B	Workers Compensation And Employers Liability Insurance Policy Jacket
WC 00 00 01 A	Information Page
GPO 4741	Miscellaneous Form and Endorsement Schedule
GPO 2923	Item 4. Premium - Extension of Information Page
GPO 4162 R1	Named Insured Link Schedule

#### Policy Endorsements

Form Number	Form Name
WC 00 04 04	Pending Rate Change
WC 00 03 11 A	Voluntary Compensation and Employers Liability Coverage Endorsement
WC 00 03 13	Waiver of Our Right to Recover From Others Endorsement
WC 00 04 06	Premium Discount Endorsement
WC 00 04 14	Notification of Change in Ownership Endorsement
WC 00 04 19	Premium Due Date Endorsement
WC 00 04 21 C	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
WC 00 04 22 A	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC 06 03 01	Connecticut Application of Workers Compensation Insurance Endorsement
WC 06 03 03 C	Connecticut Workers Compensation Funds Endorsement
WC 06 06 01	Connecticut Nonrenewal Endorsement

Policy No. WC7-Z91-432811-013

Page 1 of 2

GPO 4741 Ed.01/01/2001 WC 00 00 01 A

Comments

Item 3. Coverage D - Extension of Information Page

#### Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements				
Form Number	Form Name	<u>Comments</u>		
WC 10 06 01 A	Georgia Cancelation, Nonrenewal and Change Endorsement			
WC 20 03 01	Massachusetts Limits of Liability Endorsement			
WC 20 03 02 A	Massachusetts - Assessment Charge			
WC 20 03 03 D	Massachusetts Notice to Policyholder Endorsement			
WC 20 04 01	Massachusetts Pending Premium Change			
WC 20 04 05	Massachusetts Premium Due Date Endorsement			
WC 20 06 01 A	Massachusetts Cancellation Endorsement			
WC 29 03 06 B	New Jersey Part Two Employers Liability Endorsement			
WC 29 04 11	New Jersey Premium Discount Endorsement - Schedule Y			
WC 29 06 03	New Jersey Participating Provision			
WC 37 06 01	Special Pennsylvania Endorsement - Inspection of Manuals			
WC 37 06 02	Pennsylvania Notice			
WC 37 06 03 A	Pennsylvania Act 86-1986 Endorsement - Nonrenewal, Notice of Increase of Premium, and Return of Unearned Premium			
WC 37 06 04	Pennsylvania Employer Assessment Endorsement			
WC 99 20 54	Participating Provision			
WM 90 06 12 09	Notice of Cancellation			

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
National Label Company				
Connecticut				
Westport: 22 Crescent Rd 06880				
Salespersons or Collectors - Outside  Manual Premium	8742	1,000,000	.54	5,400 <b>\$5,400</b>
Waiver of Subrogation Premium	0930			250
Employers Liability Increased Limits Premium	9807		.008	43
Standard Premium				\$5,693
Premium Discount	0063		.1047	(596)
Terrorism	9740	1,000,000	.02	200
Catastrophe (other than Certified Acts of Terrorism)	9741	1,000,000	.02	200
Estimated Premium				\$5,497
Connecticut WC Fund Assessment	0936	d) 5,693	.012	68
Connecticut Second Injury Fund Surcharge	0935	d) 5,497	.0275	151
Georgia				
Salespersons or Collectors - Outside	8742	If Any	.45	0
Terrorism	9740		.02	0
Catastrophe (other than Certified Acts of Terrorism)	9741		.02	0
Georgia Insurers Insolvency Pool Surcharge	0935	d)	.00	0
Massachusetts				
Doligy No. WC7-791-432811-013				

Policy No. WC7-Z91-432811-013

Page No. 1

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Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Continued:				
National Label Company				
Massachusetts				
Cherry Valley: 424 Main St 01611				
Salespersons, Collectors or Messengers - Outside	8742	If Any	.15	0
Loss Constant Applied	0032			20
Terrorism  Estimated Premium	9740		.03	0 <b>\$20</b>
Massachusetts DIA Assessment	0935	d)	.034	0
New Jersey				
Clerical Office Employees NOC	8810	If Any	.25	0
Terrorism	9740		.03	0
Catastrophe (other than Certified Acts of Terrorism)	9741		.01	0
New Jersey Second Injury Fund Surcharge	0935	d)	.0676	0
New Jersey Uninsured Employers Fund	0936	d)	.00	0
Pennsylvania				
Conshohocken: 1100 Hector St 19428				
Lafayette: 2025 Joshua Rd 19444				
EXECUTIVE Clerical Office Employees Clerical Office Employees Salesperson Outside Subject to	281 953 953 951	18,700,000 7,000,000 800,000 1,100,000	.26	•
Voluntary Compensation Endorsement Clerical Office Employees	953	If Any	.26	0

Policy No. WC7-Z91-432811-013

Page No. 2

WC 00 00 01 A WC 00 00 01 B (NJ)

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Continued:				
National Label Company				
Pennsylvania				
Manual Premium				\$647,390
Waiver of Subrogation Premium	0930			12,948
Employers Liability Increased Limits Premium	9807		.011	7,121
Experience Modification(1.02 FNL)  Modified Premium	9898	d) 667,459		13,349 <b>\$680,808</b>
Schedule Rating Standard Premium	9887		.06	(40,848) \$639,960
Premium Discount	0063		.1048	(67,052)
Expense Constant	0900			250
Terrorism	9740	27,600,000	.04	11,040
Catastrophe (other than Certified Acts of Terrorism)	9741	27,600,000	.02	5,520
Estimated Premium				\$589,718
PA Employers Assessment	0938	d) 589,718	.0262	15,451
Total Premium for National Label Company				\$595,235
Total Surcharges and Assessments for National Label Company				\$15,670
D 1' N MOT F01 420011 012		I .		

#### NAMED INSURED LINK SCHEDULE

Name Link				
Code	Insured Name/Location	City	State	Zip
001	National Label Company			
001	Telephone Number: (610) 825-3250			
001	FEIN: 23-0907950			
001	Legal Status: Corporation			
001	NJ TIN: 010028742000			
001	No Specific Location		GA	
001	No Specific Location		NJ	
001	424 Main St	Cherry Valley	MA	01611
001	22 Crescent Rd	Westport	CT	06880
001	1100 Hector St	Conshohocken	PA	19428
001	2025 Joshua Rd	Lafayette	PA	19444

Policy No. WC7-Z91-432811-013

Page 1 of 1 Ed. 11/01/2004

#### PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, the endorsement applies only in the state shown in the Schedule.

Schedule

State MA

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

Issued to National Label Company

WC 00 04 04 Page 1 of 1

### VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

#### A. How This Insurance Applies

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

- The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
- 2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
- The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and
  may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those
  places.
- 4 Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment. The
  employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease
  must occur during the policy period.

#### B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

#### C. Exclusions

This insurance does not cover:

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

#### D. Before We Pay

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

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

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

#### E. Recovery From Others

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

#### F. Employers Liability Insurance

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

#### **Schedule**

Employees State of Employment Compensation Law

All employees not All states except CA, subject to the Workers HI, NJ, TX, & WI Compensation Law

State of Hire

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Not applicable in the state of NJ

#### Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of CT, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of GA, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0.00 per policy.

In the state of MA, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$0.00 per policy.

In the state of PA, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$200 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

#### PREMIUM DISCOUNT ENDORSEMENT

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

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Sc	١r	$\Delta$	n		0

1.	Policy Numbers	Estimated Eligible Premium

#### Total \$

- 2. Average percentage discount: % SEE SCHEDULE GPO 2923
- 3. If there are no entries in Items 1. and 2. of the Schedule see the Premium Discount Endorsement attached to your policy number:

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

#### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

Not Applicable in California, Delaware, New Jersey, Pennsylvania, Texas

Issued by Liberty Insurance Corporation 21814

#### PREMIUM DUE DATE ENDORSEMENT

This	endorsement	is used	tο	amend	ŀ
I I IIIO	CHOOLSCHICH	เอ นอธน	w	annenu	١.

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.

Not Applicable in Arizona, Massachusetts, Oregon and Texas

Issued by Liberty Insurance Corporation 21814

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

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

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

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

Schedule
State Rate Premium
See Premium Schedule GPO 2923

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

#### **Definitions**

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

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

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

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

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

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

#### **Limitation of Liability**

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

#### **Policyholder Disclosure Notice**

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000.
- 3. The premium charged 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				
<u>State</u>	Rate	<u>Premium</u>		

Not applicable in Florida.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

## CONNECTICUT APPLICATION OF WORKERS COMPENSATION INSURANCE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in Item 3.A. of the Information Page.

Section A, "How This Insurance Applies", of Part One, "Workers Compensation Insurance", is amended to read as follows:

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

- 1. Injury by accident must occur during the policy period.
- 2. Injury by disease must be caused or aggravated by exposure during the policy period to conditions of your employment.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013

**WC 06 03 01** Page 1 of 1 Ed. 04/01/1984

#### CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in Item 3.A. of the Information Page.

The amount shown on the Information Page for the Connecticut workers compensation fund assessment is required of you under Section 31-345 of the Connecticut General Statutes. We will pay these assessments to the Connecticut State Treasurer. The purpose of the assessment is to finance the expenses of administering the workers compensation laws.

THE AMOUNT SHOWN ON THE INFORMATION PAGE FOR THE CONNECTICUT SECOND INJURY FUND SURCHARGE IS REQUIRED OF YOU UNDER CONNECTICUT REGULATIONS TO FINANCE THE CONNECTICUT SECOND INJURY FUND. WE WILL PAY THIS SURCHARGE TO THE CONNECTICUT STATE TREASURER.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

# CONNECTICUT NONRENEWAL ENDORSEMENT

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

Add the following to **Part Six - Conditions** of the policy:

#### F. Nonrenewal

We may elect not to renew the policy. Unless otherwise provided by Connecticut General Statutes Annotated Section 38a-323, we will provide you via registered mail, certified mail or by mail evidenced by a certificate of mailing, or deliver to the named insured at the address shown in the policy, at least sixty (60) days advance notice of our intention not to renew.

Mailing such notice to you at your address, shown in Item 1., of the Information Page, will be deemed sufficient notice under this section.

The notice of intent not to renew will state or be accompanied by a statement specifying the reason for such nonrenewal.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013

**WC 06 06 01** Page 1 of 1 Ed. 01/01/2003

### GEORGIA CANCELATION, NONRENEWAL AND CHANGE ENDORSEMENT

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

The **Cancelation** Condition of the policy is replaced by this Condition:

# D. Cancelation, Nonrenewal and Change

- 1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancelation is to take effect, subject to the following:
  - a. If only your interest is affected, the effective date of cancelation will be the later of the date we receive notice from you or the date specified in the notice.
  - b. If by statute, regulation or contract this policy may not be canceled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days notice to you and the third party as soon as practicable after receiving your request for cancelation.

Our notice will state the effective date of cancelation, which will be the later of the following:

- 1) 10 days from the date of mailing or delivering our notice, or
- 2) the effective date of cancelation stated in your notice to us.
- 2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancelation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancelation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancelation or nonrenewal.
- 3. If we increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
- The policy period will end on the day and hour stated in the cancelation notice except as provided for above.

Issued by Liberty Insurance Corporation 21814

# MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Massachusetts is listed in Item 3.A. of the Information Page.

Our liability to you under Section 25 of Chapter 152 of the General Laws of Massachusetts is not subject to the limit of liability that applies to Part Two (Employers Liability Insurance).

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

**Expiration Date** 

For attachment to Policy No. WC7-Z91-432811-013

**WC 20 03 01**Page 1 of 1
Ed. 04/01/1984

# **MASSACHUSETTS - ASSESSMENT CHARGE**

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidents (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the DIA's standard premium, **as defined and outlined in 452 CMR 7.00**, developed under your policy, is shown as a separate item on the information page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013

**WC 20 03 02 A** Page 1 of 1 Ed. 09/01/2008

# MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

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

#### 1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

You may obtain pertinent rating information by submitting a written request to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this endorsement or to us at our company address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your classification, rates, premiums or audit results were determined. If we fail to grant or reject your request within thirty days after it is made or if you are not satisfied by the results of our review, you may submit a written request for review to the Workers' Compensation Rating and Inspection Bureau of Massachusetts ("WCRIBMA") at the address shown in this endorsement. If the WCRIBMA fails to grant or reject your request within thirty days after it is made or if you are not satisfied with the results of the WCRIBMA review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

#### 2. Reserve or Settlements

You may request a loss run, which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

#### 3. Named Insured

You are responsible for immediately reporting all changes in name or legal status to us in writing at the company address shown in this Endorsement.

If you want to add a named insured or replace the named insured with another legal entity on any policy issued through the Massachusetts Assigned Risk Pool you must submit a new Assigned Risk Pool Application, including a Confidential Request for Information Form (ERM), to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this Endorsement.

#### 4. Insured's Mailing Address

Notices relating to this Policy will be mailed or delivered to your mailing address. Your mailing address is that which is shown in Item 1 of the Information Page or in a change of address Endorsement to the Policy. You are responsible for notifying us in writing at the company address shown in this Endorsement about any change to your mailing address.

WC 20 03 03 D Page 1 of 2

# MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

Addresses

The Workers' Compensation Rating and Inspection Bureau of Massachusetts Attention: Customer Service Department 101 Arch Street, 5th floor Boston, MA 02110 www.wcribma.org Company Address St. Louis, MO-R 14500 S Outer 40 Ste 500 Chesterfield MO 63017

Commissioner of Insurance Division of Insurance Department of Banking and Insurance 1000 Washington St 8<sup>th</sup> Floor Boston, MA 02118-2218

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013

WC 20 03 03 D Page 2 of 2

Ed. 08/01/2010

# MASSACHUSETTS PENDING PREMIUM CHANGE ENDORSEMENT

A filing is being considered by the Massachusetts Division of Insurance which may result in premiums different from

those shown on the policy. date.	If it does, we will issue an endorsement to show the new premiums and their effective
This endorsement is execute	d by the Liberty Insurance Corporation 21814
Premium \$	
Effective Date	Expiration Date
For attachment to Policy No	WC7-Z91-432811-013
<b>WC 20 04 01</b> Page 1 of 1	

Ed. 11/01/1990

# MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT

Section D of Part Five of the Policy is replaced by this provision:

# PART FIVE PREMIUM

D. <b>P</b>	remium	<b>Payments</b>	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 audit and retrospective premiums shall be paid by the due date indicated on the billing statement.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013

**WC 20 04 05** Page 1

ED. 06/01/2001

# MASSACHUSETTS CANCELLATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Massachusetts 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 by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
- We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
- 3. We will mail or deliver the notice of cancellation to you at your last address, which shall be the mailing address shown in Item 1 of the Information Page or the change of mailing address shown in an Endorsement to the Policy. Pursuant to M.G.L. Chapter 175, Section 187C, a written notice of cancellation shall be deemed effective when mailed by us if we obtain a certificate of mailing receipt from the United States Postal Service showing your name and address as stated in the policy.
- 4. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013

**WC 20 06 01A** Page 1 of 1 Ed. 07/01/2008

#### NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

With respect to Exclusion C5, this insurance does not cover any and all intentional wrongs within the exception allowed by N.J.S.A. 34:15-8 including but not limited to, bodily injury caused or aggravated by an intentional wrong committed by you or your employees, or bodily injury resulting from an act or omission by you or your employees, which is substantially certain to result in injury.

With respect to Exclusion C7, we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee(s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee(s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F, the "Other Insurance" provisions is replaced with the following:

#### 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.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013

**WC 29 03 06B** Page 1 of 1 Ed. 07/01/2007

# NEW JERSEY PREMIUM DISCOUNT ENDORSEMENT SCHEDULE Y

The New Jersey premium for this policy and the policies, if any, listed in Item 2 of the Schedule may be eligible for a discount. This endorsement shows the discount rates in Item 1 of the Schedule. The final calculation of premium discount will be determined by our Manual and your New Jersey standard premium as determined by audit.

In certain cases where New Jersey retrospective rating applies, all of the premium may not be subject to retrospective rating. In such cases:

So much of the New Jersey Standard Premium as is subject to retrospective rating shall not be subject to discount. The remainder is subject to discount and the discount is calculated as follows:

- (a) Determine the discount as though none of the standard premium is subject to retrospective rating.
- (b) Determine the discount as though only the premium subject to retrospective rating is discounted.
- (c) The difference between (a) and (b) is the applicable premium discount.

#### Schedule

- 1. Premium Discount. The first \$10,000 of the Standard Premium shall be charged in full without discount, the next \$190,000 shall be subject to a discount of 8.5%, the next \$1,550,000 shall be subject to a discount of 10.2%, and the remainder shall be subject to a discount of 11.0%.
- 2. Other policies:

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

# **NEW JERSEY PARTICIPATING PROVISION ENDORSEMENT**

You may be entitled to participate in a distribution of the surplus or excess premium of the company to such

extent and upon such conditions, as shall be determined by the Board of Directors of the company provided you have complied with all the terms of the policy including the payment of premiums.
Neither dividends nor any factors used in their calculation may be guaranteed.
Dividends will be payable only for a policy period that has expired.
By the purchase of this policy you do not obtain any contractual right to a dividend.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

**Expiration Date** 

For attachment to Policy No. WC7-Z91-432811-013

WC 29 06 03 Page 1 of 1 Ed. 1/1998

# SPECIAL PENNSYLVANIA ENDORSEMENT - INSPECTION OF MANUALS

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654	of the
Insurance Company Law of May 17, 1921, P.L. 682, as amended and Act 44 of 1993 and are on file wi	th the
Insurance Commissioner of the Commonwealth of Pennsylvania.	

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

Issued to National Label Company

**WC 37 06 01** Ed. 04/01/1984

#### **PENNSYLVANIA NOTICE**

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

- 1. surveys:
- 2. consultation or advice; or
- 3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

- 1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
- 2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
- 3. if any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

# PENNSYLVANIA ACT 86 - 1986 ENDORSEMENT NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM

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

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

#### Nonrenewal

- 1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
- 2. Our notice of nonrenewal will state our specific reasons for not renewing.
- 3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
  - a. 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.

#### **Notice of Increase in Premium**

- 1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
- The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
- 3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

#### **Return of Unearned Premium**

- 1. If this policy is cancelled and there is unearned premium due you:
  - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
  - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.

2.	Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1a. and 1b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3.	These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

#### PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that " . . . the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation Supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act", shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

# **EMPLOYER ASSESSMENT FORMULA:**

Employer = Act 57 of 1997 Employer X Employer Assessment Assessment Factor Premium Base

# Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

# **Employer Assessment Premium Base**

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

Code 0938

**EMPLOYER ASSESSMENT FACTOR** 

**EMPLOYER ASSESSMENT** 

0.0262 \$ 15,451

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

Issued to National Label Company

**WC 37 06 04** Ed. 10/01/1999

# **PARTICIPATING PROVISION**

You shall participate in the distribution of surplus funds of the company through any dividends that may be declared or this Policy. A declaration or payment of dividends is not guaranteed. The amount of any dividends that may be declared shall be to the extent, and upon the conditions fixed and determined by the Board of Directors and in compliance with any laws that apply.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-432811-013 Effective Date Premium \$

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation; or
- b) <u>90</u> days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below.

NAME ADDRESS

National Label Company

2025 JOSHUA RD LAFAYETTE HILL PA 19444

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date Expiration Date

For attachment to Policy No. WC7-Z91-432811-013