

1133 Avenue of the Americas, New York, NY 10036

Telephone 212-703-7000 Facsimile 212-801-4101

December 17, 2024

Baccarat Inc

In care of Willis Of New Jersey Inc

Licensed Producer:

c/o:

150 John F Kennedy 520 Short Hills, NJ 07078-5002

Subject: Baccarat Inc

Policy Type	<b>Policy Number</b>	<b>Effective Date</b>	<b>Underwriting Company</b>
MOD PKG	35787502	12/31/2024	Great Northern Insurance Company
AUTO	74968804	12/31/2024	Federal Insurance Company
WORK COMP	71634762	12/31/2024	Pacific Employers Insurance Company
UMBRELLA	79813674	12/31/2024	Chubb Insurance Company Of New Jersey

We are pleased to provide our Commercial Coverage Proposal for Baccarat Inc. This quote is valid for 30 days from today.

To facilitate your discussion of the coverages with the insured, we have outlined some of the features of the form. Please review the coverages carefully. This proposal outlines the extent of coverage that we will provide on the account and is subject to the terms and conditions of the policies. If you do not see a specific coverage listed on this proposal, it is **not** provided.

Please note that this proposal is subject to several legal requirements and prohibitions, which are described on the cover page of this proposal or within individual sections of the proposal, as appropriate. Please read these descriptions carefully.

Thank you for the opportunity to quote this account. We would be happy to discuss this proposal with you in further detail. Please call us if you have any questions.

Sincerely,

Michael Paoillo

Underwriter, Commercial Insurance Specialty

Underwriting Service Team	Phone	Email
Michael Paoillo		michael.paolillo@chubb.com
Michael Parchinsky		Michael.parchinsky@chubb.com

CHUBB<sup>®</sup>

of clients who experienced a claim with Chubb are highly satisfied with their experience.\*

# Baccarat Inc,

# Thank you for the opportunity to earn your business!

In today's uncertain environment, who protects your business matters more than ever. Together with Willis Of New Jersey Inc, we make it our focus to provide our clients with an unmatched level of service.

Each business that we insure is more than a policy or premium to us—each is a valued client. We're experts in our industry, and in yours. We protect many businesses like yours and have expert knowledge in the risks you face today, and will face tomorrow.

Our insurance products are backed by cutting-edge risk engineering and claims services to provide you with a holistic approach to managing risk.

All of this support allows you to focus on what matters to you most—running your business. We encourage you to check out a new resource center that's designed to explain the value of being a Chubb client.

If you have any questions about the ensuing proposal, please contact Willis Of New Jersey Inc.

Thank you.

## Learn more at chubb.com/getchubbinsured

\*Scores are for personal lines and commercial combined for client surveys conducted by Chubb.

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#### COMMERCIAL COVERAGE PROPOSAL

#### **FOR**

## BACCARAT INC COVER PAGE

#### **Submitted to:**

WILLIS OF NEW JERSEY INC 150 JOHN F KENNEDY PARKW SHORT HILLS, NJ 07078-5002

Attn: [Agent's Name]

Information contained in this proposal is descriptive only. This proposal contains highlights or typical features available in our policies. These features are subject to change based upon underwriting and may or may not be available or apply to your policy. The precise coverage afforded is subject to the terms and conditions of the policies issued. The Company reserves the right, in its sole discretion, to amend or withdraw this Proposal if the Company becomes aware of any new, corrected or updated information that the Company reasonably believes would change its underwriting evaluation.

This quotation/proposal contemplates an integrated insurance program that includes all of the lines of business, terms and conditions outlined. The pricing and terms and conditions shown in this quotation/proposal cannot be separated. As such, if you reject individual components of the quote/proposal or any part of the program is cancelled and/or non-renewed, the terms and conditions of the remaining portion of the account are subject to reevaluation by the Company and all elements including program structure, pricing, as well as other terms and conditions will be subject to change.

This information is intended for producers that are properly licensed and authorized in at least one of the writing companies that comprise the Chubb Group of Insurance Companies (Chubb). If you are not a licensed and authorized Chubb producer, please direct this communication to the person in your office that holds such designations and contact Chubb to update the contact information for this policy.

For promotional purposes, Chubb refers to member insurers of the Chubb Group of Insurance Companies underwriting coverage: Federal Insurance Company, Vigilant Insurance Company, Pacific Indemnity Company, Great Northern Insurance Company, Northwestern Pacific Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb National Insurance Company, Chubb Lloyds Insurance Company of Texas. Not all insurers do business in all jurisdictions.

PREMIUM SUMMARY <u>Policy Type</u>	<u>Premium</u>	<u>Commission</u>	Payment Options
Commercial Lines Package Great Northern Insurance Company	\$116,312	17.5%	Quarterly/Agency Bill TBD
Policy No.: 3578-75-02 Property	\$89,365		
Liability	\$24,439		
Crime	\$2,243		
Machinery Breakdown	Included in Property		
Taxes and Surcharges	\$265	0%	Prepaid
Automobile Insurance Federal Insurance	\$1,786.34	17.5%	Agent Billing/Quarterly TBD
Company Policy No.: 7496-88-04 Portion attributable to Taxes and Surcharges	\$5.34	0%	Prepaid
Workers' Compensation  Pacific Employers Insurance Company	\$64,737	10%	Quarterly / Agency Bill TBD
Policy No.: (25) 7163-47-62			
Expense Constant	\$300	0%	Quarterly / Agency Bill
Portion attributable to Taxes and Surcharges	\$3,559	0%	Prepaid

Policy Type	<u>Premium</u>	<b>Commission</b>	Payment Options
Chubb Insurance Company of New Jersey [Policy No: 7981-36-74	\$19,461 (**Includes Terrorism under this policy, when included in all Underlying)	17.5%	
The portion attributable to Taxes, Surcharges and Other Charges is an estimate included in the Premium above. The Insured is responsible for the total amount, if bound, shown on the premium bill and/or premium summary, regardless of the amount shown above.	\$ 58.21	0%	Prepaid
TOTAL ACCOUNT PREMIUM	\$202,296		
TAXES, SURCHARGES AND Premium Summary above)	D OTHER CHARGES (Inclu	ded in the Commerc	cial Lines Package
PLIGA SURCHARGE NYFF EMERGENCY MANAGEM	ENT, PREPAREDNESS AN	D ASSISTANCE	\$126.24 \$66.62 \$4.00
TRUST FUND	ASSESSMENT SURCHARG		\$4.00 \$114.73

Please note the underwriting company in which this quote is being offered. All insurers of the Chubb Group of Insurance Companies share the same financial ratings.

FL LEGISLATIVE FLOOD PREMIUM TAX DISCOUNT

MACHINERY BREAKDOWN TAXES AND SURCHARGES

(\$47.68)

\$1.48

The portion attributable to Taxes, Surcharges and Other Charges is an estimate. The Insured is responsible for the total amount, if bound, shown on the premium bill and/or premium summary, regardless of the amount shown above.

#### Terrorism

Portion of premium attributable for Terrorism - Included in above premiun		
Property	\$2,371	
*Ensuing Fire	\$379	
General Liability	\$239	

General Liability \$239
Crime \$0
Machinery Breakdown Included in Property
Workers Compensation \$2,979
\*\*Umbrella \$192
\*\*\*Umbrella \$XXX

[Instructions: delete this option if this is a High Hazard risk]

Should the insured not elect coverage for acts of Terrorism in any of the underlying insurance, and elects the option above which includes coverage for acts of terrorism in this quotation, we reserve the right to withdraw our offer for coverage to which this quotation pertains.

<sup>\*</sup>If you elect not to purchase coverage for terrorism and your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown above for Ensuing Fire is the amount attributable to the insurance provided pursuant to that statutory standard fire policy. This coverage cannot be rejected. \*\*When the insured elects coverage for acts of terrorism in all underlying, and elects terrorism coverage under this policy.

<sup>\*\*\*</sup>When the insured does NOT elect coverage for acts of terrorism in ANY underlying insurance, and elects terrorism coverage under this policy.

<sup>&</sup>quot;Terrorism" refers to terrorism losses covered by the Terrorism Risk Insurance Act of the United States of America (15 USC 6701 note). Please refer to the Important Notice to Policyholders which outlines both the Federal Government's and the Insurance Company's obligation of payment under the Terrorism Risk Insurance Act.

#### CUSTOMARQ COMMERCIAL COVERAGE

Policy Number: 3578-75-02

Company: Great Northern Insurance Company

Effective Date: December 31, 2024 to December 31, 2025

#### PREMISES SCHEDULE

- 1. 36 MAYFIELD AVENUE, EDISON, NJ 08837
- 238 GREENWICH AVENUE, GREENWICH, CT 06830 2.
- 3333 BRISTOL ST, SUITE 3014, BACCARAT SOUTH COAST PLAZA, COSTA MESA, CA 92626 3.
- 4. 73-111 EL PASEO DRIVE, SUITE R1, GALLERIA CENTER, PALM DESERT, CA 92260
- 5. 3500 LAS VEGAS BLVD SOUTH, LAS VEGAS, NV 89109
- 635 MADISON AVE, NEW YORK, NY 10022 6.
- 4444 WESTHEIMER RD, STE A-170, HOUSTON, TX 77027 7.
- 140 N.E. 39TH STREET, SUITE PC210, MIAMI, FL 33137 8.
- 28 W 53RD ST, NEW YORK, NY 10019 9.
- 10. 3333 BEAR ST, SUITE 219, COSTA MESA, CA 92626
- 11. 545 MADISON AVENUE, NEW YORK, NY 10022

#### **PROPERTY INSURANCE**

**Deductible:** \$10,000 **Waiting Period:** 48 Hours **Extended Period:** Unlimited

The information shown above applies to:

- all premises coverages;
- all additional coverages; and
- debris removal coverage,

and all premises, unless corresponding specific information is shown as applicable to a specific premises or coverage.

PREMISES COVERAGES - BLANKET LIMITS		LIMITS OF INSURANCE
Blank	ket Number and Coverages	
1.	Accounts Receivable on Premises	\$861,111
2.	Valuable Papers on Premises	\$861,111
3.	Personal Property	\$20,591,150
	EDP Property on Premises	
	Leasehold Interest - Undamaged Tenant's Improvements and	
	Betterments	
4.	Business Income with Extra Expense	\$4,189,400

PREMISES COVERAGES: If "Blanket" or "Loss Limit" is shown	LIMITS OF INSURANCE
under Limits Of Insurance as applicable to a Premises, please refer to	
the "Premises Coverages – Blanket Limits" section or the "Loss Limits	
Of Insurance" section above to determine the Limits Of Insurance	
applicable to such Premises. "Blanket" limits are numbered for ease of	
reference. If a specific limit is shown under Limits Of Insurance for a	
Premises Coverage, that Limit applies to such coverage, even if a	
"Blanket" limit applies to other Premises Coverage at such premises.	
Premises # 1: 36 MAYFIELD AVENUE, EDISON, NJ 08837	
Personal Property	Blanket 3
Automatic Increase in Limits 5%	

Business Income with Extra Expense	Blanket 4
Automatic Increase in Limits 5%	
EDP Property on Premises	Blanket 3
Valuable Papers on Premises	Blanket 2
Accounts Receivable on Premises	Blanket 1
Leasehold Interest - Undamaged Tenant's Improvements and	Blanket 3
Betterments	
Money and Securities on Premises	\$27,500
\$250 Occurrence Deductible	
Premises # 2: 238 GREENWICH AVENUE, GREENWICH, CT	
06830	Dlaulest 2
Personal Property Automatic Increase in Limits 5%	Blanket 3
	D114 4
Business Income with Extra Expense Automatic Increase in Limits 5%	Blanket 4
	Dlaulest 2
EDP Property on Premises	Blanket 3
Valuable Papers on Premises	Blanket 2
Accounts Receivable on Premises	Blanket 1
Leasehold Interest - Undamaged Tenant's Improvements and Betterments	Blanket 3
Premises # 3: 3333 BRISTOL ST, SUITE 3014, BACCARAT SOUTH COAST PLAZA, COSTA MESA, CA 92626	
Personal Property	Blanket 3
Automatic Increase in Limits 5%	
Business Income with Extra Expense	Blanket 4
Automatic Increase in Limits 5%	
EDP Property on Premises	Blanket 3
Valuable Papers on Premises	Blanket 2
Accounts Receivable on Premises	Blanket 1
Leasehold Interest - Undamaged Tenant's Improvements and	Blanket 3
Betterments	Branket 5
Premises # 4: 73-111 EL PASEO DRIVE, SUITE R1, GALLERIA CENTER, PALM DESERT, CA 92260	
Personal Property	Blanket 3
Automatic Increase in Limits 5%	
Business Income with Extra Expense	Blanket 4
Automatic Increase in Limits 5%	
EDP Property on Premises	Blanket 3
Valuable Papers on Premises	Blanket 2
Accounts Receivable on Premises	Blanket 1
Leasehold Interest - Undamaged Tenant's Improvements and Betterments	Blanket 3
Demonitoring	

Personal Property Automatic Increase in Limits 5% Business Income with Extra Expense Automatic Increase in Limits 5% EDP Property on Premises Deductible \$1,000 Valuable Papers on Premises Accounts Receivable on Premises Blanket 2 Accounts Receivable on Premises Leasehold Interest - Undamaged Tenant's Improvements and Blanket 3 Blanket 4 Automatic Increase in Limits 5% Blanket 4 Automatic Increase in Limits 5% EDP Property on Premises Valuable Papers on Premises Leasehold Interest - Undamaged Tenant's Improvements and Betterments  Premises # 7: 4444 WESTHEIMER RD, STE A-170, HOUSTON, TX 77027 Personal Property Automatic Increase in Limits 5% Business Income with Extra Expense Automatic Increase in Limits 5% Business Income with Extra Expense Blanket 1 Blanket 3 Blanket 4 Automatic Increase in Limits 5% Business Income with Extra Expense Blanket 4 Blanket 4 Blanket 4 Blanket 3 Blanket 3 Blanket 3 Blanket 4 Blanket 4 Blanket 4 Blanket 3 Blanket 3 Blanket 3 Blanket 3 Blanket 4 Blanket 4 Blanket 4 Blanket 3 Blanket 3 Blanket 3 Blanket 4 Blanket 4 Blanket 3 Blanket 3 Blanket 3 Blanket 4 Blanket 4 Blanket 3 Blanket 3 Blanket 3 Blanket 3 Blanket 4 Blanket 3 Blanket 3 Blanket 3 Blanket 1 Blanket 3 Blanket 1 Blanket 3 Blanket 1 Blanket 3 Blanket 3 Blanket 1 Blanket 3 Blanket 1 Blanket 3 Blanket 1 Blanket 3 Blanket 1 Blanket 3 Blanket 3 Blanket 1 Blanket 3 Blanket 4 Blanket 3 Blanket	Premises # 5: 3500 LAS VEGAS BLVD SOUTH, LAS VEGAS, NV 89109	
Business Income with Extra Expense Automatic Increase in Limits 5%  EDP Property on Premises Deductible \$1,000 Valuable Papers on Premises Accounts Receivable on Premises Blanket 3  Blanket 4  Automatic Increase in Limits 5% Blanket 4  Automatic Increase in Limits 5%  EDP Property on Premises Blanket 2  Accounts Receivable on Premises Blanket 1  Leasehold Interest - Undamaged Tenant's Improvements and Blanket 3  Betterments  Premises # 7: 4444 WESTHEIMER RD, STE A-170, HOUSTON, TX 77027  Personal Property Automatic Increase in Limits 5% Blanket 3  Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  EDP Property on Premises Blanket 3  Automatic Increase in Limits 5%  EDP Property on Premises Blanket 3  Valuable Papers on Premises Blanket 3  Valuable Papers on Premises Blanket 3  Valuable Papers on Premises Blanket 3  Premises # 8: 140 N.E. 39TH STREET, SUITE PC210, MIAMI, FL 33137  Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%	1	Blanket 3
EDP Property on Premises	Business Income with Extra Expense	Blanket 4
Valuable Papers on Premises   Blanket 2	EDP Property on Premises	Blanket 3
Accounts Receivable on Premises   Blanket 1		Blanket 2
Premises # 6: 635 MADISON AVE, NEW YORK, NY 10022	·	Blanket 1
Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  EDP Property on Premises  Valuable Papers on Premises  Blanket 2  Accounts Receivable on Premises  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  Premises # 7: 4444 WESTHEIMER RD, STE A-170, HOUSTON, TX 77027  Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  EDP Property on Premises  Valuable Papers on Premises  Blanket 3  Valuable Papers on Premises  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  Premises # 8: 140 N.E. 39TH STREET, SUITE PC210, MIAMI, FL 33137  Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  S2,167,000  Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Business Income with Extra Expense Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Business Income with Extra Expense Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Betterments		Blanket 3
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Accounts Receivable on Premises  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  Premises # 8: 140 N.E. 39TH STREET, SUITE PC210, MIAMI, FL 33137  Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  Blanket 1  Blanket 3  82,167,000  \$2,167,000  \$1,500,000	EDP Property on Premises	Blanket 3
Leasehold Interest - Undamaged Tenant's Improvements and Betterments  Premises # 8: 140 N.E. 39TH STREET, SUITE PC210, MIAMI, FL 33137  Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  Blanket 3  Blanket 3  \$2,167,000  \$1,500,000	Valuable Papers on Premises	Blanket 2
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FL 33137  Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  1,800,000		Blanket 3
FL 33137  Personal Property Automatic Increase in Limits 5%  Business Income with Extra Expense Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  1,800,000		
Automatic Increase in Limits 5%  Business Income with Extra Expense \$1,500,000  Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Betterments 1,800,000		
Automatic Increase in Limits 5%  Leasehold Interest - Undamaged Tenant's Improvements and Betterments  1,800,000	1	\$2,167,000
Leasehold Interest - Undamaged Tenant's Improvements and Betterments  1,800,000		\$1,500,000
	Leasehold Interest - Undamaged Tenant's Improvements and	1,800,000
Fine Arts on Premises \$500,000	Fine Arts on Premises	\$500,000

Premises # 9: 28 W 53RD ST, NEW YORK, NY 10019	
Personal Property	Blanket 3
Automatic Increase in Limits 5%	
Business Income with Extra Expense	Blanket 4
Automatic Increase in Limits 5%	
EDP Property on Premises	Blanket 3
Leasehold Interest - Undamaged Tenant's Improvements and	Blanket 3
Betterments	

Premises # 10: 3333 BEAR ST, SUITE 219, COSTA MESA, CA	
92626	
Personal Property	Blanket 3
Automatic Increase in Limits 5%	
Business Income with Extra Expense	Blanket 4
Automatic Increase in Limits 5%	
EDP Property on Premises	Blanket 3
Leasehold Interest - Undamaged Tenant's Improvements and	Blanket 3
Betterments	

Premises # 11: 545 MADISON AVENUE, NEW YORK, NY 10022	
Personal Property Automatic Increase in Limits 5%	Blanket 3
Business Income with Extra Expense Automatic Increase in Limits 5%	Blanket 4
EDP Property on Premises	Blanket 3
Leasehold Interest - Undamaged Tenant's Improvements and Betterments	Blanket 3

PREMISES COVERAGES	LIMITS OF INSURANCE	
Machinery Breakdown	INCLUDED	

ADDITIONAL COVERAGES – SPECIFIC LIMITS	LIMITS OF INSURANCE
Fine Arts - Any Other Location	\$500,000
Fine Arts - Exhibition, Fair or Trade Show	\$300,000
Mobile Equipment Deductible \$1,000	\$7,200
Money and Securities Off Premises Occurrence Deductible \$250	\$27,500
Ocean Cargo	
Goods In Transit	\$50,000
Personal Property - Any Other Location	\$1,084,000
Personal Property - Exhibition, Fair or Trade Show	\$250,000
Personal Property in Transit	\$70,000
Prohibition of Access	
Per Occurrence Limit	\$50,000
Annual Aggregate Limit	\$100,000

EARTHQUAKE W/EQSL SUB LIMIT	LIMITS OF INSURANCE		
Policy Annual Aggregate Limit	\$5,000,000		
Earthquake W/EQSL Sub Limit			
Premises 1, 2, 5, 6, 7, 8, 9, 10, 11			
Premises Annual Aggregate Limit	\$5,000,000		
Per Occurrence Limit	\$5,000,000		
Property Damage Per Premises/Per Occurrence Dollar Deductible	\$50,000		
Waiting Period Per Premises/Per Occurrence (Consecutive	48 Hours		
Hours)			
Earthquake W/EQSL Sub Limit			
Premises 3, 4			
Premises Annual Aggregate Limit	\$1,000,000		
Per Occurrence Limit	\$1,000,000		
Property Damage Per Premises/Per Occurrence Percentage Deductible	5%		
Property Damage Minimum Dollar Deductible	\$50,000		
Waiting Period Per Premises/Per Occurrence (Consecutive	96 Hours		
Hours)			
FLOOD	LIMITS OF INSURANCE		
Policy Annual Aggregate Limit	\$5,000,000		

Flood	
(Inundation, Back-Up and Mud Flow Included)	
Premises 1, 2, 5, 6, 9, 10, 11	
Premises Annual Aggregate Limit	\$5,000,000
Per Occurrence Limit	\$5,000,000
Per Occurrence Waiting Period (Consecutive Hours)	48 Hours
Per Occurrence Dollar Deductible	\$50,000
Flood	
(Inundation, Back-Up and Mud Flow Included)	
Premises 3, 8	
Premises Annual Aggregate Limit	\$1,000,000
Per Occurrence Limit	\$1,000,000
Per Occurrence Waiting Period (Consecutive Hours)	96 Hours
Per Occurrence Dollar Deductible	\$500,000
WIND/HAIL/HURRICANE	DEDUCTIBLES
Wind/Hail	
Premises 7	
Property Damage Per Premises/Per Occurrence Percentage	2%
Deductible	
Property Damage Minimum Dollar Deductible	\$10,000
Waiting Period Per Premises/Per Occurrence (Consecutive	48 Hours
Waiting Period Per Premises/Per Occurrence (Consecutive Hours)	48 Hours
Č	48 Hours
Hours)	48 Hours
Hours)  Wind/Hail Premises 8	48 Hours 5%
Hours)  Wind/Hail	
Hours)  Wind/Hail Premises 8  Property Damage Per Premises/Per Occurrence Percentage Deductible	
Hours)  Wind/Hail  Premises 8  Property Damage Per Premises/Per Occurrence Percentage	5%

OTHER PERIL MODIFICATIONS – SUBSIDIARY	LIMITS OF INSURANCE	
LIMITS		
Inundation, Back-up, Mudflow		
Premises/Building 4/1, 11/1	\$25,000	
Inundation, Back-up, Mudflow		
Premises/Building 7/1	\$25,000	

POLICY FOR	MC	
80-02-1323		SUBSIDIARY LIMITS OF INSURANCE
80-02-1323		ADDITIONAL PERIL COMB EQ/EQSL LMT/DED/WP
80-02-1428		ADD'L PERIL-FLOOD LIMIT/DED OR WP PER OCC
80-02-1791		SUBSIDIARY LIMITS OF INSURANCE-TEXAS
80-02-5603**		NY MANDATORY - SPECIAL PROVISION FUNGUS
80-02-0005		PROPERTY DECLARATIONS
80-02-0045*		MALICIOUS PROGRAMMING EXCLUSION ADDED
80-02-0123**		MALICIOUS PROG EXCL-ELEC DATA LP LIMIT DEL-NY
80-02-0177		FUNGUS CLEAN UP OR REMOVAL PREM COV AMENDED
80-02-0191**	04-22	VIRUS, BACTERIA OR MICROORGANISM EXCL ADDED
80-02-0220	01-15	PROPERTY SUPPLEMENTARY DECLARATIONS
80-02-0225	07-03	PROPERTY SUPPLEMENTARY DECBUSINESS INCOME
80-02-0459	11-23	MALICIOUS PROGRAMMING AND SYSTEM - DEF AMEND
80-02-1000	03-19	BUILDING AND PERSONAL PROPERTY
80-02-1004	03-19	BUSINESS INCOME WITH EXTRA EXPENSE
80-02-1047	07-03	MOBILE EQUIPMENT
80-02-1097	03-19	PROPERTY/BI CONDITIONS & DEFINITIONS
80-02-1324	10-06	WINDSTORM / HAIL DEDUCTIBLE OR WAITING PERIOD
80-02-1658	01-15	CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)
80-02-1933**	01-16	AMENDED CONDITIONS - NEW YORK MANDATORY
80-02-2208*	07-20	VIRUS, BACTERIA OR MICROORGANISM EXCL ADDED
80-02-5355	01-15	SPECIAL WAITING PERIOD PROVISION ADDED
80-02-5407	03-19	OCEAN CARGO COVERAGE ADDED
80-02-5570	02-21	FL WIND/HAIL DED/WP (OTHER THAN RESIDENTIAL)
80-02-5685	09-15	FLORIDA MANDATORY-SINKHOLE LOSS
80-02-5698	09-22	ERRORS IN SYSTEMS PROGRAMMING EXCL AMENDED
80-02-5702	10-22	AUTO INCREASE IN LIMITS PROVISION AMENDED
80-10-9559	08-21	NEW JERSEY NOTICE TO POLICYHOLDERS
99-10-0996	04-18	IMPORTANT NOTICE-NY LOC INSPECTIONS

<sup>\*</sup> Form does not apply to locations in New York \*\* Form only applies to locations in New York No Asterisk – Forms apply to all states on policy.

#### **CUSTOMARO PROPERTY HIGHLIGHTS**

The precise coverage afforded is subject to the terms and conditions of the policies issued. The following features are subject to change based upon underwriting and may or may not be available or apply to your policy.

#### **VALUATION**

Replacement Cost

Cost of Replacement at any Location

Brands & Labels

Construction Fees

**Customs Duties** 

**Extended Warranties** 

Ordinance or Law

Selling Price on Finished Stock and Sold Personal Property

Replacement Cost on Personal Property of Others, Business Personal Property You Lease and Personal Property of Employees

Replacement Cost on Research and Development Property if repaired, replaced or reproduced

Valuation on Tenants' I & B when not replaced – ACV

24 Months to Decide to Repair or Replace

#### \$ 500,000 BLANKET LIMIT OF INSURANCE

The automatic blanket limit applies to:

Accounts Receivable

Electronic Data Processing Property

Fine Arts

Leasehold Interest - Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest

Leasehold Interest - Undamaged Tenant's Improvements & Betterments

Non-Owned Detached Trailers

Outdoor Trees, Shrubs, Plants or Lawns

Pair and Set

Personal Property of Employees

Public Safety Service Charges

Research and Development Property

Valuable Papers

The Blanket Limit of Insurance applies over all of the coverages shown above and may be apportioned at the time of loss. This Blanket Limit of Insurance applies separately at each covered premises shown in the Declarations and is subject to the Property Deductible specified in the Declarations.

Separate specific Limits of Insurance may be purchased for any of these coverages. If purchased, the blanket limit of insurance will apply in addition to the specific limit.

### ADDITIONAL PROPERTY COVERAGES

The following Additional Coverages apply separately at each of your premises. In this proposal, any additional limits for these coverages that you have purchased are indicated at the described premises to which the increased limits apply. A policy level deductible applies to each of the Additional Coverages, unless otherwise indicated below or at the described premises.

Any other location for:		In Transit for:	
Accounts Receivable	\$ 75,000	Accounts Receivable	\$ 50,000
<b>Building Components</b>	\$ 75,000	Building Components	\$ 50,000
EDP Property	\$ 75,000	EDP Property	\$ 50,000
Fine Arts	\$ 75,000	Fine Arts	\$ 50,000
Personal Property	\$ 75,000	Personal Property	\$ 50,000
R&D Property	\$ 75,000	Valuable Papers	\$ 50,000
Valuable Papers	\$ 75,000	variation i apons	Ψ 20,000
variatione rapers	\$ 75,000	Loss of Master Key	\$ 25,000
Debris Removal		Loss of Waster Rey	ψ 25,000
25% of direct damage loss,	nlus	Loss Prevention Expenses	\$ 25,000
Premises Shown in the	pius.	Loss Tievendon Expenses	\$ 25,000
Declarations	\$ 500,000	Mahila Communication	
Any Other Location	\$ 50,000	Mobile Communication	Φ 25.000
In Transit	\$ 50,000	Property	\$ 25,000
in Transit	\$ 30,000	Minimum Deductible \$3,500	
Deferred Payments	\$ 50,000		
Deferred 1 ayments	\$ 50,000	Money & Securities:	<b>4.00</b>
Exhibition, Fair or Trade Sh	юw.	On Premises	\$ 25,000
EDP Property	\$ 75,000	Off Premises	\$ 25,000
Fine Arts	\$ 75,000		
Personal Property	\$ 75,000	Pollutant Cleanup or	
1 ersonal 1 toperty	\$ 75,000	Removal	\$ 50,000
Extra Expense	\$ 250,000		
Entra Empense	Ψ <b>23</b> 0,000	Processing Water	\$ 25,000
Fungus Clean-Up			
or Removal	\$ 50,000	Preparation of Loss Fees	\$ 25,000
Installation:		Newly Acquired Premises O	r Newly Acquired Or
Any Job Site	\$ 50,000	Constructed Property for 18	80 days
In Transit	\$ 50,000	Building	\$5,000,000
		Personal Property	\$2,500,000
		Personal Property at	
		Existing Premises	\$ 100,000
		EDP Equipment	\$2,500,000
		Electronic Data	\$ 250,000
			A

Fine Arts

**Communication Property** 

\$ 250,000

50,000

# **BUSINESS INCOME**

The limits of insurance shown below are provided for the coverages shown at no additional cost to you. You may purchase increased limits of insurance for an additional premium.

I	Limit of Insurance
Any Other Location	\$ 50,000
Contractual Penalties	\$ 25,000
Loss of Utilities (excludes Overhead Trans. Line	es) \$ 25,000
Exhibition, Fair or Trade Show	\$ 25,000
Ingress & Egress	\$ 50,000
Newly Acquired Premises – Business Income	\$250,000 for 180 days
Pollutant Clean-Up or Removal	\$ 25,000
Preparation of Loss Fees	\$ 25,000
Worldwide Dependent Business Premises	\$250,000

#### LIABILITY INSURANCE

COVERAGE	LIMITS
General Liability	
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Advertising Injury and Personal Injury Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expenses Limit	\$10,000
Damage to Premises Rented to You Limit	\$1,000,000
General Aggregate Limit with Per Location/Per Project and Combine	ed Total Aggregate endorsement,
subject to:	
Combined Total Aggregate Limit	\$20,000,000
Employee Benefits Errors or Omissions - Claims Made Aggregate Limit Each Claim Limit Deductible - Each Claim Retroactive Date: December 31, 2001	\$1,000,000 \$1,000,000 \$1,000

Liquor Liability - Claims Made

Premises 8

Aggregate Limit \$1,000,000 Each Common Cause Limit \$1,000,000

Retroactive Date: September 26, 2019

#### **EXPOSURE BASE**

**Premises Operations** 

Premises 1

STORES NO FOOD OR DRINK - (FOR PROFIT)

\$ 57,748,011 GROSS SALES

Premises 7

RESTAURANTS OPERATED BY

IF ANY GROSS SALES

**CONCESSIONAIRES - (FOR PROFIT)** 

## **EXPOSURE BASE**

Products/Completed Operations

Premises 1

STORES NO FOOD OR DRINK - (FOR PROFIT) \$ 57,748,011 GROSS SALES

Employee Benefits Errors or Omissions - Claims Made

EMPLOYEE BENEFITS E&O 88 NUMBER OF EMPLOYEES

Liquor Liability - Claims Made

Premises 8

LIQ LIAB- \$ 1,200,000 GROSS SALES

RESTAURANTS/TAVERNS/HOTELS/MOTELS

**INCLD PKG SALES** 

POLICY FOR	RMS	
80-02-2322	04-94	DEFENSE OUTSIDE LIMITS
80-02-6541	03-05	CONDITION - PREMIUM AUDIT
80-02-6566	04-04	EXCLUSION - ASBESTOS
80-02-8531	06-23	EXCL-ACCESS/DISCLOSURE CONFID PERS MATERIAL
80-02-0010	04-94	LIABILITY DECLARATIONS
80-02-0445	06-23	EXCL-VIOLATION OF LAWS ADDRESS. DATA PRIVACY
80-02-2000	04-01	GENERAL LIABILITY
80-02-2009	04-01	LIQUOR LIABILITY CLAIMS MADE
80-02-2012	06-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS
80-02-6403	01-15	CAP ON CERTIFIED TERRORISM LOSSES
80-02-6528	06-23	EXCL-RECORDNG/DISTRIB MATERL/INFO VIOL OF LAW
80-02-6530	01-14	EXCL-ALCOHOLIC BEVERAGE LIABILITY, TOTAL
80-02-6554	03-17	PER LOC/PROJECT LIMITS WITH COMB TOTAL AGGREG
80-02-8290	05-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS
80-02-8422	04-12	EXCLUSION - POLLUTION
80-02-8423	04-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA
80-02-8428	01-14	BOD INJ AND PROP DAMAGE LIAB COV-LIQUOR LIAB
80-02-8559	06-23	EXCL-ACCESS/DISCLOSE CONFID. PERS INFO. AI-PI
80-02-8635	11-17	COV-PROD WITHDRWL EXP & CRISIS ASSISTANCE EXP
80-02-8636	11-17	WAR - EXCLUSION

#### **GENERAL LIABILITY HIGHLIGHTS**

The precise coverage afforded is subject to the terms and conditions of the policies issued. The following features are subject to change based upon underwriting and may or may not be available or apply to your policy.

Vendors automatically included as Insureds

Lessors of equipment and premises automatically included as Insureds

Existing subsidiaries, including unscheduled partnerships, joint ventures, professional corporations and limited liability companies - automatically included as Insureds

New subsidiaries, including unscheduled partnerships, joint ventures, professional corporations and limited liability companies, automatically included as Insureds from date of acquisition/formation to end of policy period

Employees, including leased workers, and volunteer workers automatically included as Insureds, including bodily injury to co-employees caused by cardiopulmonary resuscitation and first aid

Directors, managers, members, officers, partners and supervisors automatically included as Insureds, including bodily injury to employees

Contractual liability for bodily injury, property damage, advertising injury and personal injury

Worldwide coverage territory for suits brought in U.S.A., its possessions or territories, Canada or Puerto Rico

Reporting period for Medical Expenses protection is three (3) years from date of accident

Personal injury includes discrimination, harassment and segregation (other than employment-related)

Nonowned aircraft - with crew

Nonowned watercraft - less than 55 feet

Property damage (all-risk) to rented premises

Indemnitee's defense expenses payable in addition to limits

Broad knowledge/notice of loss and unintentional failure to report loss

Incidental healthcare services

## CRIME INSURANCE

COVERAGE	LIMITS OF INSURANCE	DEDUCTIBLE
Credit Card Forgery	\$27,500	\$1,000
Depositor's Forgery	\$100,000	\$1,000
Employee Theft	\$250,000	\$1,000
Welfare and Pension Plan (ERISA)	\$500,000	

POLICY FORMS		
80-02-0020	04-94	CRIME DECLARATIONS
80-02-3000	07-03	CRIME
80-02-3002	04-22	SOCIAL ENG FRAUD/PRIVACY/DATA BREACH EXCL ADD
80-02-3300	07-03	WELFARE AND PENSION PLANS - SPECIFIC LIMIT

#### **COMMON POLICY CONDITIONS**

<b>POLICY FOR</b>	POLICY FORMS					
80-02-9779	03-11	NOTICE OF CANCEL SCHED PERSONS/ORG EXCPT NP				
80-02-9001	06-98	HOW TO REPORT A LOSS				
80-02-9090	06-05	COMMON POLICY CONDITIONS				
80-02-9716**	01-14	NY MANDATORY - CANCELLATION AND NON-RENEWAL				
80-02-9790	03-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS				
80-02-9800	12-08	INSURING AGREEMENT				
80-10-9163	07-03	IMPORTANT NOTICE HURRICANE DEDUCTIBLE				
99-10-0732	01-15	NOTICE TO POLICYHOLDERS-TRIPRA				
99-10-0792	09-04	IMPORTANT NOTICE - OFAC				
99-10-0872	06-07	AOD POLICYHOLDER NOTICE				

<sup>\*</sup> Form does not apply to locations in New York

No Asterisk – Forms apply to all states on policy.

The state in which this policy is issued may require that we advise you that if available, the following condition is added to your policy:

All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Chubb from offering or providing insurance. To the extent any such prohibitions apply, this proposal is void ab initio.

<sup>\*\*</sup> Form only applies to locations in New York

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date December 10, 2024 Insured Name Baccarat Inc

Mailing Street Address 36 Mayfield Avenue

Mailing City, State, Zip Edison, New Jersey 08837

Policy Type	Policy Number	<b>Effective Date</b>	Underwriting Company
MOD PKG	35787502	12/31/2024	Great Northern Insurance Company

#### CHUBB

#### IMPORTANT NOTICE TO POLICYHOLDER TERRORISM RISK INSURANCE ACT

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have 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.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal Share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to insurance for such acts of terrorism is:

For Liability	\$ 253
For Property*	\$ 2,269
For Errors or Omissions	\$ n/a

For Crime, we do not attribute any of the premium we charge to insurance for acts of terrorism.

If you elect not to purchase coverage for terrorism and your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown here for Ensuing Fire is the amount attributable to the insurance provided pursuant to that statutory standard fire policy. This coverage cannot be rejected. That amount is \$361

Important Notice

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date December 10, 2024

Insured Name Baccarat Inc

Mailing Street Address 36 Mayfield Avenue

Mailing City, State, Zip Edison, New Jersey 08837

Policy Type	Policy Number	<b>Effective Date</b>	Underwriting Company
MOD PKG	35787502	12/31/2024	Great Northern Insurance Company

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to obtain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date December 10, 2024

Insured Name Baccarat Inc

Mailing Street Address 36 Mayfield Avenue

Mailing City, State, Zip Edison, New Jersey 08837

Policy Type	Policy Number	<b>Effective Date</b>	Underwriting Company
MOD PKG	35787502	12/31/2024	Great Northern Insurance Company

#### Rejection of terrorism insurance:

I hereby reject terrorism insurance for insurance):	r (please place an "X" next to those coverages for which you reject terrorism
Liability	
Property	
Errors or Omissions	
have no, or limited, coverage for losses Policyholder/Applicant's Name:	n, sublimit or other limitation included in my policy. I understand that I will s arising from acts of terrorism.
Policyholder/Applicant's Signature:	
Date:	

# IMPORTANT ACTION REQUIRED THIS APPLIES TO NEW YORK CITY LOCATIONS ONLY FAILURE TO ACT CAN RESULT IN NYC DOB FINES OF \$1,000 OR MORE PER OBJECT WHICH WILL BE YOUR RESPONSIBILITY

#### Dear:

The NYC Department of Buildings now has an online technology where boiler inspections and violations will be entered and records stored. DOB NOW Safety will be the new platform for boiler inspections, as well as other DOB safety related inspections of elevators, facades, electrical and various other inspections. The transition to this system has modified the steps related to filing jurisdictional inspections including new requirements of owner email registration.

#### These steps include:

- Owner registration in the DOB NOW Safety System is required prior to filings being accepted.
- Licensed Professional/Inspector must input the owner registration information prior to filing.

To ensure conformance with the above requirements we are asking all owners of NYC property to register and to ensure that registration information is available to those local management personnel responsible in each building as well as your insurance agent/carrier.

Please provide the registration information for your NYC locations on the attached form. Failure to complete registration and provide Chubb with this information will result in our inability to file inspections and can lead to missed inspection fines of \$1,000 or more per object.

The registration process is quick, taking approximately a total of 5-10 minutes. Supplemental information on the registration process has been included on the attached pages.

Please disregard this letter if you have already completed the registration process with the City of New York for all covered locations and advised Chubb of all building registrant information.

Should you have any questions, please contact your Chubb representative or email us at <a href="mailto:nycboilers@chubb.com">nycboilers@chubb.com</a>.

Enclosures



#### **Building Registrant Owner Form**

# Complete this form for all New York City locations within 30 days and send it to Chubb at: nycboilers@chubb.com

December 10, 2024

Customer: BACCARAT INC

Policy Number: 35787502

<b>Location Address</b>	Email Address of Registrant *

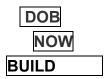
<sup>\*</sup> If the same registrant applies to all locations, indicate "All Locations" after the email address on the first line

FAILURE TO RETURN THIS FORM
CAN RESULT IN NYC DOB FINES OF \$1,000 OR MORE PER OBJECT.
CHUBB WILL NOT ACCEPT RESPONSIBILITY FOR FINES LEVIED BY THE CITY OF NEW YORK DOB RESULTING FROM YOUR FAILURE TO COMPLY.



# Tip Sheet: Owner Registration in eFiling

If you are a Building Owner, Building Manager, or Building Representative, you can:



NOW SAFETY

Enter job applications in DOB NOW: Build

Review and confirm compliance filings in DOB NOW: Safety

Register for **DOB NOW**: **Build** or **DOB NOW**: **Safety** by creating an eFiling account:

- 1. Go to www.nyc.gov/dobefiling, and click on the link to 'Register for electronic filing.'
- 2. Fill out the Electronic Filing Account Information form.

**NOTE:** Your address should be your mailing address, not the address of the building you own.

- Read the Agreement section, and click Submit.
- 4. You will receive two (2) emails. Your account will not be active until the second email is received.
  - a. In the first email, you **must** click a link to activate your account.
  - b. The second email confirms your enrollment. Once you receive the second email, your registration in eFiling will take effect the next day. You can then use your eFiling email and password at www.nyc.gov/dobnow.

**NOTE:** If you want to change your account information, such as email, phone, or mailing address, you will have to log in to eFiling.

If you have any questions about DOB NOW, please contact <a href="https://www.nyc.gov/dobnowhelp">www.nyc.gov/dobnowhelp</a>
<a href="https://www.nyc.gov/dobnowhelp">Rick D. Chandler P.E., Commissioner</a>
<a href="https://www.nyc.gov/buildings">nyc.gov/buildings</a>

build safe live safe

#### AUTOMOBILE INSURANCE

Policy Number: 7496-88-04

Company: FEDERAL INSURANCE COMPANY Effective Date: December 31, 2024 to December 31, 2025

Premium<br/>\$1,786.34Commission<br/>16.5%Payment Options<br/>Agent Billing/

Taxes and Surcharges

\$5.34 0% Prepaid

Coverage	Limits of Insurance	Symbol	
Liability	\$1,000,000	8,9	
Physical Damage Coverage			
Comprehensive Deductible	\$1,000	8	
Collision Deductible	\$1,000	8	
Hired Car Physical Damage Coverage		8	
Comprehensive Deductible	\$1,000		
Collision Deductible	\$1,000		
Physical Damage Limit	Actual Cash Value, or Cost of Repair, whichever is less, minus deductible for each covered auto, but no deductible applies to loss caused by fire or lightning		

Rating is based on the following:

\$3,500 Annual Cost of Hire - Excess

Annual Cost of Hire - Primary

# of Employees: 88

The following amendments will be attached to your Business Auto Policy:

SELECTED EXCLUSIONS, ENDORSEMENTS OR OTHER FORMS

SELECTED EXC	LUSIO	NS, ENDORSEMENTS OR OTHER FORMS
16-02-0153	01-06	PREMIUM STATEMENT - VARIOUS STATES
16-020153I	01-06	PREMIUM STATEMENT - VARIOUS STATES
16-02-0282	02-04	COMPLIANCE W/APPLIC TRADE SANCTION LAWS
1622514	09-16	SIGNATURE PAGE - FEDERAL INSURANCE CO.
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 41	09-08	NEW JERSEY CHANGES - CIVIL UNION
IL 02 08	09-07	NJ CHANGES-CANC & NONRENL
16020214-1	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16020214-2	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16020214-4	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16020214-5	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16020214-6	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16020214-7	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16020214-8	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0292	11-16	CHUBB BROAD FORM ENDORSEMENT
16-02-0303	05-11	NOTICE OF CANCELLATION SCHEDULED PERSONS
16-02-0316	10-14	PRIMARY AND NON-CONTRIBUTORY LIABILITY
16-10-0196	01-01	REDUCING AUTO LOSSES
16-10-0254	02-04	ADVISORY NOTICE TO POLICYHOLDERS - OFAC
99-10-0309	05-97	NOTICE TO POLICYHOLDERS - NEW JERSEY
99-10-0872	06-07	IMPORTANT NOTICE
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 01 88	10-13	NEW JERSEY CHANGES
CA 02 04	04-11	NEW JERSEY CHANGES - CANCEL FOR OVERSIZE
CA 20 54	10-13	EMPLOYEE HIRED AUTOS
CA 23 87	10-13	EXCL INVOLVING NUC/BIO/CHEM MIN STAT LMT

# Coverage for terrorism involving nuclear, biological or chemical terrorism will be excluded.

Changes to the vehicle schedule which we receive subsequent to this quote may affect Experience Rating calculations and, therefore, the premium shown on the Premium Summary page above.

#### CHUBB.

# NEW YORK DIVISION OF MOTOR VEHICLE POLICY HOLDER NOTICE

Dear Policyholder,

Chubb is dedicated to providing the highest level of support and service to our insured's, as well as the obligations we have to report accurate and timely data to any governmental or regulatory agencies to which we are statutorily required to do so.

In order for Chubb to attain this high level of support and service for our insureds and to prevent impact to the New York registered automobiles insured on a Chubb commercial automobile policy, you need to report the following information to your agent/broker immediately regardless of coverage symbol or rating plan utilized on your policy (i.e. Composite Rate Plan). <u>Failure to report newly acquired autos timely and accurately to the insurance carrier may result in the registrant of the auto being subject to civil fines, registration and license suspensions and/or impoundment of their vehicle.</u>

Since Chubb is required by New York law to report this information to the New York DMV within seven (7) days of the vehicle's registration, your prompt reporting is essential.

#### You must report the following to your agent/broker immediately:

- Vehicle's exact vehicle identification number (VIN), year, make and model
- Vehicle's exact registration date at the New York DMV for newly added autos
- Vehicle's New York license plate number, if at all possible
- Vehicle's registration state, **if** different then garaging state (i.e. vehicle is registered in New York, but garaged in New Jersey)
- Plate transfers from one vehicle to another must be specifically called out as this requires a very specific transaction be submitted by the Carrier (Vehicle Replacement) to the NY DMV.
- Dealer and Transporter Plates must also be reported with the NY DMV assigned License Plate Number in order to allow insurance verification to be submitted to the NY DMV.
- The exact name the vehicle is registered in.

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Regards,

Chubb

# WORKERS' COMPENSATION Policy Number: (25) 7163-47-62

Company: Pacific Employers Insurance Company Effective Date: December 31, 2024 to December 31, 2025

Policy Type	<u>Premium</u>	Commission	Payment Options
Workers' Compensation	\$64,737	10%	15 Agency Bill
Pacific Employers Insurance Company			
Policy No.: (25) 7163-47-62			
Expense Constant	\$300	0%	15 Agency Bill
Portion attributable to	\$3,559	0%	Prepaid
Taxes and Surcharges			
Experience Modification:			
.75	NCCI	Ad	ctual
0.7	California	Ac	etual
1.049	New Jersey	Ten	tative
0.77	New York	Ac	etual
Rating Summary:			
Standard Premium			\$62,588
Premium Discount			-\$4,415
Expense Constant			\$300
Catastrophe-Other than Certified	d Acts of Terrorism		\$1,011
Terrorism	_		\$2,979
* Surcharges/Assessments/Taxe	es		\$3,559
Deposit Premium Total Payroll			\$64,737 \$11,042,457
Total Faylon			\$11,042,437
Detailed list of applicable Surchar Compensation Premium Summary	_	xes (included in	n the Workers'
CA ADMIN REVOLVING FU	,	0.024604	\$331
CA FRAUD ASSESSMENT		0.004122	\$55
CIGA SURCHARGE		0	\$0
CA UNINS EMPL BENEFITS		0.001505	\$20
CA SUBS INJ BENEFITS ASS		0.015891	\$214
CA OCC SAFETY & HEALTH	I FUND	0.007266	\$98
CA LECF ASSESSMENT		0.007109	\$96
SIF SURCHARGE		0.0225	\$2
WC COMMISSION ASSESSM		0.023	\$3
WC COMMISSION ASSESSM	IENT(USLH)	0.03	\$0
FWCIGA SURCHARGE	CHARCE	0100	
IL WC COMM OPER FD SUR	CHARGE	.0109	
MA DIA ASSESSMENT		.0468	ΦA
MOSIF SURCHARGE MO ADMIN SURCHARGE		0.03 0.015	\$0 \$0
MOSIF SUPPLEMENTAL		0.013	\$0 \$0
NJSIF SURCHARGE		0.0419	\$1,124
MORE SORCHARGE		0.0719	Ψ1,124

NJUEF SURCHARGE	0	\$0
NY STATE ASSESSMENT SURCHARGE	0.092	\$1,616
WC SECURITY FUND SURCHARGE	0	\$0
EMPLOYER ASSESSMENT (NON-COAL)	.0242	
VTWCAFA SURCHARGE	.015	

Please be advised that Chubb may be required to include independent contractors/subcontractors cost in the determination of premium unless there is valid proof of Workers Compensation insurance for the independent contractors/subcontractors.

Premiums shown are estimates and subject to the final rates, premium discounts and other modifications at the time of policy issuance.

The Missouri Notification of Additional Mesothelioma Benefits Endorsement is part of the quotation and policy. If you choose to reject the Additional Benefits provided under Section 287.200.4, subdivision (3) of Missouri Revised Statutes, you must notify us as soon as possible by completing and executing the Rejection Of Additional Mesothelioma Benefits form. Please contact your Chubb Underwriter for a copy of this Rejection Of Additional Mesothelioma Benefits form in the event you are rejecting such Additional Benefits.

Coverage	Limits of Insurance
23,510,55	

States Covered: CA, CO, CT, FL, IL, MA, MD, MI, MO, NJ, NV, NY, PA, TX, VT

Coverage A – Workers' Compensation Statutory

Coverage B – Employer's Liability

Bodily Injury By Accident (Each Accident) \$1,000,000 Bodily Injury By Disease (Policy Limit) \$1,000,000 Bodily Injury By Disease (Each Employee) \$1,000,000

Coverage C - Other States except: ND, OH, WA, WY

The state in which this policy is issued may require that we advise you that if available, the following condition is added to your policy:

All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

#### SELECTED EXCLUSIONS, ENDORSEMENTS OR OTHER FORMS

The following endorsements will be attached to the policy:

POLICY FORMS	POLICY FORMS				
08 02 0109	04/84	WORK COMP POLICY COVER PAGE			
08 02 0208	03/98	CONNECTICUT MANAGED CARE ENDORSEMENT			
08 02 0261	03/12	CIVIL UNIONS OR DOMESTIC PARTNERSHIPS			
WC 00 00 01A	05/88	SCHEDULE OF NAMES & LOCATIONS			
WC 00 00 00C	01/15	WORKERS COMPENSATION AND EMPLOYERS LIAB			
WC 00 00 01A	05/88	INFORMATION PAGE WC AND EMPL LIABIL POL			
WC 00 00 01A	05/88	WC CLASSIFICATION SCHEDULE			
WC 00 00 01A	05/88	SCHEDULE OF NAMED INSURED(S)			
WC 00 03 13	04/84	WAIVER OF OUR RIGHT TO RECOVER			
WC 00 04 03	04/84	EXPERIENCE RATING MODIFICATION FACTOR			
WC 00 04 06	08/84	PREMIUM DISCOUNT ENDT			
WC 00 04 06 A	07/95	PREMIUM DISCOUNT ENDT			
WC 00 04 14	07/90	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT			
WC 00 04 14 A	01/19	90DAY REPORT-NOTIF CHANGE IN OWNERSHIP			
WC 00 04 19	01/01	PREMIUM DUE DATE ENDORSEMENT			
WC 00 04 19 A	08/22	PREMIUM AMENDATORY ENDORSEMENT			
WC 00 04 21 E	01/21	CATASTROPHE (OTHER THAN CERT ACTS) ENDT			
WC 00 04 21 F	08/22	CATASTROPHE (OTHER THAN CERT ACTS) ENDT			
WC 00 04 21 F	08/22	CATASTROPHE (OTHER THAN CERT ACTS) ENDT			
WC 00 04 22 C	01/21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT			
WC 00 04 22 C	01/21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT			
WC 00 04 24	01/17	AUDIT NONCOMPLIANCE CHARGE ENDT			
WC 00 04 25	05/17	EXPERIENCE RATING MODIFICATION FCTR REV			
WC 04 03 01 D	02/18	CA POLICY AMENDATORY ENDORSEMENT			
WC 04 03 60 B	01/15	CA EMPLOYERS' LIAB COV AMENDATORY ENDT			
WC 04 04 21	01/08	CA OPTIONAL PREMIUM INCREASE ENDORSEMENT			
WC 04 06 01 B	01/22	CA CANCELATION ENDT			
WC 05 04 02	11/90	CO CLASSIFICATION ENDT			
WC 06 03 01	04/84	CT APPLICATION OF WORKERS COMPENSATION			
WC 06 03 03 C	07/11	CT WC FUNDS COVERAGE ENDT			

# SELECTED EXCLUSIONS, ENDORSEMENTS OR OTHER FORMS The following endorsements will be attached to the policy:

POLICY FORMS	JIIICIICS WI	if be attached to the policy:	
WC 06 06 01 A	10/17	CT NONRENEWAL & RENEWAL ENDT	
WC 00 00 01 A WC 09 03 03	08/05	FL EMPLOYERS LIAB COV. ENDT	
WC 09 04 03 C	01/21	FL TERRORISM RISK INS PROGRAM REAUTH ACT	
WC 09 04 07 A	03/24	FL NON-COOPERATION W/ PREMIUM AUDIT ENDT	
WC 09 04 07 A WC 09 06 06	10/98		
	1	FL EMPLOYMENT AND WAGE INFO RELEASE	
WC 09 06 07 A WC 09 06 09	07/19	FL WC GUARANTY SURCHARGE ENDT	
	07/24	FL CANCELLATION AND NONRENEWAL ENDT	
WC 12 06 01 F	01/19	IL AMENDATORY ENDORSEMENT	
WC 12 06 03	01/19	IL RENEWAL ENDT	
WC 19 06 01 G	10/17	MD CANCELLATION AND NONRENEWAL ENDT	
WC 19 06 02	01/14	MD NOTIF 45-DAY UNDERWRITING PERIOD ENDT	
WC 20 03 01	04/84	MA LIMITS OF LIABILITY ENDT	
WC 20 03 02 A	09/08	MA ASSESSMENT CHARGE	
WC 20 03 03 D	08/10	MA NOTICE TO POLICYHOLDER ENDT	
WC 20 04 05	06/01	MA PREMIUM DUE DATE ENDT	
WC 20 06 01 A	07/08	MA CANCELLATION ENDT	
WC 21 03 03 A	06/97	MI NOTICE TO POLICYHOLDER ENDT	
WC 21 03 04	04/84	MI LAW ENDORSEMENT	
WC 24 03 02	01/14	MO NOTIF OF ADDL MESOTHELIOMA BEN ENDT	
WC 24 04 06 D	08/16	MO EMPLOYER PAID MEDICAL ENDORSEMENT	
WC 24 06 01 B	01/96	MO CANCELATION AND NONRENEWAL ENDT	
WC 24 06 02 B	07/06	MO PROPERTY & CASUALTY GUARANTY ASSOC	
WC 24 06 04 C	09/19	MO AMENDATORY ENDORSEMENT	
WC 27 06 01 C	10/08	NV CANCELLATION AND NONRENEWAL ENDT	
WC 29 03 06 B	07/07	NJ PART TWO EMPLOYERS LIABILITY ENDT	
WC 29 06 03	01/98	NJ PARTICIPATING PROVISION ENDORSEMENT	
WC 31 03 08	04/84	NY LIMIT OF LIABILITY ENDT	
WC 31 03 19 N	04/24	NY CONST CLASS PREM ADJ ENDT	
WC 31 04 03 A	01/99	NY PREFERRED PROVIDER ORG PREM ENDT	
WC 31 06 18 A	05/20	NY POLICY NOTICE OF RIGHT TO APPEAL	
WC 34 03 01 C	03/10	OH EMPLOYERS LIABILITY COVERAGE ENDT	
WC 37 04 01	01/17	PA AUDIT NONCOMPLIANCE CHARGE ENDT	
WC 37 06 01	04/84	PA SPECIAL ENDT- INSPECTION OF MANUALS	
WC 37 06 02	04/84	PA NOTICE	
WC 37 06 03 A	08/95	PA ACT 86-1986 ENDT	
WC 42 03 01 L	07/23	TEXAS AMENDATORY ENDORSEMENT	
WC 42 04 08 A	06/14	TEXAS HEALTH CARE NETWORK ENDORSEMENT	
WC 44 06 01	04/84	VT LAW ENDORSEMENT	
WC 44 06 02 C	01/21	VT CANCELLATION AND NONRENEWAL ENDT	
WC 90 04 03	07/19	PARTICIPATING ENDORSEMENT	
WC 90 04 04	10/19	NEW YORK PARTICIPATING ENDORSEMENT	
WC 90 04 07	10/19	NEVADA PARTICIPATING ENDORSEMENT	
WC 90 04 08	11/19	CA PARTICIPATING PROVISION ENDT	
WC 90 04 34	09/22	TABLE OF CONTENT & NOTICE OF IMPT PROV	
WC 990605	05/88	INSTALLMENTS	
WC 99 06 44	06/11	NOTC CANC(OTR THAN NONPAY) SCH PERS/ORG	
WC 99 07 73	11/06	TRADE OR ECONOMIC SANCTIONS	

This Notice pertains to the following quotation issued by an insurer that is a member of the Chubb Group. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date 12/10/2024

Insured NameBACCARAT INCMailing Street Address36 Mayfield AvenueMailing City, State, ZipEDISON, NJ 08837

Policy Type	Policy Number	<b>Effective Date</b>	Underwriting Company
Workers' Compensation	(25) 7163-47-62	12/31/2024	Pacific Employers
			Insurance Company



#### POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$2,979, and does not include any charges for the portion of losses covered by the United States government under the Act.

Form 99 10 0723 (Rev. 0115)

Important Notice

Page 1

# COLORADO WORKERS' COMPENSATION DISCLOSURE NOTICE PREMIUM CREDIT AVAILABILITY FOR CERTIFIED RISK MANAGEMENT PROGRAM/DESIGNATED MEDICAL PROVIDER

The Colorado Workers Compensation Cost Containment Board has determined that a premium differential shall be provided on all policies when you have selected a designated medical provider.

If you qualify for experience and/or schedule rating and you have implemented a certified workers compensation risk management program or service, we must allow a 5% premium credit if your loss experience has improved since your last renewal date. The Schedule below will indicate if you qualify for this credit.

If you do not qualify for experience and/or schedule rating on your workers compensation insurance and you have implemented a certified workers compensation risk management program or service, we must offer premium credits as follows:

<b>Premium Credit</b>	Credit Criteria
10%	If you have been loss free for at least the last year immediately preceding the
	effective date of the premium credit.
8%	If you have had one medical loss exceeding \$250 in the last year
	immediately preceding the effective date of the premium credit.
6%	If you have had two medical losses, each exceeding \$250, within the last
	year immediately preceding the effective date of the premium credit.
4%	If you have had three medical losses, each exceeding \$250, within the last
	year immediately preceding the effective date of the premium credit.
2%	If you have had three medical losses, each exceeding \$250, and one claim for
	loss of time in the last year immediately preceding the effective date of the
	premium credit.
0%	If you have had more than three medical losses and one claim for loss of time
	in the last year immediately preceding the effective date of the premium
	credit.

If you have selected a designated medical provider, we must allow a credit of 2.5%. If you are eligible for schedule rating, the 2.5% credit must be included in the total schedule credit or debit, subject to the 25% maximum limitation.

If you are not eligible for experience or schedule rating, the 2.5% credit will be applied, in addition to the premium credit applicable. The combined premium credit and the 2.5% credit for selection of a designated medical provider shall not exceed 12.5%.

Colorado laws and regulations require that you acknowledge receipt of this information by signing and returning this form to us. Your failure to sign this Important Notice shall be deemed an acknowledgment that you have read the notice.

# COLORADO WORKERS' COMPENSATION DISCLOSURE NOTICE PREMIUM CREDIT AVAILABILITY FOR CERTIFIED RISK MANAGEMENT PROGRAM/DESIGNATED MEDICAL PROVIDER

I acknowledge reading this notice and am aware that I may qualify for a premium differential if I implement a certified workers compensation risk management program or select a designated medical provider.

Signed:		Date:	
	Authorized Representative of Named Insured	-	

Please sign and mail this notice to: 550 MADISON AVENUE 10TH FLOOR NEW YORK, NY 10022

# MARYLAND NOTIFICATION OF 45-DAY UNDERWRITING PERIOD ENDORSEMENT

- 1. Your policy is subject to a 45-day underwriting period beginning on the effective date of coverage. In accordance with Md. Code Ann. Ins. §12-106, if we discover a material risk factor during the underwriting period, we may:
  - a. Cancel this policy during the underwriting period if you do not meet our underwriting standards; or
  - b. Recalculate your premium from the effective date of the policy if you meet our underwriting standards.

A material risk factor means a risk factor that:

- Was incorrectly recorded or not disclosed by the insured in an application for insurance;
- Was in existence on the date of the application; and
- Modifies estimated annual premium charged on the policy in accordance with the rates and supplementary rating information filed by the carrier

A material risk factor does not include:

- Information that constitutes a material misrepresentation; or
- A change initiated by an insured, including any request by the insured that results in a change in coverage, change in deductible, or other change to a policy.
- 2. If we recalculate your premium because we discovered a material risk factor during the underwriting period, we will provide to you, by certificate of mailing or by delivery of electronic means in accordance with Md. Code Ann. Ins. §27-601.2, written notice of the following information by no later than the end of the underwriting period:
  - a. The amount of the recalculated premium;
  - b. The reason for the increase or reduction in the premium; and
  - c. Your right to cancel this policy and receive a pro rata refund of any premium paid by notifying us of the cancellation.
- 3. If you cancel this policy following receipt of a notice of recalculated premium, you will receive a pro rata refund of any premium paid, regardless of whether your policy is a retrospectively rated policy.
- 4. Nothing in this endorsement prohibits us from conducting an audit in accordance with the provisions of your policy or charging and collecting the final premium based on the results of the audit.
- 5. This endorsement does not apply if your policy is a renewal policy.



## CALIFORNIA NOTICE OF WORKERS' COMPENSATION COVERAGE

Effective January 1, 2017, as amended and effective beginning on July 1, 2018 as a result of Senate Bill No. 189 ("SB 189"), California Labor Code mandates that corporate officers and directors, general partners, managing members of limited liability corporations, owners of professional corporations or an officer or member of the board of directors of a cooperative organization will be covered employees unless such individuals qualify and elect to opt out of workers' compensation by submitting a signed written waiver to the Insurer.

For further information regarding the definition of an employee and who may be excluded, please refer to SB 189 and to WCIRB Bulletin No. 2017-26 on SB 189, available at <a href="https://www.wcirb.com">www.wcirb.com</a>. Please note that the Insurer may not provide legal advice or interpret how the law may impact any particular individual or circumstance, such as whether a particular person meets the definition of an employee under the California Labor Code.

#### **Waiver Qualification**

#### (i) Officers & Members of Boards of Directors:

Who Can Waive: Officers and members of the board of directors, while rendering actual service for the corporation for pay, will be covered by workers' compensation unless the individual owns either (1) at least ten percent (10%) of the issued and outstanding stock of the named insured corporation, or (2) at least one percent (1%) of the issued and outstanding stock of the corporation if his or her parent, grandparent, sibling, spouse, or child owns at least ten percent (10%) of the issued and outstanding stock of the corporation and is covered by a health insurance policy or a health service plan and executes a written waiver.

Who Cannot Waive: Officers and members of boards of directors who own less than 10 percent (10%) of the issued and outstanding stock of the corporation unless such person owns at least 1 percent (1%) of the issued and outstanding stock of the corporation and his or her parent, grandparent, sibling, spouse or child owns at least 10 percent (10%) of the issued and outstanding stock of the corporation, do not qualify for opting out of workers' compensation.

# (ii) General Partners & LLC Managing Members:

<u>Who Can Waive</u>: Working members of a partnership or limited liability company, receiving wages irrespective of profits, will be covered by workers' compensation unless the individual is a general partner of a partnership or a managing member of a limited liability company and executes a written waiver.

Who Cannot Waive: Limited partners of a partnership and non-managing members of a limited liability company do not qualify for opting out of workers' compensation.

# (iii) Owners of Professional Corporations:

<u>Who Can Waive</u>: An owner, who is not the sole shareholder of a private professional corporation, and who is a practitioner rendering professional services for which the professional corporation is organized, will be covered by workers compensation unless

he or she executes a written waiver, certifies that he or she is covered by a health care service plan or a health insurance policy and provides such waiver to other owners of the corporation.



professional corporation is automatically excluded from workers' compensation coverage, but may elect to be subject to workers' compensation. If such individual wishes to elect to be subject to liability for workers' compensation, please notify your insurance agent or broker.

# (iv) Officers or Directors of a Cooperative Corporation:

<u>Who Can Waive</u>: Officers or directors of a cooperative corporation organized pursuant to the Cooperative Corporation Law as set forth in the Corporations Code will be covered by workers' compensation unless the individual executes a written waiver, and certifies that he or she is covered by a health care service plan or health insurance policy, and a disability insurance policy that is comparable in scope and coverage to a workers' compensation policy.

Who is Not Covered, but May Elect to Be Included: An officer or director of a private cooperative corporation, who is the sole shareholder of the private cooperative corporation, is automatically excluded from workers' compensation coverage, but may elect to be subject to workers' compensation. If such individual wishes to elect to be subject to liability for workers' compensation, please notify your insurance agent or broker.

# (v) Revocable Trusts:

Who Can Waive: A person who holds the power to revoke a trust owning shares of a private corporation, or interests in a general partnership or limited liability company and is also either 1) an officer or member of boards of directors of quasi-public or private corporations (see (i) above); or 2) a working member of a partnership or limited liability company receiving wages irrespective of profits from the partnership or limited liability company (see (ii) above), may elect to be excluded from coverage under the insured's workers' compensation policy.

Please note the waiver is effective on the date of receipt and acceptance by us, we may elect to backdate the acceptance of the waiver up to 15 days prior to the receipt of the waiver, and it will remain in effect until a written withdrawal of opt-out election is accepted by us for the individual. Accordingly, the waiver is required only for those qualifying individuals who wish to opt out of workers' compensation and have not previously opted out by submitting a waiver accepted by us. We will indicate our acceptance of a waiver by issuing an endorsement to the policy excluding such employees from coverage, and the waiver's effective date will be the effective date of the endorsement.

For previously executed waivers to exclude workers' compensation coverage, including but not limited to, waivers that were executed prior to January 1, 2017 and accepted prior to December 31, 2017, we have confirmed acceptance of such waivers by the issuance of an endorsement. Our acceptance shall be deemed effective as of the date we receive such waivers, which will be the effective date of the endorsement, unless we advise you otherwise at the time of audit.

Please see the required waiver form for exclusion of the above qualifying individuals, provided to you by us as part of your policy/program proposal.



#### CALIFORNIA WAIVER OF WORKERS' COMPENSATION COVERAGE

# Individual Waiver of California Workers' Compensation Coverage

- (i) Pursuant to California Labor Code section 3352(a)(16)(A)(i), I hereby certify, under penalty of perjury, that I am an officer or director as described in Labor Code section 3351, subdivision (c) of the above-named insured, and that I either (1) own at least ten percent (10%) of the issued and outstanding stock of the above named insured corporation, or (2) own at least one percent (1%) of the issued and outstanding stock of the corporation if my parent, grandparent, sibling, spouse, or child owns at least ten percent (10%) of the issued and outstanding stock of the corporation and am covered by a health insurance policy or a health service plan; **OR**
- (ii) Pursuant to California Labor Code section 3352(a)(17)(A), I hereby certify, under penalty of perjury, that I am a general partner (if the insured is a partnership) or a managing member (if the insured is a limited liability company) of the above-named insured: **OR**
- (iii) Pursuant to California Labor Code section 3352(a)(18)(A), I hereby certify, under penalty of perjury, that I am an owner of a professional corporation as defined in Section 13401 of the California Corporations Code, am a practitioner rendering professional services for which the professional corporation is organized, am covered by a health care service plan or health insurance policy and have provided a copy of this waiver form to all other owners of the professional corporation, and will keep a copy of my waiver on file; **OR**
- (iv) Pursuant to California Labor Code section 3352(a)(19)(A), I hereby certify, under penalty of perjury, that I am an officer or member of the board of directors of a cooperative corporation organized pursuant to California Cooperative Corporation Law and am covered by a health care service plan or health insurance policy, and a disability insurance policy that is comparable in scope and coverage, as determined by the California Insurance Commissioner, to a workers' compensation policy, and have provided a copy of my waiver to all other officers and members of the board of directors of the cooperative corporation, and will keep a copy of my waiver on file.

As a qualifying officer, director, general partner, managing member, owner or member, I elect to be excluded from the insured's workers' compensation insurance policy issued by the Insurer. I understand and agree that this written waiver will be effective upon the date of receipt and acceptance by the Insurer, that the Insurer may elect to backdate the acceptance of the waiver up to 15 days prior to the date of receipt of the waiver, and it shall remain in effect until I provide the Insurer with a written withdrawal of this waiver. I understand and agree that by signing this waiver, I will not be entitled to coverage under the insured's workers' compensation insurance policy with the Insurer if an employment-related injury occurs and that I am waiving my rights under the California Labor Code.

WC 90 03 62A (07/18)

Please indicate your relationship to the above-named insured by marking the appropriate title

LHUBB°	
_ Officer or Director (including those who he	old power to revoke a trust)
_ General Partner (including those who hole	d power to revoke a trust)
_ Managing Member (including those who h	nold power to revoke a trust)
_Owner of Professional Corporation	
_Officer or Member of the Board of Director	rs of a Cooperative Corporation
I declare under penalty of perjury under the laws of and correct.	of the State of California that the foregoing is true
FULL NAME (PLEASE PRINT)	TITLE
SIGNATURE	DATE
SIGNATURE  NOTE TO EMPLOYER/INSURED: The perso Employer/Insured's representatives may not to one exclusion per form; use additional form	n electing exclusion must sign this form. sign on behalf of the individual. Please limit
NOTE TO EMPLOYER/INSURED: The perso Employer/Insured's representatives may not	n electing exclusion must sign this form. sign on behalf of the individual. Please limit s if needed.  upon our receipt and acceptance of a signed
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WC 90 03 62A (07/18)
Sliding Scale Dividend Plan(s) Specifics:

State California **Sliding Scale Plan** SB

Colorado	SD
Connecticut	SB
Florida	SB
Illinois	SB
Massachusetts	SB
Maryland	SB
Michigan	SB
Missouri	SB
New Jersey	SB
Nevada	SB
New York	X
Pennsylvania	SB
Texas	SB
Vermont	SB

#### **Sliding Scale Plan Formula**

The plan payout is determined by the audited standard premium and the developed incurred loss ratio.

Developed L/R = (policy incurred loss + policy VSC dollars) / policy audited standard premium If the policy loss is zero, then the VSC dollars divided by the premium equals the developed incurred loss ratio. Where several states are covered, the policy incurred losses and the policy premium are used to determine the policy level developed loss ratio. The individual state VSC's dollars are added to determine the policy level VSC charge.

#### **Definitions:**

Variable State Charges means those factors determined by the Company for each state to cover each state's Loss Development, Second Injury Funds, Unallocated Loss Adjustment Expenses and Mandated Business costs

#### Important Features of the Dividend Plan

- All states, except New York, will use variable state charges applied to state premiums in the dividend calculation. New York will use a 1.18 Loss Development Factor "LDF" applied to incurred losses.
- The "Net Cost Exhibit" is an overview of projected dividends at various loss ratios.
- The actual dividend calculation will use audited premiums.
- Incurred losses used in the actual dividend calculation will be valued as of 12 months and 24 months after expiration or cancelation.
- The Loss Conversion Factor (Retention Plans only), Loss Development Factor (NY only), and Variable State Charge(s) will not change at the time of the actual dividend calculation.
- The insured will receive 50% of the estimated dividend due at the first adjustment. Upon the second (final adjustment), this amount will be subtracted from the total dividend amount.
- Chubb does not have a recapture clause.
- Dividends cannot be guaranteed and are declared at the sole discretion of the Board of Directors of the Pacific Employers Insurance Company.

# CALIFORNIA WORKERS' COMPENSATION INSURANCE POLICYHOLDER DIVIDEND DISCLOSURE STATEMENT SLIDING SCALE (SA, SB, SC, SD and SE)

Insured: BACCARAT INC Insurer: PACIFIC EMPLOYERS

INSURANCE COMPANY

Policy Effective Date: 12/31/2024 Producer: WILLIS OF NEW JERSEY

INC

Estimated Annual Premium: \$40,548 Date: 12/09/2024

Estimated Dividend Premium: \$40,548 Term of Dividend Plan:

12/31/2024 - 12/31/2025

Workers' Compensation insurers are authorized to issue participating policies. A dividend under such a policy can only be paid from surplus accumulated from premiums on Workers' Compensation policies issued pursuant to the laws of California.

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. Past dividend performance is no guarantee of an insurer's future dividend performance.

In accordance with California Administrative Code, Title 10, Section 2504, no workers' compensation insurer or officer or agent thereof or insurance broker or solicitor shall represent, either orally or in writing as an inducement either to insure or to continue or to renew insurance, that the insurer has agreed or will agree (a) to pay a specified policyholder's dividend or (b) upon a formula, criteria or factors which set forth or can be used to determine the amount of dividend, or percentage of premium to be paid as a dividend, or amount or percentage of premium to be retained by the insurer after payment of dividend.

#### PART I: HISTORICAL DISCLOSURE

This dividend statement is based on the most recent dividend declaration by our Board of Directors for policyholders with characteristics similar to yours and a dividend plan premium range of \$ 10,000 to \$ unlimited. This declaration applied to policies whose term of coverage began during the period to .

Dividend Plan:

#### DIVIDEND FORMULA

#### The Dividend Formula was:

- 1. "Total Incurred Losses" plus "Total Variable State Expenses" divided by "Total Audited Standard Premium" equals the "Developed Incurred Loss Ratio".
- 2. "Developed Incurred Loss Ratio" determines the dividend percentage by dividend plan.
- 3. Dividend percentage multiplied by the "Plan Audited Standard Premium" equals the dividend.

#### STANDARD PREMIUM

"Standard Premium" means the result of the California exposures (the remuneration of employees) covered under the "Policy", multiplied by California Workers' Compensation rates, after the application of any duly authorized experience modification.

"Standard Premium" may include - standard premium from states, other than California, derived from each state's exposures (remuneration of employees) covered under the "Policy" multiplied by each state's Workers' Compensation rates, after the application of any duly authorized experience modification. Any applicable schedule rating modification, surcharge premium (if any), U.S.L.& H premium (if any) or minimum premium (if any) also may be included in "Standard Premium". "Standard Premium" does not include TRIA charges.

#### TOTAL AUDITED STANDARD PREMIUM

"Total Audited Standard Premium" means the sum of the audited "Standard Premium" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state.

#### PLAN AUDITED STANDARD PREMIUM

"Plan Audited Standard Premium" means the sum of the audited "Standard Premium" for each state exposure covered under the "Policy" to which this dividend plan applies.

#### INCURRED LOSSES

"Incurred Losses" means the sum of:

- 1. All losses, including medical expenses and costs actually paid;
- 2. Reserves for unpaid losses as estimated by the "Company";
- 3. Allocated loss adjustment expenses paid and reserved; and
- 4. Expenses incurred by the Company in seeking recovery against a third party.

No IBNR (Incurred But Not Reported), LDF (Loss Development Factor), or any other factors, charges or provisions were utilized in the determination of "Incurred Losses".

#### DEVELOPED INCURRED LOSS RATIO

"Developed Incurred Loss Ratio" means the result of "Total Incurred Losses" plus "Total Variable State Expenses" divided by "Total Audited Standard Premium".

The following definitions are included:

#### TOTAL INCURRED LOSSES

"Total Incurred Losses" means the sum of "Incurred Losses" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state.

#### VARIABLE STATE EXPENSES

"Variable State Expenses" means the result of the audited "Standard Premium" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state, multiplied by the "Variable State Charge" for that state.

#### TOTAL VARIABLE STATE EXPENSES

"Total Variable State Expenses" means the sum of the "Variable State Expenses" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state.

#### VARIABLE STATE CHARGES

"Variable State Charges" means those factors determined by the "Company" for each state to cover each state's Mandated Business Costs, Loss Development (Incurred But Not Reported "IBNR"), Second Injury Funds, CAT loading and Unallocated Loss Adjustment Expense.

The Variable State Charges for California are:

Mandated Business Costs: 00.0%

IBNR:

Second Injury Funds:

CAT Load:

Unallocated Loss Adjustment Expense:

### **POLICY**

"Policy" means a workers' compensation policy issued by the "Company".

#### **COMPANY**

"Company" means the Insurer named at the beginning of this Policyholder Dividend Disclosure Statement".

#### DIVIDEND DETERMINATION AND TIMING

Interim dividends will be calculated using losses valued within the 12<sup>th</sup> month after the expiration or cancellation or normal anniversary month of the respective policy. Final dividends will be calculated using losses valued within the 24<sup>th</sup> month after the expiration, cancellation or normal anniversary month of the respective policy.

#### PART II: PROPOSAL DISCLOSURE

Some of the provisions, factors and arrangements which are expected to be used in your dividend plan are different than some of the provisions, factors and arrangements contained in the prior POLICYHOLDER DIVIDEND DISCLOSURE STATEMENT, PART I: HISTORICAL DISCLOSURE displaying our actual performance as paid. These differences are identified in the following proposal.

Dividend Plan: SB

#### DIVIDEND FORMULA

The Dividend Formula is:

- 1. "Total Incurred Losses" plus "Total Variable State Expenses" divided by "Total Audited Standard Premium" equals the "Developed Incurred Loss Ratio".
- 2. "Developed Incurred Loss Ratio" determines the dividend percentage by dividend plan.
- 3. Dividend percentage multiplied by the "Plan Audited Standard Premium" equals the

dividend.

#### STANDARD PREMIUM

"Standard Premium" means the result of the California exposures (the remuneration of employees) covered under the "Policy", multiplied by California Workers' Compensation rates, after the application of any duly authorized experience modification.

"Standard Premium" may include - standard premium from states, other than California, derived from each state's exposures (remuneration of employees) covered under the "Policy" multiplied by each state's Workers' Compensation rates, after the application of any duly authorized experience modification. Any applicable schedule rating modification, surcharge premium (if any), U.S.L. & H premium (if any) or minimum premium (if any) also may be included in "Standard Premium". "Standard Premium" does not include TRIA charges.

#### TOTAL AUDITED STANDARD PREMIUM

"Total Audited Standard Premium" means the sum of the audited "Standard Premium" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state.

#### PLAN AUDITED STANDARD PREMIUM

"Plan Audited Standard Premium" means the sum of the audited "Standard Premium" for each state exposure covered under the "Policy" to which this dividend plan applies.

#### INCURRED LOSSES

"Incurred Losses" means the sum of:

- 1. All losses, including medical expenses and costs actually paid;
- 2. Reserves for unpaid losses as estimated by the "Company";
- 3. Allocated loss adjustment expenses paid and reserved; and
- 4. Expenses incurred by the Company in seeking recovery against a third party.

No IBNR (Incurred But Not Reported), LDF (Loss Development Factor), or any other factors, charges or provisions were utilized in the determination of "Incurred Losses".

#### DEVELOPED INCURRED LOSS RATIO

"Developed Incurred Loss Ratio" means the result of "Total Incurred Losses" plus "Total Variable State Expenses" divided by "Total Audited Standard Premium".

The following definitions are included:

#### TOTAL INCURRED LOSSES

"Total Incurred Losses" means the sum of "Incurred Losses" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state.

## **VARIABLE STATE EXPENSES**

"Variable State Expenses" means the result of the audited "Standard Premium" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state, multiplied by the "Variable State Charge" for that state.

#### TOTAL VARIABLE STATE EXPENSES

"Total Variable State Expenses" means the sum of the "Variable State Expenses" for each state exposure covered under the "Policy", regardless of the type of dividend plan being provided in each state.

#### VARIABLE STATE CHARGES

"Variable State Charges" means those factors determined by the "Company" for each state to cover each state's Mandated Business Costs, Loss Development (Incurred But Not Reported "IBNR"), Second Injury Funds, CAT loading and Unallocated Loss Adjustment Expense.

The Variable State Charges for California are:

Mandated Business Costs: 00.0%

IBNR:

Second Injury Funds:

CAT Load:

Unallocated Loss Adjustment Expense:

#### **POLICY**

"Policy" means a workers' compensation policy issued by the "Company".

#### **COMPANY**

"Company" means the Insurer named at the beginning of this Policyholder Dividend Disclosure Statement".

#### DIVIDEND DETERMINATION AND TIMING

Interim dividends will be calculated using losses valued within the 12th month after the expiration or cancellation or normal anniversary month of the respective policy. Interim payments were 50% of the dividend that was calculated by application of the respective plan to each such policy.

Final dividends will be calculated using losses valued within the 24th month after the expiration, cancellation or normal anniversary month of the respective policy. The final dividend due will be the full calculation less any amount previously paid as an interim payment.

The actual calculation of both the interim and final dividend will be done within one month from the loss evaluation date with the payment of any dividends due as soon as practicable thereafter. No dividend amount less than \$25.00 will be paid. To the extent any outstanding premium was due the insurer or any insurance policy, dividends were used to offset any premium balance.

At the time of dividend payment, you will be provided with a "Policyholder Dividend Result Disclosure Statement" which will include all essential data employed to compute the dividend result. This document will identify any exceptions to the procedures, factors and timing of payment described in the Policyholder Dividend Disclosure Statement and explains such variances.

You should be aware that forfeiture of a right to, reduction in the amount of, reduction in any other benefit plan, or delaying the payment of, a policyholder's dividend due to the policyholder's failure to accept renewal of the policy or subsequent policies issued by the same insurer is coercive and illegal and constitutes an unfair practice.

However, a reasonable reduction in the amount of policyholder dividend is permissible if the policyholder has elected to be considered for policyholder dividends under a plan which utilizes the premium and loss experience of the policyholder for two or more policy years and the policyholder does not remain insured by the same insurer during the complete term of the multi-year dividend plan.

In such instances, the nature of the adjustment must be set forth in this Policyholder Dividend Disclosure Statement and provided to the policyholder within thirty days after the inception of the first policy year for which such election has been made.

A "reasonable reduction" in the amount of policyholder dividends is defined as and specifically limited to the application of the most favorable dividend plan for which the policyholder then qualifies under the dividend procedures of the insurer unless some alternative dividend plan has been set forth in the Policyholder Dividend Disclosure Statement provided the policyholder.

Insurer Authorized Signature

# UMBRELLA INSURANCE

Policy Number: 7981-36-74

Company: Chubb Insurance Company of New Jersey Effective Date: December 31, 2024 to December 31, 2025

Policy Type	<u>Premium</u>	<b>Commission</b>	Payment Options
Umbrella Insurance	\$19,461 (**Includes Terrorism under this policy, when included in all Underlying)	17.50%	Agency Bill / Prepaid
Chubb Insurance Company			
of New Jersey			
Policy No.: 7981-36-74			
Portion attributable to	\$58.21	0%	Prepaid

Portion attributable to Taxes and Surcharges

The portion attributable to Taxes, Surcharges and Other Charges is an estimate included in the Premium above. The Insured is responsible for the total amount, if bound, shown on the

premium bill and/or premium summary, regardless of the amount shown above.

#### **Terrorism**

Premium for Optional **Terrorism** Coverage included in the "**Premium**" above:

\*\*Umbrella

\$192

\*\*\*Umbrella

Option One	<u>Limits</u>
\$10,000,000	Excess Coverage Other Aggregate Limit (as applicable)
\$10,000,000	Umbrella Coverage Aggregate Limit
\$10,000,000	Products Completed Operations Aggregate Limit
\$10,000,000	Advertising Injury & Personal Injury Aggregate Limit
\$10,000,000	Each Occurrence Limit

The legger of 20/ of the Each	Crisis Assistance for Evenes and Husbanile
The lesser of 3% of the Each	Crisis Assistance for Excess and Umbrella

<sup>\*\*</sup>When the insured elects coverage for acts of terrorism in all underlying insurance, and elects terrorism coverage under this policy.

<sup>\*\*\*</sup>When the insured does NOT elect coverage for acts of terrorism in ANY underlying insurance, and elects terrorism coverage under this policy.

Occurrence Limit or \$300,000	

The state in which this policy is issued may require that we advise you that if available, the following condition is added to your policy:

All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

# **RATING EXPOSURES**

This quotation is based upon the following information. A change in any of the exposure units before our policy inception may result in an adjustment to our quoted premium.

Domestic Revenues/Sales	\$57,748,011
Total Revenues/Sales	\$57,748,011
Number of Employees	88
Payroll	\$11,042,457
Rentals	
Number of Units	9
Number of Locations	
Non-Owned Vehicles: (Owner Operators,	0
Independent or Sub Contractors, Contract	
Carriers, Salespeople, etc.)	

# **UNDERLYING POLICIES**

This quotation is based upon the following information. A change in any of the following information before or during our policy period may result in an adjustment to our quoted premium and/or our policy terms.

COVERAGE/	LIMIT		PREMIUM
CARRIER			
GENERAL LIABILI	TY		\$24,439
GREAT NORTHERN	N INSURANCE COM	PANY	
Policy No:		Policy Period:	
3578-75-02		From: 12/31/2024	
		To: 12/31/2025	
	\$1,000,000	Each Occurrence	
	\$2,000,000	General Aggregate - per policy	
	\$1,000,000	Products/Completed Operations	
		Aggregate	
	\$1,000,000	Personal and Advertising Injury	
		(aggregate when applicable)	
EMPLOYERS LIAB	ILITY		Not Applicable
PACIFIC EMPLOYE	ERS INSURANCE CO	OMPANY	
Policy No:		Policy Period:	

7163-47-62		From: 12/31/2024	
		To: 12/31/2025	
	\$1,000,000	Bodily Injury By Accident - Each	
	<b>#1</b> 000 000	Accident	
	\$1,000,000	Bodily Injury By Disease - Each	
	\$1,000,000	Employee Bodily Injury By Disease - Policy	
	\$1,000,000	Limit	
FOREIGN GENERAL LIAE	BILITY		\$0
GREAT NORTHERN INSU	RANCE COM	PANY	
Policy No:		Policy Period:	
7324-31-42		From: 12/31/2024	
		To: 12/31/2025	
	\$1,000,000	Each Occurrence	
	\$2,000,000	Aggregate	
	\$1,000,000	Products Completed Operations	
		Aggregate Limit	
	\$1,000,000	Personal and Advertising Injury	
		(aggregate when applicable)	
EODEICN AUTOMODILE	LADILITY		\chi_0
FOREIGN AUTOMOBILE I GREAT NORTHERN INSU		DANV	\$0
Policy No:	KANCE COM	Policy Period:	
7324-31-42		From: 12/31/2024	
/32   31   12		To: 12/31/2025	
	\$1,000,000	Each Accident	
FOREIGN EMPLOYER'S L	IABILITY		\$0
GREAT NORTHERN INSU	RANCE COM		
Policy No:		Policy Period:	
7324-31-42		From: 12/31/2024	
	<b>**</b> **********************************	To: 12/31/2025	
	\$1,000,000	Each Accident	
	\$1,000,000	Policy Limit	
	\$1,000,000	Each Employee	
EMPLOYEE BENEFITS LL	ARII ITV		\$150
GREAT NORTHERN INSU		PANY	ΨΙΟ
Policy No:		Policy Period:	_1
3578-75-02		From: 12/31/2024	
		To: 12/31/2025	
	\$1,000,000	Each Claim	
	\$1,000,000	Aggregate	

Defense expenses included within limit Retro Date: 12/31/2001			
LIQUOR LAW LEGAL LIABILITY		\$1,242	
GREAT NORTHERN INSURANCE		, and the second	
Policy No:	Policy Period:		
35787502	From: 12/31/2024		
	To: 12/31/2025		
\$1,000	0,000 Each Occurrence		
\$1,000	0,000 Aggregate		
NON-OWNED & HIRED AUTO LIA	ABILITY	\$945	
FEDERAL INSURANCE COMPAN	Y		
Policy No:	Policy Period:		
74968804	From: 12/31/2024		
	To: 12/31/2025		
\$1,000	0,000 Each Accident		

Until their policy limits are exhausted, all underlying policies must provide unlimited defense in addition to the limits shown above unless specifically noted.

All underlying policies must use an occurrence/offense trigger unless specifically noted.

All underlying carriers must be rated A-VI or better by A.M. Best. In addition, if rated by Standard & Poor's, a rating of BBB or better is required.

This quotation is subject to the standard policy terms and conditions set forth in the contract noted below. We reserve the right to amend our policy based upon a full review of underlying policies' terms and conditions.

The following endorsements will be attached to the policy.

POLICY FORMS	
99-10-0310	05-97 DEAR POLICYHOLDER NOTICE FOR NEW JERSEY PLIGA
07-10-0384	07-01 DEFENSE WITHIN LIMITS NOTICE
99-10-0732	01-15 IMPORTANT NOTICE TO POLICYHOLDERS-TRIA 2002
99-10-0792	09-04 IMPORTANT NOTICE - OFAC
99-10-0872	06-07 AOD IMPORTANT POLICYHOLDER NOTICE
07-02-2267	02-09 COMMERCIAL EXCESS AND UMBRELLA DECLARATIONS
07-02-0922	07-01 SCHEDULE OF UNDERLYING INSURANCE
07-02-0815	07-01 CHUBB COMMERCIAL EXCESS & UMBRELLA INSURANCE
07-02-1988	02-04 COMPLIANCE WITH APPLICABLE TRADE SANCTIONS
07-02-2440	12-10 COVERAGE-CRISIS ASSISTANCE EXCESS AND UMB
07-02-2483	03-12 COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS

POLICY FORMS	
07-02-0837	07-01 CARE, CONTROL OR CUSTODY - POLICY EXCLUSION
07-02-0845	07-01 SUPPLEMENTARY PAYMENTS
07-02-0859	07-01 CLAIMS MADE - COV. A EXCESS FOLLOW-FORM
07-02-0861	07-01 FOREIGN LIABILITY EXCL. BI/PD/AI/PI COV. B
07-02-0871	01-14 EXCL/UMBRELLA COV B - ALCOHOLIC BEVERAGES
07-02-0885	07-01 POLLUTION EXCL EXCESS FOLLOW-FORM COV. A
07-02-2420	05-10 COV B EXCL-INTELLECTUAL PROP LAWS OR RIGHTS
07-02-2455	12-10 CRISIS ASSISTANCE SERVICE PROVIDERS
07-02-2472	03-11 NOTICE OF CANCEL SCHED PERSONS/ORG EXCPT NP
07-02-2741	03-17 POLICY EXCLUSION - WAR
07-02-2978	04-23 POLICY EXCLUSION – VIOLATION OF LAWS ADDRESSING
	DATA PRIVACY
07-02-2172	06-23 POLICY EXCLUSION - RECORDING AND DISTRIBUTION OF
	MATERIAL OR INFORMATION IN VIOLATION OF LAW
07-02-2853	04-23 COV A EXCL – ACCESS TO OR DISCLOSURE OF
	CONFIDENTIAL OR PERSONAL MATERIAL OR INFO & ELECTRONIC
	DATA-RELATED LIABILITY WITH EXCEPTIONS; COV B EXCL –
	ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
	MATERIAL OR INFO & ELECTRONIC DATA-RELATED LIABILITY

State Mandatories where required.

Other endorsements may apply. Please refer to your producer for details.

Should the insured not elect coverage for acts of Terrorism, the following exclusion will be attached to the policy:

07-02-1958 EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Should the insured elect coverage for acts of Terrorism, the following exclusion will be attached to the policy:

07-02-1961 CAP ON CERTIFIED TERRORISM LOSSES

Actual coverage is limited to the terms and conditions of the policy as issued.

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date12/10/2024Insured NameBACCARAT INC

Mailing Street Address36 MAYFIELD AVENUEMailing City, State, ZipEDISON, NJ 08837

Policy Type	Policy Number	<b>Effective Date</b>	Underwriting Company
Umbrella	7981-36-74	12/31/2024	Chubb Insurance Company of New Jersey



# IMPORTANT NOTICE TO POLICYHOLDER TERRORISM RISK INSURANCE ACT

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have 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.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act 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.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to insurance for such acts of terrorism when there is acceptable coverage for such acts in underlying insurance is: \$192.

The portion of your annual premium that is attributable to insurance for such acts of terrorism when there is *not* acceptable coverage for such acts in underlying insurance is: \$

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date12/10/2024Insured NameBACCARAT INCMailing Street Address36 MAYFIELD AVENUEMailing City, State, ZipEDISON, NJ 08837

Policy Type	Policy Number	<b>Effective Date</b>	Underwriting Company
Umbrella	7981-36-74	12/31/2024	Chubb Insurance Company of New Jersey

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

**Mailing Date** 12/10/2024 **Insured Name** BACCARAT INC **Mailing Street Address** 36 MAYFIELD AVENUE Mailing City, State, Zip **EDISON, NJ 08837** 

Policy Type	Policy Number	<b>Effective Date</b>	Underwriting Company
Umbrella	7981-36-74	12/31/2024	Chubb Insurance Company of New Jersey

Rejection of terrorism insurance:	
	e and elect to have a terrorism exclusion, sublimit or other limitation at I will have no, or limited, coverage for losses arising from acts of
Policyholder/Applicant's Name:	
Policyholder/Applicant's Signature:	
Date:	

