

**BROKER –Willis of Texas, Inc.**

**Linbeck Group LLC LSIP VI - CHERRY PAINTING COMPANY, INC.  
DBA CHERRY COATINGS**

**POLICY NUMBER - 41WCI5135901**

**POLICY PERIOD - 06/22/2021 to 06/22/2022**



a member of Arch Insurance Group

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

### **Arch Insurance Group**

To get information or file a complaint with your insurance company:

**Call: 1-866-413-5550**

**Toll-free: 1-866-413-5550**

Online: <http://www.archcapgroup.com>

Email: [consumercomplaints@archcapservices.com](mailto:consumercomplaints@archcapservices.com)

Mail: **Harborside 3**

**210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107**

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

## **¿Tiene una queja o necesita ayuda?**

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

**Arch Insurance Group**

Para obtener información o para presentar una queja ante su compañía de seguros:

**Llame a: 1-866-413-5550**

**Teléfono gratuito: 1-866-413-5550**

Correo electrónico:

**consumercomplaints@archcapservices.com** Dirección postal:

**Harborside 3**

**210 Hudson Street, Suite 300**

**Jersey City, NJ 07311-1107**

**El Departamento de Seguros de Texas**

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

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

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

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

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## **TEXAS WORKERS' COMP POLICYHOLDER NOTIFICATION OF LOSS CONTROL SERVICES**

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

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

If you would like more information, contact Arch Insurance Company's Loss Control Services Center at 1-888-411-2832 or [LossControl@archinsurance.com](mailto:LossControl@archinsurance.com), for accident prevention services or for return-to-work coordination services.

For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687- 7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Arch Insurance Company fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "John Mentz".

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John Mentz  
President

A handwritten signature in cursive script that reads "Regan A. Shulman".

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Regan Shulman  
Secretary

## INFORMATION PAGE

Insurer:

POLICY NO.

41WCI5135901

ARCH INSURANCE COMPANY  
2345 Grand Blvd  
Suite 900, Kansas City, MO 64108  
NCCI Code # 28355

1. The Insured: **CHERRY PAINTING COMPANY, INC.** \_\_\_\_\_ Individual \_\_\_\_\_ Partnership  
Mailing address: **DBA CHERRY COATINGS**  
**P.O. BOX 815989** X Corporation or  
**FARMERS BRANCH TX 75381** \_\_\_\_\_

Other workplaces not shown above: **See Workers Compensation Classification Schedule**

2. The policy period is from. 06-22-2021 to 06-22-2022 at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:  
**TX**
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:
- |                           |                     |               |
|---------------------------|---------------------|---------------|
| Bodily Injury by Accident | <u>\$ 1,000,000</u> | each accident |
| Bodily Injury by Disease  | <u>\$ 1,000,000</u> | policy limit  |
| Bodily Injury by Disease  | <u>\$ 1,000,000</u> | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
**AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME**  
**MD MA MI MN MS MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD**  
**TN UT VT VA WV WI**
- D. This policy includes these endorsements and schedules:

**See Schedule of Forms and Endorsements**

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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**See Workers Compensation Classification Schedule**

Total Estimated Annual Premium \$ **400**

Minimum Premium \$ **250** Expense Constant \$ **195**

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

Policy Number  
41WCI5135901

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**ARCH INSURANCE COMPANY**

Named Insured **CHERRY PAINTING COMPANY, INC.**

Effective Date: **06-22-2021**

12:01 A.M., Standard Time

Agent Name **WILLIS TOWERS WATSON INSURANCE SERVICES WEST, INC.** Agent No. **00469**

**WORKERS COMPENSATION FORMS AND ENDORSEMENTS**

00 ML0042 44	12-19	IMPORTANT NOTICE TO ALL TX POLICYHOLDERS
00 ML0065 00	06-07	US TREASURY DEPT'S OFAC ADVISORY NOTICE
05 ML0043 44	01-13	TX WC LOSS CONTROL SERVICES POLICYHOLDER
05 ML0002 00	12-14	ARCH INSURANCE GROUP SIGNATURE PAGE
WC 00 00 01 A	07-97	WC INFORMATION PAGE
WC 89 04 15	07-97	WC CLASSIFICATION SCHEDULE
WC 00 00 00 C	01-15	INSURANCE POLICY
00 ML0087 00	11-10	NOTICE OF CANC - SPECIFIED DAYS
00 WC004 00	11-03	EARLIER NOTICE OF CANCELLATION BY US
WC 00 01 06 A	04-92	LONGSHORE & HARBOR WC ACT COVERAGE ENDT
WC 00 03 01	04-84	ALTERNATE EMPLOYER ENDT
WC 00 03 02	04-84	DESIGNATED WORKPLACES EXCLUSION ENDT
WC 00 03 03 C	10-04	EMPLOYERS LIABILITY COVERAGE ENDT
WC 00 03 11 A	08-91	VOLUNTARY COMP AND EMPLOYERS LIAB COVG
WC 00 04 04	04-84	PENDING RATE CHANGE 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 22 C	01-21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 00 04 25	05-17	EXPERIENCE RATING MODIFICATION FCTR REV
WC 42 03 01 J	06-20	TEXAS AMENDATORY ENDORSEMENT
WC 42 03 04 B	06-14	TX-WAIVER OF OUR RIGHT TO RECOVER
WC 42 04 07	03-02	TX AUDIT PREM AND RETRO PREM ENDT
WC 42 04 08 A	06-14	TEXAS HEALTH CARE NETWORK ENDORSEMENT
00ML020700	11-03	ASSIGNMENT CONSENT ENDORSEMENT
00ML020700	11-03	DESIGNATED PROJECT - DECLARATION ENDT



ARCH  
INSURANCE COMPANY

Policy Number  
41WCI5135901

EXTENSION OF INFORMATION PAGE  
WORKERS COMPENSATION CLASSIFICATION SCHEDULE

State of: **TEXAS**

**913449592**

Named Insured **CHERRY PAINTING COMPANY, INC.**

Effective Date: **06-22-2021**  
12:01 A.M., Standard Time

Agent Name **WILLIS TOWERS WATSON INSURANCE SERVICES WEST, INC.** Agent No. **00469**

Classification of Operation	Code No.	Annual Remuneration	Total Estimated Per \$100 of Remuneration	Estimated Annual Premium
0001-01CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS FEIN # 75-2490105 SIC CODE 1771 NAICS CODE 238110  LINBECK GROUP LLC LSIP VI PROJECTS LOCATIONS OF OPERATION HOUSTON TX 77027  PAINTING NOC & DRIVERS	5474	IF ANY	2.74	\$ 0.00
TOTAL CLASS PREMIUM				\$ 0.00
BLANKET WAIVER 1.02	0930			\$ 0.00
INCREASE LIMITS 1.014	9812			\$ 0.00
EMPL MINIMUM DIFFERENCE	9848			\$ 150.00
TOTAL SUBJECT PREMIUM				\$ 150.00
EXPERIENCE PREMIUM .84	9898			\$ -24.00
TOTAL MODIFIED PREMIUM				\$ 126.00
POLICY MINIMUM DIFFERENCE	0990			\$ 79.00
STANDARD TOTAL				\$ 205.00
EXPENSE CONSTANT	0900			\$ 195.00
TOTAL ESTIMATED PREMIUM				\$ 400.00
FINAL TOTAL				\$ 400.00
POLICY TOTAL ESTIMATED COST				\$ 400.00

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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

**GENERAL SECTION****A. The Policy**

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

**B. Who is Insured**

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

**C. Workers Compensation Law**

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

**D. State**

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

**E. Locations**

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

**PART ONE  
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

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

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

**B. We Will Pay**

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

**C. We Will Defend**

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

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

**D. We Will Also Pay**

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

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

**E. Other Insurance**

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

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

#### F. Payments You Must Make

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

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

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

#### G. Recovery From Others

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

#### H. Statutory Provisions

These statements apply where they are required by law.

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

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

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

### PART TWO

#### EMPLOYERS LIABILITY INSURANCE

##### A. How This Insurance Applies

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

##### B. We Will Pay

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

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

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

such third party as a result of injury to your employee;

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

#### C. Exclusions

This insurance does not cover:

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

and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### D. We Will Defend

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

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

#### E. We Will Also Pay

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

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

**F. Other Insurance**

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

**G. Limits of Liability**

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

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

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

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

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

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

**H. Recovery From Others**

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

**I. Actions Against Us**

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

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

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

**PART THREE  
OTHER STATES INSURANCE**

**A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

**B. Notice**

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

**PART FOUR  
YOUR DUTIES IF INJURY OCCURS**

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

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

papers related to the injury, claim, proceeding or suit.

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

## **PART FIVE PREMIUM**

### **A. Our Manuals**

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

### **B. Classifications**

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

### **C. Remuneration**

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

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

### **D. Premium Payments**

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

### **E. Final Premium**

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

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

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

### **F. Records**

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

### **G. Audit**

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

**PART SIX  
CONDITIONS**

**A. Inspection**

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

**B. Long Term Policy**

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

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

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

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

**D. Cancellation**

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

**E. Sole Representative**

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

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

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **30** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41WCI5135901

Named Insured: CHERRY PAINTING COMPANY, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 06-22-21



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attached clause" is to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06/22/2021 at 12:01 A.M. standard time, forms a part of  
Policy No.41WCI5135901 of the

\_\_\_\_\_  
Insurance Company

Issued to CHERRY PAINTING COMPANY, INC.

(Named Insured)

\_\_\_\_\_  
Authorized Representative

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule below.

All the terms and conditions of the Policy which are not inconsistent with this endorsement continue to apply.

### SCHEDULE

**Number of Days' Notice:** 120

POLICY NUMBER: 41WCI5135901

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

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

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

**C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901–950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

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

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

## Schedule

State	Longshore and Harbor Workers' Compensation Act Coverage Percentage
TX	111%

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

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

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

Endorsement Effective 06-22-21 Policy No. 41WCI5135901

Endorsement No.

Insured CHERRY PAINTING COMPANY, INC.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

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

DATE OF ISSUE: 07-07-21

WC 00 01 06 A

(Ed. 4-92)

**ALTERNATE EMPLOYER ENDORSEMENT**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**Schedule**

<b>Alternate Employer</b>	<b>Address</b>	<b>State of Special or Temporary Employment</b>
<b>ANY PERSON OR ORGANIZATION WHERE REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS</b>		<b>TX</b>  <b>EACH STATE NAMED IN ITEM 3.A OF THE INFORMATION PAGE WHERE PERMITTED BY LAW</b>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-22-21** Policy No. **41WCI5135901**

Endorsement No.

Insured **CHERRY PAINTING COMPANY, INC.**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

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

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POLICY NUMBER: 41WCI5135901**DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT**

The policy does not cover work conducted at or from

**ALL OPERATIONS EXCEPT OPERATIONS BY ENROLLED PARTICIPANTS  
AT THE PROJECT LOCATION ON FILE WITH ARCH.**

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

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

Endorsement Effective **06-22-21** Policy No. **41WCI5135901**

Endorsement No.

Insured **CHERRY PAINTING COMPANY, INC.**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

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

DATE OF ISSUE: **07-07-21**

**WC 00 03 02**

(Ed. 4-84)

POLICY NUMBER: 41WCI5135901

**EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

## Schedule

**States**

ND  
WA  
WY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-22-21      Policy No. 41WCI5135901

Endorsement No.

Insured CHERRY PAINTING COMPANY, INC.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

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

DATE OF ISSUE: 07-07-21

**WC 00 03 03 C**

(Ed. 10-04)

© 2004 National Council on Compensation Insurance, Inc.

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

**A. How This Insurance Applies**

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

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

**B. We Will Pay**

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

**C. Exclusions**

This insurance does not cover:

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

**D. Before We Pay**

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

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

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

**E. Recovery From Others**

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

**F. Employers Liability Insurance**

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

(Ed. 8-91)

POLICY NUMBER: 41WCI5135901

## Schedule

**Employees****ALL EMPLOYEES AND OFFICERS  
NOT SUBJECT TO THE WORKERS  
COMPENSATION ACT OF ANY STATE****State of Employment****ANY STATE NAMED IN  
ITEM 3.A OR 3.C OF  
THE INFORMATION PAGE  
EXCEPT NJ AND WI****Designated Workers  
Compensation Law****STATE OF HIRE**

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

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

Endorsement Effective 06-22-21 Policy No. 41WCI5135901

Endorsement No.

Insured CHERRY PAINTING COMPANY, INC.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

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

DATE OF ISSUE: 07-07-21

WC 00 03 11 A

2 of 2

(Ed. 8-91)

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POLICY NUMBER: **41WCI5135901****PENDING RATE CHANGE ENDORSEMENT**

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

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

Schedule

**State**  
**TX**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-22-21** Policy No. **41WCI5135901**

Endorsement No.

Insured **CHERRY PAINTING COMPANY, INC.**Premium \$ **INCL.**Insurance Company **ARCH INSURANCE COMPANY**

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

DATE OF ISSUE: **07-07-21****WC 00 04 04**

(Ed. 4-84)



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POLICY NUMBER: 41WCI5135901**90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

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

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

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/22/2021      Policy No. 41WCI5135901  
Insured CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS  
Insurance Company ARCH INSURANCE COMPANY

Endorsement No.  
Premium INCL.

DATE OF ISSUE: 07-07-21

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

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POLICY NUMBER: 41WCI5135901**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

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

**PART FIVE  
PREMIUM**

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

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-22-21 Policy No. 41WCI5135901

Endorsement No.

Insured CHERRY PAINTING COMPANY, INC.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

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

DATE OF ISSUE: 07-07-21

WC 00 04 19

(Ed. 1-01)

**Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

**Definitions**

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

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

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

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

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

(Ed. 01-2021)

POLICY NUMBER: 41WCI5135901

**Limitation of Liability**

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

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

**Schedule****State****Rate****Premium**

Refer to State Workers Compensation Class Schedule (Extension of Information Page)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/22/2021

Policy No. 41WCI5135901

Endorsement No.

Insured CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 07-07-21

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

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POLICY NUMBER: 41WCI5135901**EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/22/2021      Policy No. 41WCI5135901  
Insured CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS  
Insurance Company ARCH INSURANCE COMPANY

Endorsement No.  
Premium INCL.

DATE OF ISSUE: 07-07-21

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

**Texas Amendatory Endorsement**

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

**GENERAL SECTION**

**B. Who Is Insured** is amended to read:

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

**D. State** is amended to read:

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

**PART ONE—WORKERS COMPENSATION INSURANCE**

**E. Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

**F. Payments You Must Make**

This Section is amended by deleting the words "workers compensation" from number 4.

**H. Statutory Provisions**

This Section is amended by deleting the words "after an injury occurs" from number 2.

**PART TWO—EMPLOYERS LIABILITY INSURANCE**

**C. Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America, Mexico or Canada who is temporarily outside these countries.

**D. We Will Defend**

This Section is amended by deleting the last sentence.

**PART FOUR—YOUR DUTIES IF INJURY OCCURS**

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

**PART FIVE—PREMIUM**

**A. Our Manuals** is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

**C. Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers compensation insurance.

**E. Final Premium**

Number 2 is amended to read:

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

**PART SIX—CONDITIONS****A. Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

**C. Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

**D. Cancellation** is amended to read:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Department of Insurance—Division of Workers' Compensation.
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:
  - a. Fraud in obtaining coverage;
  - b. Misrepresentation of the amount of payroll for purposes of premium calculation;
  - c. Failure to pay a premium when payment was due;
  - d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
  - e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Department of Insurance—Division of Workers' Compensation that it is insuring you as an employer, such notice must be a cancellation of this policy effective when the other policy starts.

Add the following to the policy:

**PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION****A. Claims Notification**

We are required to notify you of any claim that is filed against your policy. Thereafter we must notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Department of Insurance—Division of Workers' Compensation. You may, in writing, elect to waive this notification requirement.

We must, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

(Ed. 06-2020)

POLICY NUMBER: 41WCI5135901

**COMPLAINT NOTICE:****DISPUTE RESOLUTION SERVICES****NCCI'S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.**

For workers compensation claim disputes, see "CLAIM COMPLAINT" below. For issues related to a violation of law related to your policy, see "VIOLATIONS OF LAW" below.

**Important Note:** The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

NCCI can assist in the resolution of a dispute regarding your policy that is related to any of the following matters:

- The application or interpretation of rules contained in the various NCCI manuals (including, but not limited to, classification codes and experience rating modifications)
- Rating programs
- Endorsements
- Forms

Contact the carrier that issued the policy and attempt to resolve the dispute directly. If you and the carrier cannot agree, then contact NCCI to ask for assistance. NCCI's **Basic Manual** addresses dispute resolution in Appendix G. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and after you have paid any undisputed premium due to the carrier.

Send your request for assistance by mail to NCCI, Dispute Resolution Services, 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362; or by fax to 561-893-5043; or by email to [regulatoryoperations@ncci.com](mailto:regulatoryoperations@ncci.com).

**THIS NOTICE OF THE DISPUTE RESOLUTION PROCESS IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.****VIOLATIONS OF LAW:**

If you believe there has been a violation of law related to your policy, file a complaint with the Texas Department of Insurance:

**Phone:** 1-800-252-3439

**Online:** [tdi.texas.gov](http://tdi.texas.gov)

**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Mail:** MC 111-1A, PO Box 149091, Austin, TX 78714

**CLAIM COMPLAINT:**

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance — Division of Workers' Compensation, Compliance and Investigations by mail to 7551 Metro Center Drive, Suite 100, MS-8, Austin, TX 78744; or by fax to 512-490-1030; or by email to [DWC-ComplianceReview@tdi.texas.gov](mailto:DWC-ComplianceReview@tdi.texas.gov).

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/22/2021

Policy No. 41WCI5135901

Endorsement No.

Insured CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 07-07-21

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



POLICY NUMBER: 41WCI5135901

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

## Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

## 2. Operations:

## 3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: **INCL**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/22/2021

Policy No. 41WCI5135901

Endorsement No.

Insured CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 07-07-21

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

**TEXAS - AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT**

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

**PART FIVE - PREMIUM****D. Premium Payments**

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-22-21** Policy No. **41WCI5135901**

Endorsement No.

Insured **CHERRY PAINTING COMPANY, INC.**

Premium \$ **INCL.**

Insurance Company **ARCH INSURANCE COMPANY**

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

**TEXAS HEALTH CARE NETWORK ENDORSEMENT**

This endorsement indicates that you have elected under this policy to provide workers compensation health care services to your injured employees through a certified workers compensation health care network that we have either established or contracted with, as provided in Chapter 1305 of the Texas Insurance Code and in Title 28, Chapter 10 of the Texas Administrative Code.

We will provide you with information concerning the use of our certified workers compensation health care network(s) in our service area(s) and your rights and responsibilities as a participant in our network program. This includes information describing the service area(s) applicable to you and your injured employees as required in NCCI's **Basic Manual for Workers Compensation and Employers Liability Insurance**. In accordance with Chapter 1305 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code, we will also provide you with information that is required to be given to your employees, including an employee's notice of network requirements and an employee acknowledgement form.

Your premium may have been reduced because you have agreed to participate in our certified workers compensation health care network. The amount of the premium reduction is shown on the Information Page of this policy. The reduction is estimated at the policy inception and adjusted at final audit of the policy. The reduction may be pro-rated if you elect to participate in a certified workers compensation health care network during the policy year or if you terminate your participation in our certified workers compensation health care network before the policy expires. The premium reduction you received may be forfeited if we determine that you have failed to provide the notice of network requirements and employee acknowledgement form to your employees in accordance with Chapter 1305.005(d) and 1305.451 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code.

Minimum premium policies are not eligible for this premium reduction.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06/22/2021      Policy No. 41WCI5135901  
Insured CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS  
Insurance Company ARCH INSURANCE COMPANY

Endorsement No.  
Premium INCL.

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

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

**CONSENT FORM – ASSIGNMENT OF CERTAIN POLICY ITEMS TO PROJECT  
SPONSOR**

With respect to the insurance afforded by this policy, Linbeck Group, LLC (Linbeck Sponsored Insurance Program(LSIP) VI) is authorized to act on behalf of all Named Insureds as respects to changing any provisions of this insurance policy, is solely responsible for the payment of premiums, dividends, and all other premium adjustments.

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 41WCI5135901

Named Insured: CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS

Endorsement Effective Date: 06/22/2021

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

**DESIGNATED PROJECT – DECLARATION ENDORSEMENT**

This insurance applies only to losses arising out of the project shown in the schedule.

**SCHEDULE**

Projects for which the Named Insured is properly enrolled in the Linbeck Group, LLC (Linbeck Sponsored Insurance Program (LSIP) VI), as required by written contract, and per the schedule on file with Arch Insurance Company.

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 41WCI5135901

Named Insured: CHERRY PAINTING COMPANY, INC. DBA CHERRY COATINGS

Endorsement Effective Date: 06/22/2021