

WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
INSURANCE POLICY

INFORMATION PAGE



Issued by Liberty Insurance Corporation (a stock company) 21814

|                                |                    |                |                 |
|--------------------------------|--------------------|----------------|-----------------|
| Policy Number                  | WC7-Z91-462872-014 | Issuing Office | Warrenville, IL |
| New                            |                    | Issue Date     | 08/08/2014      |
| Account Number                 | 9-462872           | Sub Account    | 0000            |
| 1. Insured and Mailing Address |                    | FEIN           | 27-0619364      |
| SLC Holding Company LLC        |                    |                |                 |
| 1550 West McEwen, Suite 200    |                    | Risk ID        | 911609118       |
| FRANKLIN TN 37067              |                    |                |                 |
|                                |                    | Association    | 9004            |

Status Limited Liability Company

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

2. Policy Period: The policy period is from 07/31/2014 to 07/31/2015 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NY NC TN 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 | \$ | 1,000,000 | each accident |
| Bodily Injury by Disease  | \$ | 1,000,000 | policy limit  |
| Bodily Injury by Disease  | \$ | 1,000,000 | each employee |

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

All States except those listed in Item 3.A and the States of:  
ND OH WA WY

D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page

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

| Classifications                   | Code<br>Number | Premium Basis Total<br>Estimated Annual Remuneration | Rate per \$100<br>of Remuneration | Estimated Annual<br>Premium |
|-----------------------------------|----------------|--|-----------------------------------|-----------------------------|
| See Extension of Information Page |                |  |                                   |                             |
| Minimum Premium                   | \$1,000 (NC)   | Total Estimated Annual Premium                       | \$                                | 166,477                     |
| Premium will be billed            | Monthly        | Deposit Premium                                      | \$                                | 166,477                     |
|                                   |                | Deposit Tax/Surcharge/Assessment                     | \$                                | 35                          |

Producer 0073 004710

LOCKTON COMPANIES LLC (KANSAS CITY  
SERIE

444 W 47TH ST STE 900  
KANSAS CITY MO 64112



Liberty Insurance Corporation

Item 3. Coverage D - Extension of Information Page

**Miscellaneous Form and Endorsement Schedule**

**Policy Notices and Applications**

| <u>Form Number</u> | <u>Form Name</u>                                       |
|--------------------|--|
| GPO 4847           | New York Workers Compensation Security Fund Recoupment |
| SNI 90 01 05 12    | Policyholder Notice - Company Contact Information      |
| SNW 31 01 07 11    | New York Notice to Employers                           |
| SNW 41 03 05 14    | Tennessee Policyholder Notice Rate Review Requests     |
| CNW 90 01 05 10    | Important Contractor Notice                            |
| GPO 4756 R5        | Liberty Mutual WC Privacy Practices Disclosure Notice  |
| SNW 42 01 10 13    | Texas Risk Control Services                            |

**Policy Schedules**

| <u>Form Number</u> | <u>Form Name</u>   |
|--------------------|--|
| WC 00 00 00 B      | Workers Compensation And Employers Liability Insurance Policy Jacket |
| WC 00 00 01 A      | Information Page   |
| GPO 4741           | Miscellaneous Form and Endorsement Schedule                          |
| PA 505             | Premium Summary Report by State                                      |
| GPO 2923           | Item 4. Premium - Extension of Information Page                      |
| GPO 4162 R1        | Named Insured Link Schedule  |

**Policy Endorsements**

| <u>Form Number</u> | <u>Form Name</u>   | <u>Comments</u> |
|--------------------|--|-----------------|
| WC 99 20 16        | Named Insured Endorsement  |                 |
| WC 00 01 14        | Notification Endorsement of Pending Law Change to Terrorism Risk Insurance Program Reauthorization Act of 2007 |                 |
| WC 00 03 01        | Alternate Employer Endorsement   |                 |
| WC 00 03 01 A      | Alternate Employer Endorsement   |                 |
| WC 00 03 03 C      | Employers Liability Coverage   |                 |
| WC 00 03 11        | Voluntary Compensation and Employers Liability Coverage Endorsement  |                 |
| WC 00 03 11 A      | Voluntary Compensation and Employers Liability Coverage Endorsement  |                 |
| WC 00 03 13        | Waiver of Our Right to Recover From Others Endorsement   |                 |
| WC 00 04 06        | Premium Discount Endorsement   |                 |

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GPO 4741  
Ed.01/01/2001

WC 00 00 01 A

Liberty Insurance Corporation

Item 3. Coverage D - Extension of Information Page

**Miscellaneous Form and Endorsement Schedule**

Continued:

| Policy Endorsements |  |  | <u>Comments</u> |
|---------------------|--|--|-----------------|
| <u>Form Number</u>  | <u>Form Name</u>   |  |                 |
| WC 00 04 14         | Notification of Change in Ownership Endorsement  |  |                 |
| WC 00 04 19         | Premium Due Date Endorsement   |  |                 |
| WC 00 04 21 C       | Catastrophe -Other Than Certified Acts of Terrorism Premium Endorsement  |  |                 |
| WC 00 04 22 A       | Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement  |  |                 |
| WC 00 06 03         | Benefits Deductible Endorsement  |  |                 |
| WC 31 03 08         | New York Limit of Liability  |  |                 |
| WC 31 03 15 A       | New York Benefits Deductible   |  |                 |
| WC 31 03 19 G       | New York Construction Classification Premium Adjustment Program Explanatory  |  |                 |
| WC 31 04 04         | New York Pending Payroll Limitation and Premium Differential   |  |                 |
| WC 32 03 01 C       | North Carolina Amended Coverage Endorsement  |  |                 |
| WC 42 01 01         | Texas Notification Endorsement of Pending Law Change to Terrorism Risk Insurance Program Reauthorization Act of 2007 |  |                 |
| WC 42 03 01 F       | Texas Amendatory Endorsement   |  |                 |
| WC 42 03 04 A       | Texas Waiver of Our Right to Recover From Others   |  |                 |
| WC 42 04 07         | Texas - Audit Premium and Retrospective Premium Endorsement  |  |                 |
| WC 42 06 02         | Texas Accident Deductible Endorsement  |  |                 |
| WC 49 03 01         | Wyoming Amendatory Endorsement   |  |                 |
| WC 99 16 69         | Knowledge and Notice of Occurrence Endorsement   |  |                 |
| WC 99 16 71         | Unintentional Errors and Omissions Endorsement   |  |                 |
| WC 99 20 39 A       | Washington Amendatory  |  |                 |
| WC 99 20 54         | Participating Provision  |  |                 |
| WC 99 20 63         | North Dakota Amendatory  |  |                 |
| WM 90 17 09 10      | Notice of Cancellation to Third Parties  |  |                 |

Policy No. WC7-Z91-462872-014

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# State Premium Summary

| State          | Payroll<br>Exposure | Total<br>Premium | Assessment<br>& Surcharge |
|----------------|---------------------|------------------|---------------------------|
| New York       | 0                   | 233              | 35                        |
| North Carolina | 380,000             | 7,836            | 0                         |
| North Dakota   | 0                   | 0                | 0                         |
| Ohio           | 0                   | 0                | 0                         |
| Tennessee      | 11,435,000          | 153,053          | 0                         |
| Texas          | 670,000             | 5,355            | 0                         |
| Washington     | 0                   | 0                | 0                         |
| Wyoming        | 0                   | 0                | 0                         |
| Totals         | 12,485,000          | 166,477          | 35                        |



## Item 4. Premium - Extension of Information Page

| Classification of Operations  |            | Premium Basis   | Rate                          |                   |
|---|------------|---|-------------------------------|-------------------|
| Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy. | Class Code | <u>Payroll</u> - Unless otherwise indicated<br>a) Flat Charge<br>b) Per Capita<br>c) Passenger Seat<br>d) Premium<br>e) Other | <u>Payroll</u> -<br>Per \$100 | Estimated Premium |
| <b>SLC Holding Company LLC</b>  |            |   |                               |                   |
| <b>New York</b>   |            |   |                               |                   |
| <b>New York: 410 Park Ave Ste 1500 Unit 8 10022-4407</b>  |            |   |                               |                   |
| Contractor - Executive Supervisor, Construction Executive, Construction Manager, Construction Superintendent or Project Manager           | 5606       | If Any  | 4.60                          | 0                 |
| Clerical Office Employees NOC   | 8810       | If Any  | .27                           | 0                 |
| Waiver of Subrogation Premium   | 0930       |   |                               | 250               |
| Experience Modification(1.02 FNL)   | 9898       | d) 250  |                               | 5                 |
| <b>Modified Premium</b>   |            |   |                               | <b>\$255</b>      |
| <b>Standard Premium</b>   |            |   |                               | <b>\$255</b>      |
| Premium Discount  | 0063       |   | .0863                         | (22)              |
| Terrorism   | 9740       |   | .050                          | 0                 |
| Terrorism(.029)   | 9740       | 0   |                               | 0                 |
| Catastrophe (other than Certified Acts of Terrorism)  | 9741       |   | .011                          | 0                 |
| Catastrophe (other than Certified Acts of Terrorism)  | 9741       |   | .007                          | 0                 |
| <b>Estimated Premium</b>  |            |   |                               | <b>\$233</b>      |
| New York State Assessment   | 0932       | d) 255  | .138                          | 35                |
| NY WC Security Fund Surcharge   | 9749       | d) 233  | .00                           | 0                 |
| <b>North Carolina</b>   |            |   |                               |                   |

## Item 4. Premium - Extension of Information Page

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| Continued:  |            |   |                               |                   |
| <b>SLC Holding Company LLC</b>  |            |   |                               |                   |
| <b>North Carolina</b>   |            |   |                               |                   |
| <b>Raleigh: 710 W North Street 27603-1419</b>   |            |   |                               |                   |
| Contractor - Project Manager,<br>Construction Executive,<br>Construction Manager or<br>Construction Superintendent                        | 5606       | 380,000   | 2.37                          | 9,006             |
| Gas Main or Connection  | 6319       | If Any  | 7.96                          | 0                 |
| Construction & Drivers  | 8810       | If Any  | .22                           | 0                 |
| Clerical Office Employees NOC   | 6217       | If Any  | 8.82                          | 0                 |
| Excavation & Drivers  | 6325       | If Any  | 7.30                          | 0                 |
| Conduit Construction - For Cables<br>or Wires - & Drivers   | 9015       | If Any  | 4.49                          | 0                 |
| Building or Property Management -<br>All Other Employees  | 0042       | If Any  | 5.63                          | 0                 |
| Landscape Gardening & Drivers   | 8742       | If Any  | .51                           | 0                 |
| Salespersons or Collectors - Outside  | 9015       | If Any  | 4.49                          | 0                 |
| Building or Property Management -<br>All Other Employees  |            |   |                               |                   |
| <b>Manual Premium</b>   |            |   |                               | <b>\$9,006</b>    |
| Waiver of Subrogation Premium   | 0930       |   |                               | 180               |
| Employers Liability Increased Limits<br>Premium   | 9812       |   | .011                          | 99                |
| Small Deductible Credit   | 9664       |   | .026                          | (234)             |
| Experience Modification(1.02 FNL)   | 9898       | d) 9,051  |                               | 181               |
| <b>Modified Premium</b>   |            |   |                               | <b>\$9,232</b>    |
| Schedule Rating   | 9887       |   | .11                           | (1,016)           |
| <b>Standard Premium</b>   |            |   |                               | <b>\$8,216</b>    |
| Premium Discount  | 0063       |   | .0859                         | (706)             |
| Expense Constant  | 0900       |   |                               | 250               |
| Terrorism   | 9740       | 380,000   | .01                           | 38                |



## Item 4. Premium - Extension of Information Page

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| Continued:  |            |   |                               |                   |
| SLC Holding Company LLC   |            |   |                               |                   |
| North Carolina  |            |   |                               |                   |
| Raleigh: 710 W North Street 27603-1419  |            |   |                               |                   |
| Catastrophe (other than Certified Acts of Terrorism)  | 9741       | 380,000   | .01                           | 38                |
| Estimated Premium   |            |   |                               | \$7,836           |
| North Dakota  |            |   |                               |                   |
| Subject to Supplemental Employers Liability Endorsement   |            |   |                               |                   |
| Total Payroll   | 0003       | If Any  | .06                           | 0                 |
| Terrorism   | 9740       |   | .00                           | 0                 |
| Ohio  |            |   |                               |                   |
| Subject to Supplemental Employers Liability Endorsement   |            |   |                               |                   |
| Total Payroll   | 0003       | If Any  | .06                           | 0                 |
| Terrorism   | 9740       |   | .00                           | 0                 |
| Tennessee   |            |   |                               |                   |
| Franklin: 1550 W. McEwen Dr., Ste 200 37067   |            |   |                               |                   |
| Clerical Office Employees NOC   | 8810       | 5,050,000   | .20                           | 10,100            |
| Contractor - Project Manager, Construction Executive, Construction Manager or Construction Superintendent                                 | 5606       | 2,300,000   | 1.90                          | 43,700            |
| Landscape Gardening & Drivers   | 0042       | 700,000   | 6.15                          | 43,050            |
| Excavation & Drivers  | 6217       | 400,000   | 6.09                          | 24,360            |
| Gas Main or Connection  | 6319       | 200,000   | 5.94                          | 11,880            |
| Construction & Drivers  |            |   |                               |                   |

## Item 4. Premium - Extension of Information Page

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|---|------------|--|-----------------------|-------------------|
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| Continued:  |            |  |                       |                   |
| <b>SLC Holding Company LLC</b>  |            |  |                       |                   |
| <b>Tennessee</b>  |            |  |                       |                   |
| <b>Franklin: 1550 W. McEwen Dr., Ste 200 37067</b>  |            |  |                       |                   |
| Conduit Construction - For Cables or Wires - & Drivers  | 6325       | 135,000  | 5.48                  | 7,398             |
| Construction or Erection Permanent Yard   | 8227       | 50,000   | 4.69                  | 2,345             |
| Building or Property Management - All Other Employees   | 9015       | 250,000  | 3.22                  | 8,050             |
| Salespersons or Collectors - Outside Club - Country, Golf, Fishing, or Yacht - All Employees & Clerical, Salespersons, Drivers            | 8742       | 600,000  | .37                   | 2,220             |
|   | 9060       | 1,750,000  | 1.69                  | 29,575            |
| <b>Subject to</b>   |            |  |                       |                   |
| <b>Voluntary Compensation Endorsement</b>   |            |  |                       |                   |
| Clerical Office Employees NOC   | 8810       | If Any   | .20                   | 0                 |
| <b>Manual Premium</b>   |            |  |                       | <b>\$182,678</b>  |
| Employers Liability Increased Limits Premium  | 9812       |  | .014                  | 2,557             |
| Small Deductible Credit   | 9664       |  | .027                  | (4,932)           |
| Experience Modification(1.02 FNL)   | 9898       | d) 180,303   |                       | 3,606             |
| <b>Modified Premium</b>   |            |  |                       | <b>\$183,909</b>  |
| Schedule Rating   | 9887       |  | .11                   | (20,230)          |
| <b>Standard Premium</b>   |            |  |                       | <b>\$163,679</b>  |
| Premium Discount  | 0063       |  | .0859                 | (14,057)          |
| Terrorism   | 9740       | 11,435,000   | .01                   | 1,144             |
| Catastrophe (other than Certified Acts of Terrorism)  | 9741       | 11,435,000   | .02                   | 2,287             |
| <b>Estimated Premium</b>  |            |  |                       | <b>\$153,053</b>  |
| <b>Texas</b>  |            |  |                       |                   |

## Item 4. Premium - Extension of Information Page

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|---|------------|---|-------------------------------|-------------------|
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| Continued:  |            |   |                               |                   |
| <b>SLC Holding Company LLC</b>  |            |   |                               |                   |
| <b>Texas</b>  |            |   |                               |                   |
| <b>Planto: 1400 J. Avenue 75074</b>   |            |   |                               |                   |
| Contractor - Executive Supervisor   | 5606       | 300,000   | .80                           | 2,400             |
| or Construction Superintendent  |            |   |                               |                   |
| Landscape Gardening & Drivers   | 0042       | If Any  | 3.84                          | 0                 |
| Salespersons, Collectors or   | 8742       | If Any  | .24                           | 0                 |
| Messengers - Outside  |            |   |                               |                   |
| Contractor's Permanent Yard   | 8227       | 130,000   | 2.78                          | 3,614             |
| Clerical Office Employees NOC   | 8810       | 240,000   | .15                           | 360               |
| <b>Manual Premium</b>   |            |   |                               | <b>\$6,374</b>    |
| Waiver of Subrogation Premium   | 0930       |   |                               | 127               |
| Employers Liability Increased Limits Premium  | 9812       |   | .02                           | 130               |
| Experience Modification(1.02 FNL)   | 9898       | d) 6,631  |                               | 133               |
| <b>Modified Premium</b>   |            |   |                               | <b>\$6,764</b>    |
| Schedule Rating   | 9887       |   | .11                           | (744)             |
| Small Deductible Credit   | 9663       |   | .051                          | (307)             |
| <b>Standard Premium</b>   |            |   |                               | <b>\$5,713</b>    |
| Premium Discount  | 0063       |   | .0908                         | (519)             |
| Terrorism   | 9740       | 670,000   | .024                          | 161               |
| <b>Estimated Premium</b>  |            |   |                               | <b>\$5,355</b>    |
| <b>Washington</b>   |            |   |                               |                   |
| Subject to  |            |   |                               |                   |
| Supplemental Employers Liability  |            |   |                               |                   |
| Endorsement   |            |   |                               |                   |
| Total Payroll   | 0003       | If Any  | .05                           | 0                 |
| Terrorism   | 9740       |   | .00                           | 0                 |
| <b>Wyoming</b>  |            |   |                               |                   |

## Item 4. Premium - Extension of Information Page

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| Continued:  |            |   |                               |                   |
| SLC Holding Company LLC   |            |   |                               |                   |
| Wyoming   |            |   |                               |                   |
| Subject to<br>Supplemental Employers Liability<br>Endorsement   |            |   |                               |                   |
| Total Payroll   | 0003       | If Any  | .06                           | 0                 |
| Terrorism   | 9740       |   | .00                           | 0                 |
| Total Premium for SLC Holding Company LLC   |            |   |                               | \$166,477         |
| Total Surcharges and Assessments for SLC Holding Company LLC  |            |   |                               | \$35              |

# NAMED INSURED LINK SCHEDULE

| Name<br>Link<br>Code | Insured Name/Location                   | City     | State | Zip        |
|----------------------|---|----------|-------|------------|
| 001                  | SLC Holding Company LLC                 |          |       |            |
| 001                  | FEIN: 27-0619364                        |          |       |            |
| 001                  | Legal Status: Limited Liability Company |          |       |            |
| 001                  | No Specific Location                    |          | ND    |            |
| 001                  | No Specific Location                    |          | OH    |            |
| 001                  | No Specific Location                    |          | WA    |            |
| 001                  | No Specific Location                    |          | WY    |            |
| 001                  | 410 Park Ave Ste 1500 Unit 8            | New York | NY    | 10022-4407 |
| 001                  | 710 W North Street                      | Raleigh  | NC    | 27603-1419 |
| 001                  | 1550 W. McEwen Dr., Ste 200             | Franklin | TN    | 37067      |
| 001                  | NAIC Code: 236220                       |          |       |            |
| 001                  | No. of Employees: 19                    |          |       |            |
| 001                  | 1400 J. Avenue                          | Planto   | TX    | 75074      |
| 002                  | Southern Land Company                   |          |       |            |
| 002                  | FEIN: 62-1608200                        |          |       |            |
| 002                  | Legal Status: Corporation               |          |       |            |
| 002                  | 1550 W. McEwen Dr., Ste 200             | Franklin | TN    | 37067      |
| 002                  | NAIC Code: 236220                       |          |       |            |
| 002                  | No. of Employees: 19                    |          |       |            |

Policy No. WC7-Z91-462872-014

GPO 4162 R1

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Ed. 11/01/2004



## NAMED INSURED ENDORSEMENT

Item 1 of the Information Page includes the following firms or organizations as insureds.

| Insured Name            | FEIN No.   | Dept. of Labor No. |
|-------------------------|------------|--------------------|
| SLC Holding Company LLC | 27-0619364 |                    |

|                       |            |  |
|-----------------------|------------|--|
| Southern Land Company | 62-1608200 |  |
|-----------------------|------------|--|

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014      Effective Date      Premium \$

Issued to SLC Holding Company LLC





# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## QUICK REFERENCE

|  | Beginning on Page |
|--|-------------------|
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| B. Who is Insured                                | 2                 |
| C. Workers Compensation Law                      | 2                 |
| D. State   | 2                 |
| E. Locations                                     | 2                 |
| <b>Part One – Workers Compensation Insurance</b> |                   |
| A. How This Insurance Applies                    | 2                 |
| B. We Will Pay                                   | 2                 |
| C. We Will Defend                                | 2                 |
| D. We Will Also Pay                              | 2                 |
| E. Other Insurance                               | 3                 |
| F. Payments You Must Make                        | 3                 |
| G. Recovery From Others                          | 3                 |
| H. Statutory Provisions                          | 3                 |
| <b>Part Two – Employers Liability Insurance</b>  |                   |
| A. How This Insurance Applies                    | 3                 |
| B. We Will Pay                                   | 4                 |
| C. Exclusions                                    | 4                 |
| D. We Will Defend                                | 4                 |
| E. We Will Also Pay                              | 5                 |
| F. Other Insurance                               | 5                 |
| G. Limits of Liability                           | 5                 |
| H. Recovery From Others                          | 5                 |
| I. Actions Against Us                            | 5                 |
| <b>Part Three – Other States Insurance</b>       |                   |
| A. How This Insurance Applies                    | 6                 |
| B. Notice  | 6                 |
| <b>Part Four – Your Duties If Injury Occurs</b>  | 6                 |
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| A. Our Manuals                                   | 6                 |
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| C. Remuneration                                  | 6                 |
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| E. Sole Representative                           | 8                 |

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

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

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

### GENERAL SECTION

#### A. The Policy

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

#### B. Who is Insured

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

#### C. Workers Compensation Law

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

#### D. State

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

#### E. Locations

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

## PART ONE – WORKERS COMPENSATION INSURANCE

#### A. How This Insurance Applies

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

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

#### B. We Will Pay

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

#### C. We Will Defend

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

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

#### D. We Will Also Pay

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

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

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

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

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

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

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

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

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

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

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

These statements apply where they are required by law.

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

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

### **PART TWO – EMPLOYERS LIABILITY INSURANCE**

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

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

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

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

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

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

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

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

#### **C. Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801-945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

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

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

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

**E. We Will Also Pay**

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

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

**F. Other Insurance**

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

**G. Limits of Liability**

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

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident. A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

**H. Recovery From Others**

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

**I. Actions Against Us**

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

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

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

## **PART THREE – OTHER STATES INSURANCE**

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

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

### **B. Notice**

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

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

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

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## **PART FIVE – PREMIUM**

### **A. Our Manuals**

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

### **B. Classifications**

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

### **C. Remuneration**

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

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

**D. Premium Payments**

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

**E. Final Premium**

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

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

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

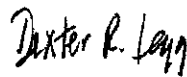
**D. Cancellation**

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.

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



SECRETARY



PRESIDENT



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

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

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

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

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

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

You need not do anything further at this time.

Issued by     Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to     SLC Holding Company LLC



## 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.

**See Attached Schedule**

**Schedule**

| <u>Alternate Employer</u> | <u>Address</u>        | <u>State of Special or<br/>Temporary Employment</u> |
|---------------------------|-----------------------|---|
| If Any                    | Applicable in TX only | State of Hire                                       |

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC

## 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 Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

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

1. **Alternate Employer**  
If Any

**Address**

2. **State of Special or Temporary Employment**  
Any except TX

3. **Contract or Project**

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC



## 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 OH WA WY

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC





## 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 occur 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 the insurance make a recovery from others, they must reimburse us for the benefits we paid them.

### F. Employers Liability Insurance

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

## Schedule

### Employees

All employees not  
subject to the  
Workers Compensation  
Law

### State of Employment

Only the state of TX

### Designated Workers' Compensation Law

State of Hire

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC

## **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.

## Schedule

### Employees

All employees not  
subject to the Workers  
Compensation Law

### State of Employment

All states except  
CA, HI, NJ, TX, WI & WY

### Designated Workers' Compensation Law

State of Hire

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC



## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

### Schedule

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

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC





## PREMIUM DISCOUNT ENDORSEMENT

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

### Schedule

1. Policy Numbers

Estimated Eligible Premium

Total \$

2. Average percentage discount:

%

SEE SCHEDULE GPO 2923

3. If there are no entries in Items 1. and 2. of the Schedule see the Premium Discount Endorsement attached to your policy number:

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC



## NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

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

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC



## 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.**

Not Applicable in Arizona, Massachusetts,  
Oregon and Texas

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC



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

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

For purposes of this endorsement, the following definitions apply:

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

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

| State                         | Schedule<br>Rate | Premium |
|-------------------------------|------------------|---------|
| See Premium Schedule GPO 2923 |                  |         |

Issued by    Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014      Effective Date      Premium \$

Issued to    SLC Holding Company LLC





## TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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

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

### Definitions

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

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

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

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

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

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

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

### Limitation of Liability

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

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

| Schedule     |             |                |
|--------------|-------------|----------------|
| <u>State</u> | <u>Rate</u> | <u>Premium</u> |

Not applicable in Florida.

Issued by    Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014                      Effective Date                      Premium \$

Issued to    SLC Holding Company LLC

## BENEFITS DEDUCTIBLE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because the states listed in the Schedule below are shown in Item 3.A. of the Information Page.

1. Part One (Workers Compensation Insurance) applies only to benefits in excess of the deductible amount shown in the Schedule below.
2. This deductible applies separately to each claim for bodily injury by accident or disease.
3. If the law requires payment on a per accident or per disease basis, this provision applies in place of paragraph 2 above. This deductible applies separately to each accident or disease, regardless of the number of people who sustain injury by such accident or disease.
4. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. If you fail to fully reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.
5. If the statute requires or allows you to pay the deductible amount, this provision applies in place of paragraph 4 above. You will pay the deductible amounts directly to the persons entitled to them. We will be your guarantor for those payments. If we pay the deductible amount as guarantor, you must reimburse us within 30 days after we send you notice that payment is due. If you fail to reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

## BENEFITS DEDUCTIBLE ENDORSEMENT

| <u>State</u> | Schedule   |                                      |  |
|--------------|--|--------------------------------------|--|
|              | <u>Indemnity and Medical<br/>Deductible Amount</u> | <u>Medical<br/>Deductible Amount</u> | <u>Indemnity<br/>Deductible Amount</u> |
| NC           | 2,500  |                                      |  |
| TN           | 2,500  |                                      |  |

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014

WC 00 06 03

Page 2 of 2

Ed. 02/1991

## NEW YORK LIMIT OF LIABILITY ENDORSEMENT

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

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014

WC 31 03 08

Page 1 of 1

Ed. 04/01/1984



## NEW YORK BENEFITS DEDUCTIBLE ENDORSEMENT

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

1. Part One (Workers Compensation Insurance) applies only to benefits in excess of a deductible amount of \$2500. This deductible applies separately to each occurrence.
2. We will pay the deductible amount for you, but you must reimburse us promptly after we send you notice that payment is due.
3. The maximum amount you are obligated to reimburse us is an amount equal to your estimated annual premium at the inception of the policy to which this endorsement applies.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014

WC 31 03 15 A

Page 1 of 1

Ed. 4/01/1994





# NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM EXPLANATORY ENDORSEMENT

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

The declarations section of this policy will show a credit of 0.00% if you are not eligible for this credit, or if you are eligible for this credit and have not yet applied for a credit. Credits are earned for average wages in excess of \$23.24 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

|      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|
| 0042 | 5057 | 5193 | 5429 | 5491 | 5606 | 6003 | 6229 | 6325 | 9526 |
| 3365 | 5059 | 5213 | 5443 | 5506 | 5610 | 6005 | 6233 | 6400 | 9527 |
| 3724 | 5069 | 5221 | 5445 | 5507 | 5645 | 6017 | 6235 | 6701 | 9534 |
| 3726 | 5102 | 5222 | 5462 | 5508 | 5648 | 6018 | 6251 | 7536 | 9539 |
| 3737 | 5160 | 5223 | 5473 | 5536 | 5651 | 6045 | 6252 | 7538 | 9545 |
| 5000 | 5183 | 5348 | 5474 | 5538 | 5701 | 6204 | 6260 | 7601 | 9549 |
| 5022 | 5184 | 5402 | 5479 | 5545 | 5703 | 6216 | 6306 | 7855 | 9553 |
| 5037 | 5188 | 5403 | 5480 | 5547 | 5709 | 6217 | 6319 | 8227 |      |
| 5040 | 5190 | 5428 |      |      |      |      |      |      |      |

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing) for the third quarter, as reported to taxing authorities, for the year preceding the policy date. Total payroll is to continue to be reported for employees engaged in the construction of one or two-family residential housing. For example:

| <u>POLICY EFFECTIVE DATE</u> | <u>THIRD QUARTER PAYROLL</u> |
|------------------------------|------------------------------|
| 4/1/12 thru 3/31/13          | 2011                         |
| 4/1/13 thru 3/31/14          | 2012                         |
| 4/1/14 thru 3/31/15          | 2013                         |
| 4/1/15 thru 3/31/16          | 2014                         |
| 4/1/16 thru 3/31/17          | 2015                         |
| 4/1/17 thru 3/31/18          | 2016                         |

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately nine months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Field Services Department, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017.

Applications must be received by the Rating Board three (3) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the policy effective and expiration date, however, it must be accompanied by a letter stating the reason for the delay. Under no circumstances will an application be accepted for any policy if it is received after the expiration date of the policy. For short-term policies the application must be received prior to the expiration date of the short-term policy. If it is received after the policy expiration, no credit will be calculated.

The New York Workers Compensation and Employers Liability Insurance Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

For online entry of the information requested on this form refer to: <http://cpap.nycirb.org/>

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC

## NEW YORK PENDING PAYROLL LIMITATION AND PREMIUM DIFFERENTIAL ENDORSEMENT

The Construction Employment Payroll Limitation Law (S7744/A11294) requires a payroll limitation and territory premium differential on policies for all employers subject to the Law with an anniversary rating date on or after October 1, 1999. The code(s) currently on your policy may be subject to the Law.

The requirements of the Law may be applied during the policy period or may be applied at time of audit.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014



## NORTH CAROLINA AMENDED COVERAGE ENDORSEMENT

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

The Cancellation Condition of the policy is replaced by this Condition:

### D. Cancellation and Nonrenewal

#### 1. You may cancel this policy.

If you 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.

(a) If this policy has been in effect for fewer than 60 days and is not a renewal policy, we may cancel this policy for any reason by giving you at least 30 days prior written notice of cancellation and the reasons for cancellation by registered or certified mail, return receipt requested.

(b) If this policy has been in effect for at least 60 days or is a renewal policy, we may not cancel this policy without your prior written consent, except for any one of the following reasons:

(1) Nonpayment of premium in accordance with the policy terms.

(2) An act or omission by you or your representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy.

(3) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by you and us at the time of assumption of the risk.

(4) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

(5) A fraudulent act against us by you or your representative that materially affects the insurability of the risk.

(6) Willful failure by you or your representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

(7) Loss of facultative reinsurance or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

(8) Your conviction of a crime arising out of acts that materially affect the insurability of the risk.

(9) A determination by the Commissioner that the continuation of this policy would place us in violation of the laws of North Carolina.

(10) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

(c) If we cancel for any of the reasons listed in paragraph (b), we must provide you with at least 15 days prior written notice of cancellation stating the precise reason for cancellation. We may provide this notice by registered or certified mail, return receipt requested, to you and any other person designated in the policy to receive notice of cancellation at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Whenever notice of cancellation is given by registered or certified mail, cancellation will not be effective unless and until that method is employed and completed. Notice of cancellation may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure. Failure to send notice as provided in this paragraph to any other person designated in the policy to receive notice of cancellation invalidates the cancellation only as to that other person's interest.

(d) Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date stated in the notice of cancellation.

3. We may refuse to renew this policy:
- (a) If this policy is for a term of one year or less, we must provide you with notice of nonrenewal at least 45 days prior to the expiration date of the policy.
  - (b) If this policy is for a term of more than one year or for an indefinite term, then to nonrenew the policy at the policy anniversary date we must provide you with notice of nonrenewal at least 45 days prior to the anniversary date of the policy.
  - (c) The notice of nonrenewal must state the precise reason for nonrenewal. Failure to send this notice, as provided in paragraphs 3 and 5, to any other person designated in the policy to receive this notice invalidates the nonrenewal only as to that other person's interest.
  - (d) Any nonrenewal attempted or made that is not in compliance with paragraphs (a), (b) and (c) is not effective. Paragraphs (a), (b) and (c) do not apply if you have obtained insurance elsewhere, have accepted replacement coverage, or have requested or agreed to nonrenewal.
- (4) Whenever we lower coverage limits, raise deductibles, or raise premium rates for reasons within our exclusive control and other than at your request, we will mail you written notice of the change at least 30 days in advance of the effective date of the change. As used in this paragraph, the phrase, "reasons within our exclusive control" does not mean experience modification changes, exposure changes, or loss cost rate changes.
- (5) We must provide the notice required by paragraphs 3 and 4 by mail to you and any other person designated in the policy to receive this notice at the addresses shown in the policy or, if not indicated in the policy, at the last known addresses. Mailing copies of the notice by regular first-class mail satisfies the notice requirements of paragraphs 3, 4 and 5.
- (6) We will also send copies of the notice required by this endorsement to the agent or broker of record, though failure to send copies of the notice to the agent or broker of record will not invalidate a cancellation or nonrenewal. Mailing copies of the notice by regular first-class mail to the agent or broker of record satisfies the requirements of this paragraph. Notice of nonrenewal may also be given by any method permitted for service of process pursuant to Rule 4 of the North Carolina Rules of Civil Procedure.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC

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

This endorsement is being sent to you with respect to your workers compensation and employers liability insurance policy.

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

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

Your policy provides coverage for workers compensation losses caused by acts of terrorism or war, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

**The premium charge for the coverage your policy provides for terrorism or war losses may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.**

You need not do anything further at this time.

Issued by    Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to    SLC Holding Company LLC





## 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.

## **TEXAS AMENDATORY ENDORSEMENT**

### **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.

## TEXAS AMENDATORY ENDORSEMENT

### 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 Workers' Compensation Commission.
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30<sup>th</sup> day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10<sup>th</sup> 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 Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancellation of this policy effective when the other policy starts.

## 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 shall 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 Workers' Compensation Commission. You may, in writing, elect to waive this notification requirement.

## TEXAS AMENDATORY ENDORSEMENT

We shall, 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 30<sup>th</sup> 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.

**COMPLAINT NOTICE:** SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURES IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014

WC 42 03 01 F

Page 4 of 4

Ed. 01/01/2000

## 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:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2.0 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:

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014



**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 is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014

WC 42 04 07

Page 1

Ed. 03/23/2002





## TEXAS ACCIDENT DEDUCTIBLE ENDORSEMENT

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

1. Part One (Workers' Compensation Insurance) applies only to benefits in excess of the deductible amount shown in the Schedule below. This deductible applies separately to each person who sustains bodily injury by disease and separately to all bodily injuries arising out of any one accident covered under the policy.
2. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. We will send you notice that payment is due on a periodic basis, but not more frequently than on a monthly basis. If you fail to fully reimburse us when due, we may cancel the policy for nonpayment of premium. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

### Schedule

Accident Deductible Amount

5000

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014



## WYOMING AMENDATORY ENDORSEMENT

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

### PART TWO - EMPLOYERS LIABILITY INSURANCE

- D. **We Will Defend** is amended by addition of the following:  
The tender of policy limits before judgment or settlement does not relieve us of the duty to defend.

### PART SIX - CONDITIONS

- D. **Cancellation** is amended to read:
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. If the policy has been in effect for 60 days or more, or is a renewal of a previously existing policy for a term longer than 60 days, we may cancel only for one of the following reasons:
    - a. Failure to pay premium when due.
    - b. The policy was issued because of a material misrepresentation of fact.
    - c. There is a substantial change in the risk assumed, except to the extent that we should have reasonably foreseen or contemplated the change at the time that the policy was written.
    - d. There is a substantial breach of contractual duties, conditions, or warranties.
  3. We will deliver to you and your agent, or mail to you and your agent, written notice of cancellation at your last known address. Proof of mailing shall be sufficient proof of notice.
  4. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least 10 days before the cancellation is to take effect. If we cancel for any other reason, except a material misrepresentation of fact, we will mail the notice of cancellation not less than 45 days before the cancellation is to take effect. Our notice will state the reasons for cancellation.

#### Nonrenewal

We may elect not to renew the policy. We will deliver to you and your agent, or mail to you and your agent, written notice at your last known address, not less than 45 days prior to the expiration or anniversary date of the policy. Our notice of nonrenewal will state the reasons for nonrenewal.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014



## KNOWLEDGE AND NOTICE OF OCCURRENCE ENDORSEMENT

It is understood and agreed that the following is added to paragraph 3 of PART FOUR - YOUR DUTIES IF INJURY OCCURS.

Your duty to give us all notices, demands and legal papers related to the injury, claim, proceedings or suit does not apply to the knowledge of such injury, claim, proceedings or suit, known by any agent, servant, employee, contractor or sub contractor, unless you have designated such person as a representative of the First Named Insured for this policy.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014



## UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

It is understood and agreed that the following condition is added to PART SIX-CONDITIONS.

It is agreed that in the event of your unintentional failure to disclose all hazards, prior occurrences or factual information on applications, supplements or other documents existing as of the inception date of this policy, will not prejudice the coverage provided under this policy.

You agree to notify us in writing of such failure to disclose all hazards, prior occurrences or factual information on applications, supplements or other documents as soon as you are aware of such failure.

This endorsement does not change any of the provisions in PART FIVE - PREMIUM to classify, audit or determine premium. Furthermore this endorsement does not change any of the provisions in items 2. and 4. of PART SIX - CANCELATION.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WC7-Z91-462872-014





## WASHINGTON AMENDATORY

This endorsement applies only to the insurance provided by the policy because Washington is shown in Item 4. of the Information Page.

1. **Part Five – Premium, item E. Final Premium** is replaced by the following:

**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 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.

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.

If a dollar amount is shown next to "Minimum Premium" on the Information Page, the amount shown is the lowest premium amount for which you are responsible. If you cancel and you are not retiring from business, the total earned premium will not be less than the minimum premium.

2. **Part Six - Conditions, item D. Cancellation** is replaced by the following:

**D. Cancellation**

1. You may cancel this policy by notifying us or the insurance producer in one of the following ways:
  - (1) Written notice by mail, fax or email;
  - (2) Surrender of the policy or binder; or
  - (3) Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- (1) The date on which notice is received or the policy or binder is surrendered; or
- (2) The date of cancellation requested by you.

If you provide verbal notice of cancellation to us, we may require you to provide written confirmation of cancellation, but we may not impose a waiting period for cancellation by requiring such written confirmation.

2. We may cancel this coverage part by mailing or delivering to you, your agent or broker and any pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, written notice of cancellation, at the last mailing addresses known to us, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 45 days before the effective date of cancellation if we cancel for any other reason.

3. Notice of cancellation will state the actual reason for cancellation and the effective date of cancellation. The policy period will end on that date.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. **Part Six - Conditions, item E. Sole Representative** is replaced by the following:

**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 or to give us notice of cancellation. If we cancel this policy, we will give each named insured notice of cancellation.

4. **Part Six - Conditions, item F. Nonrenewal** is added:

**F. Nonrenewal**

We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to you and your agent or broker, at the last mailing addresses known to us. We will also mail written notice to any other person shown in this policy to have an interest in any loss which may occur under this policy at the mailing address last known to us. We will mail or deliver these notices at least 45 days before the:

1. Expiration of the policy; or
2. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

1. You fail to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker at least 20 days before the expiration date; or
2. Other coverage has been procured by you prior to the expiration date of the policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC

## PARTICIPATING PROVISION

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

### Texas:

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by the Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code of 1951, as amended.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014      Effective Date      Premium \$

Issued to SLC Holding Company LLC



## NORTH DAKOTA AMENDATORY

This endorsement applies only to the insurance provided by the policy because North Dakota is shown in Item 4. of the Information Page.

Paragraph **G. - Audit** under **PART FIVE - PREMIUM** is replaced with the following:

### **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 180 days after the policy period ends unless you agree otherwise. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC



## NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### Schedule

**Name of Other Person(s) /  
Organization(s):**

**Email Address:**

Per Schedule on File

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-Z91-462872-014

Effective Date

Premium \$

Issued to SLC Holding Company LLC





## NEW YORK WORKERS COMPENSATION SECURITY FUND RECOUPMENT

Companies writing workers compensation insurance business in New York are required to participate in the New York Workers' Compensation Security Fund. If a company becomes insolvent, the security fund settles unpaid claims and assesses each insurance company for its fair share.

New York law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged "NY surcharge", an amount will be displayed on your premium notice.



## **POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION**

In the event you need to contact someone about this policy for any reason, please contact your Sales Representative or Producer of Record as shown on the policy Declarations or Information Page.

If you have additional questions, you may contact the company at the following address:

**Liberty Mutual Insurance  
175 Berkeley Street  
Boston, MA 02116  
(617) 357-9500 Ext. 41015**



## NEW YORK NOTICE TO EMPLOYERS

The Construction Employment Payroll Limitation Law, enacted under Senate Bill S7744 and Assembly Bill A11294, provides a more equitable distribution of premium between high wage paying and low wage paying employers in the construction industry. The Law applies to employers with an anniversary rating date on or after October 1, 1999. One or more of the classification codes applicable to your policy may be subject to the Payroll Limitation Law. The Law does not, however, apply to employment engaged in the construction of one or two family residential housing.

Your overall premium may increase or decrease depending upon geographic territories and/or payroll limitations. The actual weekly payroll of each employee performing employments subject to an eligible classification code is subject to the following limitations:

- a maximum of \$900 per week plus 1/2 of the difference between the employee's total payroll and the limited payroll for policies with effective dates beginning October 1, 1999 and ending September 30, 2000;
- a maximum of \$900 per week for policies with effective dates beginning October 1, 2000 and ending September 30, 2001;
- a maximum of \$800 per week for policies with effective dates beginning October 1, 2001 and ending September 30, 2002; and
- a maximum of the greater of \$750 or the weekly wage upon which the maximum weekly benefit is based for policies with effective dates on or after October 1, 2002.

The construction employment geographic territories are:

Territory 1- Counties of The Bronx, Kings, New York, Queens and Richmond

Territory 2- Counties of Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk and Westchester

Territory 3- All other counties within the State

**Please note that since your operations may be subject to the law, an employer with an eligible classification code is required to maintain true and accurate weekly records for each employee that shows:**

1. Each employee's total weekly wages and hours worked;
2. The type of work performed;
3. The geographic territory in which the work was performed; and,
4. Whether or not the work was performed on commercial structures or on one/two family residential housing.

If you have any questions regarding this law, please contact your agent, broker or insurance carrier underwriter.



**TENNESSEE POLICYHOLDER NOTICE  
RATE REVIEW REQUESTS**

In the event that you would like to request that we review the application of our rating system to your insurance coverage, please send a written request to us at the address indicated below and include the following:

- (a) Your name, address, daytime telephone number, policy number and your Federal Employer Identification Number (FEIN);
- (b) An explanation of what you are disputing; and
- (c) A statement of the relief you are seeking.

Please feel free to include any other information or copies of any other documentation you think is relevant or supports your position.

Upon receipt of your written request we will review, consider and respond in writing within 30 days. Our response will inform you of our decision on the merits of the request and explain the reason(s) for that decision. If our decision remains adverse to you, any further appeal of the rate review shall be filed timely and pursuant to the procedures set forth at T.C.A. § 56-5-309 and all rules and regulations related to this statute or otherwise adopted in Tennessee.

Requests for a review of our rating system should be sent to:

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





## IMPORTANT CONTRACTOR NOTICE

Do you employ contractors or subcontractors?

Do you hire vehicles with drivers or helpers?

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

### Why?

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

### AVOID these costs . . . . .

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



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

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

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

This Notice tells you:

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

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

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

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

**1. INFORMATION WE MAY COLLECT**

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

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

## **2. HOW THE INFORMATION IS USED**

We use NPPI:

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

## **3. TO WHOM INFORMATION IS DISCLOSED**

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

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

## **4. HOW WE PROTECT INFORMATION**

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

## Cover Page

### RISK CONTROL SERVICES IMPORTANT INFORMATION TO POLICYHOLDERS TEXAS WORKERS COMPENSATION

Pursuant to Texas Labor Code §411.066, Liberty Mutual Insurance is required to notify its policyholders that accident prevention services are available from Liberty Mutual Insurance at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Liberty Mutual Insurance 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 Liberty Mutual Insurance at 1-866-757-7324 and [RCConsultingCenter@LibertyMutual.com](mailto:RCConsultingCenter@LibertyMutual.com) for accident prevention services, or 1-877-397-2255 and [RTWTexas@LibertyMutual.com](mailto:RTWTexas@LibertyMutual.com) for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Liberty Mutual Insurance 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.

WC7-Z91-462872-014  
SLC HOLDING COMPANY LLC  
1550 WEST MCEWEN SUITE 200  
FRANKLIN TN 37067

