

CHUBB®

CHUBB GROUP
CENTRALIZED OPERATIONS
1 BEAVER VALLEY ROAD
WILMINGTON, DE 19803

CBNA BARLETTA PHASE IIIA CSO JV
SAUNDERS DRILLING & BLASTING CO., I
68 MAIN STREET
LANCASTER MA 01523

DWP

OFFICE 61760 101150 DWP 20210811 SO.TYP C5683669A

BEGINNING OF POLICY

OFFICE 61760 101150 DWP 20210811 SO.TYP C5683669A





ACE AMERICAN INSURANCE COMPANY
436 Walnut Street
P.O. Box 1000
Philadelphia, PA 19106 - 3703

SAUNDERS DRILLING & BLASTING CO., INC.
68 MAIN STREET
LANCASTER MA 01523

STANDARD
WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY

(A stock insurance company)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
QUICK REFERENCE

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

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

ISSUING COMPANY
ACE AMERICAN INSURANCE COMPANY
NCCI CARRIER CODE
12165

Workers' Compensation and Employers Liability Insurance Policy Information Page

POLICY NUMBER Symbol: WLR Number: C5 68 36 69 A	
PREVIOUS POLICY NO. Symbol: Number:	

☒ New
 ☐ Renewal
 ☐ Rewrite
☐ Individual
 ☐ Partnership
 ☐ Association
☒ Corporation
 ☐ Joint Venture
 ☐ Other Legal Entity

Item 1.
Named
Insured

SAUNDERS DRILLING & BLASTING CO., INC.
68 MAIN STREET
LANCASTER MA 01523

Inter/Intrastate ID No.:

Federal Employer ID No.: 043132133

Mailing
Address

Employer's ID No.:

PIIC CODE: 1542

For other named insured see Extension of Information Page – Schedule of Named Insured, WC 99 99 99 A

For other workplaces see Extension of Information Page – Schedule of Other Workplaces, WC 99 99 99 B

Item 2. Policy period: From 08-06-2021 To 12-19-2021 12:01 A.M., standard time at the named insured's mailing address.

Item 3A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
RI

Item 3B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 2,000,000

each accident

Bodily Injury by Disease \$ 2,000,000

policy limit

Bodily Injury by Disease \$ 2,000,000

each employee

Item 3C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT

ND, OH, WA, WY,

AND STATES DESIGNATED IN ITEM 3.A

Item 3D. This Policy includes these endorsements and schedules:

See schedule of Forms and Endorsements WC999999D

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

SEE EXTENSION OF INFORMATION PAGE –CLASSIFICATIONS

If indicated here, interim adjustments of premium will be made:

☐ Semi-Annually ☐ Quarterly ☐ Monthly

Minimum Premium collected in RI \$ 489.

Total Estimated Premium \$ 308.

Deposit Premium \$

PRODUCER NAME AND MAILING ADDRESS

WILLIS TOWERS WATSON

SOUTHEAST INC

P O BOX 10607

BIRMINGHAM AL 35202

PRODUCER CODE: 101150 62-1404453 DWU

MARKETING OFFICE: DALLAS CON. WRAP-UP

ISSUE DATE: 08/11/2021



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
Policy Period 08-06-2021 TO 12-19-2021	Policy Number Symbol: WLR Number: C5683669A
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 08-06-2021
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement applies only to the work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. **Limits of Liability** of Part Two (Employers Liability Insurance) is replaced by the following:

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. 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-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page or in the Schedule.

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

If any state is named in item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in item 3.A. of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers' Liability Act.

Schedule

1. Limits of Liability

Bodily Injury by Accident	\$ 2,000,000	each accident
Bodily Injury by Disease	\$ 2,000,000	aggregate

2. State

IN ANY

This endorsement is not applicable in TX, MI.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

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LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT

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

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

C. **Workers' Compensation Law**

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

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

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

Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
RHODE ISLAND	1.840

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



Authorized Agent

Workers' Compensation and Employers' Liability Policy

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MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. How This Insurance Applies is replaced by the following:

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 arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
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.
6. 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.

C. Exclusions is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. We Will Defend is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. 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—aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port. 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.

Schedule

1. Description of work:

IF ANY

2. Transportation, Wages, Maintenance, and Cure Premium \$ INCLUDED

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability

Bodily Injury by Accident \$ 2,000,000 each accident

Bodily Injury by Disease \$ 2,000,000 aggregate



Authorized Representative

Workers' Compensation and Employers' Liability Policy

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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
DOES NOT APPLY TO ANY EMPLOYEE
LEASE CONTRACT/ARRANGEMENT
2. State of Special or Temporary Employment
ANY STATE SHOWN IN ITEM 3A OF THE INFORMATION PAGE
3. Contract or Project

This endorsement is not applicable in the states of AK, HI, MI, OK and TX.



Authorized Representative

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DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from:

ANY LOCATION EXCEPT:

PAWTUCKET TUNNEL PROJECT 755 SCHOOL ST. PAWTUCKET, RI 02860.
COVERAGE ALSO APPLIES, TO ONGOING OPERATIONS CONDUCTED IN ADJACENT
STAGING AREAS, LAY-DOWN AREAS, FABRICATION AREAS, STORAGE AREAS,
PARKING AREAS, OFFICES, DEDICATED OFF-SITE LOCATIONS FOR PRECAST SEGMENT
FABRICATION AS WELL AS SOIL HANDLING AND OTHER SIMILAR LOCATIONS AWAY
FROM THE PROJECT ADDRESS SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT
PROVIDED THE OPERATIONS ARE DIRECTLY RELATED TO THE COVERED PROJECT
SHOWN IN THE SCHEDULE.

This endorsement is not applicable in the states of CA, ND, OH, PA, WA and WY.



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Workers' Compensation and Employers' Liability Policy

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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.

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

Schedule

Employee

ANY EMPLOYEE EXEMPT FROM THE WORKERS COMPENSATION LAW; NJ & WI ARE EXCLUDED.

State of Employment

ALL STATES LISTED UNDER ITEM 3.A. OF THE INFORMATION PAGE EXCEPT NJ & WI

Designated Workers Compensation Law

STATE OF HIRE

This endorsement is not applicable in the states of CA, HI, and NJ.



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Workers' Compensation and Employers' Liability Policy

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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 any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



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90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

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



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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.**

For the states of MA, OR, refer to state specific endorsement.
This endorsement is not applicable in AZ, MI and TX.



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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 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- a. 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.
- b. Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- c. Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - It is an act that is violent or dangerous to human life, property, or infrastructure;
 - 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
 - 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.
- d. Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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

Schedule

State
RI

Rate
0.00000

Premium
\$ 0

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

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Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

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

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

Definitions

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

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

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

- The act is an act of terrorism.
- The act is violent or dangerous to human life, property, or infrastructure.
- 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.
- The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

- Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State
RI

Schedule
Rate
0.00000

Premium
\$ 0

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
	Policy Number Symbol: WLR Number: C5683669A
Policy Period 08-06-2021 TO 12-19-2021	Effective Date of Endorsement 08-06-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
RI	ESTIMATED ANNUAL PREMIUM	2



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
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Policy Period 08-06-2021 TO 12-19-2021	Effective Date of Endorsement 08-06-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CIVIL UNIONS OR DOMESTIC PARTNERSHIPS

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

All other terms and conditions remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
Policy Period 08-06-2021 TO 12-19-2021	Policy Number Symbol: WLR Number: C5683669A
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 08-06-2021
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CONTROLLED INSURANCE PROGRAM - AMENDATORY ENDORSEMENT

This endorsement applies because the policy is providing workers compensation coverage as part of a Controlled Insurance Program. The Project Sponsor of this Controlled Insurance Program is:

CBNA BARLETTA PHASE IIIA CSO JV

("Project Sponsor").

This policy is amended to reflect the following changes and/or additions to clarify the policy provisions as they apply to the operations of Controlled Insurance Programs.

General Section, Item E. **Location** is replaced with the following:

E. Locations

This policy covers operations conducted at the workplace defined in the Designated Workplace Exclusion.

Part Five - Premium, Item D. is replaced with the following:

D. Premium Payments

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

Part Five - Premium, Item E. is replaced with 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 Project Sponsor paid to us, the Project Sponsor must pay us the balance. If it is less, we will refund the balance to the Project Sponsor. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

Part Six - Conditions, Item E. **Sole Representative** is replaced with the following:

E. Sole Representative

The Project Sponsor will act on behalf of the insured named in Item I of the Information Page with respect to changes in this policy, premium payments, receiving return premiums, giving or receiving notice of cancellation, claim payments, claim information and claim settlement agreements.

F. Deductible Endorsement

The deductible endorsement attached to and made part of this policy applies solely with respect to the Project Sponsor. The duty to reimburse the insurance company and to provide collateral to secure the obligation to reimburse is solely the duties of the Project Sponsor.

All other terms, conditions and exclusions of this Policy remain unchanged.

State Exceptions:

California

General Section, Item E. **Location** is amended to read:

E. Locations

This policy covers operations conducted at the workplace shown in Item I. of the Information Page.

Illinois

Part Six - Conditions, Item E. **Sole Representative** is amended to read:

E. Sole Representative

The Project Sponsor will act on behalf of the insured named in Item I of the Information Page with respect to changes in this policy, premium payments, receiving return premiums, claim payments, claim information and claim settlement agreements.


Indiana

General Section, Item E. **Location** is amended to read:

E. Locations

This policy covers operations conducted at the workplace shown in Item I. of the Information Page.

This endorsement is not applicable in the states of CT, FL, NC, ND, NJ, NY, OH, TN, WA, WI or WY.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
Policy Period 08-06-2021 TO 12-19-2021	Policy Number Symbol: WLR Number: C5683669A
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 08-06-2021
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

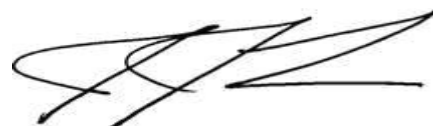
UNINTENTIONAL ERRORS AND OMISSIONS

PART SIX - CONDITIONS is amended by the addition of the following:

- F. Unintentional errors or omissions in representations made to us or our agent by you or any other insured before the inception of this policy will not impair your rights under this policy.

This endorsement is not applicable in the states of CT, MI, MN, NC, NJ, TN and WI.

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



Authorized Representative

Workers' Compensation and Employers' Liability Policy

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

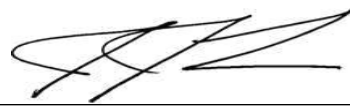
TWO OR MORE POLICIES ISSUED BY US

The following paragraph is added to **G. Limits of Liability** under **PART TWO – EMPLOYERS LIABILITY**:

4. If this policy and any other policy issued to you by us, or any company affiliated with us, apply to the same accident or disease, the maximum limit of liability under all applicable policies for such accident or disease shall not be greater than the highest applicable limit of liability under any one such policy for Bodily Injury by Accident or Bodily Injury by Disease.

This provision does not apply to any policy we, or any company affiliated with us, issue to an insured that by its terms specifically provides coverage that is excess over other applicable insurance.

This endorsement is not applicable in the states of AK, AZ, CT, FL, NJ, NY, NC, TN and WI.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTIFICATION OF PREMIUM ADJUSTMENT

For the states and lines of business in which regulatory approval has been granted for the NCCI Large Risk Alternative Rating Option, the ISO Large Risk Alternative Rating Option, or the independently filed Chubb Large Risk Rating Plan, the premiums for this policy will be adjusted in accordance with the Notice of Election, signed by you.

This endorsement is not applicable in the states of CA, FL, NJ, TX, and WI.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

AGGREGATE PROTECTION ENDORSEMENT-- SHORT FORM

This policy is subject to the terms of the Aggregate Protection Endorsement attached to
Policy # G7247126A.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

DEDUCTIBLE ENDORSEMENT

1. This agreement is between you and us. It does not change the rights of others under this Policy.
2. We will pay and you will reimburse us for all payments we make on your behalf as benefits under Part One - Workers' Compensation Insurance of this Policy or as damages under Part Two - Employers' Liability Insurance of this Policy up to the amount of the Deductible Limits shown in the Schedule.
3. When used in this Endorsement:

"Incident Deductible Limit" shall mean the amount of benefits or damages because of (a) bodily injury by disease applied separately to each employee or (b) bodily injury by accident applied separately to each occurrence, to which this insurance applies and for which you have a duty to reimburse us under this Policy.

"Aggregate Deductible Limit" shall mean the most you must reimburse us for the sum of all benefits or damages to which this insurance applies.
4. We will provide investigation, administration, adjustment and settlement services, and shall provide the defense of claims or suits for which this Policy provides coverage.
5. You will reimburse us for all expenses, costs and interest which we pay in connection with the investigation, administration, adjustment, settlement or defense of any claim or suit arising from coverages under this Policy. Check one box only:

☐ These expenses, costs and interest are separate from, and in addition to, the Incident Deductible Limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.

☒ These expenses, costs and interest are part of, and included in, the Incident Deductible limit and the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
6. You will also reimburse us for all assessments which are not included in the Policy premium that we may incur including those based on the total amounts associated with the Deductible obligation of this Endorsement. These assessments are also separate from, and in addition to, the Aggregate Deductible Limit shown below in the Schedule in Paragraph 10.
7. Under Part Two - Employers' Liability Insurance, the terms of this Policy, including those with respect to (a) our right and duty with respect to the defense of suits and (b) your duties in the event of an injury, apply irrespective of the application of any Deductible Limit. The Deductible Limit is within, and does not increase, the applicable Limits of Liability under Part Two - Employers' Liability Insurance of this Policy.
8. If we cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will be reduced to a pro-rata amount based on the time this Policy was in force. If you cancel this Policy, the Aggregate Deductible Limit shown (if any) in the Schedule will not be reduced if you cancel this Policy for any reason other than retiring from business. If you cancel this Policy as a result of your retiring from business, the Aggregate Deductible Limit will be reduced to a pro-rata amount based on the time this Policy was in force.

9. Cancellation

Paragraph D. Cancellation of PART SIX - CONDITIONS of the Policy is extended to include the following Item 5;

5. If you fail to deliver an amended or additional or substitute collateral required by us to secure your obligations under this Deductible Endorsement, or if you fail to reimburse us for any of your obligations under this Deductible Endorsement, we may cancel this Policy in accordance with items 2., and 3., and 4. above.

10.

SCHEDULE

Incident Deductible Limit

Per the Notice of Election, executed by CBNA BARLETTA PHASE IIIA CSO JV

Aggregate Deductible Limit

Per the Notice of Election, executed by _____

11. All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

Named Insured: SAUNDERS DRILLING & BLASTING CO., INC.

Accepted and Agreed to by: _____

Title: _____

For the states of AK, AZ, CA, CT, FL, HI, KS, LA, MA, MO, MT, NC, NY, OK, OR, PA, TX, VA, WV refer to state specific endorsements. For the state of MN, if no state specific deductible endorsement attached, this endorsement applies.

This endorsement is not applicable in WI.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

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EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT

Paragraphs A. and B. below apply to all States shown in item 3.A. of the Information Page except as indicated below.

A. EARLIER NOTICE OF CANCELLATION

For any statutorily permitted reason, other than nonpayment of premium, the minimum number of days required for notice of cancellation as provided in either the Cancellation Condition of the policy or as amended by any applicable state cancellation endorsement is increased to 90 days.

If the state cancellation endorsement provides for more than the number of days notice of cancellation shown above, this provision does not apply.

B. EARLIER NOTICE OF NON-RENEWAL

If we decide not to renew this policy for any reason other than non payment of premium, the minimum number of days for notice of non-renewal as provided by any applicable state non-renewal endorsement is increased to 90 days.

If the state non-renewal endorsement provides for more than the number of days notice of non-renewal shown above, this provision does not apply.

State Exceptions

ARIZONA Not applicable - Paragraph A

NEW JERSEY Not applicable

WISCONSIN Not applicable



Authorized Agent

Workers' Compensation and Employers' Liability Policy

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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

This endorsement is not applicable in: AZ, CT, FL, MN, NJ, TN, VA and WI.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
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FORM AND ENDORSEMENT SCHEDULE

WC 000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 000001A	CONTRACT INFORMATION PAGE
WC 000104A	FEDERAL EMPLOYERS LIABILITY ACT COVERAGE ENDORSEMENT
WC 000106A	LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT
WC 000201B	MARITIME COVERAGE ENDORSEMENT
WC 000301A	ALTERNATE EMPLOYER ENDORSEMENT
WC 000302	DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT
WC 000311A	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 000313	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC 000414A	90-DAY REPORTING REQUIREMENT-NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 000419	PREMIUM DUE DATE ENDORSEMENT
WC 000421E	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC 000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
08020261	CIVIL UNIONS OR DOMESTIC PARTNERSHIPS
WC 990334	CONTROLLED INSURANCE PROGRAM - AMENDATORY ENDORSEMENT
WC 990355	UNINTENTIONAL ERRORS AND OMISSIONS
WC 990391A	TWO OR MORE POLICIES ISSUED BY US
WC 990409	NOTIFICATION OF PREMIUM ADJUSTMENT
WC 990412	AGGREGATE PROTECTION ENDORSEMENT SHORT FORM
WC 990661B	DEDUCTIBLE ENDORSEMENT
WC 990697	EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL ENDORSEMENT



(Authorized Representative)

Workers' Compensation and Employers' Liability Policy

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FORM AND ENDORSEMENT SCHEDULE

WC 990773	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
WC 999999D	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 380401B	RI RHODE ISLAND SHORT RATE CANCELLATION ENDORSEMENT
WC 380601	RI RHODE ISLAND DIRECT LIABILITY STATUTE ENDORSEMENT
WC 380602	RI RHODE ISLAND SAFETY INSPECTION ENDORSEMENT



(Authorized Representative)

DOC 6178 08-11-2021 DWU

ISSUING COMPANY
ACE AMERICAN INSURANCE COMPANY
NCCI CARRIER CODE
12165

EXTENSION OF INFORMATION PAGE-CLASSIFICATION

POLICY NUMBER

Symbol: WLR Number: C5 68 36 69 A

☒

New

☐

Renewal

☐

Rewrite

PREVIOUS POLICY NO.

☐

Individual

☐

Partnership

Symbol:

Number:

☒

Corporation

☐

RHODE ISLAND

Complete Item 4. of the Information Page

Classifications	Code No.	Premium Basis	Rate	Estimated Premium
		Estimated Total Remuneration	Per \$100 of Remuneration	
CBNA BARLETTA PHASE IIIA CSO JV				
LHW - IF ANY BASIS	5606F	IF ANY	1.05	0.
CONTRACTOR - PROJECT MANAGER, CONSTRUCTION	5606	IF ANY	.57	0.
EXECUTIVE, CONSTRUCTION MANAGER OR CONSTRUCTION SUPERINTENDENT				
EXCAVATION NOC	6217	IF ANY	2.94	0.
EMPLOYERS' LIABILITY INCREASED LIMITS, ADDITIONAL PREMIUM TO BALANCE TO MINIMUM PREMIUM	9848			140.
TO EQUAL MINIMUM PREMIUM	0990			139.
ESTIMATED STANDARD POLICY PREMIUM				279.
CATASTROPHE PROVISIONS FOR TERRORISM - NOT PART OF STANDARD PREMIUM	9740		.000	0.
CATASTROPHE PROVISIONS FOR CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	9741		.000	0.
INDEMNITY AND/OR MEDICAL DEDUCTIBLE COVERAGE - NOT SUBJECT TO EXPERIENCE RATING (PREMIUM CREDIT FACTOR .64900173)	9663			181.CR
EXPENSE CONSTANT	0900			210.
TOTAL				308.
Minimum, Estimated and Deposit Premiums are shown on the Information Page. FOR PERIOD INDICATED IN POLICY INFORMATION PAGE		Total State Premium		308.

THIS EXTENSION OF INFORMATION PAGE IS EFFECTIVE FOR THE POLICY PERIOD INDICATED ON THE POLICY INFORMATION PAGE UNLESS OTHERWISE STATED.

ISSUE DATE: 08/11/2021

(PAGE 1 LAST PAGE)

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number Policy Number Symbol: WLR Number: C5683669A
Policy Period 08-06-2021 TO 12-19-2021	Effective Date of Endorsement 08-06-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

RHODE ISLAND SHORT RATE CANCELLATION ENDORSEMENT

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

The cancellation condition in the Workers Compensation and Employers Liability Insurance Policy—Part Five Premium, E. Final Premium, states that if this policy is cancelled by you, the final premium will be more than pro rata but not less than the policy minimum premium.

The final premium will be calculated as follows based on the Short-Rate Cancellation Table attached to this endorsement:

If . . .	Then . . .
This policy is cancelled by you, except when retiring from this business	<p>Unless a different method has been filed by the carrier and approved by the appropriate regulatory authority, the premium for the cancelled policy must be calculated by using either the short-rate percentage or short-rate factor as follows, based on the Short Rate Cancellation Table located in Appendix B:</p> <p>Steps based on short-rate percentage:</p> <ol style="list-style-type: none"> Determine the payroll developed during the period the policy was in effect. Determine the full policy payroll by using the following formula: $\frac{\text{number of days for which the policy was written}}{\text{number of days the policy was in effect}} \times \text{actual payroll}$ Apply authorized rates to such payroll. Calculate the extended number of days by using the following formula. If the policy was written for a one-year period, the extended number of days is the number of days the policy was in effect: $\frac{\text{number of days the policy was in effect}}{\text{number of days for which the policy was written}} \times 365$ Based on the extended number of days, apply the short-rate percentage shown in the Short Rate Cancellation Table located in the Appendix to the full policy premium calculated in step 3. This result is the short-rate manual premium. If applicable: <ul style="list-style-type: none"> Apply any pricing programs Apply any experience rating modification Apply any premium discount based on the final earned total standard premium Add the short-rate portion of the expense constant but not less than \$15 Apply catastrophe provisions based on the earned manual premium

	<p>7. The total earned premium for the short-rate cancelled policy must not be less than the annual minimum premium applicable to the policy.</p> <p>Steps based on the short-rate factor:</p> <ol style="list-style-type: none"> 1. Determine the payroll developed during the period that the policy was in effect. 2. Apply authorized rates to such payroll. 3. Based on the number of days that the policy was in effect, determine the applicable short-rate factor shown in the Short Rate Cancellation Table located in Appendix B. 4. Apply the short-rate factor to the premium calculated on the basis of the earned premium for the period that the policy was in effect in step 2. This result is the short-rate manual premium. 5. If applicable: <ul style="list-style-type: none"> • Apply any pricing programs • Apply any experience rating modification • Apply any premium discount based on the final earned total standard premium • Add the short-rate portion of the expense constant but not less than \$15 • Apply catastrophe provisions based on the earned manual premium 6. The total earned premium for the short-rate cancelled policy must not be less than the annual minimum premium applicable to the policy.
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SHORT RATE CANCELLATION TABLE

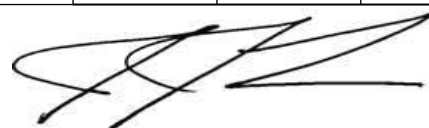
Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
1	5%	18.2482	46	23%	1.8250	91	35%	1.4038
2	6	10.9489	47	23	1.7861	92	36	1.4283
3	7	8.5158	48	24	1.8250	93	36	1.4129
4	7	6.3869	49	24	1.7877	94	36	1.3979
5	8	5.8394	50	24	1.7520	95	37	1.4216
6	8	4.8662	51	24	1.7176	96	37	1.4068
7	9	4.6924	52	25	1.7548	97	37	1.3923
8	9	4.1058	53	25	1.7216	98	37	1.3781
9	10	4.0552	54	25	1.6899	99	38	1.4010
10	10	3.6496	55	26	1.7255	100	38	1.3870
11	11	3.6496	56	26	1.6947	101	38	1.3733
12	11	3.3455	57	26	1.6650	102	38	1.3598
13	12	3.3689	58	26	1.6362	103	39	1.3820
14	12	3.1283	59	27	1.6704	104	39	1.3688
15	13	3.1630	60	27	1.6425	105	39	1.3557
16	13	2.9653	61	27	1.6156	106	40	1.3774
17	14	3.0056	62	27	1.5895	107	40	1.3645
18	14	2.8386	63	28	1.6222	108	40	1.3519
19	15	2.8818	64	28	1.5969	109	40	1.3395
20	15	2.7377	65	28	1.5723	110	41	1.3605
21	16	2.7812	66	29	1.6038	111	41	1.3482
22	16	2.6547	67	29	1.5799	112	41	1.3362
23	17	2.6980	68	29	1.5566	113	41	1.3243
24	17	2.5856	69	29	1.5341	114	42	1.3447
25	17	2.4821	70	30	1.5643	115	42	1.3330
26	18	2.5270	71	30	1.5423	116	42	1.3215
27	18	2.4334	72	30	1.5208	117	43	1.3414
28	18	2.3465	73	30	1.5000	118	43	1.3301
29	18	2.2656	74	31	1.5291	119	43	1.3189
30	19	2.3117	75	31	1.5087	120	43	1.3079
31	19	2.2371	76	31	1.4888	121	44	1.3273
32	19	2.1672	77	32	1.5169	122	44	1.3164
33	20	2.2121	78	32	1.4974	123	44	1.3057
34	20	2.1471	79	32	1.4785	124	44	1.2951
35	20	2.0857	80	32	1.4600	125	45	1.3140
36	20	2.0278	81	33	1.4870	126	45	1.3036
37	21	2.0716	82	33	1.4689	127	45	1.2933
38	21	2.0171	83	33	1.4512	128	46	1.3117
39	21	1.9654	84	34	1.4774	129	46	1.3016
40	21	1.9162	85	34	1.4600	130	46	1.2916
41	22	1.9585	86	34	1.4430	131	46	1.2817
42	22	1.9119	87	34	1.4264	132	47	1.2996
43	22	1.8674	88	35	1.4517	133	47	1.2899
44	23	1.9079	89	35	1.4354	134	47	1.2802
45	23	1.8655	90	35	1.4194	135	47	1.2708

SHORT RATE CANCELLATION TABLE (cont'd)

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
136	48%	1.2882	181	60%	1.2099	226	70%	1.1305
137	48	1.2788	182	60	1.2033	227	70	1.1255
138	48	1.2696	183	61	1.2167	228	70	1.1206
139	49	1.2867	184	61	1.2101	229	71	1.1317
140	49	1.2775	185	61	1.2035	230	71	1.1267
141	49	1.2684	186	61	1.1970	231	71	1.1219
142	49	1.2595	187	61	1.1906	232	71	1.1170
143	50	1.2762	188	62	1.2037	233	72	1.1279
144	50	1.2674	189	62	1.1974	234	72	1.1231
145	50	1.2586	190	62	1.1910	235	72	1.1183
146	50	1.2500	191	62	1.1848	236	72	1.1136
147	51	1.2663	192	63	1.1977	237	72	1.1089
148	51	1.2578	193	63	1.1914	238	73	1.1195
149	51	1.2493	194	63	1.1853	239	73	1.1149
150	52	1.2653	195	63	1.1792	240	73	1.1102
151	52	1.2569	196	63	1.1732	241	73	1.1056
152	52	1.2487	197	64	1.1858	242	74	1.1161
153	52	1.2405	198	64	1.1798	243	74	1.1115
154	53	1.2562	199	64	1.1739	244	74	1.1070
155	53	1.2481	200	64	1.1680	245	74	1.1025
156	53	1.2401	201	65	1.1804	246	74	1.0980
157	54	1.2554	202	65	1.1745	247	75	1.1083
158	54	1.2475	203	65	1.1687	248	75	1.1038
159	54	1.2396	204	65	1.1630	249	75	1.0994
160	54	1.2319	205	65	1.1573	250	75	1.0950
161	55	1.2469	206	66	1.1694	251	76	1.1052
162	55	1.2392	207	66	1.1638	252	76	1.1008
163	55	1.2316	208	66	1.1582	253	76	1.0964
164	55	1.2241	209	66	1.1526	254	76	1.0921
165	56	1.2388	210	67	1.1645	255	76	1.0878
166	56	1.2313	211	67	1.1590	256	77	1.0979
167	56	1.2240	212	67	1.1535	257	77	1.0936
168	57	1.2384	213	67	1.1481	258	77	1.0893
169	57	1.2311	214	67	1.1428	259	77	1.0851
170	57	1.2238	215	68	1.1544	260	77	1.0810
171	57	1.2167	216	68	1.1491	261	78	1.0908
172	58	1.2308	217	68	1.1438	262	78	1.0866
173	58	1.2237	218	68	1.1385	263	78	1.0825
174	58	1.2167	219	69	1.1500	264	78	1.0784
175	58	1.2097	220	69	1.1448	265	79	1.0881
176	59	1.2236	221	69	1.1396	266	79	1.0840
177	59	1.2167	222	69	1.1345	267	79	1.0800
178	59	1.2098	223	69	1.1294	268	79	1.0759
179	60	1.2235	224	70	1.1406	269	79	1.0719
180	60	1.2167	225	70	1.1356	270	80	1.0815

SHORT RATE CANCELLATION TABLE (cont'd)

Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect	Days in Policy Period	Short Rate Percentages	Factor to Apply to Earned Premium for Period Policy in Effect
271	80%	1.0775	316	90%	1.0396	361	100%	1.0111
272	80	1.0735	317	90	1.0363	362	100	1.0083
273	80	1.0696	318	90	1.0330	363	100	1.0055
274	81	1.0790	319	90	1.0298	364	100	1.0027
275	81	1.0751	320	91	1.0380	365	100	1.0000
276	81	1.0712	321	91	1.0347			
277	81	1.0673	322	91	1.0315			
278	81	1.0635	323	91	1.0283			
279	82	1.0728	324	92	1.0364			
280	82	1.0689	325	92	1.0332			
281	82	1.0651	326	92	1.0301			
282	82	1.0614	327	92	1.0269			
283	83	1.0705	328	92	1.0238			
284	83	1.0667	329	93	1.0318			
285	83	1.0630	330	93	1.0286			
286	83	1.0593	331	93	1.0255			
287	83	1.0556	332	93	1.0224			
288	84	1.0646	333	94	1.0303			
289	84	1.0609	334	94	1.0272			
290	84	1.0572	335	94	1.0242			
291	84	1.0536	336	94	1.0211			
292	85	1.0625	337	94	1.0181			
293	85	1.0589	338	95	1.0259			
294	85	1.0553	339	95	1.0229			
295	85	1.0517	340	95	1.0198			
296	85	1.0481	341	95	1.0169			
297	86	1.0569	342	95	1.0139			
298	86	1.0534	343	96	1.0216			
299	86	1.0498	344	96	1.0186			
300	86	1.0463	345	96	1.0156			
301	86	1.0429	346	96	1.0127			
302	87	1.0515	347	97	1.0203			
303	87	1.0480	348	97	1.0174			
304	87	1.0446	349	97	1.0145			
305	87	1.0411	350	97	1.0116			
306	88	1.0497	351	97	1.0087			
307	88	1.0462	352	98	1.0162			
308	88	1.0429	353	98	1.0133			
309	88	1.0395	354	98	1.0105			
310	88	1.0361	355	98	1.0076			
311	89	1.0445	356	99	1.0150			
312	89	1.0412	357	99	1.0122			
313	89	1.0379	358	99	1.0094			
314	89	1.0346	359	99	1.0065			
315	90	1.0429	360	99	1.0038			



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
Policy Period 08-06-2021 TO 12-19-2021	Policy Number Symbol: WLR Number: C5683669A
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 08-06-2021
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

RHODE ISLAND DIRECT LIABILITY STATUTE ENDORSEMENT

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

1. Your employee, or the persons entitled to sue you for damages in the event of the death of the employee, may add us as a defendant in a suit against you to recover damages because of bodily injury or death to your employee.
2. We are directly liable to pay to your injured employee, or to the persons entitled to sue you for damages in the event of the death of your employee, the damages for which you are liable.

This endorsement is subject to all provisions of Part Two (Employers Liability Insurance) that do not conflict with the direct liability statute (Section 28.36.11) of the Rhode Island workers compensation law.



Authorized Agent

Workers' Compensation and Employers' Liability Policy

Named Insured SAUNDERS DRILLING & BLASTING CO., INC. 68 MAIN STREET LANCASTER MA 01523	Endorsement Number
	Policy Number Symbol: WLR Number: C5683669A
Policy Period 08-06-2021 TO 12-19-2021	Effective Date of Endorsement 08-06-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

RHODE ISLAND SAFETY INSPECTION ENDORSEMENT

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

If you pay annual premium of more than twenty-five thousand dollars (\$25,000) for workers compensation insurance, you may request that we inspect your site or sites of employment. You must make this request in writing. Inspection will be made within sixty days following receipt of your request. We will make a written report to you for your use in enhancing the safety and health of your employees on the sites inspected.

If your workers compensation premiums are less than fifty thousand dollars (\$50,000) or your experience modification is less than 1.5 you may request one (1) inspection per calendar year. You may be entitled to two (2) such inspections in one (1) calendar year.



Authorized Agent

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions? Call 1-800-258-2930 or go to https://www2.chubb.com/us-en/privacy.aspx		

Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
How does Chubb Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ apply for insurance or pay insurance premiums ▪ file an insurance claim or provide account information ▪ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Chubb does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ Our joint marketing partners include categories of companies such as banks.

Other important information**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:**

Under state law, under certain circumstances, you have the right to see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

The laws and regulations of most states require that workers' compensation insurance carriers notify each insured or prospective insured of the availability of deductible programs. For this reason, deductible election forms are included with the policy for these programs, which consist of so-called "small deductibles," generally for deductible amounts of \$10,000 or less.

Your policy has been issued, according to your request, with a large deductible/reimbursement rating plan. For this reason, you do not need to complete or return these small deductible election forms.

We thank you for your business!

Chubb

It is most important that you abide by the regulations of the State of Rhode Island in connection with the reporting of industrial accidents. As a reminder of these regulations we quote herewith Chapter 32, Section 28-32-1 of the Rhode Island Workers' Compensation Law, which reads as follows:

28-32-1. Reports required from employers. – (a) Every employer who shall be or become subject to the provisions of chapters 29-38, inclusive, of this title shall report in writing to the director every personal injury sustained by an employee arising out of and in the course of his employment connected therewith and referable thereto, if that injury proves fatal or incapacitates the employee from earning full wages for a period of at least three (3) days, or requires medical treatment regardless of the period of incapacity.

(b) If the injury is immediately fatal, the report shall be made within forty-eight (48) hours after it occurs; if it proves fatal later, the report shall be made within forty-eight (48) hours after death shall occur and come to the knowledge of the employer, if the injury is not fatal, the report shall be made within ten (10) days after the injury, or if the incapacity is due to an occupational disease then within ten (10) days after the incapacity shall come to the knowledge of the employer.

(c)(l) The director may by rule, regulation or order provide for additional interim reports and at the termination of the period of incapacity, regardless of its duration, a supplementary report, in writing, shall be made upon blanks supplied by the director.

(2) Blanks to be supplied by the director shall be expanded to include an explanation, at least to the extent possible, of the cause of the injury, and the duplicate copy shall be made available to the department for data collection.

Such notice should be directed to:

Department of Workers' Compensation Director
610 Manton Avenue
Providence, Rhode Island 02909-0500

What is a premium audit adjustment? Is it really necessary? Who conducts the audit? What records will be needed? How should records be maintained?

WHAT IS A PREMIUM AUDIT?

A premium audit is an examination of your business operations, records, and books of account to determine the exposures for the insurance coverages provided.

WHEN IS A PREMIUM AUDIT ADJUSTMENT NECESSARY?

An audit adjustment is necessary after expiration, cancellation, or at intervals specified in your policy.

Some examples of coverages which require adjustment are:

- Workers' Compensation ▪ General Liability
- Commercial Automobile ▪ Garage Liability
- Commercial Package

WHY IS AN AUDIT ADJUSTMENT NECESSARY?

Since these types of coverages are based upon variable estimates at inception, adjustment at expiration is necessary to determine the correct classifications and exposures for the coverages provided. It guarantees that you pay, only the amount the company is entitled to receive.

WHO WILL MAKE THE AUDIT?

You may expect a physical (on-site) visit from a Chubb Premium Auditor upon examination or cancellation of your coverage and he/she will make the audit.

In some cases, however, the adjustment information can be obtained by telephone or through the mail services. If so, the company will contact you or send the necessary form(s) for you to complete.

WHAT RECORDS WILL BE NEEDED?

The Auditor will want to examine your records which show and verify actual exposures for the coverages provided.

In most cases, the necessary data can be extracted from two or more of the following:

- Journals
- Tax Reports
- Individual Pay Records
- Job Cost Records
- Ledgers
- Contracts
- Vehicle Certificates of Title
- Financial Statements

During the examination, the Auditor will ask questions about your records or business in order to fully understand the nature and extent of your exposures. This is a necessary part of the process of gathering correct data. We also encourage you to ask questions relative to the auditing process.

The Auditor may wish to tour your facility and personally observe various operations and processes. In some cases, this is necessary to ascertain the correct classification and, in turn, assure that proper premium charges are applied.

HOW SHOULD YOUR RECORDS BE MAINTAINED?

Often, there are allowable credits according to insurance classification and rating rules. These credits will be allowed if your records are maintained to provide necessary data in appropriate summary form.

Many of the premiums for Commercial Insurance are based upon payroll, which is defined as **Total Remuneration for services performed by an employee.**

Remuneration, in most states, means money or substitutes for money, and includes:

- Wages
- Bonuses
- Holiday Pay
- Tool Allowances
- Sick Pay
- Payments made to Profit Sharing Plans
- Payments made to Statutory benefit plans
- Commissions
- Overtime Pay
- Other Money Substitutes
- Payment for Piece Work
- The Value of Board and Lodging

The Auditor may also request other bases of premium such as sales receipts, costs, etc., as these are used in various lines of public liability insurance.

OVERTIME

In most states, the amount in excess of the straight time pay rate may be deducted, provided it can easily be identified on your records. Overtime must be shown separately by employee and in summary by class of work.

DIVISION OF PAYROLL

Division of an individual employee's payroll to more than one classification is not permitted, except for construction or erection operations and/or certain executive officer classifications. For construction or erection operations, the payroll of an employee may be allocated to each type of work performed, provided proper records are maintained. If not, the full salary must be charged against the highest rated classification to which the employee is exposed.

SUB-CONTRACTORS

State Workers' Compensation laws generally hold you responsible for injuries to an employee of an *uninsured Sub-Contractor*.

You may protect your interests by securing a *Certificate of Insurance* from each Sub-Contractor you use. If certificates are not available at the time of Audit, the Sub-Contractor's exposure must be added to yours which will increase your insurance costs.

NOTE:

The two (2) preceding paragraphs refer to Workers' Compensation. For General Liability audits, the total cost of sublet work and certificates of the sub-contractor's liability coverage will be required.

AUTOMATED RECORDS

If your records are Automated, or you plan to Automate in the near future, you can obtain maximum benefits by setting up your programs to include Insurance Requirements.

A Chubb Premium Auditor will be pleased to assist you in identifying Insurance Record Keeping Requirements. Simple questions can be answered by phone or mail. More complex matters may require the services of a Premium Auditor at your premises. In either case, we will be pleased to help you avoid future audit problems, thereby avoiding unnecessary costs.

Your agent can request this service for you and we will be pleased to provide it at no cost.

AFTER THE AUDIT IS COMPLETED

The Auditor will be happy to explain the audit to you. You are entitled to a copy of the worksheets upon request, and the Auditor will provide it or arrange to have it sent to you.

We are not allowed to provide anyone else with copies of your Audit results as this information is considered confidential. You may request additional copies at any time and we will send them to your attention for further distribution.

The contents of this publication follow general insurance principles. It is not intended to replace or supercede any definitions or conditions contained in your policy.

If you have questions concerning your insurance coverage, we recommend you bring them to the attention of your local insurance agent.

NOTICE TO RHODE ISLAND

WORKERS' COMPENSATION POLICYHOLDERS

The Chubb Companies are required by Rhode Island law to provide a safety inspection of the site or sites of employment for each of its workers' compensation insureds whose policy premium is twenty-five thousand dollars (\$25,000) or more within 60 days of a written request. We are also required to make recommendations in writing to employers to enhance the safety and health of the employees on the site or sites.

No employer shall be entitled to request more than two such inspections in any one calendar year; and no employer whose annual workers' compensation insurance premiums are less than fifty thousand dollars (\$50,000) or whose experience modification is less than 1.5 shall be entitled to request more than one such inspection in any one calendar year.

To obtain an inspection, please complete the section below and mail it to your Chubb insurance agent or broker.

If you desire inspections on more than one location, and meet the above qualifications, please make a copy of the form below and fill a form out for each location.

Please provide an inspection to the following location:		
Business Operation:		
Company Name:		
Street Address:		
City:	State: RI	Zip:
Telephone:	Policy No:	
Person to Contact:		
Title:		
Signature:		

**U.S. FOREIGN ACCOUNT
TAX COMPLIANCE ACT (“FATCA”)**

The U.S. Foreign Account Tax Compliance Act, commonly known as “FATCA”, became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION

A. The Policy

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

B. Who is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

PART ONE – WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. We Will Defend

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

right to investigate and settle these claims, proceedings or suits.

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

D. We Will Also Pay

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

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

E. Other Insurance

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

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

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

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

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

B. We Will Pay

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

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

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

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

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

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.

ACE AMERICAN INSURANCE COMPANY

436 Walnut Street

P.O. Box 1000

Philadelphia, PA 19106 - 3703


REBECCA L. COLLINS, Secretary


JOHN J. LUPICA, President