

EMPLOYERS MUTUAL CASUALTY COMPANY (15539) PRIOR POLICY: 4H6-19-28-14
RENEWAL INFORMATION PAGE WC000001A
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

THIS INFORMATION PAGE ALONG WITH THE 'POLICY
PROVISIONS' COMPLETES THE NUMBERED POLICY.

* POLICY NUMBER *
* 4 H 6 - 1 9 - 2 8---15 *

ITEM 1

N A M E D I N S U R E D :

P R O D U C E R :

FRANK BEVINS PAINTING, INC.
7706 S 101ST ST
LAVISTA NE 68128-8242

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA NE 68114-2357

AGENT: AB 8210
AGENT PHONE: 402-970-6100
JACK H. STRUYK JR

DIRECT BILL
PHONE NUMBER: 402-331-1960
INSURED IS: CORPORATION
BUS DESC: PAINTING CONTRACTOR
INTERSTATE ID: 911756951
FED. EMPLOYER'S ID: 470836510
IA UNEMPLOYMENT ACCOUNT NUMBER: 0000000
SIC CODE: 1721

ITEM 2 POLICY PERIOD:12:01 A.M.,STANDARD TIME AT THE INSURED'S MAILING ADDRESS
FROM: NOV/06/14 TO: NOV/06/15

ITEM 3

- A. WORKERS' COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE
WORKERS' COMPENSATION LAW OF THE STATES LISTED HERE; IA, NE
B. EMPLOYERS' LIABILITY INS.: PART TWO OF THE POLICY APPLIES TO WORK IN EACH
STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE
BODILY INJURY BY ACCIDENT \$ 500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$ 500,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMIT
C. OTHER STATES INS: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT
ME, ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A SHOWN ABOVE.
D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
0405B(02/06)*, 0417*, 1150(06/13)*, IL1201(01/99)*, IL7004(12/12)*,
IL7130A(04/01)*, IL7131A(04/01)*, IL8383.5(01/08)*, IL8576(09/09)*,
WC000000B(07/11)*, WC000114(01/14)*, WC000310(04/84)*,
WC000311A(08/91)*, WC000313(04/84)*, WC000406(08/84)*,
WC000414(07/90)*, WC000419(01/01)*, WC000421C(09/08)*,
WC000422A(09/08)*, WC260402(01/95)*, WC260601C(07/96)*,
WC7003(09/86)*, WC7005(07/11)*, WC8065(02/08)*, WC8482(03/12)*

ITEM 4

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF . ESTIMATED
RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION. ANNUAL
REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT. . PREMIUM

SEE CLASSIFICATION OF OPERATIONS SCHEDULE ATTACHED .
PREMIUM SUBTOTAL - SEE SCHEDULE ATTACHED \$. 37,368.00
FLEXIBLE RATING ADJUSTMENT DEBIT/CREDIT \$. -5,045.00
LESS: ESTIMATED PREMIUM DISCOUNT \$. -2,035.00
BLANKET WAIVER OF OUR RIGHT TO RECOVER \$. 250.00

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE
ISSUED FROM: EMC INSURANCE CO, PO BOX 2070, OMAHA, NE 68103
DATE OF ISSUE: 11/14/14 (BPP) COUNTERSIGNED BY:

DATE:

FORM WC7002 ED. 09/86 (BPP) ANN RATING DATE: 11/06/14 003 LN 4H61928 1501

EMPLOYERS MUTUAL CASUALTY COMPANY
FRANK BEVINS PAINTINGPOLICY NUMBER: 4H6-19-28--15
EFF DATE: 11/06/14 EXP DATE: 11/06/15
WC000001A

EXPENSE CONSTANT . \$ 260.00

MINIMUM PREMIUM \$ 825 ESTIMATED POLICY PREMIUM . \$ 30,798.00
NEBRASKA .-----
TOTAL ESTIMATED POLICY PREMIUM . \$ 30,798.00

INTERIM ADJUSTMENTS WILL BE MADE: ANNUALLYCOPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE
ISSUED FROM: EMC INSURANCE CO, PO BOX 2070, OMAHA, NE 68103
DATE OF ISSUE: 11/14/14 (BPP) COUNTERSIGNED BY:

DATE:

FORM WC7002 ED. 09/86 (BPP) ANN RATING DATE: 11/06/14 003 LN 4H61928 1501

EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 4H6-19-28---15

FRANK BEVINS PAINTING, INC.

EFF DATE: 11/06/14

EXP DATE: 11/06/15

W O R K E R S C O M P E N S A T I O N P O L I C Y
D E C L A R A T I O N S

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	02-06	WC & GROUP BENEFITS PRIVACY NOTICE	
*0417	-	SPECIAL INTEREST/ADD.NAMED INSUREDS	
*1150	06-13	QUESTIONS & ANSWERS ABOUT WC LAWS	
*IL1201	01-99	CHANGE ENDORSEMENT	
*IL7004	12-12	MUTUAL POLICY PROVISIONS	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8383.5	01-08	DISCL PURSUANT TERRSM RISK INS. ACT	
		PREMIUM THROUGH 12/31/14	\$ 16
		PREMIUM BEYOND 12/31/14	\$ 93
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*WC000000B	07-11	WC AND EMPLOYERS LIABILITY INSURANCE	
*WC000114	01-14	PENDING LAW CHG TO TERRORISM RISK IN	
*WC000310	04-84	SOLE PROPRIETORS/PARTNERS/OFFICERS	
		SOLE PROPRIETORS, PARTNERS, OFFICERS AND	
		OTHERS INCLUDED BELOW (NAME, TYPE & STATE):	
		FIRST NAME: FRANK	
		LAST NAME: BEVINS	
		PERSON: OFFICERS	
		STATE(S):NE	
		FIRST NAME: PAMELA	
		LAST NAME: BEVINS	
		PERSON: OFFICERS	
		STATE(S):NE	
*WC000311A	08-91	VOLUNTARY COMP AND EMPL LIABILITY	
		EMPLOYEE(S):	
		ALL EMPLOYEES INCLUDING DOMESTIC AND FARM	
		LABORERS WHO ARE NOT SUBJECT TO WORKERS	
		COMPENSATION	
		STATE OF EMPLOYMENT:	
		NE	
		DESIGNATED WORK COMP LAW:	
		STATUTORY PER STATE OF PERMANENT RESIDENCY	
*WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER	
		"ANY OR ALL PERSONS OR ORGANIZATIONS	
		SUBJECT TO A WRITTEN CONTRACT REQUIRING	
		SUCH A WAIVER AGREEMENT"	
*WC000406	08-84	PREMIUM DISCOUNT ENDORSEMENT	
*WC000414	07-90	NOTIFICATION OF CHANGE IN OWNERSHIP	
*WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
*WC000421C	09-08	CATASTROPHE O/T CERT ACTS TERRORISM	
*WC000422A	09-08	TERRORISM REAUTHORIZATION ACT END.	
*WC260402	01-95	NE CONTRACTORS CLASS PREM ADJUSTMENT	

DATE OF ISSUE: 11/14/14

(CONTINUED)

FORM: IL7131A (ED. 04-01)

003

LN

4H61928 1501

PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 4H6-19-28---15

FRANK BEVINS PAINTING, INC.

EFF DATE: 11/06/14

EXP DATE: 11/06/15

W O R K E R S C O M P E N S A T I O N P O L I C Y
D E C L A R A T I O N S

=====

ENDORSEMENT SCHEDULE

FORM	EDITION		DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
	DATE			
*WC260601C	07-96		NE CANCELLATION & NONRENEWAL ENDST	
*WC7003	09-86		WORKERS COMPENSATION SCHEDULE	
*WC7005	07-11		WC QUICK REFERENCE	
*WC8065	02-08		NE-PREMIUM CREDIT APPLICATION	
*WC8482	03-12		SLIDING SCALE DIVIDEND PLAN	

DATE OF ISSUE: 11/14/14

FORM: IL7131A (ED. 04-01)

003

LN

4H61928 1501

EMPLOYERS MUTUAL CASUALTY COMPANY (15539) POLICY NUMBER: 4H6-19-28---15
FRANK BEVINS PAINTING, INC. EFF DATE: 11/06/14 EXP DATE: 11/06/15

This disclosure is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

DISCLOSURE PURSUANT TO
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts)

- | | |
|--|---------|
| A. Premium through end of year 12/31/14 | \$16.00 |
| B. Premium beyond the date specified above | \$93.00 |
- (Refer to paragraph D. below)

A. DISCLOSURE OF PREMIUM:

In accordance with the Federal Terrorism Risk Insurance Act we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under that act. The portion of your premium attributable to such coverage is shown in the schedule of this disclosure or in the policy Declarations.

B. DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. CAP ON INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. PREMIUM BEYOND THE YEAR SPECIFIED IN THE SCHEDULE ABOVE:

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the Schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the Schedule shall be attributable to coverage for terrorism acts certified under the act. If the Federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) of the schedule shall be attributable to that coverage for terrorism.

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DATE OF ISSUE: 11/14/14 (continued)

EMPLOYERS MUTUAL CASUALTY COMPANY (15539) POLICY NUMBER: 4H6-19-28---15
FRANK BEVINS PAINTING, INC. EFF DATE: 11/06/14 EXP DATE: 11/06/15

This disclosure is attached to your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act. This disclosure does not grant any coverage or change the terms and conditions of any coverage under the policy.

D I S C L O S U R E P U R S U A N T T O
T E R R O R I S M R I S K I N S U R A N C E A C T

THE FOLLOWING STATEMENT IS REQUIRED TO BE PART OF THE DISCLOSURE NOTICE IN MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.

Read your policy and endorsements carefully.

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DATE OF ISSUE: 11/14/14

FORM: IL8383.5 (01-08)

003 LN

4H61928 1501

EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

N A M E D I N S U R E D E N D O R S E M E N T

POLICY PERIOD: FROM 11/06/14 TO 11/06/15

* POLICY NUMBER *
* 4 H 6 - 1 9 - 2 8---15 *

N A M E D I N S U R E D :

P R O D U C E R :

FRANK BEVINS PAINTING, INC.
7706 S 101ST ST
LAVISTA NE 68128-8242

LOCKTON COMPANIES, LLC
1015 N 98TH ST STE 101
OMAHA NE 68114-2357

DIRECT BILL

AGENT: AB 8210
AGENT PHONE: 402-970-6100
JACK H. STRUYK JR

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 11/06/14 TO 11/06/15 *

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE NAMED INSURED
IS AMENDED TO READ AS FOLLOWS:

1ST NAMED INSURED:
FRANK BEVINS PAINTING, INC.

PLACE OF ISSUE: OMAHA, NE
DATE OF ISSUE: 11/14/14

FORM: IL7130A (ED. 04-01)

003 LN

4H61928 1501

EMPLOYERS MUTUAL CASUALTY COMPANY
FRANK BEVINS PAINTING
INTERSTATE ID: 911756951

POLICY NUMBER: 4H6-19-28---15
EFF DATE: 11/06/14 EXP DATE: 11/06/15

EXTENSION OF INFORMATION PAGE

WC000001A

ITEM 4 - CLASSIFICATION OF OPERATIONS SCHEDULE

N E B R A S K A

(001) 7706 S 101ST ST
LAVISTA, NE. 68128-8242

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 5
FULL TIME: 5 PART TIME:

SIC: 1721

CLASSIFICATION PHRASEOLOGY	.CODE . . NO. .	ESTIMATED ANNUAL . REMUNERATION.	RATES PER \$100 REMUNERATION	ESTIMATED ANNUAL PREMIUM
PAINTING OR PAPER HANGING NOC & D	.5474 .	285,000.	9.36 . \$	26,676.00
CLERICAL OFFICE EMPLOYEES NOC	.8810 .	57,200.	0.32 . \$	183.00
CONTRACTOR EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	.5606 . . .	85,000. . .	2.51 . \$. .	2,134.00
SALESPERSONS OUTSIDE	.8742 .	80,200.	0.67 . \$	537.00
EMPLOYERS LIABILITY PREMIUM FOR INCR LIMITS PART TWO.	.9807 \$. .	236.00
SUBJECT PREMIUM				. \$ 29,766.00
MODIFIED PREMIUM - EXP. MOD. APPLIED (1.130)				. \$ 33,636.00
NE FLEXIBLE RATING ADJUSTMENT CREDIT CODE - 9658				. \$ -5,045.00
STATE TOTAL ESTIMATED STANDARD PREMIUM				. \$ 28,591.00
CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT				. \$ -1,814.00
BLANKET WAIVER OF OUR RIGHT TO RECOVER - CODE 9656				. \$ 250.00
TERRORISM - CODE 9740 (RATE .02)				. \$ 101.00
CATASTROPHE (OTHER THAN CERT ACTS) - CODE 9741 (RATE .02)				. \$ 101.00
STATE TOTAL PREMIUM				. \$ 27,229.00

I O W A

(002) UNKNOWN
COUNCIL BLUFFS, IA. 51501

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 1
FULL TIME: 1 PART TIME:

SIC: 1721

CLASSIFICATION PHRASEOLOGY	.CODE . . NO. .	ESTIMATED ANNUAL	RATES PER \$100	ESTIMATED ANNUAL
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ISSUED FROM: OMAHA, NE
DATE OF ISSUE: 11/14/14 (BPP)

EMPLOYERS MUTUAL CASUALTY COMPANY
FRANK BEVINS PAINTINGPOLICY NUMBER: 4H6-19-28---15
EFF DATE: 11/06/14 EXP DATE: 11/06/15
WC000001A

		.REMUNERATION	.REMUNERATION	PREMIUM
PAINTING OR PAPER HANGING NOC & D	.5474	40,000.	7.72 .	\$ 3,088.00
CLERICAL OFFICE EMPLOYEES NOC	.8810	IF ANY.	0.31 .	\$ 0.00
CONTRACTOR EXECUTIVE SUPERVISOR OR	.5606	IF ANY.	2.37 .	\$ 0.00
CONSTRUCTION SUPERINTENDENT	.	.	.	
EMPLOYERS LIABILITY	.9807	.	.\$	25.00
PREMIUM FOR INCR LIMITS PART TWO.	.	.	.	

SUBJECT PREMIUM			.\$	3,113.00

MODIFIED PREMIUM - EXP. MOD. APPLIED			.	
(1.130)			.\$	3,518.00

STATE TOTAL ESTIMATED STANDARD PREMIUM			.\$	3,518.00
CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT			.\$	-221.00
TERRORISM - CODE 9740 (RATE .02)			.\$	8.00
CATASTROPHE (OTHER THAN CERT ACTS) - CODE 9741 (RATE .01)			.\$	4.00

STATE TOTAL PREMIUM			.\$	3,309.00

ESTIMATED POLICY PREMIUM			.\$	30,538.00
EXPENSE CONSTANT			.\$	260.00

TOTAL ESTIMATED POLICY PREMIUM			.\$	30,798.00

ISSUED FROM: OMAHA, NE
DATE OF ISSUE: 11/14/14 (BPP)

EMPLOYERS MUTUAL CASUALTY COMPANY
FRANK BEVINS PAINTING

POLICY NUMBER: 4H6-19-28---15
EFF DATE: 11/06/14 EXP DATE: 11/06/15

NAMED INSURED'S

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE
NAMED INSURED IS AMENDED TO READ AS FOLLOWS:

01 FRANK BEVINS PAINTING, INC.
NE UI:
IA UI: 000000000000
LOCATIONS: 001, 002

ISSUED FROM: OMAHA, NE
DATE OF ISSUE: 11/14/14 (BPP)

FORM 0417

(BPP) ANN RATING DATE: 11/06/14 003 LN 4H61928 1501

EMPLOYERS MUTUAL CASUALTY COMPANY
FRANK BEVINS PAINTING

POLICY NUMBER: 4H6-19-28---15
EFF DATE: 11/06/14

EXP DATE: 11/06/15

WC000406A

P R E M I U M D I S C O U N T E N D O R S E M E N T

THE PREMIUM FOR THIS POLICY AND THE POLICIES, IF ANY, LISTED IN ITEM 3 OF THE SCHEDULE MAY BE ELIGIBLE FOR A DISCOUNT. THIS ENDORSEMENT SHOWS YOUR ESTIMATED DISCOUNT IN ITEMS 1 OR 2 OF THE SCHEDULE. THE FINAL CALCULATION OF PREMIUM DISCOUNT WILL BE DETERMINED BY OUR MANUALS AND YOUR PREMIUM BASIS AS DETERMINED BY AUDIT. PREMIUM SUBJECT TO RETROSPECTIVE RATING IS NOT SUBJECT TO PREMIUM DISCOUNT.

S C H E D U L E

		ESTIMATED ELIGIBLE PREMIUM			BALANCE
		FIRST	NEXT	NEXT	
IOWA	\$ 10,000 0.0%	\$ 190,000 9.1%	\$ 1,550,000 11.3%		12.3%
NEBRASKA	\$ 10,000 0.0%	\$ 190,000 9.1%	\$ 1,550,000 11.3%		12.3%

2. AVERAGE PERCENTAGE DISCOUNT:

3. OTHER POLICIES:

4. IF THERE ARE NO ENTRIES IN ITEMS 1, 2 AND 3 OF THE SCHEDULE, SEE THE PREMIUM DISCOUNT ENDORSEMENT ATTACHED TO YOUR POLICY NUMBER:

COPYRIGHT 1995 NATIONAL COUNCIL ON COMPENSATION INSURANCE
ISSUED FROM: OMAHA, NE

DATE OF ISSUE: 11/14/14 (BPP) COUNTERSIGNED BY:

DATE:

FORM WC000406 ED 08/84 (BPP) ANN RATING DATE: 11/06/14 003 LN 4H61928 1501

EMPLOYERS MUTUAL CASUALTY COMPANY
FRANK BEVINS PAINTING

POLICY NO: 4H6-19-28---15
TRANSACTION: RENEWAL-01
PRIOR POLICY: 4H6-19-28

TRANSACTION INFORMATION

POLICY TERM: 11/06/2014 TO 11/06/2015
ACCOUNT NAME: FRANK BEVINS PAINTING
ACCOUNT MAILING STATE: NE
FINANCING: N
DIVIDEND: 2-SLIDING SCALE
AUDIT FREQUENCY: A
SIC: 1721
ACCOUNT ORIGINAL EFF DATE: 11/06/2006
ACCOUNT FEIN: 470836510

TRANS DATE: 11/06/2014
CO/BR/AGENT: A/B/8210
PROGRAM: AP
BILLING METHOD: D (CDB)
PROFIT SHARE: Y

TYPE OF POLICY: N/A

DEPOSIT FACTOR: 1.000

TRANS PREMIUM: 30798.00

POLICY ID: JO PREM LEVEL: 999999 COMM: 5.0% PREMIUM: 30798.00

ACCOUNT DOMICILE STATE: NE

ISSUED FROM: OMAHA, NE
DATE OF ISSUE: 11/14/14 (BPP)

STAT: WC (BPP) ANN RATING DATE: 11/06/14 003 LN 4H61928 1501



WORKERS' COMPENSATION AND GROUP BENEFITS PRIVACY NOTICE

It is the policy of EMC Insurance Companies* (EMC) to protect the nonpublic personally identifiable information of our customers who are insured for workers' compensation and/or group benefits coverage.

This Privacy Notice outlines our privacy practices concerning nonpublic personally identifiable information, not corporate information, about you or about participants, beneficiaries or claimants under your insurance coverage.

Personally Identifiable Information Collected

EMC collects personally identifiable information from you or from third parties about you or about participants, beneficiaries or claimants under your insurance coverage as part of the insurance application, underwriting, claims, administration and servicing process. We collect nonpublic personal information from the following sources:

- Information we receive on applications or other forms and which may include

policyholder, participant, beneficiary or claimant name, address, telephone number, social security number, household and dependency information, vehicle and driver information, date of birth, medical information related to underwriting and claims, and insurance coverage information;

- Information about transactions with us, our affiliates, or others, including information about previous claims or accidents, medical information related to claims, information about the circumstances of the accident or injury (if applicable), and the names of witnesses and other contact information; and
- Information we receive from consumer reporting agencies, state motor vehicle departments, insurance index bureaus and/or inspection services.

How The Information Is Used

The information EMC collects is used (i) to provide policy and premium quotes, (ii) to underwrite applications, (iii) to administer claims, and (iv) to answer questions or concerns about our insurance products and services. We also use the information for (i) account administration, (ii) reporting, investigating, or preventing fraud or material misrepresentation, (iii) processing premium billings and payments, (iv) processing and defending insurance claims, (v) administering insurance benefits (including utilization review activities), (vi) participating in insurance research projects, or (vii) as otherwise required or permitted by federal or state law.

EMC maintains paper copies or electronic archives of the information provided by you or by a third party for policy quoting and for

processing and administering your application or claims submitted under your policy, and for improving our products and services. The information is not available to the general public, and is not disclosed outside EMC except when needed to verify the information provided, to service your policy or claim or as required or permitted by law. EMC retains the information collected when a claim is filed under your policy for as long as required by law or regulation, or as long as the claim is open and, thereafter, for a period set by the appropriate underwriting or claims records retention policies of EMC.

Sharing Information Gathered

We do not disclose nonpublic personal information about you or about employees, participants, beneficiaries or claimants under your insurance policy to anyone, except as permitted by law. We may share information about you or about employees, participants, beneficiaries or claimants under your insurance policy in the normal course of conducting our insurance operations, such as providing you with an insurance quote, and processing, servicing, administering and/or enforcing your insurance policy and your claims.

We are permitted by law to share information about you when and if you become an EMC customer or claimant, even without your authorization, with, for example:

- A third party, if it is reasonably necessary to enable that party to perform services for us, such as assisting EMC with claims investigations, appraisals, or the detection of fraud or material misrepresentations;

- Any of our affiliated companies that provide services to you;
- Insurance regulatory authorities, reporting agencies, or, if applicable, involuntary market administrators;
- A State Motor Vehicle Department, in order to obtain a report of any accidents or convictions;
- Law enforcement agencies or other governmental authorities, to protect our interests or to report illegal activities;
- Medical providers;
- Persons or organizations conducting insurance actuarial or research studies, subject to appropriate confidentiality agreements;
- Your independent agent; and
- As otherwise permitted or required by law.

We do not sell any customer, policyholder or claimant information to mailing list companies or mass marketing companies. We treat our customer, policyholder and claimant information as confidential as required under law.

Security Policies And Procedures

We restrict access to nonpublic personal information about you or about participants, beneficiaries and claimants under your insurance policy to those employees who need to know such information in order to provide insurance products or services to you. We instruct our employees so they will understand the importance of the confidentiality of personal information and take appropriate measures to enforce employee privacy responsibilities. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your nonpublic personal information.

EMC also uses data protection procedures, including computer hardware and software tools, to guard system and data privacy and integrity. EMC's computer systems are also protected by additional measures such as encryption of certain data transmissions, network routers and firewalls, all intended to prevent unauthorized access.

How to Contact Us

Use any of the following methods to reach us. Remember to include your name, address, date of birth, and policy or claim number.

Privacy Coordinator

EMC Insurance Companies

P.O. Box 712

Des Moines, Iowa 50303-0712

e-mail: privacycoordinator@EMCIns.com

* EMC Insurance Companies is the trade name used by several affiliated insurance and insurance service corporations, of which Employers Mutual Casualty Company is the lead company. This notice is applicable to and made on behalf of the following affiliated insurance companies with whom you may be a customer:

Employers Mutual Casualty Company
 EMC National Life Company
 EMC Property & Casualty Company
 Farm and City Insurance Company
 EMCASCO Insurance Company
 Dakota Fire Insurance Company
 Illinois EMCASCO Insurance Company
 EMC Reinsurance Company
 Union Insurance Company of Providence
 Hamilton Mutual Insurance Company

All of our affiliated insurance companies will be bound by the statements made herein. For ease of reference and paperwork reduction, this notice reflects the collective trade name of our affiliated companies.

We are required by law to send you this notice on an annual basis.



DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS DISCLOSURE IS ATTACHED TO YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

SCHEDULE *

Terrorism Premium (Certified Acts)

- A. Premium through end of year 12/31/ \$ _____
- B. Premium beyond the date specified above \$ _____
- (Refer to Paragraph D. in this endorsement.)

*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

A. Disclosure Of Premium

In accordance with the Federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this disclosure or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Premium beyond the year specified in the schedule above:

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in the schedule of this endorsement, unless extended by the federal government. If the federal program is extended, the premium shown in (B) in the schedule shall be attributable to coverage for terrorism acts certified under the Act.

If the federal program terminates, your policy will still contain coverage for acts of terrorism unless you have elected to exclude the coverage. The premium shown in (B) in of the schedule shall be attributable to that coverage for terrorism.

The following is required as part of the disclosure notice in MISSOURI

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered.

Read your policy and endorsements carefully.

IMPORTANT NOTICE TO POLICYHOLDERS

Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to www.cms.hhs.gov/MandatoryInsRep/ or consult with your attorney.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

QUICK REFERENCE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY READ YOUR POLICY CAREFULLY

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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.



**WORKERS COMPENSATION
NEBRASKA PREMIUM CREDIT APPLICATION**

Date

Producer		Name and Mailing Address:		
Code		Website Address		
Subcode		Effective Date	Expiration Date	Policy/Account Number

The Contracting Classification Premium Adjustment Program is applicable to qualifying employers engaged in contracting operations. A special premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each classification of contracting operations. In order that your premium may be correctly established, please return this completed premium credit application, as set out on the reverse side of this letter to the:

For all applications except Hawaii:

National Council on Compensation Insurance, Inc.
Customer Service Center
901 Peninsula Corporate Circle
Boca Raton, FL 33487

For Hawaii applications only:

National Council on Compensation Insurance, Inc.
Hawaii Service Center
1001 Bishop Street, Suite 1550
American Savings Bank Building
Honolulu, HI 96813

NCCI will advise us of any premium credit applicable.

If NCCI does not receive this application within 180 days after policy inception, your premium calculation will not reflect any possible premium credit.

For each applicable classification (both contracting and non-contracting) covering your company's operations in the state that this credit is being applied for (please note that each state that offers this credit requires a separate application), report the total payroll (excluding overtime premium pay, pay in excess of payroll amount charged to partners and sole proprietors as shown on the state rate pages, as well as the entire pay for any exempt sole proprietor, partner, or officer), and the corresponding total number of hours worked for the third calendar quarter (July, August, September) of the year preceding your anniversary rating date.

- Note #1: If you did not engage in contracting operations during the third quarter, the requested information to be provided should, then, be for the last complete calendar quarter prior to the anniversary rating date of your workers compensation policy.
- Note #2: If you are a new business (no prior operations), submit the requested information for the first complete calendar quarter following the anniversary rating date of your workers compensation policy when available.
- Note #3: In the absence of specific records for salaried employees, you should assume that each individual worked forty (40) hours per week.
- Note #4: In absence of specific anniversary rating date being supplied on application, it will be assumed that the policy effective date is the same as the anniversary rating date.

Please preserve your anniversary rating date and payroll records that formed the basis for this declaration, as we will be required to verify the reported information in order for any premium credit to be applied.

Thank you for your cooperation.

Sincerely,

STATE CREDIT BEING APPLIED FOR (note: one state per application): _____
 POLICY NUMBER: _____ POLICY EFFECTIVE DATE _____
 ANNIVERSARY RATING DATE (as defined in NCCI's *Basic Manual*): _____
 CARRIER _____

CLASSIFICATIONS	CODE	TOTAL WAGES PAID	TOTAL HOURS WORKED ³
Example: Electrical Wiring	5190	\$8,000	520
NON-CONTRACTING CLASSIFICATIONS:			

Complete Calendar Quarter (please select one):

Calendar Year:

SIGNATURE **POSITION** **DATE**

SLIDING SCALE DIVIDEND PLAN

ADVANTAGES OF THE PLAN . . .

- ◆ An insured with exceptionally good experience may earn from a 9% to 16% dividend depending on the earned premium of the risk.
- ◆ Workers' Compensation dividends are fixed and determined by the board of directors in accordance with the law and cannot be legally guaranteed. However, the company has paid dividends under this or comparable plans continuously since 1944.
- ◆ The possibility of high dividend return in recognition of favorable loss experience offers the insured prompt material rewards for cooperation in accident prevention measures and plant improvement.
- ◆ The insured does not have to give up the premium savings afforded by the Premium Discount Plan. (However, when any of the standard Retrospective Rating Plans are used, the Premium Discount Plan is deleted). The Sliding Scale Dividend is payable after allowance of the Premium Discount, if applicable.

HOW THE PLAN OPERATES . . .

◆ **PLAN ELIGIBILITY.** The Sliding Scale Dividend Plan will be paid from first dollar, and applies only to risks that run a full term with an earned premium of \$10,000 or more (after allowance of the Premium Discount, if applicable). If a risk develops less than \$10,000 earned premium, the risk is not eligible for a dividend.

◆ **DIVIDEND ELIGIBILITY.** The loss experience determines whether the risk is qualified for a dividend. If the incurred loss ratio is under 45%, the dividend is payable in accordance with the table displayed.

NOTE: No dividend will be paid on cancelled policies, except for those instances where policies are rewritten by EMC Insurance Companies.

◆ **COMPUTATION.** The Sliding Scale Dividend calculation will be computed six months after policy expiration when losses are more fully developed, or at the completion of the final audit of the policy, whichever occurs later. Once calculated, the dividend plan will be considered closed and final.

Minimum Earned Premium = \$10,000
(after allowance of the Premium Discount, if applicable)

Loss Ratio %	Premium Size		
	\$10,000 to \$39,999	\$40,000 to \$74,999	\$75,000 to \$99,999
0 – 4.99	9%	11%	13%
5 – 9.99	8	10	12
10 – 14.99	6	8	10
15 – 19.99	5	7	9
20 – 24.99	4	6	7
25 – 29.99	3	4	5
30 – 34.99	2	3	4
35 – 39.99	1	2	3
40 – 44.99	0	1	1
45 and over	0	0	0

Loss Ratio %	Premium Size
	\$100,000 and Over
0 – 4.99	16%
5 – 9.99	14
10 – 14.99	11
15 – 19.99	10
20 – 24.99	8
25 – 29.99	6
30 – 34.99	4
35 – 39.99	2
40 – 44.99	1
45 and over	0

EXAMPLE OF PLAN OPERATION . . .

Earned Premium...	\$15,000
Paid Losses	\$2,000
Reserves	500
Total Incurred Losses	\$2,500
<i>Total Incurred Loss Ratio:</i>	
$\$2,500 \div \$15,000 = 17\%$	
5% Sliding Scale Dividend on \$15,000	\$750