

## EMPLOYERS MUTUAL CASUALTY COMPANY

I N S T A L L M E N T   P R E M I U M   P A Y M E N T  
S C H E D U L E

POLICY PERIOD: 12/31/2016 TO 12/31/2017

\*-----\*  
\* POLICY NUMBER \*  
\* 5 H 0 - 4 3 - 5 1---17 \*  
\*-----\*

## N A M E D   I N S U R E D

## P R O D U C E R

WEATHERCRAFT CO. OF  
SCOTTSBLUFF

2401 E 8TH ST

NORTH PLATTE, NE.  
69101-2677

LOCKTON COMPANIES, LLC

1015 N 98TH ST STE 101

OMAHA, NE.

68114-2357

AGENT NO. AB-8210

THE (ADVANCE/ESTIMATED) PREMIUM WILL BE DUE AS FOLLOWS:

! SCHEDULE !	! INSTALLMENT !	! *STATE !	! TOTAL !
! DUE DATE !	! AMOUNT !	! SURCHARGE(S) !	! AMOUNT !
! 12/31/16 !	! 53135.00 !	! 3.47 !	! 53138.47 !
! 01/31/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 02/28/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 03/31/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 04/30/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 05/31/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 06/30/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 07/31/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 08/31/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! 09/30/17 !	! 17711.00 !	! 1.17 !	! 17712.17 !
! TOTAL !	! 212534.00 !	! 14.00 !	! 212548.00 !

\*REFER TO YOUR POLICY DOCUMENTS FOR INFORMATION ON STATE REQUIRED SURCHARGES.

THIS INSTALLMENT SCHEDULE WILL NOT BE REVISED BY ANY FUTURE ENDORSEMENT  
RESULTING IN PREMIUM CHANGES, UNLESS APPROVED BY THE COMPANY.

PLACE OF ISSUE: OMAHA, NE

DATE OF ISSUE: 10/27/2016



EMPLOYERS MUTUAL CASUALTY COMPANY (15539) PRIOR POLICY: 5H0-43-51-16  
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 \*  
\* 5 H 0 - 4 3 - 5 1---17 \*  
\*-----\*

ITEM 1

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

P R O D U C E R :

WEATHERCRAFT CO. OF  
SCOTTSBLUFF  
2401 E 8TH ST  
NORTH PLATTE NE 69101-2677

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

AGENCY BILL

PHONE NUMBER: 308-635-1810  
INSURED IS: CORPORATION  
BUS DESC: ROOFING  
INTERSTATE ID: 917416869  
FED. EMPLOYER'S ID: 470633327  
CO UNEMPLOYMENT ACCOUNT NUMBER: 000000  
SIC CODE: 1761

AGENT: AB 8210  
AGENT PHONE: (402)970-6100  
JACK H. STRUYK  
CLAIM REPORTING: (888)362-2255  
SERVICING CARRIER: (402)951-8300

ITEM 2 POLICY PERIOD:12:01 A.M.,STANDARD TIME AT THE INSURED'S MAILING ADDRESS  
FROM: DEC/31/16 TO: DEC/31/17

IMPORTANT NOTICE - NOTICE OF AVAILABILITY OF ACCIDENT PREVENTION SERVICES  
AND RETURN TO WORK COORDINATION SERVICES-TEXAS (WC8517)

PURSUANT TO TEXAS LABOR CODE §411.066, EMC INSURANCE COMPANIES IS  
REQUIRED TO NOTIFY ITS POLICYHOLDERS THAT ACCIDENT PREVENTION SERVICES ARE  
AVAILABLE FROM EMC INSURANCE COMPANIES AT NO ADDITIONAL CHARGE. THESE  
SERVICES MAY INCLUDE SURVEYS, RECOMMENDATIONS, TRAINING PROGRAMS,  
CONSULTATIONS, ANALYSES OF ACCIDENT CAUSES, INDUSTRIAL HYGIENE, AND  
INDUSTRIAL HEALTH SERVICES. EMC INSURANCE COMPANIES IS ALSO REQUIRED TO  
PROVIDE RETURN-TO-WORK COORDINATION SERVICES AS REQUIRED BY TEXAS LABOR  
CODE §413.021 AND TO NOTIFY YOU OF THE AVAILABILITY OF THE RETURN-TO-  
WORK REIMBURSEMENT PROGRAM FOR EMPLOYERS UNDER TEXAS LABOR CODE  
§413.022. IF YOU WOULD LIKE MORE INFORMATION, CONTACT EMC INSURANCE  
COMPANIES AT 972-470-5200 AND [LOSSCONTROL@EMCINS.COM](mailto:LOSSCONTROL@EMCINS.COM) FOR ACCIDENT PREVEN  
SERVICES OR 972-470-5200 AND [LOSSCONTROL@EMCINS.COM](mailto:LOSSCONTROL@EMCINS.COM) FOR RETURN-TO-WORK  
COORDINATION SERVICES. FOR INFORMATION ABOUT THESE REQUIREMENTS CALL THE  
TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION (TDI-DWC)  
AT 1-800-687-7080 OR FOR INFORMATION ABOUT THE RETURN-TO-WORK REIMBURSEMENT  
PROGRAM FOR EMPLOYERS CALL THE TDI-DWC AT (512)804-5000. IF EMC INSURANCE  
COMPANIES FAILS TO RESPOND TO YOUR REQUEST FOR ACCIDENT PREVENTION SERVICES  
OR RETURN-TO-WORK COORDINATION SERVICES, YOU MAY FILE A COMPLAINT WITH  
THE TDI-DWC IN WRITING AT [HTTP://WWW.TDI.TEXAS.GOV](http://WWW.TDI.TEXAS.GOV) OR BY MAIL TO TEXAS  
DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION, MS-8, AT  
7551 METRO CENTER DRIVE, AUSTIN, TEXAS 78744-1645.

ITEM 3

A. WORKERS' COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE  
WORKERS' COMPENSATION LAW OF THE STATES LISTED HERE; CO, KS, NE, SD, TX

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE  
ISSUED FROM: EMC INSURANCE CO, PO BOX 2070, OMAHA, NE 68103  
DATE OF ISSUE: 11/18/16 (BPP) COUNTERSIGNED BY:

DATE:

FORM WC7002A 09/86 (BPP) ANN RATING DATE: 12/31/16 007 JO 5H04351 1701



PAGE 2

EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUF

EFF DATE: 12/31/16

POLICY NUMBER: 5H0-43-51---17  
EXP DATE: 12/31/17  
WC000001A

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 \$ 1,000,000 EACH ACCIDENT  
BODILY INJURY BY DISEASE \$ 1,000,000 EACH EMPLOYEE  
BODILY INJURY BY DISEASE \$ 1,000,000 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(08/15)\*, 0417A\*, IL7004(03/16)\*, IL7130A(04/01)\*,  
IL7131A(04/01)\*, IL7602(04/16)\*, IL7604(03/16)\*, IL8044(06/15)\*,  
IL8383.2A(01/15)\*, IL8576(09/09)\*, WC000000C(01/15)\*,  
WC000301A(02/89)\*, WC000303C(10/04)\*, WC000310(04/84)\*,  
WC000311A(08/91)\*, WC000313(04/84)\*, WC000406A(07/95)\*,  
WC000414(07/90)\*, WC000419(01/01)\*, WC000421D(01/15)\*,  
WC000422B(01/15)\*, WC050402(11/90)\*, WC050404(01/12)\*,  
WC150401A(01/10)\*, WC150601A(01/87)\*, WC260402(01/95)\*,  
WC260601C(07/96)\*, WC400601A(07/11)\*, WC400603(01/94)\*,  
WC400605B(04/06)\*, WC420101(01/14)\*, WC420301G(06/14)\*,  
WC420407(03/02)\*, WC7003A(09/86)\*, WC7005(07/11)\*, WC7145(01/08)\*,  
WC7146(01/08)\*, WC8065(02/08)\*, WC8130(10/14)\*, WC8133(06/15)\*,  
WC8493(06/01)\*

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	.\$	170,487.00
ADJUSTMENT FOR DEBIT/CREDIT SCHEDULE MODIFICATION	.\$	8,529.00
FLEXIBLE RATING ADJUSTMENT DEBIT/CREDIT	.\$	53,794.00
LESS: ESTIMATED PREMIUM DISCOUNT	.\$	-20,826.00
BLANKET WAIVER OF OUR RIGHT TO RECOVER	.\$	300.00
EXPENSE CONSTANT	.\$	250.00

MINIMUM PREMIUM \$1650  
SOUTH DAKOTA

ESTIMATED POLICY PREMIUM . \$ 212,534.00

South Dakota Policy Fee . \$ 14.00  
TOTAL ESTIMATED POLICY PREMIUM . \$ 212,548.00

INTERIM ADJUSTMENTS WILL BE MADE: ANNUALLY

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE  
ISSUED FROM: EMC INSURANCE CO, PO BOX 2070, OMAHA, NE 68103  
DATE OF ISSUE: 11/18/16 (BPP) COUNTERSIGNED BY:

DATE:

FORM WC7002A 09/86 (BPP) ANN RATING DATE: 12/31/16 007 JO 5H04351 1701



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 5H0-43-51---17

WEATHERCRAFT CO. OF

EFF DATE: 12/31/16

EXP DATE: 12/31/17

WORKERS COMPENSATION POLICY  
DECLARATIONS

## =====

## ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	08-15	PRIVACY NOTICE	
*0417A	-	SPECIAL INTEREST/ADD.NAMED INSUREDS	
*IL7004	03-16	MUTUAL POLICY PROVISIONS	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7602	04-16	COLORADO COMPANY ELIMINATION	
*IL7604	03-16	KANSAS COMPANY ELIMINATION	
*IL8044	06-15	IMPORTANT NOTICE - TEXAS COMPLIANCE	
*IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 757
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*WC000000C	01-15	WC AND EMPLOYERS LIABILITY INSURANCE	
*WC000301A	02-89	ALTERNATE EMPLOYER ENDORSEMENT ALTERNATE EMPLOYER: UNION PACIFIC RAILROAD COMPANY ADDRESS: 1400 DOUGLAS ST, OMAHA, NE 68179 STATE OF SPECIAL OR TEMPORARY EMPLOYMENT: NE CO KS SD TX CONTRACT OR PROJECT: VARIOUS ROOFING PROJECTS	
*WC000303C	10-04	EMPLOYERS LIABILITY COVERAGE STATE(S): ND,WA,WY	
*WC000310	04-84	SOLE PROPRIETORS/PARTNERS/OFFICERS SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS INCLUDED BELOW (NAME, TYPE & STATE): FIRST NAME: JOE LAST NAME: STAROSKA PERSON: OFFICERS STATE(S):NE  FIRST NAME: SCOTT LAST NAME: ERICKSON PERSON: OFFICERS STATE(S):NE  FIRST NAME: JEREMY LAST NAME: RECHSTEINER 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.	

DATE OF ISSUE: 11/18/16

(CONTINUED)

FORM: IL7131A (ED. 04-01)

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PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 5H0-43-51---17

WEATHERCRAFT CO. OF

EFF DATE: 12/31/16

EXP DATE: 12/31/17

WORKERS COMPENSATION POLICY  
DECLARATIONS

## =====

## ENDORSEMENT SCHEDULE

EDITION		DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
FORM	DATE		
-----			
		STATE OF EMPLOYMENT:	
		NE	
		DESIGNATED WORK COMP LAW:	
		STATE OF HIRE	
*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"	
*WC000406A	07-95	PREMIUM DISCOUNT ENDORSEMENT	
*WC000414	07-90	NOTIFICATION OF CHANGE IN OWNERSHIP	
*WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
*WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
*WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
*WC050402	11-90	CO CLASSIFICATION ENDORSEMENT	
*WC050404	01-12	CO-NON-COOPERATION W/PREM AUDIT SURC	
*WC150401A	01-10	KANSAS FINAL PREMIUM ENDORSEMENT	
*WC150601A	01-87	KS CANCEL & NONRENEWAL ENDST	
*WC260402	01-95	NE CONTRACTORS CLASS PREM ADJUSTMENT	
*WC260601C	07-96	NE CANCELLATION & NONRENEWAL ENDST	
*WC400601A	07-11	SD-DIRECT ACTION STATUTE ENDORSEMENT	
*WC400603	01-94	SD MANAGED CARE ENDORSEMENT	
*WC400605B	04-06	SD CANCELLATION/NONRENEWAL END	
*WC420101	01-14	TX-PENDING LAW CHG TO TERRORISM RISK	
*WC420301G	06-14	TX AMENDATORY ENDORSEMENT	
*WC420407	03-02	TX AUDIT PREM & RETRO PREM END	
*WC7003A	09-86	WORKERS COMPENSATION SCHEDULE	
*WC7005	07-11	WC QUICK REFERENCE	
*WC7145	01-08	TX TERRISM RISK PRGM REATHRZTON ACT	
*WC7146	01-08	TX. TERRORISM PREMIUM END.	
*WC8065	02-08	NE-PREMIUM CREDIT APPLICATION	
*WC8130	10-14	IMPORTANT NOTICE	
*WC8133	06-15	IMPORTANT NOTICE	
*WC8493	06-01	IMPORTANT NOTICE TO POLICYHOLDERS	

DATE OF ISSUE: 11/18/16

FORM: IL7131A (ED. 04-01)

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5H04351 1701



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)  
WEATHERCRAFT CO. OF

POLICY NUMBER: 5H0-43-51---17  
EFF DATE: 12/31/16 EXP DATE: 12/31/17

**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) \$757.00

**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. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% 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 calendar year, 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 calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**The 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: 11/18/16

FORM: IL8383.2A(01-15)

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5H04351 1701



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 12/31/16 TO 12/31/17

\*-----\*  
\* POLICY NUMBER \*  
\* 5 H 0 - 4 3 - 5 1---17 \*  
\*-----\*

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

P R O D U C E R :

WEATHERCRAFT CO. OF  
SCOTTSBLUFF  
2401 E 8TH ST  
NORTH PLATTE NE 69101-2677

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

AGENCY BILL

AGENT: AB 8210  
AGENT PHONE: (402)970-6100  
JACK H. STRUYK  
CLAIM REPORTING: (888)362-2255  
SERVICING CARRIER: (402)951-8300

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: 12/31/16 TO 12/31/17 \*  
\*-----\*

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

1ST NAMED INSURED:  
WEATHERCRAFT CO. OF SCOTTSBLUFF

NO. 02:  
WEATHERCRAFT CO. OF NORTH PLATTE

NO. 03:  
OVERHEAD DOOR CO. OF SCOTTSBLUFF

NO. 04:  
WEATHERCRAFT CO. OF NORTH PLATTE  
(DBA)WEATHERCRAFT CO. OF MCCOOK

NO. 05:  
WEATHERCRAFT CO. OF NORTH PLATTE  
(DBA)WEATHERCRAFT CO. OF LEXINGTON

NO. 06:  
WGB COMPANIES, INC.

NO. 10:  
WEATHERCRAFT CO. OF NORTH PLATTE  
(DBA)WEATHERCRAFT CO. OF BRUSH, CO

PLACE OF ISSUE: OMAHA, NE  
DATE OF ISSUE: 11/18/16

(CONTINUED)



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EMPLOYERS MUTUAL CASUALTY COMPANY (15539) POLICY NO: 5H0-43-51---17  
WEATHERCRAFT CO. OF EFF DATE: 12/31/16 EXP DATE: 12/31/17

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

NO. 13:  
WNWK, INC. (DBA)OVERHEAD DOOR OF NORTHWEST KANSAS

NO. 14:  
WEATHERCRAFT CO. OF NORTH PLATTE  
(DBA)WEATHERCRAFT CO OF CENTRAL SOUTH DAKOTA

NO. 15:  
WHOLESALE ROOFING SUPPLY, INC.

NO. 16:  
E.E.L. INVESTMENTS

NO. 20:  
ERIC STAR PROPERTIES

NO. 21:  
DUFF ROOFING

NO. 22:  
HOME PRIDE COMPANIES, INC.

NO. 23:  
WEATHERCRAFT CO OF SCOTTSBLUFF  
(DBA) WEATHERCRAFT CO. OF BRIGHTON, CO

NO. 24:  
JOE & WENDY STAROSKA

PLACE OF ISSUE: OMAHA, NE  
DATE OF ISSUE: 11/18/16

FORM: IL7130A (ED. 04-01)

007 JO

5H04351 1701





EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUF  
INTERSTATE ID: 917416869

POLICY NUMBER: 5H0-43-51---17  
EFF DATE: 12/31/16 EXP DATE: 12/31/17

EXTENSION OF INFORMATION PAGE

WC000001A

ITEM 4 - CLASSIFICATION OF OPERATIONS SCHEDULE

\*\*\*\*\*

N E B R A S K A

( 001 ) 2401 E 8TH ST

NORTH PLATTE, NE. 69101-2677

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 10

FULL TIME: 10

PART TIME:

SIC: 1761

( 002 ) 71587 ROAD 388

MCCOOK, NE. 69001-7907

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 5

FULL TIME: 5

PART TIME:

SIC: 1761

( 003 ) 3345 N 10TH ST

GERING, NE. 69341

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 5

FULL TIME: 5

PART TIME:

SIC: 1761

( 004 ) UNKNOWN

VARIOUS, NE. 69101

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 2

FULL TIME: 2

PART TIME:

SIC: 1761

( 005 ) 320 S SPRUCE

OGALLALA, NE. 69153

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0

FULL TIME: 0

PART TIME:

SIC: 1761

( 006 ) 5202 Q ST

OMAHA, NE. 68117-1815

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 5

FULL TIME: 5

PART TIME:

SIC: 1761

CLASSIFICATION PHRASEOLOGY

.CODE .

ESTIMATED

. RATES

ESTIMATED

. NO. .

ANNUAL

. PER \$100

ANNUAL

. .

.REMUNERATION.REMUNERATION

PREMIUM

\*\*LOCATION 001\*\*

CONTRACTOR EXECUTIVE SUPERVISOR OR.  
CONSTRUCTION SUPERINTENDENT

.5606 .  
.

275,500.  
.

2.14 .  
.

5,896.00  
.

MILLWRIGHT WORK NOC & D

.3724 .

332,000.

7.78 .

25,830.00

SHEET METAL WORK-INSTALLATION & D

.5535 .

223,000.

13.14 .

29,302.00

ROOFING ALL KINDS & D

.5551 .

332,500.

21.38 .

71,089.00

ISSUED FROM: OMAHA, NE

DATE OF ISSUE: 11/18/16 (BPP)

FORM WC7003A 09/86

(BPP) ANN RATING DATE: 12/31/16 007 JO 5H04351 1701



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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUF

EFF DATE: 12/31/16

POLICY NUMBER: 5H0-43-51--17  
EXP DATE: 12/31/17  
WC000001A

STORAGE WAREHOUSE NOC	.8292 .	9,500.	5.89 .	\$	560.00
SALESPERSONS, COLLECTORS, OR MESSENGERS - OUTSIDE	.8742 . . .	879,750. .	0.74 .	\$ .	6,510.00
CLERICAL OFFICE EMPLOYEES NOC	.8810 .	927,250.	0.25 .	\$	2,318.00
CARPENTRY DETACHED ONE OR TWO FAMILY DWELLINGS	.5645 . . .	IF ANY. .	13.36 .	\$ .	0.00
CONTRACTORS PERMANENT YARD	.8227 .	161,500.	4.99 .	\$	8,059.00
ALTERNATE EMPLOYER ENDORSEMENT	.9689 .	.	.	\$	100.00
**LOCATION 002**					
SHEET METAL WORK-INSTALLATION & D	.5535 .	IF ANY.	13.14 .	\$	0.00
ROOFING ALL KINDS & D	.5551 .	IF ANY.	21.38 .	\$	0.00
CONTRACTOR EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	.5606 . . .	IF ANY. .	2.14 .	\$ .	0.00
SALESPERSONS, COLLECTORS, OR MESSENGERS - OUTSIDE	.8742 . . .	IF ANY. .	0.74 .	\$ .	0.00
CLERICAL OFFICE EMPLOYEES NOC	.8810 .	IF ANY.	0.25 .	\$	0.00
CONTRACTORS PERMANENT YARD	.8227 .	IF ANY.	4.99 .	\$	0.00
**LOCATION 003**					
CLERICAL OFFICE EMPLOYEES NOC	.8810 .	IF ANY.	0.25 .	\$	0.00
SHEET METAL WORK-INSTALLATION & D	.5535 .	IF ANY.	13.14 .	\$	0.00
ROOFING ALL KINDS & D	.5551 .	IF ANY.	21.38 .	\$	0.00
CONTRACTOR EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	.5606 . . .	IF ANY. .	2.14 .	\$ .	0.00
CONTRACTORS PERMANENT YARD	.8227 .	IF ANY.	4.99 .	\$	0.00
SALESPERSONS, COLLECTORS, OR MESSENGERS - OUTSIDE	.8742 . . .	IF ANY. .	0.74 .	\$ .	0.00
MILLWRIGHT WORK NOC & D	.3724 .	IF ANY.	7.78 .	\$	0.00
STORAGE WAREHOUSE NOC	.8292 .	IF ANY.	5.89 .	\$	0.00
**LOCATION 004**					
MILLWRIGHT WORK NOC & D	.3724 .	IF ANY.	7.78 .	\$	0.00
SALESPERSONS, COLLECTORS, OR MESSENGERS - OUTSIDE	.8742 . . .	IF ANY. .	0.74 .	\$ .	0.00

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUF

EFF DATE: 12/31/16

POLICY NUMBER: 5H0-43-51---17  
EXP DATE: 12/31/17  
WC000001A

CONTRACTORS PERMANENT YARD	.8227	IF ANY.	4.99	.\$	0.00
CLERICAL OFFICE EMPLOYEES NOC	.8810	IF ANY.	0.25	.\$	0.00
**LOCATION 005**					
CONTRACTOR EXECUTIVE SUPERVISOR OR	.5606	IF ANY.	2.14	.\$	0.00
CONSTRUCTION SUPERINTENDENT	.	.	.	.	.
SHEET METAL WORK-INSTALLATION & D	.5535	IF ANY.	13.14	.\$	0.00
ROOFING ALL KINDS & D	.5551	IF ANY.	21.38	.\$	0.00
SALESPERSONS, COLLECTORS, OR	.8742	IF ANY.	0.74	.\$	0.00
MESSENGERS - OUTSIDE	.	.	.	.	.
MILLWRIGHT WORK NOC & D	.3724	IF ANY.	7.78	.\$	0.00
**LOCATION 006**					
CARPENTRY DETACHED ONE OR TWO	.5645	50,000.	13.36	.\$	6,680.00
CONSTRUCTION SUPERINTENDENT	.	.	.	.	.
CLERICAL OFFICE EMPLOYEES NOC	.8810	61,096.	0.25	.\$	153.00
EMPLOYERS LIABILITY	.9812	.	.	.\$	1,721.00
PREMIUM FOR INCR LIMITS PART TWO.	.	.	.	.	.

-----  
SUBJECT PREMIUM . \$ 158,218.00  
-----MODIFIED PREMIUM - EXP. MOD. APPLIED  
(0.850) . \$ 134,485.00  
-----NE FLEXIBLE RATING ADJUSTMENT DEBIT CODE - 9659 . \$ 53,794.00  
-----

STATE TOTAL ESTIMATED STANDARD PREMIUM . \$ 188,279.00

CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT . \$ -16,985.00

BLANKET WAIVER OF OUR RIGHT TO RECOVER - CODE 9656 . \$ 300.00

Terrorism - Code 9740 (RATE .02) . \$ 650.00

Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .02) . \$ 650.00  
-----STATE TOTAL PREMIUM . \$ 172,894.00  
-----

C O L O R A D O

( 007 ) NO PHYSICAL ADDRESS  
BRUSH, CO. 80723

119 S CLAYTON ST

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 2

FULL TIME: 2

PART TIME:

SIC: 1761

-----  
CLASSIFICATION PHRASEOLOGY .CODE . ESTIMATED . RATES ESTIMATED  
. NO. . ANNUAL . PER \$100 ANNUAL  
. . REMUNERATION.REMUNERATION PREMIUM  
-----

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUFPOLICY NUMBER: 5H0-43-51--17  
EFF DATE: 12/31/16EXP DATE: 12/31/17  
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## \*\*LOCATION 007\*\*

STORAGE WAREHOUSE NOC	.8292 .	IF ANY.	6.45 .	\$	0.00
CLERICAL OFFICE EMPLOYEES NOC	.8810 .	40,000.	0.26 .	\$	104.00
SHEET METAL WORK-INSTALLATION & D	.5535 .	25,000.	14.44 .	\$	3,610.00
ROOFING ALL KINDS & D	.5551 .	45,000.	24.40 .	\$	10,980.00
CONTRACTORS PERMANENT YARD	.8227 .	15,000.	5.64 .	\$	846.00
EMPLOYERS LIABILITY	.9812 .	.	.	\$	171.00
PREMIUM FOR INCR LIMITS PART TWO.	.	.	.	.	.

-----  
SUBJECT PREMIUM . \$ 15,711.00-----  
MODIFIED PREMIUM - EXP. MOD. APPLIED .  
(0.850) . \$ 13,354.00-----  
SCHEDULE MODIFICATION DEBIT 9889 . \$ 3,339.00-----  
STATE TOTAL ESTIMATED STANDARD PREMIUM . \$ 16,693.00

CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT . \$ -1,504.00

Terrorism - Code 9740 (RATE .02) . \$ 25.00

Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .02) . \$ 25.00

-----  
STATE TOTAL PREMIUM . \$ 15,239.00

## S O U T H D A K O T A

( 008 ) NO PHYSICAL ADDRESS  
CHAMBERLAIN, SD. 57325

312 ANTELOPE DR

## NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 2

FULL TIME: 2

PART TIME:

SIC: 1761

-----  
CLASSIFICATION PHRASEOLOGY .CODE . ESTIMATED . RATES ESTIMATED  
. NO. . ANNUAL . PER \$100 ANNUAL  
. . REMUNERATION.REMUNERATION PREMIUM  
-----

## \*\*LOCATION 008\*\*

MILLWRIGHT WORK NOC & D	.3724 .	IF ANY.	8.37 .	\$	0.00
SHEET METAL WORK-INSTALLATION & D	.5535 .	40,000.	10.79 .	\$	4,316.00
ROOFING ALL KINDS & D	.5551 .	60,000.	25.36 .	\$	15,216.00
CONTRACTOR EXECUTIVE SUPERVISOR OR	.5606 .	IF ANY.	2.42 .	\$	0.00
CONSTRUCTION SUPERINTENDENT	.	.	.	.	.
SALESPERSONS, COLLECTORS, OR	.8742 .	65,000.	0.61 .	\$	397.00
MESSENGERS - OUTSIDE	.	.	.	.	.

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUFPOLICY NUMBER: 5H0-43-51--17  
EFF DATE: 12/31/16EXP DATE: 12/31/17  
WC000001A

CLERICAL OFFICE EMPLOYEES NOC	.8810	IF ANY.	0.31	0.00
CONTRACTORS PERMANENT YARD	.8227	IF ANY.	6.09	0.00
CARPENTRY DETACHED ONE OR TWO FAMILY DWELLINGS	.5645	IF ANY.	18.89	0.00
CONTRACTORS PERMANENT YARD	.8227	IF ANY.	6.09	0.00
EMPLOYERS LIABILITY PREMIUM FOR INCR LIMITS PART TWO.	.9812			219.00

-----  
SUBJECT PREMIUM . \$ 20,148.00  
-----MODIFIED PREMIUM - EXP. MOD. APPLIED  
(0.850) . \$ 17,126.00  
-----SCHEDULE MODIFICATION DEBIT 9889 . \$ 4,282.00  
-----

STATE TOTAL ESTIMATED STANDARD PREMIUM . \$ 21,408.00

CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT . \$ -1,928.00

Terrorism - Code 9740 (RATE .02) . \$ 33.00

Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .02) . \$ 33.00  
-----

STATE SUBTOTAL . \$ 19,546.00

South Dakota Policy Fee . \$ 14.00  
-----STATE TOTAL PREMIUM . \$ 19,560.00  
-----

## T E X A S

( 009 ) NO PHYSICAL ADDRESS  
AUSTIN, TX. 78701

301 W 2ND ST

## NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0

FULL TIME: 0

PART TIME:

SIC: 1761

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED	RATES	ESTIMATED
	. NO. .	ANNUAL	. PER \$100	ANNUAL
		.REMUNERATION.	REMUNERATION	PREMIUM
**LOCATION 009**				
ROOFING ALL KINDS & D	.5551	IF ANY.	20.37	0.00
CONTRACTOR EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	.5606	IF ANY.	1.64	0.00
EMPLOYERS LIABILITY PREMIUM FOR INCR LIMITS PART TWO.	.9812			1.00
-----				
SUBJECT PREMIUM				. \$ 1.00

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUFPOLICY NUMBER: 5H0-43-51---17  
EFF DATE: 12/31/16EXP DATE: 12/31/17  
WC000001A

MODIFIED PREMIUM - EXP. MOD. APPLIED	.	
(0.850)	.\$	1.00
-----		
SCHEDULE MODIFICATION DEBIT 9889	.\$	.00
-----		
STATE TOTAL ESTIMATED STANDARD PREMIUM	.\$	1.00
-----		
STATE TOTAL PREMIUM	.\$	1.00
-----		

## W Y O M I N G

( 010 ) NO PHYSICAL ADDRESS  
JACKSON, WY. 83001

150 E PEARL AVE

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0  
FULL TIME: 0

PART TIME: SIC: 1761

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED .	RATES .	ESTIMATED
	. NO. .	ANNUAL .	PER \$100 .	ANNUAL
		. REMUNERATION.	REMUNERATION	PREMIUM
-----				
**LOCATION 010**				
EMPLOYER'S LIABILITY COVERAGE	.9139 .	.	.\$	125.00
-----				
SUBJECT PREMIUM			.\$	125.00
-----				
STATE TOTAL ESTIMATED STANDARD PREMIUM			.\$	125.00
-----				
STATE TOTAL PREMIUM			.\$	125.00
-----				

## W A S H I N G T O N

( 011 ) NO PHYSICAL ADDRESS  
TACOMA, WA. 98502

747 MARKET ST

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0  
FULL TIME: 0

PART TIME: SIC: 1761

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED .	RATES .	ESTIMATED
	. NO. .	ANNUAL .	PER \$100 .	ANNUAL
		. REMUNERATION.	REMUNERATION	PREMIUM
-----				
**LOCATION 011**				
EMPLOYER'S LIABILITY COVERAG	.9139 .	.	.\$	125.00
-----				
SUBJECT PREMIUM			.\$	125.00
-----				
STATE TOTAL ESTIMATED STANDARD PREMIUM			.\$	125.00
-----				
STATE TOTAL PREMIUM			.\$	125.00
-----				

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EMPLOYERS MUTUAL CASUALTY COMPANY  
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WC000001A

N O R T H D A K O T A

( 012 ) NO PHYSICAL ADDRESS  
FARGO, ND. 58102

3RD ST N

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0

FULL TIME: 0

PART TIME:

SIC: 1761

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED .	RATES .	ESTIMATED
	. NO. .	ANNUAL .	PER \$100 .	ANNUAL
		.REMUNERATION.	REMUNERATION	PREMIUM
**LOCATION 012**				
EMPLOYER'S LIABILITY COVERAG	.9139 .	.	.\$	125.00
SUBJECT PREMIUM				.\$ 125.00
STATE TOTAL ESTIMATED STANDARD PREMIUM				.\$ 125.00
STATE TOTAL PREMIUM				.\$ 125.00

K A N S A S

( 013 ) NO PHYSICAL ADDRESS  
GARDEN CITY, KS. 67846

301 N 8TH ST

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 2

FULL TIME: 2

PART TIME:

SIC: 1761

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED .	RATES .	ESTIMATED
	. NO. .	ANNUAL .	PER \$100 .	ANNUAL
		.REMUNERATION.	REMUNERATION	PREMIUM
**LOCATION 013**				
MILLWRIGHT WORK NOC & D	.3724 .	80,000.	3.92 .	3,136.00
SHEET METAL WORK-INSTALLATION & D	.5535 .	IF ANY.	5.78 .	0.00
ROOFING ALL KINDS & D	.5551 .	IF ANY.	15.41 .	0.00
CONTRACTOR EXECUTIVE SUPERVISOR OR	.5606 .	IF ANY.	1.30 .	0.00
CONSTRUCTION SUPERINTENDENT	.	.	.	.
STORAGE WAREHOUSE NOC	.8292 .	IF ANY.	5.04 .	0.00
SALESPERSONS, COLLECTORS, OR	.8742 .	75,000.	0.39 .	293.00
MESSENGERS - OUTSIDE	.	.	.	.
CLERICAL OFFICE EMPLOYEES NOC	.8810 .	78,000.	0.21 .	164.00
CONTRACTORS PERMANENT YARD	.8227 .	14,000.	4.53 .	634.00

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUF

EFF DATE: 12/31/16

POLICY NUMBER: 5H0-43-51--17  
EXP DATE: 12/31/17  
WC000001A

EMPLOYERS LIABILITY	.9812	.	.\$	46.00
PREMIUM FOR INCR LIMITS PART TWO.	.	.	.	

SUBJECT PREMIUM	.\$	4,273.00
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MODIFIED PREMIUM - EXP. MOD. APPLIED	.	
(0.850)	.\$	3,632.00

SCHEDULE MODIFICATION DEBIT 9889	.\$	908.00
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STATE TOTAL ESTIMATED STANDARD PREMIUM	.\$	4,540.00
--	-----	----------

CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT	.\$	-409.00
--	-----	---------

Terrorism - Code 9740 (RATE .02)	.\$	49.00
----------------------------------	-----	-------

Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .02)	.\$	49.00
---	-----	-------

STATE TOTAL PREMIUM	.\$	4,229.00
---------------------	-----	----------

ESTIMATED POLICY PREMIUM	.\$	212,284.00
--------------------------	-----	------------

EXPENSE CONSTANT	.\$	250.00
------------------	-----	--------

South Dakota Policy Fee	.\$	14.00
-------------------------	-----	-------

TOTAL ESTIMATED POLICY PREMIUM	.\$	212,548.00
--------------------------------	-----	------------

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUF

POLICY NUMBER: 5H0-43-51---17  
EFF DATE: 12/31/16

EXP DATE: 12/31/17

NAMED INSURED'S

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

- 01 WEATHERCRAFT CO. OF SCOTTSBLUFF  
FEIN NUMBER: 470633327  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:  
KS UI:  
LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012, 013
- 02 WEATHERCRAFT CO. OF NORTH PLATTE  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:  
KS UI:  
LOCATIONS: 001, 002, 003, 004, 006, 007, 008, 009, 010  
011, 012, 013
- 03 OVERHEAD DOOR CO. OF SCOTTSBLUFF  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:  
KS UI:  
LOCATIONS: 001, 002, 003, 004, 006, 007, 008, 009, 010  
011, 012, 013
- 04 WEATHERCRAFT CO. OF NORTH PLATTE  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:  
KS UI:

ISSUED FROM: OMAHA, NE  
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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5H0-43-51---17

WEATHERCRAFT CO OF SCOTTSBLUF

EFF DATE: 12/31/16

EXP DATE: 12/31/17

LOCATIONS: 001, 002, 003, 004, 006, 007, 008, 009, 010  
011, 012, 013

05 WEATHERCRAFT CO. OF NORTH PLATTE

NE UI:

CO UI: 000000

SD UI:

TX UI:

WY UI:

WA UI:

ND UI:

KS UI:

LOCATIONS: 001, 002, 003, 004, 006, 007, 008, 009, 010  
011, 012, 013

06 WGB COMPANIES, INC.

NE UI:

CO UI: 000000

SD UI:

TX UI:

WY UI:

WA UI:

ND UI:

KS UI:

LOCATIONS: 001, 002, 003, 004, 006, 007, 008, 009, 010  
011, 012, 013

10 WEATHERCRAFT CO. OF NORTH PLATTE

NE UI:

CO UI: 000000

SD UI:

TX UI:

WY UI:

WA UI:

ND UI:

KS UI:

LOCATIONS: 001, 002, 003, 004, 006, 007, 008, 009, 010  
011, 012, 013

13 WNWK, INC. (DBA)OVERHEAD DOOR OF NORTHWEST KANSAS

NE UI:

CO UI: 000000

SD UI:

TX UI:

WY UI:

WA UI:

ND UI:

KS UI:

LOCATIONS: 001, 002, 003, 004, 006, 007, 008, 009, 010  
011, 012, 013

ISSUED FROM: OMAHA, NE

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 5H0-43-51---17

WEATHERCRAFT CO OF SCOTTSBLUF

EFF DATE: 12/31/16

EXP DATE: 12/31/17

14 WEATHERCRAFT CO. OF NORTH PLATTE  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:  
LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012

15 WHOLESALE ROOFING SUPPLY, INC.  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:  
KS UI:  
LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012, 013

16 E.E.L. INVESTMENTS  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
ND UI:  
LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 012

20 ERIC STAR PROPERTIES  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:  
LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012

21 DUFF ROOFING  
NE UI:  
CO UI: 000000  
SD UI:  
TX UI:  
WY UI:  
WA UI:  
ND UI:

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EMPLOYERS MUTUAL CASUALTY COMPANY

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WEATHERCRAFT CO OF SCOTTSBLUF

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EXP DATE: 12/31/17

LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012

22 HOME PRIDE COMPANIES, INC.

NE UI:

CO UI: 000000

SD UI:

TX UI:

WY UI:

WA UI:

ND UI:

LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012

23 WEATHERCRAFT CO OF SCOTTSBLUFF

NE UI:

CO UI: 000000

SD UI:

TX UI:

WY UI:

WA UI:

ND UI:

LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012

24 JOE & WENDY STAROSKA

NE UI:

CO UI: 000000

SD UI:

TX UI:

WY UI:

WA UI:

ND UI:

LOCATIONS: 001, 002, 003, 004, 005, 006, 007, 008, 009  
010, 011, 012

ISSUED FROM: OMAHA, NE

DATE OF ISSUE: 11/18/16 (BPP)

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EMPLOYERS MUTUAL CASUALTY COMPANY  
WEATHERCRAFT CO OF SCOTTSBLUF

POLICY NUMBER: 5H0-43-51--17  
EFF DATE: 12/31/16

EXP DATE: 12/31/17

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	
COLORADO	\$ 10,000 0.0%	\$ 190,000 9.1%	\$ 1,550,000 11.3%		12.3%
KANSAS	\$ 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%
SOUTH DAKOTA	\$ 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: 11/18/16 (BPP) COUNTERSIGNED BY:

DATE:

FORM WC000406A ED 07/95 (BPP) ANN RATING DATE: 12/31/16 007 JO 5H04351 1701



## PRIVACY NOTICE

State and federal law requires this notice be sent annually. This notice describes how we collect, use, protect and share information. Additionally, this notice will explain how to request information we have in our records.

**We do not share personal information except as permitted by law.**

### Our Company Policy

When you apply for insurance with EMC Insurance Companies\* (EMC), you give us information about yourself, your employees and your company's participants, beneficiaries and claimants. We need this data to process and service your business. EMC, our affiliates and our agents recognize the confidentiality expectations of our policyholders.

We value the trust you place in us, respect the privacy of the information we receive from you and are committed to keeping this information secure and confidential.

- We collect only data needed for our business.
- We use means allowed by law to collect information.
- We only share data that the law allows.
- We limit employee access to data to only those who need access for business reason.

### Information We May Collect

Possible sources of information:

- From you, your employees, and your company's participants, beneficiaries or claimants. We may collect information from your application, telephone or in-person interviews, or your independent insurance agent. We collect most of our information directly from you.
- From transactions with us, such as payment history, underwriting and claim documents.
- From outside sources, such as driving records or other public records and claims history.
- From consumer reporting agencies, such as credit history. If we order a consumer or business credit report, we will provide notification as required by state laws and under the federal Fair Credit Reporting Act (FCRA).

Possible types of information

- |                                     |                           |
|-------------------------------------|---------------------------|
| • Name                              | • Social Security number  |
| • Phone number                      | • Driver's license number |
| • Credit report                     | • Email address           |
| • Other consumer report information | • Health information      |
| • Mailing address                   | • Financial information   |

### How We Use This Information

Personal information about yourself, your employees, and your company's participants, beneficiaries or claimants may be saved both in our records and in your agent's files. We use this information to:

- |                                 |                                      |
|---------------------------------|--------------------------------------|
| • Underwrite insurance policies | • Offer other EMC insurance products |
| • Process insurance claims      | • Service accounts                   |
| • Ensure proper billing         |                                      |

### How We Protect This Information

EMC protects insured information in a variety of ways:

- We limit employee access to customer data.
- We train our employees to make use of customer data only for lawful purposes.
- We protect data by using physical, electronic and procedural safeguards.
- We require third-party business partners to follow our privacy standards. This mean they cannot disclose or reuse customer information in any way.

### How We Share This Information

We share information about our customers or former customers, as well as their employees, participants, beneficiaries and claimants, only as permitted by law. The law allows EMC to share this information with the following types of third parties without your consent:

- Our affiliated companies
- Your company's independent agent or broker
- Parties who perform a business, professional or insurance function for our company, including our reinsurance companies
- Businesses that help us with data processing or marketing
- Independent claim adjusters, appraisers, investigators, medical professionals and attorneys who need the information to investigate, defend or settle a claim involving your company
- Business that conduct research, including actuarial or underwriting studies
- Other insurance companies, agents or consumer reporting agencies as reasonably necessary in connection with any application, policy or claim involving your company
- Medical care institutions or medical professionals to verify coverage or conduct an audit of services

- Government agencies in connection with the regulation of our business
- Support organizations that collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims
- Law enforcement or other government authorities to protect our legal interests or in cases of suspected fraud or illegal activities
- Authorized persons as ordered by a subpoena, warrant or other court order or as otherwise required by law
- Certificate holders or policyholders for the purpose of providing information regarding the status of an insurance transaction
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or other interest in your company's policy

### Requesting Your Company's Information

It is your right:

- To know what kind of information we keep in our files about your company
- To have reasonable access to it
- To receive a copy of it

Contact us by any of the means provided below if you have questions about the company information we have on file. We will need the following information to respond to your inquiry:

- Your complete company name
- Your company's complete address
- Type(s) of policy held or applied for
- All policy or claims numbers issued to your company by us

We are not required to tell you about certain types of information generally collected when evaluating claims or possible lawsuits.

Within 30 business days of receipt of your request, we will do the following:

- Inform you in writing of the nature and substance of locatable, retrievable and available recorded information about your company in our files. You may review this information in person or receive a copy at a reasonable charge.
- Identify any person or organizations listed in our records to whom we have disclosed this information within the past two years. In addition, you may be given the name and address of any consumer credit reporting agency that prepared a report about yourself or your company. You may contact the agency for a copy of your report.

After you have reviewed the company information in our files, you can contact us if you believe it should be corrected, amended or deleted. Tell us what you think is wrong and why. We will consider your request and provide you with written notice with 30 business days to let you know if we have changed our files and why.

If we do not make changes, you will have the right to insert in our file a concise statement containing what you believe to be the correct, relevant or fair information and explain why you believe the information on file to be improper. We will furnish the changes or, where applicable, your statements to:

- Any persons designated by your company who may have received such information within the past two years
- Any support organizations that have received such information from us within the past seven years (unless the organization no longer maintains such information about your company)
- Any insurance support organization that furnished us the original information

If we do not make the changes you requested, subsequent disclosures that we make will include your company's statement.

### Contact Us

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

Privacy Coordinator  
 EMC Insurance Companies  
 P.O. Box 712  
 Des Moines, Iowa 50306-0712  
[privacycoordinator@emcins.com](mailto:privacycoordinator@emcins.com)  
 800-447-2295

We reserve the right to modify or supplement this privacy notice at any time in accordance with the applicable law. We will send you a notice if we make changes affecting your rights under our privacy policy.

\*EMC Insurance Companies is the trade name used by our group of insurance and insurance service companies 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:

Employers Mutual Casualty Company  
 EMC Insurance Group Inc.  
 EMC National Life Company  
 EMC Property & Casualty Company

EMC Reinsurance Company  
 EMC Risk Services, LLC  
 EMC Underwriters, LLC  
 EMCASCO Insurance Company

Dakota Fire Insurance Company  
 Hamilton Mutual Insurance Company  
 Illinois EMCASCO Insurance Company  
 Union Insurance Company of Providence

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



Employers Mutual  
Casualty Company

**NONASSESSABLE POLICY — MUTUAL PROVISIONS**

Home Office, Des Moines, Iowa

The Insured shall not be liable for any assessment under this policy.

By acceptance of this policy the Named Insured becomes a member of the Company and shall be entitled to vote at all meetings of the Company, and shall upon termination of this policy, participate in the distribution of dividends as fixed and determined by the directors in accordance with law. The annual meeting of the members is held at the Home Office of the Company in Des Moines, Iowa, at 9:30 a.m. Central Time, on the second Wednesday in March of each year.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Robert L. Link, Secretary

Bruce G. Kelley, President



EMCASCO  
Insurance Company

Home Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Richard W. Hoffmann, Secretary

Bruce G. Kelley, President



Union Insurance  
Company of Providence

Home Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Richard W. Hoffmann, Secretary

William G. Arnold, President



Illinois EMCASCO  
Insurance Company

Home Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Richard W. Hoffmann, Secretary

Gary A. Kohnke, President



Dakota Fire  
Insurance Company

Home Office, Bismarck, North Dakota

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Robert L. Link, Secretary

Marilyn R. Ternes, President





Hamilton Mutual  
Insurance Company

**NONASSESSABLE POLICY — MUTUAL PROVISIONS**

Home Office, Des Moines, Iowa

The Insured shall not be liable for any assessment under this policy.

By acceptance of this policy the Named Insured becomes a member of the Company and shall be entitled to vote at all meetings of the Company, and shall upon termination of this policy participate in the distribution of dividends as fixed and determined by the directors in accordance with law. The annual meetings are held at the Ohio branch office of the Company (currently located in Blue Ash, Ohio) on the third Monday of February in each year, at 1:00 p.m. Eastern Time. If the third Monday falls on a legal holiday in the state of Ohio, the meeting will be held on the next business day.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Robert L. Link, Secretary

Philip A. Goedde, President



EMC Property &  
Casualty Company

Home Office, Des Moines, Iowa

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Richard W. Hoffmann, Secretary

Bruce G. Kelley, President



Employers Mutual  
Casualty Company

**MUTUALS — MEMBERSHIP AND VOTING NOTICE**

Home Office, Des Moines, Iowa (Applicable in the State of Texas)

The Insured is notified that by virtue of this policy, the Insured is a member of the Employers Mutual Casualty Company of Des Moines, Iowa, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, Des Moines, Iowa, on the second Wednesday of March, in each year, at 9:30 a.m. Central Time.

**MUTUALS — PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY**

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, this Company has executed and attested these presents.

Robert L. Link, Secretary

Bruce G. Kelley, President

## **COLORADO COMPANY ELIMINATION ENDORSEMENT**

The Colorado Insurance Department requires the company to explain by this endorsement that:

**Employers Mutual Casualty Company,  
EMCASCO Insurance Company,  
Union Insurance Company of Providence and  
EMC Property and Casualty Company**

are licensed to do insurance business in Colorado, but:

**Dakota Fire Insurance Company and  
Illinois EMCASCO Insurance Company**

are not licensed companies in Colorado.

This endorsement in no way affects the coverage under the policy/bond to which it is attached but is intended only to clarify the name of the issuing company.

## KANSAS COMPANY ELIMINATION ENDORSEMENT

The Kansas Insurance Department requires the company to explain by this endorsement that:

**Employers Mutual Casualty Company,  
EMCASCOS Insurance Company,  
Union Insurance Company of Providence,  
EMC Property & Casualty Company and  
Hamilton Mutual Insurance Company**

are licensed to do insurance business in Kansas, but:

**Dakota Fire Insurance Company and  
Illinois EMCASCO Insurance Company**

are not licensed companies in Kansas and reference to such is hereby deleted from the policy.

This endorsement in no way affects the coverage under the policy/bond to which it is attached but is intended only to clarify the name of the issuing company.



### IMPORTANT NOTICE

To obtain information or to make a complaint:

You may call EMC Insurance Companies' toll free telephone number for information or to make a complaint at:

**1-800-223-0562**

You may also write to EMC Insurance Companies at:  
P.O. Box 1739  
Wichita, KS 67201-1739

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, Texas 78714-9104  
FAX: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de EMC Insurance Companies' para obtener información o para presentar una queja al:

**1-800-223-0562**

Usted también puede escribir a EMC Insurance Companies:

P.O. Box 1739  
Wichita, KS 67201-1739

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, Texas 78714-9104  
FAX: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-Mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

### ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

## 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/](http://www.cms.hhs.gov/MandatoryInsRep/) or consult with your attorney.

**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;

(Ed. 01-15)

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

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

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

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

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

These statements apply where they are required by law.

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

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

## **PART TWO EMPLOYERS LIABILITY INSURANCE**

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

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

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

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

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

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

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

**C. Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;

11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued 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.

**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**

- | <b>1. Alternate Employer</b>                       | <b>Address</b> |
|--|----------------|
| <b>2. State of Special or Temporary Employment</b> |                |
| <b>3. Contract or Project</b>                      |                |

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 01 A**  
(Ed. 2-89)

**EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

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

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

This insurance does not cover

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

Schedule

**States**

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 03 C**  
(Ed. 10-04)

**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT**

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

**Schedule****Persons****State**

Sole Proprietor:

Partners:

Officers:

Others:

**Notes:**

1. Individuals may be designated in this endorsement only when it is proper to do so under the workers compensation law. Individuals may be designated by naming them or by describing them, as, for example:
  - a. all partners;
  - b. all executive officers except the president;
  - c. each person named in Item 4 of the Information Page
2. In the Commonwealth of Massachusetts, this endorsement can be used only to identify sole proprietors, partners, **members of Limited Liability Companies or partners of Limited Liability Partnerships** who have elected to obtain coverage for themselves as employees on this policy in accordance with Massachusetts General Law, Chapter 152, Section 1(4), as amended, and Massachusetts Department of Industrial Accidents Regulation 452 CMR 8.00 **and DIA Circular Letter No: 313**. All included sole proprietors, partners, **members of Limited Liability Companies or partners of Limited Liability Partnerships** must be individually named on this endorsement.

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

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

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

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

Schedule

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 13**  
(Ed. 4-84)

**PREMIUM DISCOUNT ENDORSEMENT**

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

## Schedule

1. **State****Estimated Eligible Premium**

First	Next	Next	
\$10,000	\$190,000	\$1,550,000	Balance

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:

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 04 06 A**  
(Ed. 7-95)



**NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

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

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

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 04 14**  
(Ed. 7-90)

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

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

**PART FIVE  
PREMIUM**

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

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

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

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

**WC 00 04 19**  
(Ed. 1-01)

**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 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

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

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

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

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium:

Insurance Company

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

**WC 00 04 21 D**

(Ed. 1-15)

**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 2015. 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 2015.

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

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

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

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, 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**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

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

Schedule		
State	Rate	Premium

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

COLORADO CLASSIFICATION ENDORSEMENT

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

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

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

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

Endorsement Effective Insured	Policy No.	Endorsement No. Premium \$
Insurance Company	Countersigned by	

**COLORADO NON-COOPERATION WITH PREMIUM AUDIT SURCHARGE ENDORSEMENT**

This endorsement applies to the insurance provided because Colorado is shown in Item 3.A. of the Information Page.

This endorsement amends and is added to Part Five – Premium Condition G. Audit. We may apply a surcharge, as shown in the Schedule below, if you do not let us examine and audit all your records that relate to this policy.

Surcharge/Fee	Schedule
0%	

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**KANSAS FINAL PREMIUM ENDORSEMENT**

This endorsement changes how the final premium is determined. The change applies only to the premium charged because Kansas is shown in Item 3.A. of the Information Page

- Kansas final premium will not be less than the highest minimum premium for the classifications covered by this policy unless there are two or more classifications covered and the highest rated classification has less than \$500 payroll.
- When this occurs the final premium will not be less than one-half of the sum of the two highest minimum premiums for any classifications covered by the policy other than Clerical Office and Salespersons.
- When the highest rated classification has less than \$500 payroll and Standard Exception classifications are the only classifications showing payrolls, the final premium will not be less than the minimum premium for the classification showing the highest payroll.
- Final premium for a multiple state policy will be that of the state with the single highest minimum premium, even if that state is on an "if any" basis. If two or more states have the same highest minimum premium, the minimum premium is determined by the state with the largest amount of standard premium.
- Minimum premium is subject to final adjustment at audit and will be determined only on the basis of the classifications developing premium.
- If the final earned premium is less than the minimum premium determined at audit, then that minimum premium must be charged.
- If no classification develops premium, the final premium shall be a flat charge of \$200.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 15 04 01 A**  
(Ed. 1-10)



**KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT**

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

The **Cancellation** Condition of the policy is replaced by these two Conditions:

**Cancellation**

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. If this policy has been in effect for 90 days or more, we may cancel only for one of the following reasons:
  - a. nonpayment of premium;
  - b. the policy was issued because of a material misrepresentation;
  - c. you violated any of the material terms and conditions of the policy;
  - d. there are unfavorable underwriting factors, specific to you, that were not present when the policy took effect;
  - e. the Commissioner has determined that our continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
  - f. the Commissioner has determined that we no longer have adequate reinsurance to meet our needs.
4. Our notice of cancellation will state our reasons for canceling.
5. The policy period will end on the day and hour stated in the cancellation notice.

**Nonrenewal**

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice when the nonrenewal will 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.
2. Our notice of nonrenewal will state our reasons for not renewing.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

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

**WC 15 06 01 A**  
(Ed. 1-87)

**NEBRASKA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT**

The premium for the policy may be adjusted by a Nebraska Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 26 04 02**  
(Ed. 1-95)

**NEBRASKA CANCELLATION AND NONRENEWAL ENDORSEMENT**

1. You may cancel this policy within the policy period by giving notice to us, fixing the date on which the cancellation is to be effective.
2. The notice, from you, is to be sent by certified mail.
3. We are required by Nebraska Law to give notice of your intent to cancel a policy to the Nebraska Workers' Compensation Court.
4. The cancellation shall not be effective until ten (10) days after we give notice to the Nebraska Workers' Compensation Court that the policy is being cancelled. However, if you have secured insurance with another insurer, the cancellation will be effective as of the effective date of such other notice of coverage.
5. We may cancel or nonrenew this policy within the policy period by giving notice to you and to the Nebraska Workers' Compensation Court, fixing the date on which the cancellation or nonrenewal is to be effective.
6. The notice from us will contain a brief statement of the reasons for cancellation or nonrenewal and will be sent to you by certified mail.
7. The nonrenewal shall not be effective until (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court.
8. The cancellation shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court, except the cancellation shall be effective ten (10) days after the giving of the notice if the cancellation is based on:
  - a. nonpayment of premiums;
  - b. failure of the insured to reimburse deductible losses as required under the policy; or
  - c. failure of the insured, if covered pursuant to the Assigned Risk Plan, to comply with workplace safety laws found in Nebraska statutes.
9. All notices shall be provided in writing and shall be deemed given upon mailing by certified mail, except that we may give notice to the Nebraska Workers' Compensation Court by approved electronic means. Notice provided to the Nebraska Workers' Compensation Court by approved electronic means shall be deemed given upon receipt.

(THE INFORMATION BELOW IS REQUIRED ONLY WHEN THIS ENDORSEMENT IS ISSUED SUBSEQUENT TO PREPARATION OF THE POLICY.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium \$

Insurance Company

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

**SOUTH DAKOTA DIRECT ACTION STATUTE ENDORSEMENT**

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

1. Your injured 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 the 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 action statute (Section 58-20-12) of the South Dakota Workers' Compensation Law.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 40 06 01 A**  
(Ed. 07-11)

**SOUTH DAKOTA MANAGED CARE ENDORSEMENT**

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

This endorsement provides for the payment of benefits under the workers compensation law of South Dakota to provide medical services and health care to injured workers for compensable injuries and diseases by means of a managed care program which meets the requirements established by the Department of Labor.

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 40 06 03**  
(Ed. 1-94)

**SOUTH DAKOTA CANCELLATION AND NONRENEWAL ENDORSEMENT**

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

The **Cancellation** Condition in Part Six (Conditions) of the policy is replaced by this Condition:

**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.
  - a. We must file a notice of intention in the office of the State Department of Labor or other officer in charge of the administration of the workers compensation law at least 10 days prior to cancellation due to nonpayment of premiums. Any policy cancelled for reasons other than nonpayment of premium requires at least 20 days notification before the effective cancellation date. This notice of intention must state the date of cancellation.
  - b. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation due to nonpayment of premiums is to take effect. Any policy cancelled for reasons other than nonpayment of premium requires at least 20 days written notification before the effective cancellation date.
  - c. Mailing that notice to you at your last known place of residence will be sufficient to prove notice.
  - d. If the employer is a partnership, the notice may be given to any one of the partners.
  - e. If the employer is a corporation, the notice may be given to any agent or officer of the corporation upon whom legal process may be served.
3. After sixty days from the effective date of policy issuance, a notice of cancellation may not be issued unless it is based upon at least one of the following reasons:
  - a. Nonpayment of premium
  - b. Discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy
  - c. Discovery of acts or omissions on the part of the named insured that increase any hazard insured against
  - d. The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued
  - e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof that substantially increases any hazard insured against
  - f. A determination by the director of the Division of Insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state
  - g. Violation or breach by the insured of any policy terms or conditions
  - h. Such other reasons as are approved by the director of the Division of Insurance
4. The policy period will end on the day and hour stated in the cancellation notice.
5. 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.

(Ed. 4-06)

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**Nonrenewal**

1. We may elect not to renew. We will mail or deliver to you and your agent not less than 60 days advance written notice stating our intention not to renew this policy. Mailing notice to you at your last known address will be sufficient to prove notice.
2. A notice of nonrenewal is not required if the policyholder is transferred to an insurer that is a member of the same insurance group as the previous insurer and notice of such transfer is given in the form adopted by rule by the Division of Insurance.
3. The policy provisions control if the policy provides for a notice of refusal to renew that exceeds 60 days.

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

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

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium \$

Insurance Company

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

**WC 40 06 05 B**  
(Ed. 4-06)

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

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

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

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

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

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

You need not do anything further at this time.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium:

Insurance Company

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



**TEXAS AMENDATORY ENDORSEMENT**

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

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

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

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

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

**PART ONE—WORKERS COMPENSATION INSURANCE****E. Other Insurance** is amended by adding this sentence:

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

**F. Payments You Must Make**

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

**H. Statutory Provisions**

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

**PART TWO—EMPLOYERS LIABILITY INSURANCE****C. Exclusions**

Sections 2 and 3 are amended to add:

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

Section 6 is amended to read:

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

**D. We Will Defend**

This Section is amended by deleting the last sentence.

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

Number 6 of this part is amended to read:

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

**PART FIVE—PREMIUM****A. Our Manuals** is amended by adding this sentence:

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

**C. Remuneration**

Number 2 is amended to read:

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

**E. Final Premium**

Number 2 is amended to read:

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

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

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

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

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

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

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

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

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

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

**COMPLAINT NOTICE:** SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, CONSUMER PROTECTION (111-1A), P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

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**TEXAS — AUDIT PREMIUM AND  
RETROSPECTIVE PREMIUM ENDORSEMENT**

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

**PART FIVE — PREMIUM**

**D. Premium Payments**

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

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

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

**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.

## TEXAS TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

### Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If word 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 resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

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

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

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

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

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

### Limitation of Liability

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

### Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1. above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amounts shown in Item 4 of the Information Page or in the Schedule in the Texas Terrorism Premium Endorsement. WC7146(1-08), attached to this policy.

## TEXAS TERRORISM PREMIUM ENDORSEMENT

**Schedule\***

<b>State</b>	<b>Rate per \$100 of Payroll</b>
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

This endorsement is notification 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.

For purposes of this endorsement, an "act of terrorism" is defined as:

- a.** Any act that is violent or dangerous to human life, property or infrastructure; and
- b.** 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.

The premium charge for the coverage your policy provides for workers compensation losses caused by an act of terrorism is shown in Item **4** of the Information Page or in the Schedule above.



## 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,



INSURED \_\_\_\_\_

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 \_\_\_\_\_

*Note:* Unless code(s), total wages paid, total hours worked, calendar quarter reported are indicated and application is signed, it cannot be processed. *Contact your agent or carrier* if assistance is desired.

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

**The foregoing is based on actual wages** (excluding overtime premium 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 hours worked, as reflected in our payroll records, for the complete calendar.**

**Complete Calendar Quarter (please select one):**

☐ 1<sup>st</sup> (1/1/ – 3/31)    ☐ 2<sup>nd</sup> (4/1 – 6/30)    ☐ 3<sup>rd</sup> (7/1 – 9/30)    ☐ 4<sup>th</sup> (10/1 – 12/31)

**Calendar Year:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **POSITION** \_\_\_\_\_ **DATE** \_\_\_\_\_

## **IMPORTANT NOTICE**

Workers' Compensation Laws in the states covered by this policy may make you responsible for workers' compensation benefits due to an employee of a contractor (or subcontractor) doing work for you, unless such contractor (or subcontractor) has workers' compensation insurance in force covering the work performed by the contractor (or subcontractor) or is otherwise exempt from obtaining coverage. You should secure satisfactory evidence from the contractor (or subcontractor) doing work for you that it is operating under the applicable Workers' Compensation Act or is otherwise exempt. You should secure satisfactory evidence to that effect, preferably by securing a Certificate of Insurance from the contractor (or subcontractor), to be retained by you and to be available to our payroll auditor at the time of audit. If a Certificate of Insurance is not obtained, you will need to provide documentation establishing an independent contractor relationship. An Independent Contractor Statement form is available from EMC Insurance for this purpose upon request. Lack of such evidence requires a statement of wages earned by employees of such contractors (or subcontractors) upon which you will be charged the appropriate premium. Failure to cooperate with a payroll audit and to supply the payroll records of your contractors (or subcontractors), will result in the use of the full contract price of the work performed during the policy period by the contractor (or subcontractor) and may result in additional premium charges.

## **IMPORTANT NOTICE**

Workers' Compensation Laws in South Dakota covered by this policy may make you responsible for workers' compensation benefits due to an employee of a contractor (or subcontractor) doing work for you, unless such contractor (or subcontractor) has workers' compensation insurance in force covering the work performed by the contractor (or subcontractor) or is otherwise exempt from obtaining coverage. You should secure satisfactory evidence from the contractor (or subcontractor) doing work for you that it is operating under the applicable Workers' Compensation Act, preferably by securing a Certificate of Insurance from the contractor (or subcontractor), to be retained by you and to be available to our payroll auditor at the time of audit. If a Certificate of Insurance is not obtained, you will need to provide a completed affidavit of exempt status and its exempt status fact sheet establishing an independent contractor relationship. An affidavit of exempt status and an exempt status fact sheet is available from the South Dakota Division of Insurance. Lack of such evidence requires a statement of wages earned by employees of such contractors (or subcontractors) upon which you will be charged the appropriate premium. Failure to cooperate with a payroll audit and to supply the payroll records of your contractors (or subcontractors), will result in the use of the full contract price of the work performed during the policy period by the contractor (or subcontractor) and may result in additional premium charges.

**WORKERS' COMPENSATION DISCLOSURE FORM**

**IMPORTANT NOTICE TO POLICYHOLDERS**

**1. Notice Of Change In Rate By Classification**

If you desire information whenever there is a change in your workers' compensation insurance rate by classification, you must request such information from your insurer. This request for information must be in writing.

**2. Notice Of Policyholder's Right To Appeal Classification**

Your insurers can charge and collect any additional amount of money not included in the initial premium charged as a result of job misclassification.

If you have any questions regarding the employee classification assigned to calculate your workers' compensation insurance premium, you need to direct your questions to your insurer or the insurer's authorized representative within thirty (30) days after the anniversary date of the policy or the date of receipt by you of notice of a change in job classification. Your insurer or the insurer's authorized representative must explain to you why a particular employee classification was used to eliminate any possible confusions within thirty (30) days after receipt of your request for information.

If you disagree with your insurer or the insurer's authorized representative on the employee classification assignment, you may appeal to the Workers' Compensation Classification Appeal Board by filing written notice with said board within thirty (30) days after you have exhausted all appeal review procedures provided by the insurer.

Your request should be sent to the Secretary of the Colorado Workers' Compensation Classification Appeals Board, %National Council on Compensation Insurance, Inc. (NCCI), 7220 West Jefferson Avenue, Suite 310, Lakewood, CO 80235. Written instructions for your appearance before the Colorado Workers' Compensation Classification Appeals Board will be furnished by the Secretary of the board. The board will render a decision as to whether a misclassification has occurred.

A decision by the board is final and not subject to appeal unless you, the insurer or the Colorado Compensation Insurance Authority provides written notice of appeal within thirty (30) days after the board's decision to the office of the Commissioner of Insurance, 1560 Broadway, Suite 850, Denver, CO 80202. The Commissioner shall review any decision of the board properly appealed.

**3. Notice Of Availability Of Medical Case Management Services**

Because there are different types of case management services available and prescribed by insurers, it is suggested that each insurer include the type of case management services available by the individual insurer.