Policy Number: 8017993
3 AAA LLC 7777 LANDOVER RD HYATTSVILLE MD 20785-2136
<u> </u>
ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:
3 AAA LLC 7777 LANDOVER RD HYATTSVILLE MD 20785-2136
<u> </u>

(Ed. 10-17)

MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies because Maryland is shown in Item 3.A. of the Information Page.

Part Six – Conditions, Sections D. (Cancellation) of the policy is replaced by the following:

D. Cancellation and Nonrenewal

- 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 or nonrenew this policy as follows:
 - a. If the policy is cancelled for nonpayment of premium, we will file with the Maryland Workers Compensation Commission's designee, and serve you by certificate of mailing, not less than 10 days' advance written notice stating when the cancellation will take effect.
 - b. If the policy is cancelled for reasons other than nonpayment of premium or if the policy is nonrenewed, we will file with the Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service to you, not less than 45 days' advance written notice stating when the cancellation or nonrenewal will take effect.

Mailing this notice by certified mail to you at your mailing address last known to us creates a presumption of actual delivery of notice. You may be able to rebut this presumption by providing evidence that the notice was not delivered.

- 3. The effective dates of the cancellation or nonrenewal are determined as follows:
 - a. Except for cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 45 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
 - b. For cancellation for nonpayment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
- 4. The provisions in D-2 and D-3 do not apply to the cancellation of a policy or binder during the 45-day underwriting period in accordance with Section 12-106 of Maryland Code, Insurance. Refer to section 12-106 of Maryland Code, Insurance for the cancellation provisions that apply during the 45-day underwriting period.

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 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

PayEBeck



8722 Loch Raven Boulevard Towson, MD 21286-2235 1-800-264-4943 www.ceiwc.com

Page

Worker's Compensation and Employers Liability Insurance Policy

Table of Contents

Policy Provisions General Section

Α.	The Policy	1
В.	Who Is Insured	
C.	Workers' Compensation Law	
D.		
D. F.	State	
⊏.	Locations	1
PART O	NE-	
WORKE	RS' COMPENSATION INSURANCE	Page
Α.	How This Insurance Applies	1
В.	We Will Pay	1
C.	We Will Defend	1
D.	We Will Also Pay	
Ē.	Other Insurance	
F.	Payments You Must Make	
G.	Recovery From Others	
H.	Statutory Provisions	
PART T	-	
	YERS LIABILITY INSURANCE	Page
A.	How This Insurance Applies	2
B.	We Will Pay	2
C.	Exclusions	3
	We Will Defend	
	We Will Also Pay	
F.	Other Insurance	4
G.	Limits of Liability	4
H.	Recovery From Others Actions Against Us	4
l.	Actions Against Us	4
DADT T	HREE-OTHER STATES INSURANCE	Page
AKI II	How This Insurance Applies	
	Notice	4

PART FOUR- YOUR DUTIES IF AN INJURY OCCURS				
PAR	T FIVE - PREMIUM	Page		
A.	Our Manuals	5		
B.	Classifications	5		
C.	Remuneration	5		
D.	Premium Payments	5		
E.	Final Premium	5		
F.	Records	5		
G.	Audit	5		
PAR	T SIX - CONDITIONS	Page		
A.	Inspection			
B.	Long Term Policy	6		
C.	Transfer of Your Rights and Duties	6		
D.	Cancelation	6		
E.	Sole Representative	6		

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 Policy itself for actual contractual provisions.

Please read the workers' compensation and employers liability policy carefully.

Includes copyrighted material of the National Council on Compensation Insurance, used with its permission.

1991 National Council on Compensation Insurance.

In Witness Whereof, Chesapeake Employers' Insurance Company has caused this policy to be signed by its Secretary and its President at Baltimore, Maryland.

The issuing company is designated on the Information Page.

President

Pay Elsech

Secretary

WC 99 00 00 A (Ed. 2/2020)

(Ed. 8-17)

LIMITED OTHER STATES INSURANCE ENDORSEMENT

"Part Three—Other States Insurance" of the policy is replaced by the following:

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

- 1. We will pay promptly when due the benefits required of you by the workers compensation law of any state other than Maryland if all of the following conditions are met:
 - a. The employee claiming benefits was either hired under a contract of employment made in Maryland or was, at the time of injury, principally employed in Maryland; and
 - b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage; and
 - c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is on a casual, incidental, or occasional basis.
- 2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
- 3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE!

If you hire any employees outside the State of Maryland or begin operations in any other state, you should take the necessary steps to comply with that state's law, as this endorsement does not satisfy the requirements of any other state's 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 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

PayEBech

Policy No.: 8017993

3 AAA LLC 7777 LANDOVER RD HYATTSVILLE, MD 20785-2136



Thank you for making Chesapeake Employers' Insurance Company your workers' compensation carrier of choice.

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.
- 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:

- reasonable expenses incurred at our request, but not loss of earnings;
- 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;
- 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;
- you knowingly employ an employee in violation of law;
- you fail to comply with a health or safety law or regulation; or
- 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.
- 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.
- 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;
 - special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 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.

- 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:

 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

(Ed. 1-15)

- such third party as a result of injury to your employee;
- 2. For care and loss of services; and
- 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
- 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:

- Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 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:
- Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- Bodily injury intentionally caused or aggravated by you;
- 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;
- 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:
- Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
- 10.Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
- 11. Fines or penalties imposed for violation of federal or state law; and
- 12.Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

- Reasonable expenses incurred at our request, but not loss of earnings;
- 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;
- 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.

- 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.
- 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.

Actions Against Us

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

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

- This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- 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.
- 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.

- 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

(Ed. 1-15)

papers related to the injury, claim, proceeding or suit

- 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.
- 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:

- 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:

- 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 cancelation 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. Cancelation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation 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.
- The policy period will end on the day and hour stated in the cancelation notice.
- Any of these provisions that conflict with a law that controls the cancelation 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 cancelation.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY - INFORMATION PAGE



INSURER:

Chesapeake Employers' Insurance Company

8722 Loch Raven Boulevard

Towson, Maryland 21286-2235

POLICY NO: 8017993

- DM95

New Business

NCCI Company No: 61023

Account No:

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

AAA LLC 7777 LANDOVER RD HYATTSVILLE MD 20785-2136 PRODUCER NAME AND ADDRESS: HBW INSURANCE GROUP INC

2 E ROLLING CROSSROADS #151 CATONSVILLE MD 21228-6211

PRODUCER NO.: 51095

LEGAL ENTITY: LIMITED LIABILITY COMPANY

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 07-25-2023 To: 07-25-2024

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

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

MD

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident: \$ 1,000,000 each accident \$ Bodily Injury by Disease: 1,000,000 policy limit Bodily Injury by Disease: \$ 1,000,000 each employee

- Other States Insurance: Part Three of the policy applies to the states, if any, listed here: C. NONE
- D. This Policy includes these Endorsements and Schedules: See Schedule of Forms and Endorsements.

PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and ITEM 4. Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Total Estimated

Minimum Premium: \$ 245 Annual Premium: \$ 1,220

Audit Period: Annual

Issued At:

Pays Beck Date: 07-28-23

Chesapeake Employers' Insurance Company

Policy Number 8017993

EXTENSION OF INFORMATION PAGE WORKERS COMPENSATION CLASSIFICATION SCHEDULE

State of: MARYLAND

Named Insured 3 AAA LLC

Effective Date: 07-25-2023

12:01 A.M., Standard Time

Agent Name HBW INSURANCE GROUP INC

Agent No. **51095**

HBW INSURANCE GROUP INC

Classification of Operation		Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
0001-013 AAA LLC				
Store - Convenience - Retail.	8006	\$ 30,000	2.26	\$ 678.00
Total Class Premium Blanket Waiver (Flat Charge) Increase Limits 1.011 Empl Minimum Difference Total Subject Premium Total Modified Premium Standard Total Premium Discount .997 Expense Constant Terrorism .04 Catastrophe (Other Than Certified Acts of	0930 9812 9848 0064 0900 9740			\$ 678.00 \$ 250.00 \$ 7.00 \$ 113.00 \$ 1,048.00 \$ 1,048.00 \$ 1,048.00 \$ -3.00 \$ 160.00 \$ 12.00
Terrorism) .01 Total Estimated Premium Final Total Policy Total Estimated Cost	9741			\$ 3.00 \$ 1,220.00 \$ 1,220.00 \$

Policy Number 8017993

Chesapeake Employers' Insurance Company

NCCI Carrier Code 61023

NAME AND LOCATION SCHEDULE

Named Insured 3 AAA LLC Effective Date: 07-25-2023

12:01 A.M., Standard Time

Agent Name HBW INSURANCE GROUP INC

HBW INSURANCE GROUP INC

Agent No. **51095**

State: MARYLAND

3 AAA LLC

7777 LANDOVER RD

HYATTSVILLE MD 20785-2136

Legal Entity: Limited Liability Company

FEIN/TAX ID # 83-4571618

SIC Code: 5411 NAICS Code: 445131

EMP : 1

PHONE # : (301)728-6143

Policy Number 8017993

SCHEDULE OF FORMS AND ENDORSEMENTS

Chesapeake Employers' Insurance Company

Named Insured 3 AAA LLC Effective Date: 07-25-2023

12:01 A.M., Standard Time

Agent Name HBW INSURANCE GROUP INC

Agent No. 51095

HBW INSURANCE GROUP INC

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

	10-17 02-20	MARYLAND CANCELLATION AND NONRENEWAL END TABLE OF CONTENTS
WC 99 03 26 B	08-17	LIMITED OTHER STATES INSURANCE ENDORSMNT
WC 00 00 00 C	01-15	INSURANCE POLICY
WC 00 00 01 A	05-88	WC INFORMATION PAGE
WC 89 04 15	07-97	WC CLASSIFICATION SCHEDULE
WC 00 00 01 A	05-88	SCHEDULE OF NAMES & LOCATIONS
WC 00 03 08	04-84	PARTNERS, OFFICERS, AND OTHERS EXCL ENDT
WC 00 03 13 0	04-84	WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 06	08-84	PREMIUM DISCOUNT ENDT
WC 00 04 14 A (01-19	90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 19 A	08-22	PREMIUM AMENDATORY ENDORSEMENT
WC 00 04 21 F	08-22	CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 C	01-21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 00 04 24 (01-17	AUDIT NONCOMPLIANCE CHARGE ENDT
	01-14	MD NOTIF 45-DAY UNDERWRITING PERIOD ENDT
WC 99 04 11 1	12-21	CHESAPEAKE EMPLOYERS PREMIUM PAYMENT END
	07-15	TERRORISM NOTICE - ISSUANCE
WC 99 50 05	01-16	NOTICE OF PRIVACY PRACTICES

(Ed. 4-84)

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Partners Officers Others

Kemeria Hassen

Shemsu Mahammed

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 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

PayEBeek

(Ed. 4-84)

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

ALL PERSONS AND/OR ORGANIZATIONS THAT REQUIRE BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

PayEBech

(Ed. 8-84)

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	e Premium		
		First	Next	Next	Next	\$ E	1,048 Balance
		\$1,000	\$4,000	\$20,000	\$75,000		
	MD	0.0%	6.0%	10.0%	12.0%	1	.3.5%
2.	Average percentage	e discount:	%				
3.	Other policies:						
	·						
4.	If there are no entrice policy number:	es in Items 1, 2	and 3 of the Sched	ule, see the Premiu	m Discount Endorse	ment atta	ached to your
	, , , , , , , , , , , , , , , , , , , ,						
	This endorsement c	hanges the policy	y to which it is attache	ed and is effective on	the date issued unless	otherwise	stated.
	(The information be	elow is required	only when this endo	rsement is issued su	ubsequent to preparati	on of the	policy.)
End	orsement Effective 07	-25-2023	Policy No. 801	7993	Endorsement No.		
Insu	ired 3 AAA LLC		-		Premium In	cl.	
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Insu	rance Company Ches	apeake Employe	rs' Insurance Compar	ny	Countersigned	By # Cli	4EBER

WC 00 04 06 (Ed. 8-84)

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

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

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

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

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

Endorsement Effective 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

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Part Five—Premium Amendatory Endorsement

This endorsement amends Part Five—Premium of the policy as follows:

Part Five—Premium, Section A. (Our Manuals) is replaced by the following provision:

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

- 1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
- 2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
- 3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
- 4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

Part Five—Premium, Section D. (Premium Payments) is replaced by the following provision:

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 due date for audit and retrospective premiums is the due date specified in the billing for the 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 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

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Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

Page 1 of 1

(Ed. 08-2022 Countrywide, Ed. 07-2022 in Texas)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that we are 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). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

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
MD	.01	\$3

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

Endorsement Effective 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

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(Ed. 01-2021)

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

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

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

Definitions

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

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

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

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

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

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

(Ed. 01-2021)

Limitation of Liability

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

Policyholder Disclosure Notice

- 1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000.
- 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.

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State	Rate	Premium
MD	. 0 4	\$12

Schedule

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Endorsement Effective 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

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AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
MD	Estimated Annual Premium	Up to two times

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Endorsement Effective 07/25/2023

Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

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(Ed. 1-14)

MARYLAND NOTIFICATION OF 45-DAY UNDERWRITING PERIOD ENDORSEMENT

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

- 1. Your policy is subject to a 45-day underwriting period beginning on the effective date of coverage. In accordance with Md. Code Ann. Ins. §12-106, if we discover a material risk factor during the underwriting period, we may:
 - a. Cancel this policy during the underwriting period if you do not meet our underwriting standards; or
 - b. Recalculate your premium from the effective date of the policy if you meet our underwriting standards.

A material risk factor means a risk factor that:

- Was incorrectly recorded or not disclosed by the insured in an application for insurance;
- Was in existence on the date of the application; and
- · Modifies estimated annual premium charged on the policy in accordance with the rates and supplementary rating information filed by the carrier

A material risk factor does not include:

- · Information that constitutes a material misrepresentation; or
- A change initiated by an insured, including any request by the insured that results in a change in coverage, change in deductible, or other change to a policy.
- 2. If we recalculate your premium because we discovered a material risk factor during the underwriting period, we will provide to you, by certificate of mailing or by delivery of electronic means in accordance with Md. Code Ann. Ins. § 27-601.2, written notice of the following information by no later than the end of the underwriting period:
 - a. The amount of the recalculated premium;
 - b. The reason for the increase or reduction in the premium; and
 - c. Your right to cancel this policy and receive a pro rata refund of any premium paid by notifying us of the cancellation.
- 3. If you cancel this policy following receipt of a notice of recalculated premium, you will receive a pro rata refund of any premium paid, regardless of whether your policy is a retrospectively rated policy.
- 4. Nothing in this endorsement prohibits us from conducting an audit in accordance with the provisions of your policy or charging and collecting the final premium based on the results of the audit.
- 5. This endorsement does not apply if your policy is a renewal policy.

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Policy No. 8017993

Endorsement No.

Insured 3 AAA LLC

Premium: Incl.

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

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(Ed. 1-14)

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(Ed. 05-2021)

Chesapeake Employers Premium Payment Endorsement

This endorsement replaces Part Five – Premium, Section 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 apply the return premium to any outstanding balance you have remaining on a prior term. If no prior term balance exists, 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 cancelled, 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 cancelation table and procedure. Final premium will not be less than the minimum premium.

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Pay E Bech

Insurance Company CHESAPEAKE EMPLOYERS' INSURANCE COMPANY Countersigned By

WC 99 04 11 (Ed. 05-2021)

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy.

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is <u>.04</u> <u>per \$100 of total remuneration</u>, and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Chesapeake Employers' Insurance Company

Application/Policy Number: 8017993

Named Insured: 3 AAA LLC

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NOTICE OF PRIVACY PRACTICES

Chesapeake Employers' Insurance Company (Chesapeake Employers) collects, shares, and maintains information that is necessary to provide the workers' compensation insurance coverage and services that you have requested. The information may include personal data about you that is not available to the general public. This information is called "nonpublic personal information."

This **Notice of Privacy Practices** explains the type of nonpublic personal information that we collect, how we collect it, when and with whom we may share it, and how we protect it. This notice is sent to current policyholders at least once per year at the address listed in Item 1 of the policy Information Page.

If we make material changes to our privacy practices, we will notify you as required by law.

PLEASE READ THIS NOTICE CAREFULLY TO UNDERSTAND WHAT WE DO

INFORMATION WE COLLECT

We collect and maintain nonpublic personal information about you in order to process and service your workers' compensation insurance coverage.

Information Collected	How We Collect It
Name(s), email and physical address(es), social security number(s), federal employer identification number, phone number(s), claims history and payroll information	From you when you apply for insurance, renew your policy or comply with a premium audit
Premium and claims history you may have had with other insurance carriers	From your independent insurance agent, if applicable
Credit history and other information about your credit worthiness	From financial reporting services
Information about your business and operations	From nonaffiliated service providers

INFORMATION WE DISCLOSE

We disclose nonpublic personal information about you as necessary in the ordinary course of administering your workers' compensation insurance coverage. *Chesapeake Employers will not disclose nonpublic personal information except as permitted by law.*

Reasons We Share Your Information	With Whom We May Share It
In response to legal processes or as required by law	Workers' Compensation Commissions, law enforcement, government authorities, and other third parties
To resolve consumer disputes or inquiries	Insurance regulators
To provide information to insurance rate advisory organizations	National Commission on Compensation Insurance (NCCI)
To process online credit card and ACH payments	Third party payment processing centers
To investigate accidents and/or prevent potential fraud	Nonaffiliated service providers
To collect premium audit information	

HOW WE PROTECT YOUR INFORMATION

Protecting your nonpublic personal information is important to us. We restrict access to your information only to those persons who need it in order to administer or service your workers' compensation insurance coverage. These persons are required to take reasonable precautions to safeguard your information against unauthorized access, use and unlawful disclosure. In addition, we maintain physical, electronic, and procedural safeguards to protect your information.

If you have a concern about privacy or security at Chesapeake Employers, please contact our Compliance Department at the address or phone number listed below.