

# WORKERS COMPENSATION



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## IMPORTANT NOTICE

### NOTICE OF TERRORISM INSURANCE COVERAGE

#### NOTICE - DISCLOSURE OF PREMIUM

**Applies to all Commercial Policies, except for Farmowners Multiperil, Business Auto and Crime**

**(This disclosure notice does not provide coverage, and it does not replace any provisions of your policy. You should read your policy for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.)**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism 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 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.

Other than for Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for that portion of losses covered by the United States Government under the Act.

For Workers Compensation, the portion of your annual premium that is attributable to coverage for acts of terrorism is shown on your declarations page and does not include any charges for the portion of losses covered by the United States government under the Act.

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

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## IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have the current Virginia customer service contact information if you need assistance.

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address:

Nationwide Insurance Co  
Attn: Customer Relations Department  
One West Nationwide Bl  
Columbus OH 43215-2220  
Toll Free: 877-669-6877  
Web: [www.nationwide.com](http://www.nationwide.com)

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218-1157  
Toll Free: 800-310-6566  
Toll Free VA Residents: 800-552-7945  
Web: [www.scc.virginia.gov/boi](http://www.scc.virginia.gov/boi)  
Email: [bureauofinsurance@scc.virginia.gov](mailto:bureauofinsurance@scc.virginia.gov)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, please have your policy number available.

### **What you need to do**

Please keep this information with your insurance policy for reference.

### **You can always count on us to be there**

We appreciate your business and look forward to continuing to serve you.

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*With workers compensation insurance,  
the #1 thing to keep in mind is:*

# Report workplace injuries within 24 hours.

Late reporting drives medical costs higher and reduces workplace productivity. So, encourage your employees to report any workplace injury to their manager immediately.

Also, don't delay claim reporting because you're waiting for additional information on the incident. It's our job to help you complete the investigation.

## 2 ways to report a workers compensation claim



### Call Nationwide at 1-800-421-3535.

Our representatives are available to take your claim report over the phone 24/7. The average call takes just 5 minutes.



### Visit [www.nationwide.com](http://www.nationwide.com).

Once on the home page, find the "Claims Center" icon, click on "More Claims". Under Other type of Claims, click on "Business" and follow the instructions for "Start a Claim".

## Also, check out our online Workers Compensation Toolkit

This resourceful website contains important information about your state insurance department's specific workers comp-related posting and reporting requirements, as well as links to instructions and forms you'll use to meet those requirements.



### Visit [claimskit.nationwide.com](http://claimskit.nationwide.com).







## IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

### What you need to do

Please read this notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

### You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

### Important Notice Description(s)

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#### Workers' Compensation Deductible Availability

We offer a deductible option on your Workers' Compensation Insurance policy. To enable you to make an informed decision about this option, we are providing this brief overview of how the deductible plan works.

The available deductible amounts and the associated premium credits, if any, vary by state. The deductible may apply only to the medical portion of your claims, or it may apply to the entire claim. Consult your agent or the company for more detailed information about the options available to you.

All Workers' Compensation claims must be reported to us, regardless of the amount of the loss. Some policies are eligible for experience rating, which is impacted by the frequency and severity of claims. We are required to report all claims that have occurred to the appropriate rating entities, even if you ultimately reimburse us for expenses under the deductible plan. All claims are factored into experience rating calculations. Failure to report a claim may jeopardize the coverage provided by your Workers' Compensation policy. After a claim has been paid, you will be billed the amount of the deductible.

The acceptance of this option is your decision. You may be asked to support your financial ability to repay such deductibles through financial statements and reports.

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## IMPORTANT NOTICE

Thank you for choosing Nationwide® to help you protect what's important to you. We value your business and want to ensure you have current information about your policy.

### What you need to do

Please read this notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

As part of our commitment to provide On Your Side® world class service to you and your employees, Nationwide is pleased to provide you with an additional workers' compensation service at no cost. Nationwide has partnered with a leading medical management services provider to create a custom provider panel of doctors for your employees to be referred to in the event of a workplace injury.

You will receive a panel of physicians from our medical bill provider under a separate cover letter. Please contact the Nationwide associate listed on the cover letter if you have questions about the panel of physicians.

If a workplace injury occurs, we encourage you to report it within 24 hours to Nationwide by calling 1-800-421-3535 or visiting [www.nationwide.com](http://www.nationwide.com). The important notice NI8012 which is included with your policy provides additional helpful claims information.

Thank you for continuing to allow Nationwide to be On Your Side®.

### You can always count on us to be there

We appreciate your business and look forward to continuing to serve you. If you have any questions, or would like to learn about additional coverage options, please contact your Nationwide agent.

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**VIRGINIA WORKERS COMPENSATION  
DRUG-FREE WORKPLACE PROGRAM PREMIUM CREDIT  
APPLICATION**

Section 65.2-813.2 in the Workers Compensation Act requires all workers compensation carriers to provide premium discounts of up to the five percent to employers that institute a drug-free workplace program satisfying such criteria as each insurer may establish.

On the reverse side of this information notice is our VIRGINIA WORKERS COMPENSATION DRUG-FREE WORKPLACE PROGRAM PREMIUM CREDIT APPLICATION. The application outlines the standards and supporting documentation we are requiring of a Virginia drug-free workplace program in order to qualify for the five percent workers compensation premium credit. This premium credit only applies to your Virginia workers compensation exposure premium.

To apply you must complete, sign and return the application and documentation to us at the address shown below.

Nationwide Insurance  
3400 Southpark Pl., Suite A  
Grove City, OH 43213

The premium discount will be applied pro-rata as of the date your application and documentation is approved by us, and will only apply to the policy period in which it is approved. For subsequent policy periods, you must submit a new application and receive approval from us in order for the discount to be applied. If approval for the premium discount is granted, we will notify you.

If you have any questions, please contact your Nationwide Insurance Agent.

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VIRGINIA WORKERS COMPENSATION  
DRUG-FREE WORKPLACE PROGRAM PREMIUM CREDIT APPLICATION

Policyholder Name: A SWEET DAUGHTER LLC DBA DAUGHTER THAI

Policy Number: ACP WC013200542519 Policy Period: 10-08-2021 to 10-08-2022

Place a check mark beside the items below that apply to your drug-free workplace program and complete all the other information described.

**Policy:** Provide a copy of your company's written substance abuse policy.

**Employee Education:** My company has an employee education program in place regarding the company's policy, effects and dangers of substance abuse and the availability of counseling and treatment in the community.

Training is conducted at least annually: \_\_\_\_\_ Yes, \_\_\_\_\_ No

**Supervisory Training:** My company has a supervisory training program in place for handling employees whose behavior or performance deficiencies suggests a possible substance abuse problem.

Training is conducted at least annually: \_\_\_\_\_ Yes, \_\_\_\_\_ No

**Employee Assistance Program (EAP):** My employees have access to an EAP or a resource file of community prevention, intervention and treatment programs by which they can seek help on a voluntary confidential basis.

**Drug Testing:** My company has a drug testing program in place. The name of our Certified Drug Testing Laboratory, (i.e. approved by the Dept. of Health and Human Services) is:

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Medical Review Officer (MRO): \_\_\_\_\_

Phone: \_\_\_\_\_

Type(s) of testing conducted (Required unless indicated as Optional):

- ☐ Applicant (Pre-employment)
- ☐ Post – Accident
- ☐ Follow-up (Rehabilitation)
- ☐ Reasonable Suspension – OPTIONAL
- ☐ Random – OPTIONAL
- ☐ Other

I certify that I have read and understand the Policyholder Information notice on the reverse side of this application. I also certify that the above information on this Virginia Drug-Free Workplace Program Premium Credit Application is accurate, and that my company has the above check-marked components of a drug-free workplace program in place. I give my consent to release generic (no names or identification numbers) drug testing data for quality assurance and cost benefit analysis purposes to the designated representatives of Nationwide Insurance. This includes the number, types and results of all drug tests required by this program.

Signature of Company Representative \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Company Use Only)

Approved/Disapproved: \_\_\_\_\_ Date : \_\_\_\_\_

**VIRGINIA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM (CCPAP) WORKERS  
COMPENSATION PREMIUM CREDIT APPLICATION**

The Virginia Contracting Classification Premium Adjustment program is applicable to qualifying employers that perform contracting operations and is applicable to policies with effective dates on or after January 1, 1997. To qualify for the program, more than 50% of your manual premium must be attributable to one or more contracting classifications (as designated in the program) and you must be experience rated.

A special premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each contracting classification. For your premium to be correctly established, please return the completed premium credit application, as set out on the reverse side of this letter, to:

NCCI  
Customer Service Center  
901 Peninsula Corporate Circle  
Boca Raton, FL 33487-1362

NCCI will advise of any premium credit applicable.

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

For each applicable classification (both contracting and noncontracting) covering your company's operations in the Commonwealth of Virginia, report the total Virginia payroll reported to the Virginia Employment Commission and the corresponding total number of hours worked, for the third calendar quarter (July, August, September) of the year preceding your policy effective date as reported to taxing authorities.

Note #1: If you did not perform contracting operations during the third calendar quarter, provide the requested information for the last complete calendar quarter before the policy effective 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 policy effective date of your workers compensation policy when available.

Note #3: In the absence of specific records for salaried employees, assume that each individual worked 40 hours a week. Payroll for partners, sole proprietors, and corporate officers subject to contracting classifications will be allocated according to appropriate **Basic Manual** minimum and maximum payroll limitations.

You must preserve your payroll records that formed the basis for this declaration because we are required to verify the reported information in order to apply any premium credit.

Thank you for your cooperation.

Sincerely,

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**WORKERS COMPENSATION—PREMIUM CREDIT APPLICATION****INSURED:** A SWEET DAUGHTER LLC DBA DAUGHTER THAI**POLICY**  
**POLICY NO.** ACP WC013200542519 **EFFECTIVE DATE** 10-08-2021**CARRIER NAME:** NATIONWIDE GENERAL INSURANCE COMPANY**Note:** Unless code(s), total wages paid, total hours worked, and calendar quarter reported are indicated and application is signed and dated, it cannot be processed. Contact your agent or carrier if assistance is desired.Is this a new business? No ☐ Yes ☐

If no, submit information for the third calendar quarter (July, August, September) of the year preceding the policy effective date as reported to taxing authorities.

If yes, submit information for the first complete calendar quarter following the effective date of your workers compensation policy.

The following is based on actual wages and hours worked, as reflected in our payroll records, for the complete calendar quarter ending \_\_\_\_\_.

“Contracting classifications” are those classifications subject to the following code numbers:

0042	5040	5221	5473	5606	6206	6252	7855
0050	5057	5222	5474	5610	6213	6306	8227
1322	5059	5223	5478	5645	6214	6319	9534
2799	5102	5348	5479	5651	6216	6325	9554
3365	5146	5402	5480	5703	6217	6400	
3719	5160	5403	5491	5705	6229	7538	
3724	5183	5437	5506	6003	6233	7601	
3726	5188	5443	5507	6005	6235	7605	
5020	5190	5445	5535	6018	6236	7611	
5022	5213	5462	5537	6045	6237	7612	
5037	5215	5472	5551	6204	6251	7613	



CLASSIFICATION	CODE	TOTAL VIRGINIA WAGES PAID*	TOTAL HOURS WORKED
Example: Electrical Wiring	5190	\$8,000	520
Contracting Classifications:			

\* For each classification code, combine all wages for that code in a single entry. Employee names are not required.

For each applicable classification (both contracting and noncontracting) covering your employer's operations in the Commonwealth of Virginia, report the total Virginia payroll reported to the Virginia Employment Commission, 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 policy effective date as reported to taxing authorities.

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

This application must be completed and signed or it will not be processed.

Form 45-3F



# PREMIUM AUDIT NOTICE

PLEASE READ THIS NOTICE CAREFULLY!

The following information is intended to explain the premium base on policies written "Subject to Audit."

This policy was issued with an estimated premium which requires an adjustment after the policy expires. Premium bases for this type of policy vary according to such factors as payroll, sales receipts, cost of work, gallons, etc. incurred during the term of the policy. After the policy expires and the actual amount of these variables can be determined, the estimated premium is adjusted to develop the final premium. If the final premium is less than the estimated premium, the difference will be refunded. If it is more, you will receive a bill for the additional premium.

An accurate Premium Audit is a benefit to you and your business. We recommend the person(s) in charge of keeping your financial records be aware of insurance auditor needs. Records that are accurate and properly maintained allow us to complete the audit and to apply, when applicable, certain premium saving rules and/or ensure that you are paying the correct amount for your coverage needs.

## WHO WILL CONDUCT THE AUDIT?

When the policy expires a final audit will be requested. This will be done by one of the following methods:

- 1) Mailing a premium audit form and/or notification to you; and
- 2) A premium auditor representing our company will call you for a telephone audit of your records; or
- 3) A premium auditor representing our company will visit you for a physical audit of your records.

This audit of your records will pertain to the variable factors that apply to your policy. You are assured of complete confidentiality by the auditor and the insurance company personnel.

## WHAT RECORDS WILL BE NEEDED?

The basis of premium for a Workers Compensation or General Liability policy may be total remuneration, including wages and other considerations given to an employee for services rendered.

The Premium Auditor will examine and audit all of your records that relate to your policy. The required records will vary depending upon the type of coverage you have. In most cases, the auditor will be able to obtain the necessary audit data from two or more of the following records:

Payroll Journals with monthly/quarterly totals  
 Quarterly Tax Reports  
 General Ledgers  
 Individual Earning Cards with monthly/quarterly totals  
 Certificates of Insurance for sub-contractors  
 Vehicle descriptions (include purchase date and date sold)

In the course of the audit, the Auditor may ask some questions about your records and personally observe the various aspects of your business operations. This will assist the Auditor in properly classifying your operations and employees. If a new operation is revealed or an existing operation was unknown to us, additional classifications and exposure bases will be added to your policy and audit. This will affect the premium charged for your insurance coverage.

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## HOW SHOULD YOUR RECORDS BE KEPT?

**Payroll:** Many of the premiums for your insurance are based on payroll which is defined as total remuneration. Remuneration includes:

Wages	Vacation Pay
Commissions	Sick Pay
Bonuses	Payment for Piece Work
Overtime Pay	Other Dollar Substitutes
Holiday Pay	

**Overtime:** The amount paid in excess of straight time can be deducted if the excess can be verified by your records. Your records must show overtime separately by employee and totaled monthly and quarterly. THIS IS NOT APPLICABLE IN PA (WC) or DE (WC).

**Division of Payroll:** Division of an individual employee's payroll to more than one classification is not allowed.

Exception: For construction or erection operations, the payroll of an employee may be allocated to each type of work performed if proper records are kept. Payroll **cannot** be divided between construction and office or sales classifications.

**Gross Sales:** Another premium base for insurance is gross sales. Sales information must be kept separately for each location with monthly and quarterly totals by the type of product sold.

### \*\*\*IMPORTANT\*\*\*

**Subcontractors:** Most state Workers Compensation laws will hold you responsible for injuries sustained by an employee of an uninsured subcontractor. You may also be responsible for the legal liability of your subcontractors. To protect yourself, be sure to secure a CERTIFICATE OF INSURANCE for

General Liability coverage from all subcontractors.

Workers Compensation coverage from all subcontractors that are not exempt from your state's Workers Compensation laws.

If no evidence of insurance is available, the subcontractor's payroll may be added to your premium base. Depending on state law, if a person is claimed to be a subcontractor, but they do not have their own employees and their duties closely resemble those of an employee of yours, that person may be considered an employee for audit purposes. Adequate insurance means the subcontractor carries liability insurance with coverage comparable to yours (e.g., premises-operations and products-completed operations) limits of liability which are no less than \$1,000,000 each occurrence/\$2,000,000 general aggregate/\$2,000,000 products-completed operations aggregate for the period of time work was performed for you. Any limit less than the above will be considered inadequate and a payroll charge will be included on your audit.

NOTE: If you do not provide the information required to complete the Premium Audit, we will use estimated information that will result in additional premium owed us.

**We recommend you bring any questions concerning your insurance to the attention of your Agent.**

**All terms and conditions of this policy apply unless modified by this endorsement.**

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

### GENERAL SECTION

#### A. The Policy

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

#### B. Who is Insured

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

#### C. Workers Compensation Law

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

#### D. State

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

#### E. Locations

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

### PART ONE

#### WORKERS COMPENSATION INSURANCE

##### A. How This Insurance Applies

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

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

##### B. We Will Pay

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

##### C. We Will Defend

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

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

##### D. We Will Also Pay

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

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

##### E. Other Insurance

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



until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

#### F. Payments You Must Make

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

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

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

#### G. Recovery From Others

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

#### H. Statutory Provisions

These statements apply where they are required by law.

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

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

## PART TWO

### EMPLOYERS LIABILITY INSURANCE

#### A. How This Insurance Applies

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

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

#### B. We Will Pay

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

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

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured



employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

- C. 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. **Exclusions**

This insurance does not cover:

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

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

#### D. We Will Defend

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

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

#### E. We Will Also Pay

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

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

#### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits



of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

#### G. Limits of Liability

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

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### H. Recovery From Others

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

#### I. Actions Against Us

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

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

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or

insolvency of you or your estate will not relieve us of our obligations under this Part.

### PART THREE

#### OTHER STATES INSURANCE

##### A. How This Insurance Applies

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

##### B. Notice

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

### PART FOUR

#### YOUR DUTIES IF INJURY OCCURS

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

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.



6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PART FIVE—PREMIUM

### A. Our Manuals

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

### B. Classifications

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

### C. Remuneration

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

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

### D. Premium Payments

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

### E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy

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

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

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

### F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## PART SIX—CONDITIONS

### A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that



your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.







Nationwide®

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NEW BUSINESS

## STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

### INFORMATION PAGE

Insurer:	NATIONWIDE GENERAL INSURANCE COMPANY (A STOCK COMPANY) ONE WEST NATIONWIDE BLVD COLUMBUS, OH 43215-2220	Agency:	HBW INSURANCE GROUP INC
NCCI Carrier Code No:	25216	Address:	2 E ROLLING CROSSROADS STE 151 CATONSVILLE, MD 21228-6213
Policy Number:	ACP WC013200542519	Agency Phone:	(410) 744-4313
Prior Policy:	New	Producer:	FAREED KHAN

#### ITEM 1: INSURED

Named Insured:	A SWEET DAUGHTER LLC DBA DAUGHTER THAI <i>Refer to Information Page Extension</i>	Interstate ID:	None
		Intrastate/Bureau ID:	None
Mailing Address:	19 E BROAD WAY LOVETTSVILLE, VA 20180-8609	NAICS:	722511
FEIN:	<i>Refer to Information Page Extension</i>		
Entity of Insured:	Limited Liability Company		
Other workplaces not shown above:	None		

#### ITEM 2: POLICY PERIOD

The policy period is from 10-08-2021 to 10-08-2022 12:01 AM standard time at the insured's mailing address.

#### ITEM 3: COVERAGE

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Virginia
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in 3A. The limits of our liability under Part Two are:
- |                           |           |               |
|---------------------------|-----------|---------------|
| Bodily Injury by Accident | \$500,000 | each accident |
| Bodily Injury by Disease  | \$500,000 | policy limit  |
| Bodily Injury by Disease  | \$500,000 | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
All states except North Dakota, Ohio, Washington, Wyoming and states designated in Item 3.A. of the Information Page.
- D. This policy includes these endorsements and schedules:  
*Refer to Information Page Extension*

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# STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

## INFORMATION PAGE

Policy Number: ACP WC013200542519

Policy Period: From 10-08-2021 To 10-08-2022

### ITEM 4: PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans.

All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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*Refer to Information Page Extension*

Minimum Premium:	\$334.00	Total Estimated Annual Premium:	\$1,317.00
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Deposit Premium:	\$1,317.00	Expense Constant Premium:	\$160.00
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Countersigned by \_\_\_\_\_





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# STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

## EXTENSION OF INFORMATION PAGE

Policy Number: ACP WC013200542519

Policy Period: From 10-08-2021 To 10-08-2022

### ITEM 1: SCHEDULE OF NAMED INSURED

Named Insured	Type of Entity	FEIN	State ID
A SWEET DAUGHTER LLC DBA DAUGHTER THAI	Limited Liability Company	87-2393872	

### ITEM 1: SCHEDULE OF LOCATIONS

Location	Location ID	Location Address
001		19 E BROAD WAY, LOVETTSVILLE, VA 20180-8609

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# STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

## EXTENSION OF INFORMATION PAGE

Policy Number: ACP WC013200542519

Policy Period: From 10-08-2021 To 10-08-2022

### ITEM 3.D.: SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Title
16490 08 09	Virginia Workers Compensation Drug-Free Workplace Program Premium Credit Application
Form 45-3F 04 20	Virginia Contracting Classification Premium Adjustment Program (CCPAP) Workers Compensation Premium Credit Application
BR 99 55 06 15	Premium Audit Notice
WC 00 00 00 C 01 15	Workers Compensation and Employers Liability Policy
WC 00 00 01 A 01 19	Information Page
WC 00 04 04 04 84	Pending Rate Change Endorsement
WC 00 04 14 A 01 19	90-Day Reporting Requirement - Notification of Change in Ownership Endorsement
WC 00 04 19 01 01	Premium Due Date Endorsement
WC 00 04 22 C 01 21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC 00 04 24 01 17	Audit Noncompliance Charge Endorsement
WC 45 06 02 07 93	Virginia Amendatory Endorsement



### IMPORTANT NOTICES

Form Number	Title
NI0062 01 21	Notice of Terrorism Insurance Coverage
NI0067 01 17	Virginia Customer Service Notification
NI8012 01 18	Claims Policyholder Notice
NI8043 01 18	Important Notice Workers Compensation Deductible Availability
NI8058 11 19	Provider Panel Notice

### POSTING NOTICES

Form Number	Title
NP4501 04 18	Workers' Compensation Notice



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WC 00 00 01 A 01 19

# STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

## EXTENSION OF INFORMATION PAGE

Policy Number: ACP WC013200542519

Policy Period: From 10-08-2021 To 10-08-2022

### ITEM 4: PREMIUM

#### VIRGINIA OPERATIONS

Location	Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
001	Restaurant Noc		120000.00	0.8700	\$1,044.00
	Total Manual Premium				\$1,044.00
	Increased Limit Factor		1044.00	0.8000	\$8.00
	Increased Limit Charge		8.00	75.0000	\$67.00
	Total Subject Premium				\$1,119.00
	Total Modified Premium				\$1,119.00
	Expense constant		1.00	160.0000	\$160.00
	Total Standard Premium				\$1,119.00
	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement		120000.00	0.0320	\$38.00
	Estimated Annual Premium				\$1,317.00
	<b>Total Estimated Annual Premium</b>				<b>\$1,317.00</b>

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# STANDARD WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

## EXTENSION OF INFORMATION PAGE

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Policy Number: ACP WC013200542519

Policy Period: From 10-08-2021 To 10-08-2022

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**IN WITNESS WHEREOF**, the company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

---

**Secretary**

---

**President**



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in item 3.A of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

SCHEDULE

State

VA

271900000028189



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

Policy No.

Endorsement No.

Insured

Premium

Countersigned By \_\_\_\_\_

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**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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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 \_\_\_\_\_



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**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

Countersigned By \_\_\_\_\_

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**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.

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**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 \$100,000,000,000.
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
VA	0.0320	\$38.00



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 \_\_\_\_\_

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

# AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

**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
VA	Estimated State Premium	(2) Times

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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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

VIRGINIA AMENDATORY ENDORSEMENT

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

For Virginia insurance, Part Six D. (Conditions—Cancellation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancellation, including the date of and reasons for the cancellation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancellation. We will provide the Workers Compensation Commission with immediate notice of such cancellation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancellation by you or us, you must provide 30 days written notice of the cancellation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy, we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

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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# WORKERS' COMPENSATION NOTICE

The employees of this business are covered by the Virginia Workers' Compensation Act. In case of injury by accident or notice of an occupational disease:

## THE EMPLOYEE SHOULD:

1. Immediately give notice to the employer, in writing, of the injury or occupational disease and the date of accident or notice of the occupational disease.
2. Promptly give to the employer and to the Virginia Workers' Compensation Commission notice of any claim for compensation for the period of disability beyond the seventh day after the accident. In case of fatal injuries, notice must be given by one or more dependents of the deceased or by a person in their behalf.
3. In case of failure to reach an agreement with the employer in regard to compensation under the act, file application with the Commission for a hearing within two years of the date of accidental injury or first communication of the diagnosis of an occupational disease.
4. If medical treatment is anticipated for more than two years from the date of the accident and no award has been entered, the employee should file a claim with the Commission within two years from the date of the accident.

**NOTE:** The employer's report of accident is not the filing of a claim for the employee. The voluntary payment of wages or compensation during disability, or of medical expenses, does not affect the running of the time limitation for filing claims. An award based on a voluntary agreement must be entered or a claim filed within two years; one year in death cases.



## THE EMPLOYER SHOULD:

1. At the time of the accident, give the employee the names of at least three physicians from which the employee may select the treating physician.
2. Report the injury to the Commission through your carrier or directly to the Commission.
3. Accurately determine the employee's average weekly wage, including overtime, meals, uniforms, etc.

Questions may be answered by contacting the Commission. A booklet explaining the Workers' Compensation Act is available without cost from:

THE VIRGINIA WORKERS' COMPENSATION COMMISSION

333 E. Franklin St  
Richmond, Virginia 23219

1-877-664-2566  
[www.workcomp.virginia.gov](http://www.workcomp.virginia.gov)

Every employer within the operation of the Virginia Workers' Compensation Act MUST POST THIS NOTICE IN A CONSPICUOUS PLACE in his place of business.

