

74 (Policy Provisions: WC 00 00 00 B)

65

BS **INFORMATION PAGE**

WEC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** HARTFORD INSURANCE COMPANY OF THE MIDWEST  
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: **20605**  
Company Code: G



07644

\*3500134BS65740101

Suffix  
LARS RENEWAL  
01

**POLICY NUMBER:**

34 WEC BS6574

**Previous Policy Number:**

34 WEC BS6574

**HOUSING CODE:** SC

1. **Named Insured and Mailing Address:** TJ LIQUOR LLC  
(No., Street, Town, State, Zip Code)

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

**FEIN Number:** 461963904

**State Identification Number(s):**

**UIN:**

**The Named Insured is:** LIMITED LIABILITY COMPANY

**Business of Named Insured:** BEER, LIQUOR & WINE STORE

**Other workplaces not shown above:** 5158 CENTENNIAL BLVD

COLORADO SPRING CO 80919

2. **Policy Period:** From 08/01/14 To 08/01/15  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** INSURANCE ONE

6751 ACADEMY ROAD NE SUITE D  
ALBUQUERQUE, NM 87109

**Producer's Code:** 350297

**Issuing Office:** THE HARTFORD

3600 WISEMAN BLVD.  
SAN ANTONIO TX 78251  
(800) 447-7649

**Total Estimated Annual Premium:** \$1,384

**Deposit Premium:**

**Policy Minimum Premium:** \$382 CO (INCLUDES INCREASED LIMIT MIN. PREM.)

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Authorized Representative

Date

**INFORMATION PAGE (Continued)****Policy Number:** 34 WEC BS6574

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: CO

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

<b>Bodily injury by Accident</b>	\$500,000	<b>each accident</b>
<b>Bodily injury by Disease</b>	\$500,000	<b>policy limit</b>
<b>Bodily injury by Disease</b>	\$500,000	<b>each employee</b>

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

ALL STATES EXCEPT ND, OH, WA, WY, AND  
STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 00 01 14 WC 00 03 08 WC 00 04 21C WC 00 04 22A WC 99 03 03B  
SEE ENDT

**4. 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 Number and Description	Premium Basis		
	Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8017 LIQUOR OR WINE STORE - RETAIL	62,500	1.93	1,206
DESIGNATED MEDICAL PROVIDER PREMIUM CREDIT PROGRAM (9874)			-30
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			1,176
BROAD FORM - EXTENDED (9724) 3.00 PERCENT			36
EXPENSE CONSTANT (0900)			160
TERRORISM (9740)	62,500	.010	6
CATASTROPHE (9741)	62,500	.010	6
TOTAL ESTIMATED ANNUAL PREMIUM			1,384

---

**Total Estimated Annual Premium:** \$1,384

**Deposit Premium:**

**Policy Minimum Premium:** \$382 CO (INCLUDES INCREASED LIMIT MIN. PREM.)

---

**Interstate/Intrastate Identification Number:**

**Labor Contractors Policy Number:**

**NAICS:**

**SIC:** 5921

**UIN:**

**NO. OF EMP:** 000002

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

\*3500134BS65740101



	<b>Beginning on Page</b>		<b>Beginning on Page</b>
<b>INFORMATION PAGE</b>			
<b>General Section</b>		<b>PART TWO - Continued</b>	
A. The Policy .....	1	G. Limits of Liability .....	4
B. Who Is Insured .....	1	H. Recovery From Others.....	4
C. Workers Compensation Law .....	1	I. Actions Against Us .....	4
D. State.....	1	<b>PART THREE - OTHER STATES INSURANCE</b> .....	4
E. Locations.....	1	A. How This Insurance Applies .....	4
<b>PART ONE - WORKERS COMPENSATION INSURANCE</b> .....	1	B. Notice .....	5
A. How This Insurance Applies.....	1	<b>PART FOUR - YOUR DUTIES IF INJURY OCCURS</b> .....	5
B. We Will Pay .....	1	<b>PART FIVE - PREMIUM</b> .....	5
C. We Will Defend .....	1	A. Our Manuals .....	5
D. We Will Also Pay .....	1	B. Classifications.....	5
E. Other Insurance .....	2	C. Remuneration .....	5
F. Payments You Must Make .....	2	D. Premium Payments .....	5
G. Recovery From Others.....	2	E. Final Premium.....	5
H. Statutory Provisions .....	2	F. Records .....	6
<b>PART TWO - EMPLOYERS LIABILITY INSURANCE</b> .....	2	G. Audit.....	6
A. How This Insurance Applies.....	2	<b>PART SIX - CONDITIONS</b> .....	6
B. We will Pay.....	3	A. Inspection .....	6
C. Exclusions .....	3	B. Long Term Policy.....	6
D. We Will Defend .....	3	C. Transfer of Your Rights and Duties .....	6
E. We Will Also Pay .....	4	D. Cancellation .....	6
F. Other Insurance .....	4	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 and Employers Liability Policy itself for actual contractual provisions.

**PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.**





# 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:

\*3500134BS65740101 07646

## 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 you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

## **PART TWO - EMPLOYERS LIABILITY INSURANCE**

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

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last

exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

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

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

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

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

#### **C. Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801-945) 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 USC Sections 51-60), 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;
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 USC Sections 1801-1872) 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:

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 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 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.

### **A. Inspection**

We have the right, but are not obligated 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 that 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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PARTNERS, OFFICERS, AND OTHERS EXCLUSION ENDORSEMENT

\*3500134BS65740101 07649

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

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

SINGH GURDISH K

Countersigned by \_\_\_\_\_  
Authorized Representative





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

\*3500134BS65740101 07650

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

This endorsement is being sent to you with respect to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your current policy and which remains in effect as applicable.

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

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

Your policy provides coverage for workers compensation losses caused by acts of terrorism or war, including workers compensation benefit obligations dictated by state law, except in Pennsylvania where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage your policy provides for terrorism or war losses is shown in Item 4 of the Information Page or the Schedule in the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A) that is attached to your policy, and this amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

\*3500134BS65740101 07651

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- o **Catastrophe (other than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- o **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- o **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk

Insurance Act of 2002 (as amended) but that meets all of the following criteria:

- a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- o **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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

### Schedule

State	Rate	Premium
-------	------	---------





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

07652  
\*3500134BS65740101

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      **Effective hour is the same as stated on the Information Page of the policy.**

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

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

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

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

"Insured Loss" means any loss resulting from an act of terrorism (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, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

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

### Limitation of Liability

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

### Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium 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
-------	------	---------

State	Rate	Premium
Alabama	\$0.00	\$0.00
Alaska	\$0.00	\$0.00
Arizona	\$0.00	\$0.00
Arkansas	\$0.00	\$0.00
California	\$0.00	\$0.00
Colorado	\$0.00	\$0.00
Connecticut	\$0.00	\$0.00
District of Columbia	\$0.00	\$0.00
Florida	\$0.00	\$0.00
Georgia	\$0.00	\$0.00
Hawaii	\$0.00	\$0.00
Idaho	\$0.00	\$0.00
Illinois	\$0.00	\$0.00
Indiana	\$0.00	\$0.00
Iowa	\$0.00	\$0.00
Kansas	\$0.00	\$0.00
Louisiana	\$0.00	\$0.00
Maine	\$0.00	\$0.00
Maryland	\$0.00	\$0.00
Massachusetts	\$0.00	\$0.00
Michigan	\$0.00	\$0.00
Minnesota	\$0.00	\$0.00
Mississippi	\$0.00	\$0.00
Missouri	\$0.00	\$0.00
Nevada	\$0.00	\$0.00
New Hampshire	\$0.00	\$0.00
New Jersey	\$0.00	\$0.00
New Mexico	\$0.00	\$0.00
New York	\$0.00	\$0.00
North Carolina	\$0.00	\$0.00
North Dakota	\$0.00	\$0.00
Ohio	\$0.00	\$0.00
Oklahoma	\$0.00	\$0.00
Oregon	\$0.00	\$0.00
Pennsylvania	\$0.00	\$0.00
Rhode Island	\$0.00	\$0.00
South Carolina	\$0.00	\$0.00
South Dakota	\$0.00	\$0.00
Tennessee	\$0.00	\$0.00
Texas	\$0.00	\$0.00
Utah	\$0.00	\$0.00
Vermont	\$0.00	\$0.00
Virginia	\$0.00	\$0.00
Washington	\$0.00	\$0.00
West Virginia	\$0.00	\$0.00
Wisconsin	\$0.00	\$0.00
Wyoming	\$0.00	\$0.00



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PREMIUM DUE DATE ENDORSEMENT**

\*3500134BS65740101 07653

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

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.**

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

Authorized Representative





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT  
EXTENDED OPTIONS**

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

<b>INDEX</b>		
<b>SUBJECT</b>	<b>PAGE</b>	<b>SUBJECT</b>
<b>SECTION I</b>	2	B. Part One Does Not Apply
<b>PARTS ONE and TWO</b>	2	C. Application of Coverage
01 We Will Also Pay	2	D. Additional Exclusions
<b>PART - THREE</b>	2	E. West Virginia
02 How This Insurance Works	2	<b>EXTENDED OPTIONS</b>
<b>PART - SIX</b>	2	01 Employers' Liability Insurance
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards
04 Liberalization	2	03 Waiver of Our Right to Recover from Others
<b>SECTION II</b>	2	04 Foreign Voluntary Compensation
<b>VOLUNTARY COMPENSATION INSURANCE</b>	2	A. How This Reimbursement Applies
05 Voluntary Compensation Insurance	2	B. We Will Reimburse
A. How This Insurance Applies	2	C. Exclusions
B. We Will Pay	2	D. Before We Pay
C. Exclusions	3	E. Recovery From Others
D. Before We Pay	3	F. Reimbursement For Actual Loss Sustained
E. Recovery From Others	3	G. Repatriation
F. Employers' Liability Insurance	3	H. Endemic Disease
<b>EMPLOYERS' LIABILITY STOP GAP</b>	3	05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement
<b>ENDORSEMENT</b>	3	<b>SECTION III</b>
06 Employers' Liability Stop Gap Coverage	3	01 Schedule of Covered States
A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3	

## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

- D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and
- E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

#### 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, **INCLUDING** 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 law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. **How This Insurance Applies** of Part 3 (Other States Insurance) is replaced by the following:

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 **sixty** days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

##### C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

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

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

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

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

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

#### B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

#### C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

#### D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

#### E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

#### F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

### EMPLOYERS' LIABILITY STOP GAP COVERAGE

#### 6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

### 1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

#### B. Employers' Liability Insurance:

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

<b>Bodily Injury by Accident</b>	<b>\$500,000</b>	<b>Each Accident</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Policy Limit</b>
<b>Bodily Injury by Disease</b>	<b>\$500,000</b>	<b>Each Employee</b>

OR

2. The amount shown in the Information Page.

This provision 1 of EXTENDED OPTIONS does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

### 2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

### 3. Waiver of Our Right To Recover From Others

- A. 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 any person or organization for whom 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 agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

### 4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

#### A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
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 officer or employee's last exposure to those conditions of your employment must occur during the policy period.

#### B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

#### C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

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

#### **C. Workers' Compensation Law**

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

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

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

## **SECTION III**

### **1. SCHEDULE OF COVERED STATES**

A. This endorsement only applies in the states listed in this Schedule of Covered States.

C. Schedule of Covered States:

CO

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

Countersigned by \_\_\_\_\_  
Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT TO WORKERS' COMPENSATION BROAD FORM  
ENDORSEMENT EXTENDED OPTIONS - EMPLOYERS' LIABILITY STOP  
GAP COVERAGE**

\* 35000134BS65740101 076557

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.  
**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

This endorsement changes the Workers' Compensation Broad Form Endorsement Extended Options – Employers' Liability Stop Gap Coverage

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in North Dakota, Ohio, Washington, and Wyoming.
- E. This paragraph is removed.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

\*3500134BS6574010101    07658

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

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

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

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

Authorized Representative





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COLORADO CLASSIFICATION ENDORSEMENT**

\*3500134B56574010107659

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

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

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

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

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

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

Countersigned by \_\_\_\_\_  
\_\_\_\_\_  
Authorized Representative





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT  
COLORADO**

\*3500134BS65740101 07660

**Policy Number:** 34 WEC BS6574

**Endorsement Number:**

**Effective Date:** 08/01/14      Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TJ LIQUOR LLC

5158 CENTENNIAL BLVD  
COLORADO SPRING, CO 80919

It is agreed that this policy covers all employees of the insured, including statutory employees, and covers all business operations of the insured in any lawful endeavors, whether naturally connected or not, with respect to compensation and other benefits required of the insured by the Workers Compensation Law.

Countersigned by \_\_\_\_\_  
Authorized Representative





## IMPORTANT NOTICE

### COLORADO WORKERS' COMPENSATION INSURANCE MEDICAL AND INDEMNITY DEDUCTIBLE ELECTION FORM

\*3500134BS65740101 07661

Colorado Workers' Compensation Law permits an employer to purchase workers' compensation insurance with a deductible. The deductible is for medical and indemnity benefits only. There are seven "Per Claim" deductible options available. They are:

- NONE**
- \$ 500
- 1,000
- 1,500
- 2,000
- 2,500
- 5,000
- 10,000
- 13,500

All medical and indemnity claims shall be paid by the company. In such case, the law requires that you reimburse the company for any deductible amounts so paid.

If you have any questions, or desire one of these deductible amounts to apply to your coverage, please call your Agent for a quote. This offer is valid for thirty days after the effective date of the policy with which this notice is enclosed.

<b>Policy Number</b> <u>34 WEC BS6574</u>		
<b>Employer Name</b> <u>TJ LIQUOR LLC</u>	<b>Date</b>	<b>Signature and Title</b>
<b>Agent Name</b> <u>INSURANCE ONE</u>	<b>Date</b>	<b>Signature</b>

**Return to****Issuing Office:** THE HARTFORD**Address:** 3600 WISEMAN BLVD.  
SAN ANTONIO

TX 78251





## WORKERS' COMPENSATION SELECTION OF DESIGNATED MEDICAL PROVIDER DISCLOSURE STATEMENT

If you select two Designated Medical Providers meeting the following qualifications, a premium credit will be applied to your policy. For policies eligible for this credit as well as schedule rating, the combination of the 2.5% credit and the schedule modification cannot exceed +/-25%.

A qualified Designated Medical Provider is a medical provider, who:

- 1) Has a knowledge of work injuries;
- 2) Is knowledgeable of fee schedules;
- 3) Is decisive on medical-maximum-improvement determinations;
- 4) Communicates with you, the employer on such issues as case management and wellness programs;
- 5) Is knowledgeable of the employers operations.

The names of the providers must be posted and well publicized by you, the employer.

### \*\* SIGN AND RETURN \*\*

I am aware of the availability of a premium credit of 2.5%, if I select two qualified Designated Medical Providers. For policies eligible for this credit as well as schedule rating, the combination of the 2.5% credit and the schedule modification cannot exceed +/-25%.

Insured Signature

Policy Number

34 WEC BS6574

Issuing Office

THE HARTFORD

Issuing Office

3600 WISEMAN BLVD.

Address

SAN ANTONIO

TX 78251





## WORKERS' COMPENSATION COST CONTAINMENT CERTIFICATION DISCLOSURE STATEMENT

Cost Containment Certification is available from the Colorado Workers' Compensation Cost Containment Board. If you obtain certification, your policy will be subject to a premium credit which will be shown separately on your policy.

**PLEASE CHECK ONE (1) OF THE FOLLOWING BOXES BASED UPON YOUR BUSINESS ENTITY QUALIFICATION:**

I am aware if my business **does qualify** for experience and/or schedule rating under my workers' compensation insurance policy and my business has implemented a certified workers' compensation risk management program, my policy is subject to a 5% premium credit if the loss experience has improved since the last renewal date of workers' compensation insurance. This 5% premium credit is in addition to any schedule rating for which I may qualify.

or,

I am aware if my business **does not qualify** for experience and/or schedule rating under my workers' compensation insurance policy and my business entity has implemented a certified workers' compensation risk management program, my policy is subject to the following premium credit:

Premium Dividend	Dividend Criteria
10%	If my business has been loss free for at least the last year immediately preceding the effective date of the premium credit.
8%	If my business had one medical loss exceeding \$250 in the last year immediately preceding the effective date of the premium credit.
6%	If my business had two medical losses, each exceeding \$250, in the last year immediately preceding the effective date of the premium credit.
4%	If my business had three medical losses, each exceeding \$250, in the last year immediately preceding the effective date of the premium credit.
2%	If my business had three medical losses, each exceeding \$250, and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.
0%	If my business had more than three medical losses and one claim for loss of time in the last year immediately preceding the effective date of the premium credit.

### \*\*\*PLEASE SIGN AND RETURN\*\*\*

Insured Signature

Policy Number 34 WEC BS6574

Issuing Office THE HARTFORD  
Issuing Office 3600 WISEMAN BLVD.  
Address SAN ANTONIO

TX 78251





**Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates**  
(herein called "we, our, and us")

*This Privacy Policy applies to our United States Operations*

We value your trust. We are committed to the responsible:

- a) management;
  - b) use; and
  - c) protection;
- of **Personal Information**.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
- b) market our services;

to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;
- d) administrators; and
- e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out;" or
  - b) "opt-in;"
- as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

**Personal Information** that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

*As used in this Privacy Notice:*

**Application** means your request for our product or service.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

1stAGChoice, Inc.; Access CoverageCorp, Inc.; Access CoverageCorp Technologies, Inc.; American Maturity Life Insurance Company; Archway 60 R, LLC; Business Management Group, Inc.; Catalyst360, LLC; Champlain Life Reinsurance Company; DMS R, LLC; Eloy R, LLC; Ersatz Corporation; First State Insurance Company; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty General Agency, Inc.; Hartford Casualty Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; Hartford Equity Sales Company, Inc.; Hartford Fire General Agency, Inc.; Hartford Fire Insurance Company; Hartford Funds Management Company, LLC; Hartford Funds Management Group, Inc.; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford Integrated Technologies, Inc.; Hartford International Life Reassurance Corporation; Hartford Funds Distributors, LLC; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life Private Placement, LLC; Hartford Lloyd's Corporation; Hartford Lloyd's Insurance Company; Hartford Mezzanine Investors I, LLC; Hartford Residual Market, L.C.C.; Hartford Retirement Services, LLC; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Insurance Services of Texas, LLC; Hartford Strategic Investments, LLC; Hartford Underwriters Insurance Company; Hartford Technology Services Company, L.L.C.; Hartford of Texas General Agency, Inc.; Hartford Underwriters General Agency, Inc.; HARTRE Company, L.C.C.; HL Investment Advisors, LLC; HLA LLC; Horizon Management Group, LLC; HRA Brokerage Services, Inc.; Lanidex Class B, LLC; M-CAP Insurance Agency, LLC; New England Insurance Company; New England Reinsurance Corporation; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Property and Casualty Insurance Company of Hartford; Revere R, LLC; RVR R, LLC; Sentinel Insurance Company, Ltd.; Sunstone R, LLC; Symphony R, LLC; The Evergreen Group Incorporated; The Hartford Alternative Strategies Fund; The Hartford Mutual Funds, Inc.; The Hartford Mutual Funds II, Inc.; Trumbull Flood Management, L.L.C.; Trumbull Insurance Company; Twin City Fire Insurance Company; White River Life Reinsurance Company.

**Personal Financial Information** means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

**Personal Health Information** means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

**Personal Information** means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

**Transaction** means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

**You** means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
- b) applying for; or
- c) obtaining;

a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.



## Reporting a Work-Related Injury is Time Sensitive!

Call The Hartford's LossConnect immediately to report a claim.  
**1-800-327-3636**  
Available 24 hours a day, 365 days a year.

07665  
\*3500134BS65740101

### The Benefits of Timely Loss Reporting:

Research has shown that faster loss reporting significantly affects loss costs. The sooner we are notified, the sooner we can investigate the accident and coordinate with you, the injured employee, and the medical team to ensure the fastest possible return to health and work.

### The Effect of Timely Reporting on Controlling the Cost of Your Loss:

Average Loss for Closed Claims (Accident Years 2002-2005)	
Report Lag in Days	Percent Change in Loss Costs Compared to First Week Report
Incident Day	-6%
Week 1	0%
Week 2	13%
Week 3 or 4	16%
1 Month or Later	24%

Statutory requirements also necessitate the prompt initial reporting of the accident causing injury or death. Failure to comply may result in a fineable offense by the State.

### Information You'll Need

#### Company Information

- Account Number
- Location Code (if applicable)
- Parent Company (or program name)
- Policy Number

#### Worker Information

- Name, DOB, Address, Phone
- Social Security Number
- Age, Gender
- Marital Status, Number of Dependents
- Hire Date, Years in Current Position
- Wage Information

#### Incident Information

- Type of injury (burn, cut, etc.)?
- Exact body part injured?
- What caused the accident?
- Any reason to question the injury?
- Any witnesses?
- Address where injury occurred?
- Where was the injured employee treated? (Provide name, address, phone of medical provider.)
- When was the accident reported to you and by whom (date, time)?

#### Network Providers

A listing of more than 400,000 network providers qualified to treat work-related injuries is available online at [www.talispoint.com/hartext](http://www.talispoint.com/hartext) or by calling our Network Referral Unit at 1-800-327-3636 (select 4 at the prompt). Since network referrals are often impacted by state specific rules, please call to learn how to maximize our network capabilities on behalf of your employees.





## DISCLOSURE FORM WORKERS COMPENSATION INSURANCE

### IMPORTANT NOTICE TO POLICYHOLDER

\*3500134BS65740101    07666

#### **1. NOTIFICATION OF CHANGE IN RATE BY CLASSIFICATION**

If you desire information whenever there is a change in your workers' compensation insurance rate by classification, you may request such information from your insurer. This request for information must be in writing. Your insurer is required to supply this information within thirty (30) days following release of such information to your insurer by the authorized rating organization and following approval of the rate change by classification.

#### **2. NOTICE OF POLICYHOLDERS' RIGHT TO APPEAL CLASSIFICATION**

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

If you have any questions regarding the employee classification assigned to calculate your workers' compensation insurance premium, you need to direct your questions to your insurer or the insurers authorized representative. Your insurer or the insurers authorized representative must explain to you why a particular employee classification was used to eliminate any possible confusions.

If you still disagree with your insurer or the insurers authorized representative on the employee classification assignment, you must ask, in writing, that the classification assignment be reviewed. Your request to review the classification assignment must be directed to the Colorado Classification and Rating (C. & R.) Committee, National Council on Compensation Insurance (NCCI), P.O. Box 5323, Denver, Colorado 80217-5323. Written instruction for your appearance before the C. & R. Committee will be furnished by such committee. A decision as to whether a misclassification has occurred will be rendered by the C. & R. Committee.

If you disagree with the decision made by the C. & R. Committee, you have the right to request a redetermination of such decision by the Colorado Division of Insurance, First Western Plaza Building, Suite 500, 303 West Colfax Avenue, Denver, Colorado 80204. This request for redetermination must be in writing and directed to Christel L. Szczesniak. The final administrative decision as to whether a misclassification occurred will be made by the Colorado Division of Insurance.

#### **3. NOTICE OF AVAILABILITY OF MEDICAL CASE MANAGEMENT SERVICES**

On appropriate cases, staff Health Service Representatives (R.N.'s) or outside vendors are assigned for medical case management to insure quality medical care and rehabilitation at a reasonable cost. The use includes, but is not limited to, coordinating with qualified medical providers, monitoring the rehabilitation process and working with employers to return the injured party to their regular or a modified position.





## TO OUR POLICYHOLDERS:

Colorado House Bill 1212 requires that companies providing Workers' Compensation Coverage in Colorado make available their risk management services in order that all insureds may establish a formal risk management program. If your company is interested in establishing such a program, please contact your independent agent and they will see to it that this material is provided to you.

\*3500134BS65740101 07667







## POLICY ADJUSTMENT NOTICE

\*3500134BS65740101    07668

The premium we charged for your enclosed Hartford policy was based, in part, on estimates and assumptions related to items such as payroll, sales revenue, and the nature of business operations for the policy period shown. When your coverage period expires, a premium audit will be conducted to ensure the premium you paid for your insurance was accurate. In order to complete the premium audit, when your policy coverage period expires you may receive, via e-mail or US Postal mail, a request to complete an "Insured's Report of Exposure" Form. Alternatively, you may receive notice that a Premium Audit representative will be contacting you to review your records and discuss your business operations over the phone or in person. The purpose of the statement, phone call or visit is for the Premium Audit Department to collect the information required to ensure that the premium you paid for your coverage was accurate.

Once the audit is complete, you will receive a Statement of Premium Adjustment which will reflect the amount of your policy auditable premium, and will indicate whether you are owed a refund or if additional premium is due for the policy period shown.

**If we owe you** a return premium, The Hartford will apply the refund amount to any current account balance. If your account is paid in full, or if your refund amount is greater than the current account balance, we will issue you a refund check. You can expect to receive this check within the next **30** days.

**If you owe us** an additional premium, the **entire amount** will appear as due and payable on your next bill. This amount will appear as "Premium Audit" on your bill.

If you have any questions regarding the Premium Audit process, please call your insurance agent.

Thank you for doing business with The Hartford.



**POLICY NUMBER:**

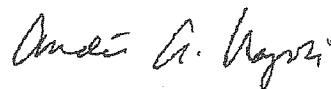
Our President and Secretary have signed this policy. Where required by law, the Information Page has been countersigned by our duly authorized representative.

07670

\*3500134BS65740101



Terence Shields, Secretary



André A. Napoli, President

Includes copyrighted material of the National Council on Compensation Insurance, used with its permission.  
© 2000 National Council on Compensation Insurance.

**DELAWARE:**

Delaware forms have been copyrighted by the Delaware Compensation Rating Bureau or the Pennsylvania Compensation Rating Bureau.

**NEW JERSEY:**

New Jersey forms have been copyrighted by the Compensation Rating and Inspection Bureau.

**NEW YORK:**

New York forms have been copyrighted by the New York Compensation Insurance Rating Board.

**PENNSYLVANIA:**

Pennsylvania forms have been copyrighted by the Pennsylvania Compensation Rating Bureau or the Delaware Compensation Rating Bureau.

