

Pablo Marble & Granite LLC

	Insured
	Agent
	Sub-Broker
X	Paperless

S B Goddard & Son Company
PO Box 277
Woburn, MA 01801

Pablo Marble & Granite LLC
10 Breed Ave
Woburn, MA 01801

04971-001
WCC-500-5020284-2019A
New Business Issuance

Effective Date: 04/10/2019

The Fairway Agency LLC
944 Washington Street
South Easton, MA 02375



A.I.M. Mutual Insurance Company
Massachusetts Employers Insurance Company
New Hampshire Employers Insurance Company
Associated Employers Insurance Company

04/12/2019

S B Goddard & Son Company

**PO Box 277
Woburn, MA 01801**

Insured: Pablo Marble & Granite LLC

**Re: Workers Compensation Insurance Policy
WCC-500-5020284-2019**

Enclosed is workers compensation policy # WCC-500-5020284-2019A for Pablo Marble & Granite LLC, effective 04/10/2019.

* Please note we are no longer mailing policies directly to policyholders.

This policy is also available online at www.aimmutual.com via our ServicesOnline Web Portal.

As always we appreciate your business and please do not hesitate to contact your customer service representative if you have any questions.

Sincerely,

Daniel A. Landers
Director of Field Operations



Workers Compensation and Employers Liability Policy

Policy Issued By:

Associated Employers Insurance Company

54 Third Avenue, Burlington, MA 01803-0970

Policy Year: 2019

Insured: **Pablo Marble & Granite LLC**

Agent: **S B Goddard & Son Company**
PO Box 277
Woburn, MA 01801

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

INFORMATION PAGE

General Section
Part One-Workers Compensation Insurance
Part Two-Employers Liability Insurance
Part Three-Other States Insurance
Part Four-Your Duties if Injury Occurs
Part Five-Premium
Part Six-Conditions

IMPORTANT: This 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 the actual contractual provisions.

This policy includes copyrighted material of National Council on Compensation Insurance, with its permission.

Mutual Policy Conditions

This policy jacket with the Policy Form, Information Page and Endorsements, if any, issued to form a part thereof, completes this policy.

Issued by Associated Employers Insurance Company, herein called the Company, a stock insurance company incorporated under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the issuing Company has caused this policy to be signed by its president at Burlington, Massachusetts, and countersigned on the Information Page by a duly authorized representative of the Company.



President & Chief Executive Officer



A.I.M. Mutual Insurance Company
Massachusetts Employers Insurance Company
New Hampshire Employers Insurance Company
Associated Employers Insurance Company

PRIVACY NOTICE

Associated Employers Insurance Company (AEIC) recognizes that you expect and are entitled to privacy and security of information we collect and maintain about you. We are committed to protecting that information by maintaining strict standards and procedures designed to prevent misuse of a nonpublic information we collect. Except for those situations allowed by law, we do not disclose any nonpublic information about our customers to anyone.

Categories of Information That We Collect:

We collect most of the information about you from your application for insurance and from the servicing of your policy. We may collect nonpublic information about you from other sources such as consumer reporting agencies, loss information reports, other insurance companies, and others as allowed by law. In a claim situation, we may also collect medical information to adjust the claim.

How We Use This Information:

We use this information to underwrite your insurance, adjust claims, determine premiums or to provide you with the services that are normal to an insurance operation.

Under What Circumstances Do We Disclose Information:

We do not disclose any nonpublic information about our customers or former customers to anyone except as permitted by law. This means under certain circumstances information can be disclosed to third parties without your authorization. For example: We may disclose information to your insurance Broker; to consultants who perform business or insurance functions for us; to independent claims adjusters, investigators, and attorneys who need information to settle our claims; to businesses that provide underwriting and actuarial support; to organizations involved in collecting data to help in the detection of insurance fraud or criminal activity in connection with insurance transactions; to law enforcement or other governmental authorities to protect our legal interests or in cases of suspected fraud or illegal activities; to medical care institutions or medical professionals to verify coverage; to insurance rating organizations or state regulatory agencies who are involved with the regulation of insurance pricing and products; to lienholders, mortgages or other parties who have a legal interest in your policy; and to authorized individuals as ordered by court documents.

Our Policies and Procedures for Protecting Your Privacy:

We restrict access to information about you to the referenced third parties and to employees who need to know that information to provide you with our products or to provide you with the benefits of services under them. We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your nonpublic information. We do not sell or provide nonpublic information about our customers to others for their independent use.

Access to Your Information:

You have the right to obtain certain items of information we have collected about you, and to request correction of information if you feel it is inaccurate. If we agree, we will correct our records accordingly. If we do not agree, we will communicate this to you. You should submit your written request to us at the address shown below. Certain information collected in connection with, or in anticipation of, any claim or legal proceeding will not be made available.

Further Information:

If you have any questions about our privacy policy, please write us at:

Associated Employers Insurance Company
54 Third Avenue - P.O. Box 4070
Burlington, MA 01803-0970

If you have multiple policies with Associated Employers Insurance Company you will receive a copy for each policy.

A.I.M. Mutual ServicesOnline

A.I.M. Mutual ServicesOnline is the secure web-portal for Policyholders and Broker partners of the A.I.M. Mutual Insurance Companies. You now have direct online access to both policy and claim information that will help you manage your workers compensation program. Reports are created from real time loss data, which can viewed, printed or exported into either PDF format or Microsoft Excel. This feature is easy to use and access, allowing you to review policy information, billing, and claims, enhancing your ability to identify critical trends and control workers compensation-related costs.

Log On - POLICYHOLDERS

Policyholders should contact our Web Portal Administrator at:
servicesonline@aimmutual.com.

Please provide the Web Portal Administrator with a contact name and email address of the person who will be your company administrator. This person will then be set up as the company administrator on the portal. Your company administrator will receive a system-generated email with an assigned user name and a link to create a personal & private password. Once this process has been completed, your company administrator will have access to add as many users and assign viewing rights as needed.

Log On - BROKERS

Brokers should contact our Web Portal Administrator at:
servicesonline@aimmutual.com.

Please provide the Web Portal Administrator with a contact name and email address of the person who will be your company administrator. This person will then be set up as the company administrator on the portal. Your company administrator will receive a system-generated email with an assigned user name and a link to create a personal & private password. Once this process has been completed, your company administrator will have access to add as many users and assign viewing rights as needed.

*Brokers will also need to provide their company administrator with an email address (preferably not a personal one) for system-generated email notifications.

Once the log-on procedure has been completed, both policyholders and brokers can access our web portal by going to www.aimmutual.com and clicking on either the Policyholder Tools or Broker Tools link and selecting the Web Portal.

Confidentiality Terms and Agreements

Once a user has logged in, he/she will be asked to Accept or Decline the confidentiality terms and agreements related to the A.I.M. Mutual Web Portal. Users should scroll down to the bottom and click on [Accept](#).

How to View Customized Loss Data

Policyholders and Brokers will need to click on the report tab. The **AIM-Policy/Claim Summary** will provide both the policyholder and broker with a summary of the number of claims by year. The **AIM - Policy/Claim Loss Run** will provide both the policyholder and broker with a listing of claims by company, by year, and by status, for those years with claims. Note: Brokers must first select an account by insured number to access the loss data.

Premium Audits

TECHNICAL INFORMATION

When a policy is issued, workers compensation premium is based on estimated exposures. These exposures will vary during the policy period, and an audit is necessary to determine the exact exposures. If your record keeping is maintained properly, an audit assures that you only pay premium for the exposures that actually existed.

In most cases, A.I.M. Mutual premium auditors visit accounts at the expiration of the initial policy period. Visits to your premises or your accountant's office will be scheduled by appointment. Auditors will examine records containing information necessary to verify the exposures, such as:

- Payroll/Individual Earnings Reports
- Unemployment/FICA Report
- Journals
- Job Cost Records
- Financial Statements
- Ledgers
- Contracts

In some instances, the adjustment information on subsequent policy periods can be obtained by telephone or mail. A premium auditor will, however, visit your premises at least once every three years.

The auditor may inquire about your business operation, employee job functions, company structure and ownership in order to fully understand the nature and extent of your exposures. To ensure proper classification, the auditor may wish to personally observe the processes involved in your operation. Every effort is made to minimize the time involvement of you and /or your employees. Often there are allowable deductions according to insurance classifications, rating procedures, and state rules.

Total Remuneration

Workers compensation insurance premium is primarily based upon gross payroll, which is defined as total remuneration for services performed by an employee. Total remuneration means money or substitutes for money and includes:

- Wages, Commissions, Bonuses
- Overtime, Holiday, Vacation and Sick Pay
- 401(k) and Section 125 Employee Contributions
- Income Tax Deferred Pay
- Profit Sharing Plans
- Payment for Piece Work
- Value of Board & Lodging
- Tool Allowances
- Store Certificates
- Other Dollar Substitutes

Total Remuneration Exclusions

- Tips and Other Gratuities
- Payments by an employer to Group Insurance or Group Pension Plans (other than payments for the Federal Social Security Act)
- Value of Special Rewards for individual invention or discovery
- Dismissal or Severance Payments (excepts for time worked or accrued vacation)
- Sick Pay paid to an employee by a third party such as an insured's group insurance carrier which is paying disability income benefits to a disabled employee
- Employer provided perquisites such as an automobile, airplane flight, incentive vacation (contest winner), discount on property or services, club memberships, tickets to entertainment events, or executive officer remuneration above each states published maximum

Overtime

In Massachusetts, New Hampshire and Connecticut as in most states, the premium portion of overtime pay (the amount paid in excess of straight time pay) may be deducted from gross payroll totals. In order to benefit from this provision, overtime must be shown separately by employee and summarized by class of work group.

Division of Payroll

Your policy may carry one or more classifications of payroll based on your operation or business. An in-depth guide for Massachusetts classifications is available at the Workers Compensation Rating and Inspection Bureau of Massachusetts website at www.wcribma.org. Select Class Code Lookup or Manuals-Rates-Rating Values under Tools. The Massachusetts Master Alphabetic Class Index is available to download in a PDF format.

Segmentation or division of an individual's payroll to more than one classification is not permitted. If an employee interchanges between operations subject to more than one classification, the entire payroll of such employee shall be assigned to the highest rated classification representing any part of his/her work. This assignment applies irrespective of the actual time devoted to the classes of work. Exceptions do apply to employees involved with construction or erection operations; your premium auditor will be glad to discuss those exceptions with you.

Hiring of Uninsured Independent Contractors or Sub-Contractor

In Massachusetts, as a 'General Employer' you may potentially be responsible for injuries to an employee of an uninsured contractor whom you have hired. This may be particularly applicable if the injury occurs on your premises and the contract is to perform work that may be deemed to be a part of, or a process of, your trade or business. 'Premises' may include the public highways if the contract requires or necessitates the use of them.

In certain circumstances, you can reduce your liability for injuries to others working on your premises under contract (written or oral) by securing a current Certificate of Workers Compensation Insurance from each contractor you employ (see Request a Certificate). If Certificates of Workers Compensation Insurance for subcontractors are not available at the time of audit, the subcontractor's exposure may be included in the pricing of your insurance.

Please contact us for more in-depth management procedures in the use of Certificates of Insurance to limit your premium liability.

Confidentiality

All information obtained through the audit process will be used for insurance purposes only. This information will not be made available to others. Our premium auditor will provide you with a copy of the completed audit worksheet and explain the resulting exposures.



A.I.M. Mutual Insurance Company
Massachusetts Employers Insurance Company
New Hampshire Employers Insurance Company
Associated Employers Insurance Company

Dear Policyholder:

In an effort to provide consistent application of the Independent Contractor Law, new procedures have been established for workers compensation premium auditing and the issuance of certificates of insurance for businesses that are organized as sole proprietorships and partnerships.

Enclosed are two recent Circular Letters issued by the Workers' Compensation Rating And Inspection Bureau of Massachusetts that outline the new procedures:

Circular Letter No. 2071: Audit Guidelines for Sole Proprietorships and Partnership Certificates of Insurance.

Circular Letter No. 2045: Procedures for Issuing Certificates of Insurance for Sole Proprietorships and Partnerships.

I encourage you to become familiar with the new guidelines as they may impact the Audited premium of your workers compensation policy.

If you have any questions, please contact your Agent or Broker.

Sincerely,

Daniel A. Landers
Director of Field Operations



**THE WORKERS' COMPENSATION
RATING AND INSPECTION BUREAU**

October 24, 2007

CIRCULAR LETTER NO. 2071

To All Members and Subscribers of the Bureau:

**AUDIT GUIDELINES FOR SOLE PROPRIETOR AND PARTNERSHIP
CERTIFICATES OF INSURANCE**

The attached Audit Guidelines ("Guidelines") were drafted by a subcommittee of the Bureau Producer Advisory Group in an effort to provide consistent application of the Independent Contractor Law, consistent treatment of Certificates of Insurance, and consistent collection of premium at audit. When a policyholder presents an auditor with a Certificate of Insurance for a Sole Proprietor or Partnership, the auditor should use the Guidelines to make a determination on whether payments by the policyholder to the Sole Proprietor or Partnership should be included in the premium basis used to calculate the policyholder's workers' compensation premium.

These Guidelines were prepared as a follow up to Circular Letter No. 2045 that announced the approval of the *Procedures for Issuing Certificates of Insurance for Sole Proprietors and Partnerships* and Circular Letter No. 2057 that was issued to address some of the questions that came about as a result of the new *Procedures*. The Guidelines were also presented to the Massachusetts Workers' Compensation Advisory Council. In letters to the Commissioners of the Division of Insurance ("DOI") and the Department of Industrial Accidents ("DIA"), the Advisory Council members expressed their belief that finalized audit guidelines will ensure that as many workers as possible will be covered under the workers' compensation system and will further assist insurers in better understanding their exposure when writing and collecting premiums.

The Guidelines, which have been discussed with and reviewed by representatives from both the DOI and DIA, shall be effective immediately. The Audit Guidelines are mandatory for all policies issued through the Residual Market. Furthermore, the Bureau strongly recommends the use of the Guidelines for all policies issued through the Voluntary Market.

DANIEL M. CROWLEY, CPCU
Vice President – Customer Services

Attachment

THE WORKERS' COMPENSATION RATING & INSPECTION BUREAU OF MASSACHUSETTS

101 ARCH STREET 5TH FLOOR, BOSTON, MASSACHUSETTS 02110-1103
(617) 439-9030, FAX (617) 439-6055, www.wcribma.org

**AUDIT GUIDELINES FOR
SOLE PROPRIETOR AND PARTNERSHIP CERTIFICATES OF INSURANCE**

The following audit guidelines shall be followed by carriers **when a policyholder provides a Certificate of Insurance** for a Sole Proprietor or Partnership to determine whether payments by the policyholder to the Sole Proprietor or Partnership should be included in the policyholder's workers' compensation insurance premium basis in accordance with Parts One and Five of The Standard Workers' Compensation and Employers Liability Insurance Policy and/or Rule V-A and/or Rule IX of the Massachusetts Workers Compensation and Employers Liability Insurance Manual.

IF, during an audit, the carrier determines that their policyholder has hired a **Sole Proprietor** or a **Partnership Without Coverage Election** ("The workers' compensation policy does not provide coverage for <NAME>" is shown on the Certificate of Insurance) for the **Sole Proprietor** or any of the partners of a **Partnership**, and

IF...	THEN...
The policyholder can present satisfactory evidence* to the auditor that the Sole Proprietor or Partnership is a bona fide employer,	No additional payroll shall be picked up on the policyholder's policy.
The Sole Proprietor or Partnership has no employees, but the policyholder can prove that the Sole Proprietor or Partner(s) meets the following three-part test set forth in G.L. c. 149, section 148B that distinguishes independent contractors from employees: <ul style="list-style-type: none"> 1. The individual is free from control and direction in connection with the performance of the service, both under his contract for the performance of service and in fact; and 2. The service is performed outside the usual course of the business of the employer; and 3. The individual is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the service performed. 	No additional payroll shall be picked up on the policyholder's policy.
The policyholder fails to present satisfactory evidence* to the auditor that the Sole Proprietor or Partnership is a bona fide employer; and/or The policyholder cannot prove that the Sole Proprietor or Partner(s) meets the three-part test that distinguishes independent contractors from employees,	All payments made to the sole proprietor and/or partnership shall be picked up on the policyholder's policy in accordance with the Massachusetts Workers' Compensation and Employers Liability Insurance Manual, Rule IX.C.

IF... during an audit, the carrier determines that their policyholder has hired a Sole Proprietor With Coverage Election ("<NAME> is covered by the workers' compensation policy" is shown on the Certificate of Insurance), OR a Partnership With Coverage Election for any or all Partners,	THEN... No additional payroll shall be picked up on the policyholder's policy.
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

NOTE: In those situations where the Certificate of Insurance is silent on coverage elections, the auditor shall ask additional questions and obtain additional documentation from the policyholder to determine the appropriate treatment at audit of the sole proprietors or partnerships hired by the policyholder.

* Evidence to establish whether a sole proprietor or partnership is a bona fide employer could include, but not be limited to, such things as: contracts between the policyholder and the sole proprietor or partnership; invoices from a sub contractor to the general contractor; W2 Forms; Employer Identification Numbers (EINs); 940 Forms: Employer's Annual Federal Unemployment (FUTA) Tax Returns; and/or 941 Forms: Employer's Quarterly Federal Tax Returns.



**THE WORKERS' COMPENSATION
RATING AND INSPECTION BUREAU**

February 14, 2007

CIRCULAR LETTER NO. 2045

To All Members and Subscribers of the Bureau:

Procedures for Issuing Certificates of Insurance for Sole Proprietors and Partnerships

The Division of Insurance recently approved the attached *Procedures for Issuing Certificates of Insurance for Sole Proprietors and Partnerships (Procedures)* for use in both the Voluntary and Residual Markets. **The *Procedures* have a mandatory effective date of May 1, 2007. Carriers may, however, implement the *Procedures* prior to May 1, 2007.**

Policies issued to sole proprietors and partnerships do not provide coverage for the sole proprietor or partner(s) unless they elect coverage for themselves in accordance with G.L. Chapter 152, section 1(4) and 482 CMR 8.07. If a sole proprietor or partner elects coverage for himself, then he and all of his employees will be covered by that policy. If a sole proprietor or partner does not elect coverage for himself, then only his employees, if any, will be covered by that policy.

Sole proprietors and partnerships sometimes purchase a workers' compensation insurance policy for the sole purpose of obtaining a Certificate of insurance that can be presented to an insured employer for whom they want to perform work. However, unless the sole proprietor or partner has elected coverage for himself, the policy does not cover him. The approved *Procedures* direct carriers to indicate on Certificates of Insurance whether the sole proprietor or partner(s) has elected to be covered by the policy. This will enable the recipient of a Certificate of Insurance to better understand what coverage is provided by the workers' compensation insurance policy identified on the Certificate of Insurance.

Please contact Dan Crowley (617-646-7594 or dcrowley@wcribma.org) or Ellen Keefe (617-646-7553 or ekeefe@wcribma.org) if you have any questions.

DANIEL M. CROWLEY, CPCU
Vice President – Customer Services

THE WORKERS' COMPENSATION RATING & INSPECTION BUREAU OF MASSACHUSETTS

101 ARCH STREET 5TH FLOOR, BOSTON, MASSACHUSETTS 02110-1103
(617) 439-9030, FAX (617) 439-6055, www.wcribma.org

PROCEDURES FOR ISSUING CERTIFICATES OF INSURANCE FOR SOLE PROPRIETORS AND PARTNERSHIPS

Certificates of Insurance issued by carriers on or after May 1, 2007 shall be issued according to the following procedures.

Before issuing a Certificate of Insurance, the carrier shall review their policy to determine the legal status of their insured. If the legal status is that of a sole proprietor or partnership, the carrier must determine whether any coverage elections are reflected on the policy. Based on the carrier's findings, one of the following comments (in bold) shall be shown in the Comments section of the Certificate of Insurance form.

COVERAGE ELECTIONS

LEGAL STATUS	ELECTIONS/EXCLUSIONS REFLECTED ON POLICY	COMMENT FOR CERTIFICATE OF INSURANCE
Sole Proprietor	Sole proprietor has not elected coverage	"The workers' compensation policy does not provide coverage for <NAME>."
	Sole proprietor has elected coverage	"<NAME> is covered by the workers' compensation policy."
Partnership	No partners have elected coverage	"No partners are covered by the workers' compensation policy."
	All partners have elected coverage	"All partners are covered by the workers' compensation policy."
	Some but not all partners have elected coverage	"<NAMES> are covered by the workers' compensation policy." AND "<NAMES> are not covered by the workers' compensation policy."



A.I.M. Mutual Insurance Company
Massachusetts Employers Insurance Company
New Hampshire Employers Insurance Company
Associated Employers Insurance Company

CERTIFICATE OF INSURANCE

To better service your needs and help you process your request for a Certificate of Insurance for this policy please submit your request through a method below.

Certificate of insurance requests can be submitted through the following methods:

By Email: certificaterequest@aimmutual.com

Call Us: 1-800-876-2765

By Fax: 1-781-270-5690

Certificate of insurance request contact information:

1-800-876-2765

Debbie Cox: ext. 8740
Debbie Gargano: ext. 8975

We look forward to processing your request promptly and accurately.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE

Associated Employers Insurance Company
54 Third Avenue, Burlington, Massachusetts 01803-0970
(800) 876-2765

NCCI NO 40959

POLICY NO.	WCC-500-5020284-2019A
PRIOR NO.	NEW

ITEM

1. The Insured: Pablo Marble & Granite LLC
DBA:
Mailing address: 10 Breed Ave
Woburn, MA 01801

FEIN: **-***5336

Legal Entity Type: Limited Liability Company

Other workplaces not shown above:

2. The policy period is from 04/10/2019 to 04/10/2020 12:01 a.m. standard time at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA
B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.

The limits of liability under Part Two are:

Bodily Injury by Accident	\$	<u>1,000,000</u>	each accident
Bodily Injury by Disease	\$	<u>1,000,000</u>	policy limit
Bodily Injury by Disease	\$	<u>1,000,000</u>	each employee

C. Other States Insurance: Coverage Replaced by Endorsement WC 20 03 06 B

D. This Policy includes these Endorsements and Schedules: SEE SCHEDULE

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		Premium Basis	Rates	
	Code No.	Estimated Total Annual Remuneration	Per \$100 Of Remuneration	Estimated Annual Premium
INTRA	001094496			
INTER		SEE CLASS CODE SCHEDULE		


Minimum Premium \$429

GOV STATE	GOV CLASS
MA	5348

Total Estimated Annual Premium \$1,667
Deposit Premium \$429

State Assessments/Surcharges \$48
\$1,245.00 x 3.8300%

This policy, including all endorsements, is hereby countersigned by


Authorized Signature

04/12/2019
Date

Service Office:
54 Third Avenue
Burlington MA 01803

S B Goddard & Son Company
PO Box 277
Woburn, MA 01801

WC 00 00 01 A (7-11)

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Associated Employers Insurance Company

Insured: 5020284
Pablo Marble & Granite LLC
10 Breed Ave
Woburn, MA 01801

Producer: 04971-001-149
S B Goddard & Son Company
PO Box 277
Woburn, MA 01801

Insured FEIN: **-***5336
Policy Number: WCC-500-5020284-2019A
Policy Period: 04/10/2019 - 04/10/2020

Issue Date: 04/12/2019
Endorsement Effective Date: 04/10/2019
Endorsement Number:

ENDORSEMENT SCHEDULE

The forms listed below are included in this policy:

Form No.	Form Description	Applicable States	Policy Effective Date
WC 00 00 00 C	Policy Conditions		04/10/2019
WC 00 03 11 A	Voluntary Compensation and Employers Liability		04/10/2019
WC 00 04 04	Pending Rate Change End.	MA	04/10/2019
WC 00 04 14	Notification of Change in Ownership		04/10/2019
WC 00 04 22 B	Terrorism Risk Endorsement		04/10/2019
WC 20 03 01	MA Limits of Liability Endorsement	MA	04/10/2019
WC 20 03 02 A	MA Assessment Charge	MA	04/10/2019
WC 20 03 03 D	MA Notice to Policy Holder Endorsement	MA	04/10/2019
WC 20 03 06 B	MA Limited Other States Insurance Endorsement	MA	04/10/2019
WC 20 04 05	MA Premium Due Date Endorsement	MA	04/10/2019
WC 20 06 01 A	MA Cancellation Endorsement	MA	04/10/2019
WC 20 06 04	MA Policy Definition Endorsement	MA	04/10/2019

Associated Employers Insurance Company

Insured: 5020284
Pablo Marble & Granite LLC
10 Breed Ave
Woburn, MA 01801

Producer: 04971-001-149
S B Goddard & Son Company
PO Box 277
Woburn, MA 01801

Insured FEIN: **-***5336
Policy Number: WCC-500-5020284-2019A
Policy Period: 04/10/2019 - 04/10/2020

Issue Date: 04/12/2019
Endorsement Effective Date: 04/10/2019
Endorsement Number:

LOCATION SCHEDULE

Insured Unit: 001 Workplace: 001
Business Type: Limited Liability Company
Pablo Marble & Granite LLC
10 Breed Ave
Woburn, MA 01801

Business Type:

TAX ID: 822435336

Business Type:

Business Type:

Business Type:

Business Type:

Business Type:

Business Type:

Business Type:

Business Type:

Business Type:

Business Type:

Associated Employers Insurance Company

Insured: 5020284
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Producer: 04971-001-149
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Policy Period: 04/10/2019 - 03/12/2020

Issue Date: 04/12/2019
Endorsement Effective Date: 04/10/2019
Endorsement Number:

CLASSIFICATION CODE SCHEDULE

Policy Unit: 001

Unit State Code: MA

Policy Unit Name: Pablo Marble & Granite LLC

Billing Plan: 4 Equal Quarterly Payments

Classification Description	Class Code No.	Payroll Amount	Rate Per \$100	Estimated Premium
MARBLE OR STONE SETTING - INSIDE	5348	27,623	4.15	1,146

Deviated Premium	1,146
Excess Employers Liability 2.00%	23
EEL Minimum Premium Adjustment	50
Premium Subject to Exp Mod	1,219
Standard Premium	1,219
Expense Constant	338
Terrorism Act Surcharge	8
Total Estimated Premium	1,565
DIA ASSESSMENT 3.83%	44

Associated Employers Insurance Company

Insured: 5020284
Pablo Marble & Granite LLC
10 Breed Ave
Woburn, MA 01801

Producer: 04971-001-149
S B Goddard & Son Company
PO Box 277
Woburn, MA 01801

Insured FEIN: **-***5336
Policy Number: WCC-500-5020284-2019A
Policy Period: 03/12/2020 - 04/10/2020

Issue Date: 04/12/2019
Endorsement Effective Date: 04/10/2019
Endorsement Number:

CLASSIFICATION CODE SCHEDULE

Policy Unit: 001

Unit State Code: MA

Policy Unit Name: Pablo Marble & Granite LLC

Billing Plan: 4 Equal Quarterly Payments

Classification Description	Class Code No.	Payroll Amount	Rate Per \$100	Estimated Premium
MARBLE OR STONE SETTING - INSIDE	5348	2,377	4.15	99

Deviated Premium	99
Excess Employers Liability 2.00%	2
EEL Minimum Premium Adjustment	0
Premium Subject to Exp Mod	101
Standard Premium	101
Expense Constant	0
Terrorism Act Surcharge	1
Total Estimated Premium	102
DIA ASSESSMENT 3.83%	4
Total Estimated Premium & Surcharge(s)	1,715

Associated Employers Insurance Company

Insured: 5020284
Pablo Marble & Granite LLC
10 Breed Ave
Woburn, MA 01801

Producer: 04971-001-149
S B Goddard & Son Company
PO Box 277
Woburn, MA 01801

Insured FEIN: 822435336
Policy Number: WCC-500-5020284-2019A
Policy Period: 04/10/2019 - 04/10/2020

Issue Date: 04/12/2019
Endorsement Effective Date: 04/10/2019
Endorsement Number:

INSTALLMENT SCHEDULE

Policy Unit No: 001

Policy Unit Name: Pablo Marble & Granite LLC

Units Billed to this Unit: 1
Billing Plan: 4 Equal Quarterly Payments

Installment/ Endorsement No.	DIA Assessment	Total Amount	Due Date	Billed
Down Payment	\$12	\$429	04/12/2019	Billed
Installment 1	\$12	\$429	07/10/2019	
Installment 2	\$12	\$429	10/10/2019	
Installment 3	\$12	\$428	01/10/2020	
Total	\$48	\$1,715		

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

(Ed. 1-15)

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
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

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

(Ed. 1-15)

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.

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

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 an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
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 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 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 an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

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 shown in the Schedule were shown in Item 3.A. of the Information Page.

Schedule

Employees	State of Employment	Designated Workers' Compensation Law
All Employees	MA	MA

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 04/10/2019
 Insured
 Pablo Marble & Granite LLC
 Insurance Company
 Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A Endorsement No.
 Premium \$1,667.00

Countersigned by 

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

Massachusetts

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 04/10/2019
Insured
Pablo Marble & Granite LLC
Insurance Company
Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A Endorsement No.
Premium \$1,667.00

Countersigned by 

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(Ed. 4-84)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

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

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

Endorsement Effective 04/10/2019
Insured
Pablo Marble & Granite LLC
Insurance Company
Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A Endorsement No.
Premium \$1,667.00

Countersigned by 

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(Ed. 7-90)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

Definitions

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

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

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

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

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

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

Policyholder Disclosure Notice

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

Effective January 1, 2015

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
Massachusetts	0.0300	9

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 04/10/2019
 Insured
 Pablo Marble & Granite LLC
 Insurance Company
 Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A Endorsement No.
 Premium \$1,667.00

Countersigned by 

MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT

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

Our liability to you under Section 25 of Chapter 152 of the General Laws of Massachusetts is not subject to the limit of liability that applies to Part Two (Employers Liability Insurance).

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 04/10/2019
Insured
Pablo Marble & Granite LLC
Insurance Company
Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A

Endorsement No.
Premium \$1,667.00

Countersigned by 

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(Ed. 4-84)

MASSACHUSETTS-ASSESSMENT CHARGE

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidents (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the DIA's standard premium, as defined and outlined in 452 CMR 7.00, developed under your policy, is shown as a separate item on the information page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.

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 04/10/2019

Policy No. WCC-500-5020284-2019A

Endorsement No.

Insured

Premium \$1,667.00

Pablo Marble & Granite LLC

Insurance Company

Associated Employers Insurance Company

Countersigned by



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(Ed. 9-08)

MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

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

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

You may obtain pertinent rating information by submitting a written request to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this endorsement or to us at our company address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your classification, rates, premiums or audit results were determined. If we fail to grant or reject your request within thirty days after it is made or if you are not satisfied by the results of our review, you may submit a written request for review to the Workers' Compensation Rating and Inspection Bureau of Massachusetts ("WCRIBMA") at the address shown in this endorsement. If the WCRIBMA fails to grant or reject your request within thirty days after it is made or [i]f you are not satisfied with the results of the WCRIBMA review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Reserves or Settlements

You may request a loss run, which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

3. Named Insured

You are responsible for immediately reporting all changes in name or legal status to us in writing at the company address shown in this Endorsement.

If you want to add a named insured or replace the named insured with another legal entity on any policy issued through the Massachusetts Assigned Risk Pool you must submit a new Assigned Risk Pool Application, including a Confidential Request for Information Form (ERM), to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this Endorsement.

4. Insured's Mailing Address

Notices relating to this Policy will be mailed or delivered to your mailing address. Your mailing address is that which is shown in Item 1 of the Information Page or in a change of address Endorsement to the Policy. You are responsible for notifying us in writing at the company address shown in this Endorsement about any change to your mailing address.

Addresses

The Workers' Compensation Rating and
Inspection Bureau of Massachusetts
Attention: Customer Service Department
101 Arch Street, 5th Floor
Boston, MA 02210
www.wcribma.org

Company Address

Associated Employers Insurance Company
P.O. Box 4070
Burlington, MA 01803-0970

Commissioner of Insurance
Division of Insurance
Department of Banking and Insurance
1000 Washington St 8th Floor
Boston, MA 02118-2218
(877) 563-4467

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 04/10/2019
Insured
Pablo Marble & Granite LLC
Insurance Company
Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A

Endorsement No.
Premium \$1,667.00

Countersigned by 

Effective June 1, 2013

MASSACHUSETTS LIMITED OTHER STATES INSURANCE ENDORSEMENT

THIS ENDORSEMENT REPLACES PART THREE OF THE POLICY: OTHER STATES INSURANCE.

A. How This Insurance Applies

1. We do not provide other states insurance coverage as described in Part Three of the Policy. Furthermore, the Massachusetts Limited Other States Benefit Endorsement does not satisfy the requirements of another state's workers' compensation law. However, pursuant to this endorsement, we will pay promptly, when required by the workers' compensation law of a state other than Massachusetts, the benefits due to employees pursuant to such other state's law, but only if the claim for such benefits involves work performed by a Massachusetts employee. For purposes of this Endorsement, a Massachusetts employee is someone whose contract of hire was made in Massachusetts or whose work for you, as of the date of injury, has primarily been conducted in Massachusetts. Other state's benefits will **not** be paid if:
 - a. The employee is claiming benefits in a state where, at the time of injury, you have other workers' compensation insurance coverage that would cover the injured employee, or
 - b. You were, by virtue of the nature of your work or operations in that state, required by that state's law to have obtained separate workers' compensation insurance coverage in that state that would cover the injured employee.
2. If we are not permitted to pay the benefits directly to persons entitled to them under circumstances described in Item 1 above, we will reimburse you for the benefits required to be paid.
3. If you hire any employees to work outside Massachusetts or begin work or operations in any state other than Massachusetts, you must obtain any insurance coverage required by that state's laws, as this Limited Other States Benefit Endorsement does not satisfy the requirements of that state's workers' compensation insurance law.
4. This endorsement does not affect the payment of Massachusetts benefits under this Policy.

Notes:

1. Servicing carriers and voluntary direct assignment carriers must attach this endorsement to all policies issued through the Massachusetts Workers' Compensation Assigned Risk Pool. Voluntary carriers may, as an option, elect to attach this endorsement to any policy showing Massachusetts in Item 3.A. of the Information Page.
2. Enter "COVERAGE REPLACED BY ENDORSEMENT WC 20 03 06 B" in item 3.C. of the Information Page.

MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT

Section D of Part Five of the Policy is replaced by this provision:

**PART FIVE
PREMIUM**

D. **Premium Payments** 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 audit and retrospective premiums shall be paid by the due date indicated on the billing statement.**

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 04/10/2019
Insured
Pablo Marble & Granite LLC
Insurance Company
Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A

Endorsement No.
Premium \$1,667.00

Countersigned by _____



WC 20 04 05
(Ed. 6-01)

MASSACHUSETTS CANCELLATION ENDORSEMENT

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

The **Cancellation** Condition of the policy is replaced by the following:

Cancellation

1. You may cancel this policy by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
2. We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
3. We will mail or deliver the notice of cancellation to you at your last address, which shall be the mailing address shown in Item 1 of the Information Page or the change of mailing address shown in an Endorsement to the Policy. Pursuant to M.G.L. Chapter 175, Section 187C, a written notice of cancellation shall be deemed effective when mailed by us if we obtain a certificate of mailing receipt from the United States Postal Service showing your name and address as stated in the policy.
4. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

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

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

Endorsement Effective 04/10/2019
Insured
Pablo Marble & Granite LLC
Insurance Company
Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A

Endorsement No.
Premium \$1,667.00

Countersigned by 

WC 20 06 01 A
(Ed. 7-08)

MASSACHUSETTS POLICY DEFINITION ENDORSEMENT

In the General Section, Part A.-The Policy, is replaced by the following:

This policy includes at its effective date the Information Page, all endorsements and schedules listed there, and your application for insurance. 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.

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 04/10/2019
Insured
Pablo Marble & Granite LLC
Insurance Company
Associated Employers Insurance Company

Policy No. WCC-500-5020284-2019A

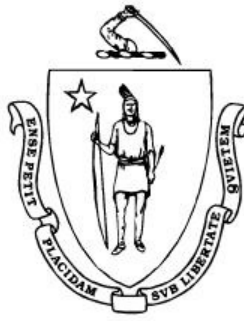
Endorsement No.
Premium \$1,667.00

Countersigned by



STATE NOTICE TO EMPLOYEES

NOTICE TO EMPLOYEES



NOTICE TO EMPLOYEES

The Commonwealth of Massachusetts DEPARTMENT OF INDUSTRIAL ACCIDENTS 1 Congress Street, Suite 100, Boston, Massachusetts 02114-2017 617-727-4900

As required by Massachusetts General Law, Chapter 152, Sections 21, 22, & 30, this will give you notice that I (we) have provided payment to our injured employees under the above mentioned chapter by insuring with:

Associated Employers Insurance Company

NAME OF INSURANCE COMPANY

P.O. Box 4070 Burlington, MA 01803-0970

ADDRESS OF INSURANCE COMPANY

WCC-500-5020284-2019A

POLICY NUMBER

04/10/2019 - 04/10/2020

EFFECTIVE DATES

S B Goddard & Son Company

NAME OF INSURANCE AGENT

PO Box 277
Woburn, MA 01801

ADDRESS

PHONE

Pablo Marble & Granite LLC

EMPLOYER

10 Breed Ave Woburn, MA 01801

ADDRESS

04/12/2019

DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Workers Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NEAREST AND BEST MEDICAL FACILITY

HOSPITAL

ADDRESS

TO BE POSTED BY EMPLOYER