



Workers' Compensation
and
Employers Liability Policy

Clear Spring Property and Casualty Company
227 West Monroe, Suite 3950
Chicago, IL 60606
312-837-3680



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Chicago, IL 60606

CERTIFICATES OF INSURANCE

What is a Certificate of Insurance?

A Certificate of Insurance (COI) is a document issued by an insurance company or broker verifying the existence of an insurance policy and summarizing key aspects and conditions of the policy. A standard certificate of insurance lists the policyholder's name, policy effective date, the type of coverage, policy limits as well as other important details of the policy. It is often considered "Proof of Insurance".

Why is this information important?

A Certificate of Insurance confirms that your subcontractor has coverage. Because many companies and individuals hire contractors, the client needs to know that a business owner or contractor has insurance and that they may not be held liable for damages, injuries or substandard work.

What to look for on a standard certificate of insurance?

Requesting the certificate but not knowing how to read it will do you no good. The same is true if you pass it off to someone who is not familiar with insurance or this type of document. General components of a standard certificate of insurance are:

- General liability
- Automotive liability
- Umbrella
- Workers' Compensation coverage
- Additional insured status — let's say you're working with a subcontractor; if this is present it means they are taking on full responsibility for their work
- Name of Insurance company
- Policy date
- Limits

Validating a Certificate of Insurance

- Is the name of the insured an exact match for the company or contractor?
- Is the coverage amount enough to cover the entire job?
- Is the original an official document from the insurance company?
- Does the policy period cover the dates needed for the job? (Note: you may need to make sure you secure a new certificate if the policy is set to expire before the contracted work is completed)
- Is the certificate of insurance valid? (please see the list of state websites to valid proof of coverage)

If you answer NO to any of the above – coverage is not in place or correct for the job.

PLEASE NOTE: The purpose of a Certificate of Insurance is to provide some proof of insurance. But the recipients of such certificates cannot rely upon them to prove or establish coverage. You must follow through if there is any question as to the scope or applicability of coverage of the policy itself. Payroll can be collected at premium audit adjustment time for invalid certificates or subcontractors of which work was performed



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who do not have certificates. It's important to confirm that the policy period you were provided is still in effect for the full length of the job.

If contractor does not have the proper insurance coverage, YOU may be financially responsible if something such as an accident or an injury occurs during the course of the contractors work.



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STATE	Website (Coverage Lookup)
All states	https://www.ewccv.com/cvs/search
Alabama	https://labor.alabama.gov/wc/workers-compensation.aspx
Arizona	https://www.azica.gov/obtaining-workers-compensation-coverage-information
Arkansas	http://www.awcc.state.ar.us/electron.html
California	https://www.caworkcompcoverage.com/Search.aspx
Colorado	https://colorado.gov/pacific/cdle/insurance-coverage
Connecticut	https://www.wcc.state.ct.us/online-services/coverage-verification-service.htm
Delaware	https://dia.delawareworks.com/workers-comp/wc-search.php
Florida	https://dwcdataportal.fldfs.com/ProofOfCoverage.aspx
Georgia	https://sbwc.georgia.gov/online-employers-workers-compensation-coverage-verification
Idaho	https://iic.idaho.gov/verify-an-employers-coverage/
Illinois	https://www2.illinois.gov/sites/iwcc/Pages/default.aspx
Indiana	https://secure.in.gov/wcb/2590.htm
Iowa	https://www.iowaworkcomp.gov/employers-workers-compensation-insurance-coverage-verification
Kansas	https://www.dol.ks.gov/WorkComp/coververifi.aspx
Kentucky	https://kyworkersclaims.lms.ky.gov/CoverageLookup
Louisiana	http://www.laworks.net/WorkersComp/OWC_EmployerMenu.asp



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Maine	https://www.maine.gov/wcb/Departments/coverage/verification.html
Maryland	http://www.wcc.state.md.us/WFMS/Online_CVS.html
Massachusetts	https://www.mass.gov/how-to/check-for-workers-compensation-insurance
Michigan	http://w1.lara.state.mi.us/WCInsuranceCoverageLookup
Minnesota	http://www.inslookup.doli.state.mn.us/
Mississippi	https://www.mwcc.ms.gov/#/home
Missouri	https://labor.mo.gov/areyoucovered
Montana	http://erd.dli.mt.gov/
Nebraska	https://www.wcc.ne.gov/information-for-the-public/coverage-lookup
Nevada	http://dir.nv.gov/WCS/Home/
New Hampshire	https://www.nh.gov/labor/workers-comp/employer-information.htm
New Jersey	http://pcov.njcrib.com/PcovA.aspx
New Mexico	https://workerscomp.nm.gov/WCA-eServices
New York	http://www.wcb.ny.gov/content/ebiz/icempcovsearch/icempcovsearch_overview.jsp
North Carolina	https://ccms.ic.nc.gov/insurancecoverage/inscov/insCoverageSearch
Oregon	https://wcd.oregon.gov/employer/coverage/Pages/proof-of-coverage.aspx
Pennsylvania	https://www.dli.pa.gov/Businesses/Compensation/WC/insurance/Pages/Workers-Compensation-Insurance-Search-Form.aspx
Rhode Island	http://www.dlt.ri.gov/wc/fraud_coverage.htm
South Carolina	https://wcc.sc.gov/insurance-and-medical-services/verify-coverage



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South Dakota	https://dlr.sd.gov/workers_compensation/coverage.aspx
Tennessee	https://www.tn.gov/workforce/injuries-at-work.html
Texas	https://www.tdi.texas.gov/wc/employer/coverage.html
Utah	https://laborcommission.utah.gov/divisions/industrial-accidents/employers/wccw/
Vermont	http://labor.vermont.gov/workers-compensation/injured-workers/does-my-employer-have-workers-comp-coverage/
Virginia	http://www.vwc.state.va.us/
Washington	https://secure.lni.wa.gov/verify/
West Virginia	https://www.wvinsurance.gov/Employer-Coverage
Wisconsin	https://www.wcrb.org/coverage-lookup/



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COMMISSION STATEMENT

Clear Spring Property and Casualty Company will provide information concerning its practices and policies for payment of compensation to brokers and independent agents. If you would like more information regarding these practices and policies, please call 1-866-702-6998.



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Loss Prevention Notice

Loss Control Consultant: 800-252-5059

WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

SPECIAL ARKANSAS NOTICE:

Clear Spring Property and Casualty Company is required by law to provide its policyholders with certain accident prevention services at no additional cost as required by Ark. Code Ann. § 11-9-409(d) and AWCC Rule 32. If you would like more information, please contact Clear Spring Property and Casualty Company's Loss Control Consultant at the number above. If you have questions concerning this requirement, call the Health and Safety Division, Arkansas Workers' Compensation Commission (800-622-4472).

SPECIAL CALIFORNIA NOTICE:

California Law (Labor Code Section 6354.5) requires workers' compensation insurers to maintain and provide occupational safety and health loss control consultation services to the place of employment that pose significant preventable hazards to workers. At no charge, Loss Control consultation services will include: 1) A workplace survey including discussion with management and where appropriate, non-management personnel with permission of the employer; 2) A review of injury records with appropriate personnel; 3) The development of a plan to improve the employer's health and safety loss control experience, which shall include, where appropriate, modifications to your injury and illness prevention program established pursuant to Section 6401.7. If you would like more information regarding these programs, please contact our Loss Control Consultant at the phone number above.

SPECIAL FLORIDA NOTICE:

Florida statutes require that workers' compensation insurers provide notice to insureds of the availability of a premium discount where a drug-free workplace plan is used by the employer pursuant to section 440.102 and rules adopted under such section. If you would like more information regarding safety consultation services or safety program resources, please contact our Loss Control Consultant at the phone number above.

SPECIAL KANSAS NOTICE:

Clear Spring Property and Casualty Company is required pursuant to KSA 44-5,104 to maintain and offer to provide accident prevention programs upon request. These programs shall be adequate to furnish accident prevention services required by the nature of the operations of the policyholders, which include surveys, health services to implement program of accident prevention services. If you would like more information regarding these programs, please call our Loss Control Consultant at the phone number above. Any questions regarding this requirement should be referred to the Kansas Accident Prevention Unit at 1-800-332-0353.

SPECIAL MAINE NOTICE:

Consistent with Maine Law (Title 24-§2385-C) Clear Spring Property and Casualty Company offers workplace health and safety consultation services to its policyholders as part of their workers' compensation insurance coverage. Upon request, safety management and engineering programs, techniques, and educational resources will be provided. If you would like more information in relation to these programs, please contact our Loss Control Consultant at the number above.

SPECIAL MINNESOTA NOTICE:

Clear Spring Property and Casualty Company is required, pursuant to Minnesota Statutes 79.085 Safety Programs, to provide its policyholders, upon written request, with safety and occupational health loss control consultation services. These services include 1.) Workplace surveys to identify health and safety problems, 2.) Review of employer injury records with appropriate personnel, and 3.) Development of plans to improve employer occupational health and safety loss records. If you would like more information regarding these programs, please contact our Loss Control Consultant at the phone number above.

SPECIAL MISSISSIPPI NOTICE:

Clear Spring Property and Casualty Company is required pursuant to MS Title 71-3-121 to establish a safety program for the health and benefit of the employees of the insured employer that explains the rights of workers under the Workers' Compensation Law and provides information on the implementation of a Drug-Free Workplace Program. If you would like more information regarding these programs, please contact our Loss Control Consultant at the phone number above.

SPECIAL MISSOURI NOTICE:

Pursuant to Missouri Law 287.123, Clear Spring Property and Casualty Company offers safety engineering and management services upon request to policyholders. Various safety management, techniques and educational resources are available. If you would like more information in relation to these programs, please contact our Loss Control Consultant at the phone number above.

SPECIAL MONTANA NOTICE:

By law, we are required to provide our policyholders with certain loss control services required under the Montana Statute section 39-71-1506. Per Montana Statute 39-71-1507, it is required that a policyholder implement a safety program. Loss Control Consultation services include, but are not limited to the following: a) onsite evaluations; b) recommendations; c) training aids; d) accident analysis to determine cause and trends. If you would like more information regarding these programs, please contact our Loss Control Consultant at the phone number above.

SPECIAL NEW MEXICO NOTICE:

Code 52-1-6.2 states that every employer who has workers' compensation premium liability of fifteen thousand dollars (\$15,000) or more shall receive an annual safety inspection. Upon the employer's request, as your insurer we are required to provide you with inspections and recommendations for creating a safer workplace. To enforce this provision, the director may assess a penalty not to exceed five thousand (\$5,000) against any employer. Please contact our Loss Control Consultant at the number above.

SPECIAL OKLAHOMA NOTICE:

Oklahoma Statute 36-6701-02 requires that as your insurance company, Clear Spring Property and Casualty Company must notify you of the availability of workplace safety services. If you would like more information, please contact our Loss Control Consultant at the phone number listed above.

SPECIAL OREGON NOTICE:

The Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991) requires employers to provide a safe and healthy workplace for their employees. Clear Spring Property and Casualty Company offers loss prevention services. These services are designed to meet the needs of the particular place of employment, special industry, or process. A listing of the various services can be found at The Oregon Occupational Safety and Health Division – Chapter 437-001-1035. Should you desire these services, please contact our Loss Control Consultant at the phone number above.

SPECIAL PENNSYLVANIA NOTICE:

In accordance with the Pennsylvania Workers' Compensation Act, Clear Spring Property and Casualty Company provides loss control prevention services based upon business or operations. Additionally, a 5% premium discount is available to employers who form a certified workplace safety committee as described in 34 PA. Code Chapter 129. For more information about these services contact CCMSI Loss Control Department, 2 East Main Street, Danville, IL 61832 at the phone number above.

SPECIAL SOUTH DAKOTA NOTICE:

South Dakota Statute section 58-20-21 requires that Insurance Companies offer policyholders workplace safety review services, including review reports with written recommendations for improved safety procedures to each of its insureds whose policy premium is five thousand dollars or more, unless the employer has five or fewer employees. If a written recommendation to correct safety deficiency pursuant § 58-20-21, including failure to post safety posters as required by § 62-2-11, and the deficiency has not been corrected at the time of a subsequent safety review, the insured is subject to an appropriate increase in premium as determined by the insurer. Please contact our Loss Control Consultant at the phone number listed above to set up your appointment.

SPECIAL TEXAS NOTICE:

Pursuant to Texas Labor Code §411.066, Clear Spring Property and Casualty Company, is required to notify its policyholders that accident prevention services are available from Clear Spring Property and Casualty Company at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Clear Spring Property and Casualty Company is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022. If you would like more information, contact CCMSI at the above telephone number and Tom Lauber, tlauber@ccmsi.com, for accident prevention services or the above telephone number and Eric Genske, egenske@ccmsi.com, for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Clear Spring Property and Casualty Company fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.



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OFAC ADVISORY NOTICE

U.S TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC.

The Office of Foreign Assets Control (OFAC) of the US Department of the Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under US jurisdiction. Many of the sanctions are based on United Nations and other international mandates, are multilateral in scope, and involve close cooperation with allied governments.

OFAC administers a number of different sanctions programs and uses the blocking of assets and trade restriction to accomplish foreign policy and national security goals. Included in these lists are individuals and companies owned or controlled by or acting for or on behalf of:

- Targeted Countries
- Foreign Agents
- Front Organizations
- Terrorists
- Terrorist Organizations
- Narcotics traffickers

A Sanction List Search can be found at: <https://sanctionssearch.ofac.treas.gov/>

If it is determined that you or any other insured or any person or entity claim the benefits of this insurance has violated U.S. Sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



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PREMIUM AUDIT ADJUSTMENTS

What is a “PREMIUM AUDIT ADJUSTMENT”?

A premium audit is an examination of your business operations, records, and books of account to determine the exposures for the insurance coverages provided. If your policy qualifies, the premium audit will occur at the expiration of your policy. This audit can be performed by a physical audit, mail or phone depending on your premium size and industry.

Why is a Premium Audit Adjustment Necessary?

Since your coverage with Clear Spring Property and Casualty Company is based upon variable estimates at inception, an adjustment is necessary to determine the correct classifications and payroll exposures for the coverage provided. It guarantees that you pay ONLY the amount the company is entitled to receive.

NON-COMPLIANCE with Premium Audit Adjustments = Risk of a penalty and/or cancellation of coverage.

What Records Will Be Needed?

During examination the Auditor will ask questions about your records or business in order to fully understand the nature and extent of your exposures. An Auditor will want to examine your records which show and verify actual exposures for the coverages provided. The necessary data can be extracted from the following:

- Employee payroll records, Federal/State quarterly tax reports, and pre-tax records
- Subcontractor cost records & Certificates of Insurance for your subcontractors
- Amounts paid to Contact, Casual, or Cash labor, if any
- General Ledger, Checkbook or Check Register
- Name, job duties, gross wages, and gross overtime paid to each employee
- Separate per diem wage information from gross wages and how much is paid on a daily basis
- Profit & Loss Statement
- Officers names, amounts paid, title and percentage of ownership

Remuneration of Payroll: Proper records should be maintained in order for proper credits to be applied. Remuneration means money or substitutes for money and includes:

- | | |
|--|--|
| <input type="checkbox"/> Wages | <input type="checkbox"/> Payment for Piece Work |
| <input type="checkbox"/> Bonuses | <input type="checkbox"/> Room/Board/Lodging |
| <input type="checkbox"/> Holiday Pay | <input type="checkbox"/> Holiday Pay |
| <input type="checkbox"/> Sick Pay | <input type="checkbox"/> Payments made to Profit Sharing Plans |
| <input type="checkbox"/> Tool Allowances | <input type="checkbox"/> Other Money Substitutes |
| <input type="checkbox"/> Commissions | |
| <input type="checkbox"/> Overtime Pay – must be shown separately by employee | |
| <input type="checkbox"/> Payments made to Benefit Plans | |



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PRIVACY STATEMENT

Clear Spring Property and Casualty Company is proud to insure your workers compensation policy. We appreciate the trust you have placed in us. We protect that trust with the privacy of all our customers. The following will explain our privacy practices so that you will understand our commitment to you our policyholder.

We Respect Your Privacy

When you apply to Clear Spring Property and Casualty Company, you disclose information to us. The collection, use and disclosure of such information is regulated by law. Clear Spring and its affiliates maintain physical, electronic and procedural safeguards that comply with state and federal regulations to guard your personal information. Our employees are also instructed with the importance of maintaining the confidentiality of your information.

Types of Information We Collect

Clear Spring Property and Casualty Company collects most of our information directly from you, your agent or broker. The application you complete, as well as any further information you provide, typically gives us most of the details we need to know, though we may require further details regarding your business. We may obtain additional information from third parties, such as other insurance or reinsurance companies, medical providers, government agencies and other public records.

What We Do With Your Information

Information that has been collected about you is retained in your file. We review your request for insurance coverage based on the information given to us, determining your rates or underwriting risk, servicing your policy or adjusting claims. We would only disclose information as described in this notice or as otherwise permitted by law.

Protection of Information

To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer safeguards and secured files and buildings.

To Whom Do We Disclose Your Information

Non-public, personal information will not be disclosed, except as permitted by law. That means we may disclose information we have collected to the following types of third parties:

- Our affiliated companies
- Your agent or broker
- Parties who perform a business or insurance function for Clear Spring Property and Casualty Company
- Other insurance companies or agents as reasonably necessary concerning your application, policy or claim
- Insurance regulatory or statistical reporting agencies
- Law enforcement or governmental authorities in connection with suspected fraud or illegal activities
- Authorized person(s) as ordered by subpoena, warrant or court, or as required by law

We do not disclose any non-public, personal information about you to non-affiliated companies for marketing purposes or for any other purpose except those specifically allowed by law and described above.

Independent Sales Agents or Brokers

If your information was brought to us by an independent agent or broker, the use and protection of that information obtained by your agent is their responsibility, not Clear Spring Property and Casualty Company. If you have questions about how your agent uses or discloses your information, please contact them directly.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION**A. The Policy**

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

B. Who is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

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

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

B. We Will Pay

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

C. We Will Defend

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

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

D. We Will Also Pay

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

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

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

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

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

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

C. Exclusions

This insurance does not cover:

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

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

CLEAR SPRING PROPERTY AND CASUALTY COMPANY

**A Stock Insurance Company
227 West Monroe, Suite 3950
Chicago, IL 60606
(866) 702-6998**

Important Notice – Execution Clause

In return for the payment of premium and subject to all the terms of the policy, we agree to you to provide insurance as stated in this policy. This policy shall not be valid unless countersigned by the duly authorized representative of the company.

In Witness Whereof, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly authorized representative.



Corporate Secretary



President



Clear Spring Property and Casualty Company
 A Stock Insurance Company
 227 West Monroe, Suite 3950
 Chicago, IL 60606
 NCCI Carrier Code: 47554

Workers Compensation and
 Employers Liability Insurance Policy
 Information Page

N.J. Taxpayer Identification No. (if applicable):

Previous Policy Number
Policy Number
CS-WK-000007144-0

1. The Insured Commercial Door Installers LLC
 Mailing Address: 357 County Road 4869
 Azle, TX 76020
 Phone #: (972) 537 - 6065

Entity Type: Limited Liability
 Company (LLC)

Other workplaces not shown above: See attached Item 1 Named Insured & Workplaces Schedule

2. The policy period from 12/09/2020 to 12/09/2021 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: Texas

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000.00	each accident.
Bodily Injury by Disease	\$1,000,000.00	policy limit.
Bodily Injury by Disease	\$1,000,000.00	each employee.

C. Other State Insurance: Part Three of the policy applies to the states, if any, listed here:
 INCLUDE 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 schedules: See attached Item 3D Endorsement 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	Code No.	Premium Basis Estimated Total Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
See Attached Schedule		\$		\$

Minimum Premium \$250 Total Estimated Annual Premium \$1,148

If indicated here, interim adjustments to:

Deposit Premium \$92
 Expense Constant \$160

Premium will be made Monthly Quarterly Semi-Annually

Employer's Identification No.: 843624742
 Bureau Identification No.:

Countersigned by: _____
 Authorized Representative

New Renew Rewrite of:

Producer: FASTCOMP
 Code: 2321836
 Producer Office: 6555 Dean Memorial Parkway, Ste 3
 Boston Heights, OH 44236
 Phone #: (800) 476-2948

Issuing Office: 2 East Main St, Danville, IL 61832-6183

Named Insured Commercial Door Installers LLC		Endorsement Number
Policy Number CS-WK-000007144-0	Policy Period 12/09/2020 - 12/09/2021	Effective Date of Endorsement
Issued by (Name of Insurance Company) Clear Spring Property and Casualty Company		

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

**EXTENSION OF THE INFORMATION PAGE
ITEM 1 - NAMED INSURED AND WORKPLACES SCHEDULE**

Name Link Code	Continuation Sequence #	FEIN	Named Insured and Address	SIC / NAICS Code	UI#	# of Employees
001	001	843624742	Commercial Door Installers LLC 357 County Road 4869 Azle TX 76020	238170		1

Named Insured Commercial Door Installers LLC		Endorsement Number
Policy Number CS-WK-000007144-0	Policy Period 12/09/2020 - 12/09/2021	Effective Date of Endorsement
Issued by (Name of Insurance Company) Clear Spring Property and Casualty Company		

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

**EXTENSION OF THE INFORMATION PAGE
ITEM 3D - ENDORSEMENT SCHEDULE**

Endorsement #	Form #	Form Title	Endorsement Effective Date	Endorsement Expiration Date
	WC000000C 0115	WC & EL Insurance Policy		
	WC000001A	Policy Information Page		
	WC900300	Extension of the Information Page - Item 1 - Named Insured & Workplace Schedule		
	WC900301	Extension of the Information Page - Item 3D - Endorsement Schedule		
	WC900400	Extension of the Information Page- Item 4		
	WC900600	Extension of the Information Page - Installment Schedule		
	WC000115 01-20	Notification Endorsement Of Pending Law Change To Terrorism Risk Insurance Program Reauthorization Act Of 2015		
	WC000414A 01-19	90-Day Reporting Requirement - Notification Of Change In Ownership Endorsement		
	WC000422B 01-15	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement		
	WC420301I 07-17	Texas Amendatory Endorsement		
	WC420310 01-97	Texas Sole Proprietors, Partners, Officers And Others Coverage Endorsement		
	WC420407 03-02	Texas Audit Premium And Retrospective Premium Endorsement		

Named Insured Commercial Door Installers LLC		Endorsement Number
Policy Number CS-WK-000007144-0	Policy Period 12/09/2020 – 12/09/2021	Effective Date of Endorsement
Issued by (Name of Insurance Company) Clear Spring Property and Casualty Company		

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

**EXTENSION OF THE INFORMATION PAGE
ITEM 4**

It is understood and agreed that Item 4 of the Information Page is amended to read as follows:

SCHEDULE OF CLASSIFICATIONS:

C L A S S I F I C A T I O N S	C O D E N O	P R E M B A S I S E S T I M A T E D R E M U N E R A T I O N	R A T E P E R \$ 1 0 0		E S T I M A T E D A N N U A L P R E M I U M
STATE: TX(42) RATE DATE: 07/01/2020 LOCATION 1 - 357 COUNTY ROAD 4869 AZLE TEXAS 76020 CARPENTRY NOC & DRIVERS Outstanding Rate change, if applicable	5403	25,000	3.34	\$	835
Premium for increased limits part Two, if applicable	9812	835	1.4%	\$	12
Balance to \$ 150 increased limits Minimum Premium	9848	138		\$	138
Total Premium subject to the Experience Modification				\$	985
Terrorism	9740	250	.01	\$	3
		Total State Premium		\$	988
Expense Constant Charge (TX)	0900			\$	160
			Total Estimated Cost		\$ 1,148

***Includes Premium Charge for Terrorism**

***Includes Premium Charge for Catastrophe (other than Certified Acts of Terrorism)**

Named Insured Commercial Door Installers LLC		Endorsement Number
Policy Number CS-WK-000007144-0	Policy Period 12/09/2020 - 12/09/2021	Effective Date of Endorsement
Issued by (Name of Insurance Company) Clear Spring Property and Casualty Company		

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

**EXTENSION OF THE INFORMATION PAGE
INSTALLMENT SCHEDULE**

This policy is based on 11 monthly installment(s). Payment is due on the dates specified below.

Total Estimated Annual Premium \$1,148

8.33 % Down Payment
\$.00 Taxes, Fees, Surcharges

<u>Due Dates</u>	<u>Payment Amounts</u>
12/11/2020	\$92
01/09/2021	\$96
02/09/2021	\$96
03/09/2021	\$96
04/09/2021	\$96
05/09/2021	\$96
06/09/2021	\$96
07/09/2021	\$96
08/09/2021	\$96
09/09/2021	\$96
10/09/2021	\$96
11/09/2021	\$96

DEDUCTIBLE NOTICE OF ELECTION

Texas law permits an employer to obtain workers compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

Yes, I want a deductible of (select only one):

- 1. \$ _____ per accident
- 2. \$ _____ per claim
- 3. \$ _____ medical-only

applied to benefits payable under the Texas Workers Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement _____ (monthly, quarterly or other).

No, I do not want a deductible applied to benefits payable under the Texas Workers Compensation Law.

Yes, I do want a deductible policy, but am unable to obtain one for the following reason: _____

_____ The deductible plans have been explained to me.

_____ Signature and Title	_____ Date
_____ Employer Name (print or type)	_____ Address
_____ Insurance Company	_____ Policy No. _____ Effective Date

NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

This endorsement is being attached 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 B) 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 2015 (TRIPRA 2015), 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 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, 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 that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

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

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

Endorsement Effective 12/09/2020 Policy No. CS-WK-000007144-0 Endorsement No. 000

Insured Commercial Door Installers LLC Premium

Insurance Company Countersigned by _____

Clear Spring Property and Casualty Company

WC 00 01 15

(Ed. 1-20)

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

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

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

This reporting requirement applies regardless of whether an experience rating medication is currently applicable to 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 12/09/2020 Policy No. CS-WK-000007144-0 Endorsement No. 000

Insured Commercial Door Installers LLC Premium

Insurance Company Countersigned by _____

Clear Spring Property and Casualty Company

WC 00 04 14 A

(Ed. 1-19)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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

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

Definitions

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

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

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

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

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

(Ed. 1-15)

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

Schedule		
State	Rate	Premium
TX	0.01	\$ 3

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	12/09/2020	Policy No.	CS-WK-000007144-0	Endorsement No.	000
Insured	Commercial Door Installers LLC			Premium	

Insurance Company
Clear Spring Property and Casualty Company

Countersigned by _____

TEXAS AMENDATORY ENDORSEMENT

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

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

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

D. State is amended to read:

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

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

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

F. Payments You Must Make

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

H. Statutory Provisions

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

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

Sections 2 and 3 are amended to add:

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

Section 6 is amended to read:

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

D. We Will Defend

This Section is amended by deleting the last sentence.

PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

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

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

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

C. Remuneration

Number 2 is amended to read:

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

E. Final Premium

Number 2 is amended to read:

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

(Ed. 7-17)

PART SIX—CONDITIONS

A. **Inspection** is amended by adding this sentence:

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

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

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

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

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

Add the following to the policy:

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. **Claims Notification**

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

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

COMPLAINT NOTICE:

THE DISPUTE RESOLUTION PROCESS

THIS DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

Proceed as follows if you have a dispute about your policy related to:

- Rates,
- The application or interpretation of rules contained in the various National Council on Compensation Insurance, Inc. (NCCI) manuals (including, but not limited to, classification codes and experience rating),
- Rating programs,
- Endorsements, or
- Forms.

First, contact the carrier that issued the policy and attempt to resolve the dispute directly. If the dispute is not directly resolved with the carrier, then contact NCCI, to ask for assistance through the dispute resolution process described in NCCI’s *Basic Manual*. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and have paid undisputed premium that may be due to the carrier.

Send your request for assistance by mail to NCCI, Dispute Resolution Services, 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362; or by fax to 561-893-5043; or by email to regulatoryassurance@ncci.com.

NCCI will first work with you and the carrier to try to resolve the dispute. If you are unable to resolve the dispute to your satisfaction with NCCI’s help, then you may ask NCCI to refer the dispute to the Texas Appeals Board (Board). NCCI is the Administrator to the Texas Appeals Board, and a staff member from TDI, appointed by the Commissioner, serves as the chair of the Board.

Within 30 calendar days of the date that the Appeals Board issues a decision, the policyholder may appeal the decision to the Texas Department of Insurance. To appeal a decision of the Appeals Board, contact the Texas Department of Insurance, Office of the Chief Clerk, Mail Code 113-2A, P.O. Box 149104, Austin, TX 78714-9104; or by fax to 512-490-1064; or by email to chiefclerk@tdi.texas.gov.

THIS NOTICE OF THE DISPUTE RESOLUTION PROCESS IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

CLAIM COMPLAINT:

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers’ Compensation, System Monitoring and Oversight, 7551 Metro Center Drive, Suite 100, MS-8, Austin, TX 78742; or by fax to 512-490-1030; or by e-mail to DWC-ComplaintResolution@tdi.texas.gov.

THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART, TERM, OR CONDITION OF THIS POLICY.

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

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

Endorsement Effective	12/09/2020	Policy No.	CS-WK-000007144-	Endorsement No.	000
			0		

Insured	Commercial Door Installers LLC	Premium
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Insurance Company	Countersigned by _____
Clear Spring Property and Casualty Company	

WC 42 03 01 I
(Ed. 7-17)

Texas Sole Proprietors, Partners, Officers and Others Coverage Endorsement

Pursuant to Section 406.097, Labor Code, sole proprietors, partner(s) or corporate executive officer(s) of the named insured are covered under this workers compensation policy, unless specifically excluded from coverage through an endorsement to the policy. Such persons may be named in the Schedule below and the premium basis for the policy shall include their remuneration.

For employees excluded from workers compensation coverage by law, an election has been made by or on behalf of each person described in "Others" in the Schedule to be subject to the workers compensation law of the state named in the Schedule. Such persons shall be named in the Schedule below and the premium basis for the policy shall include their remuneration.

Schedule

Persons

State

Sole Proprietor: **Jon Barton Ashby**

Texas

Partners:

Officers:

Others:

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 12/09/2020 Policy No. CS-WK-000007144-0 Endorsement No. 000

Insured Commercial Door Installers LLC Premium \$

Insurance Company Countersigned by _____

Clear Spring Property and Casualty Company

WC 42 03 10
(Ed. 01-1997)

Texas—Audit Premium and Retrospective Premium Endorsement

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

PART FIVE—PREMIUM

D. Premium Payments

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

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

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

Endorsement Effective 12/09/2020 Policy No. CS-WK-000007144-0 Endorsement No. 000

Insured Commercial Door Installers LLC

Premium

Insurance Company

Countersigned by _____

Clear Spring Property and Casualty Company