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Policy Number: EIG 1723316 12

**EMPLOYERS**  
P.O. Box 539003  
Henderson, NV 89053-9003

**AUGUSTA COMMUNITIES**  
**400 N MOUNTAIN AVE STE 205**  
**UPLAND CA 91786-5191**



## Welcome to EMPLOYERS®!

Thank you for the trust you have placed in EMPLOYERS. As a leading provider of workers' compensation insurance for America's small businesses, EMPLOYERS is focused on making premiums affordable, as well as helping our policyholders reduce the long-term costs associated with workplace injuries and illnesses.

## Verify Important Policy Information

Enclosed you will find your EMPLOYERS Workers' Compensation and Employers Liability Policy. Please take a moment to review it to make sure that all of the information is correct. If any information is inaccurate or needs to be updated, please contact your insurance agent immediately.

### **1. Mailing Address**

Please verify that the mailing address on the Policy is correct. Important notices will be mailed to this address.

### **2. Named Insureds**

Please review each Named Insured and corresponding Federal Employer Identification Number (FEIN) shown on the Policy to make sure the proper employer(s) are listed. This Policy does not provide coverage for any business or legal entity not listed on the Policy declarations page or as an additional named insured on the Named Insured Schedule endorsement. Only legally combinable Named Insureds (legal entities with common majority ownership) may be provided coverage on the same policy.

### **3. Worksites**

Make sure that your Policy correctly identifies each state and location where you currently have work. This information is shown in item 3.A of the Policy declarations page and on the Site Location Schedule endorsement.

### **4. Officers, Sole Proprietors, Members and/or Partners (or others) Coverage**

If the Policy contains any endorsement documenting an individual's rejection of statutory coverage, please confirm it is accurate. Eligibility to reject workers' compensation coverage varies by state. Any changes will require written documentation.

If the Policy contains any endorsement documenting the election of statutory coverage by an individual not otherwise subject to the Workers Compensation Act, please confirm it is accurate. Eligibility to elect varies by state. Any changes will require written documentation.

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## Report a Claim

Immediately reporting workplace injuries or illnesses is important for everyone involved. Waiting to report a claim can result in delayed access to medical care for your employee, which may lead to further injury, additional treatment needs, higher overall medical costs, and extended business disruptions for you and your team.

EMPLOYERS® offers four convenient claim reporting options that are available 24/7. Our Claim Services team is fluent in both English and Spanish, and can make accommodations for other languages.

### **To report a new work-related injury or illness when the injured/ill employee has not yet received medical treatment:**

#### **Injured Employee Hotline – 855-365-6010**

Access to registered nurses who are specially trained to provide medical guidance.

*For injuries or illnesses that require Emergency Services please call **911**.*

### **To report a new work-related injury or illness when the injured/ill employee has already received medical treatment:**

#### **Report a Claim Online – [employers.com/start-claim](https://employers.com/start-claim)**

The easiest way to file a claim is online through your EACCESS® account.

#### **Fax – 877-329-2954**

#### **Customer Support – 888-682-6671**

## Download a Claim Kit

As an employer, you are required to print and post certain workers' compensation notices. We have compiled these documents and made them available to print at [www.employers.com/claimskit](https://www.employers.com/claimskit). Please select your state and follow the instructions to ensure your business is compliant with applicable state laws.

## Medical Information

To obtain a medical provider list, visit [employers.com/provider-locator](https://employers.com/provider-locator).

For billing inquiries, go to [employers.com/billing](https://employers.com/billing).

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FACTS	WHAT DOES EMPLOYERS® DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	This privacy notice is for individuals who are policyholders or applicants for our products and services. In this notice, "you" refers to these individuals. Insurance companies choose how they collect and share your personal information. Applicable laws give consumers the right to limit some but not all sharing. We want you to know how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>- Social Security number and insurance claim history</li> <li>- transaction history or loss history</li> <li>- employment information and income</li> <li>- medical information (only in connection with claims)</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons EMPLOYERS chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does EMPLOYERS share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to administer policies and claims, comply with laws or regulations, respond to court orders, legal investigations, and government agencies, or otherwise as required or permitted by law	YES	NO
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	YES	NO
<b>For our marketing purposes—</b> with nonaffiliated service providers we use to market our products and services to existing and prospective policyholders	YES	NO
<b>For our affiliates (excluding Cerity Services, Inc.) to market to you—</b> to offer our products and services to existing and prospective policyholders	YES	NO
<b>For nonaffiliates to market to you</b>	NO	We do not share
<b>For joint marketing with other financial companies</b>	NO	We do not share
<b>For our affiliates' everyday business purposes—</b> information about your personal creditworthiness	We do not collect or share	We do not collect or share

<b>Questions?</b>	Please contact EMPLOYERS, Attn: Compliance, P.O. Box 539003, Henderson, Nevada 89053-9003, or go to <a href="http://www.employers.com">www.employers.com</a> . We believe that the information we have about our customers is accurate. If you would like access or request correction of your information, please forward a written request to the above address.
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<b>Who we are</b>	
<b>Who is providing this notice?</b>	Employers Holdings, Inc. and its affiliates.
<b>What we do</b>	
<b>How does EMPLOYERS protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include physical, electronic and procedural safeguards.</p> <p>Nonaffiliates that perform services for us are contractually bound to keep this information confidential. Our employees are informed of the requirements to maintain the confidentiality of this information.</p>
<b>How does EMPLOYERS collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● file an insurance application or claim</li> <li>● provide your income, employment, or contact information</li> <li>● provide account information</li> </ul> <p>We also collect your personal information from others, such as your employer and its insurance producer, insurance support organizations, our affiliates, medical providers or other companies as permitted by law. Insurance support organizations may retain information and disclose it to others.</p>
<b>Why can't I limit all sharing?</b>	<p>Insurance companies need to share personal information to run their everyday business. Generally, applicable laws give you the right to limit only certain types of sharing, such as</p> <ul style="list-style-type: none"> <li>● sharing information about your personal creditworthiness for affiliates' everyday business purposes</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>Employers Holdings, Inc. affiliates are financial companies.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>● <i>Examples include reinsurance companies, computer service providers, independent auditors, independent claims personnel, independent insurance agents, and insurance support organizations.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>EMPLOYERS does not share for joint marketing purposes.</i></li> </ul>
<b>Other important information</b>	
<p>Employers Holdings, Inc.'s affiliates include: Employers Group, Inc., Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company, Elite Insurance Services, Inc., dba Employers Elite Insurance Services and EIG Services, Inc. dba California EIG Insurance Services. CERITY is a trade name for the following companies. Cerity Group, Inc., Cerity Services, Inc., and Cerity Insurance Company, which are also subsidiaries of Employers Holdings, Inc.</p>	

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## CALIFORNIA EMPLOYERS BILL OF RIGHTS

As a workers' compensation policyholder in California, you have the right to information about claims filed against your company. In addition, there are specific actions you are required to take if you wish to dispute a claim. The following is a summary of your rights and responsibilities under California Labor Code Sections 3761 and 3762:

**Notification of Claims Filed** – EMPLOYERS® shall notify you within 15 days of any claim filed directly with EMPLOYERS for which you have not timely submitted a report of occupational injury or occupational illness.

**Reserves** – At your request, EMPLOYERS shall provide a written report of the reserve amount established for any claim.

**Premium** – EMPLOYERS shall discuss with you all non-privileged elements of the claim file that affect your premium and shall supply copies of the non-privileged documents pertaining thereto.

Note: *EMPLOYERS is prohibited from sharing medical information about an employee who has filed a workers' compensation claim, except as follows:*

1. *Diagnosis of the mental or physical condition for which workers' compensation is claimed and the treatment provided for this condition.*
2. *Medical information regarding the injury for which workers' compensation is claimed that is necessary for the policyholder to have in order to modify the employee's work duties.*

### **Disputed Claims**

EMPLOYERS reserves the right to investigate all claims and to decide whether or not to contest or settle claims. However, the California Labor Code affords policyholders a right to voice their position on proposed settlements.

**What to do if you dispute the validity of a claim:** You must notify EMPLOYERS, in writing, of your knowledge of any facts that would tend to disprove any aspect of the employee's workers' compensation claim. You may also write the Workers' Compensation Appeals Board (WCAB) to request notification of any proposed settlement of the disputed claim.

Upon receipt of your written dispute, EMPLOYERS will notify you within 15 days of any scheduled WCAB hearing during which a settlement of the disputed claim is to be approved.

**Settlements** – If EMPLOYERS complies with the notification requirements outlined above, the Workers' Compensation Appeals Board may approve a claim settlement without a hearing or further proceedings.

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**POLICYHOLDER NOTICE  
YOUR RIGHT TO RATING AND DIVIDEND INFORMATION**

**I. Information Available to You**

**A. Information Available from Us**

- (1) General questions regarding your policy should be directed to:

**Employers Preferred Insurance Company,  
P.O. Box 539003  
Henderson, NV 89053-9003  
1-888-682-6671  
www.employers.com**

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

**B. Information Available from the Workers' Compensation Insurance Rating Bureau of California**

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). WCIRB contact information is: WCIRB, One Montgomery Street, Suite 400, San Francisco, CA 94104, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at [wcirb.com](http://wcirb.com).
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, One Montgomery Street, Suite 400, San Francisco, CA 94104, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at [wcirb.com/ratesheet](http://wcirb.com/ratesheet). The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

**II. Dispute Process**

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

**A. Our Dispute Resolution Process .**

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to: **Employers Preferred Insurance Company, CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833, phone: 1-888-682-6671, fax: 775-886-1818 or visit our website at [www.employers.com](http://www.employers.com).**

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: **WCIRB, One Montgomery Street, Suite 400, San Francisco, CA 94104, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email).**

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: **WCIRB, One Montgomery Street, Suite 400, San Francisco, CA 94104, Attn: Complaints and Reconsideration. The WCIRB's contact information is 888.229.2472 (phone), 415.371.5204 (fax) and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email).**

- C. California Department of Insurance – Appeals to the Insurance Commissioner.** After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau  
California Department of Insurance  
1901 Harrison Street, 3rd Floor Mailroom  
Oakland, CA 94612  
415.538.4243

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

**III. Resources Available to You in Obtaining Information and Pursuing Disputes**

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, One Montgomery Street, Suite 400, San Francisco, CA 94104, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415.778.7159 (phone), 415.371.5288 (fax) and [ombudsman@wcirb.com](mailto:ombudsman@wcirb.com) (email).
- B. California Department of Insurance – Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800.927.HELP (4357) or [insurance.ca.gov](http://insurance.ca.gov). For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.



**POLICYHOLDER NOTICE CALIFORNIA  
WORKERS' COMPENSATION INSURANCE  
RATING LAWS**

*Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.*

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.



## NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than

120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
  - (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
  - (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.



**POLICYHOLDER NOTICE**

**CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.



Employers Compensation Insurance Company  
Employers Insurance Company of Nevada  
Employers Preferred Insurance Company  
Employers Assurance Company

## Important Notice Regarding Your Workers' Compensation Insurance

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### **TO OUR TENNESSEE WORKERS' COMPENSATION POLICYHOLDERS:**

#### **Re: Occupational Safety and Health Loss Control Consultation Services**

As an EMPLOYERS policyholder you have an extensive array of professional safety and health resources available to you at no additional charge, including:

- A.** Evaluation of existing Injury and Illness Prevention Programs (IIPP)
- B.** Identification and evaluation of work site hazards, materials, personal protective equipment, work methods, processes and facilities
- C.** Safety training programs addressing identified exposures and needed control measures
- D.** Access to claims history reports (loss runs) and accident trend analyses, consisting of a review of reported workers' compensation injuries and identification of causal factors
- E.** Written safety program Employer Guides
- F.** Consultation and recommendations with respect to possible workplace safety improvement measures
- G.** Follow-up services to items listed above

For assistance in any of these areas, or for any other occupational safety or health-related questions, please contact EMPLOYERS at:

**Loss Control Department**  
**EMPLOYERS**  
**PO Box 539003**  
**Henderson, NV 89053-9003**

**Loss Control Telephone: (800) 588-5200**  
**E-Mail: [losscontrol@employers.com](mailto:losscontrol@employers.com)**

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EMPLOYERS® products and services are provided through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.

## Important Notice

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### Regarding Your Workers' Compensation Insurance

#### TO OUR CALIFORNIA WORKERS' COMPENSATION POLICYHOLDERS:

**Re: Occupational Safety and Health Loss Control Consultation Services**

Section 6354.5 of the California Labor Code requires all Workers' Compensation Insurers to provide Occupational Safety and Health Consultation Services to all insured employers who require such services for operations in the State of California.

As an EMPLOYERS® policyholder you have an extensive array of professional safety and health resources available to you at no additional charge, including:

- A. Evaluation of existing Injury and Illness Prevention Programs (IIPP)
- B. Identification and evaluation of work site hazards, materials, personal protective equipment, work methods, processes and facilities
- C. Safety Training programs addressing identified exposures and needed control measures
- D. Access to claims history reports (loss runs) and accident trend analyses, consisting of a review of reported workers' compensation injuries and identification of causal factors
- E. Written safety program Employer Guides
- F. Consultation and recommendations with respect to possible workplace safety improvement measures
- G. Follow-up services to items listed above

For assistance in any of these areas, or for any other occupational safety or health-related questions, please contact EMPLOYERS at:

Loss Control Department  
EMPLOYERS  
PO Box 539003  
Henderson, NV 89053-9003

Loss Control Telephone: (800) 588-5200  
E-Mail: [losscontrol@employers.com](mailto:losscontrol@employers.com)

Note: Workers' Compensation Insurance Policyholders may register comments about an insurer's Loss Control consultation services by writing to State of California, Department of Industrial Relations, Division of Occupational Safety & Health, 455 Golden Gate Avenue, San Francisco, California, p4102, or you can call the Loss Control Coordinator, with the Commission on Health, Safety and Workers' Compensation at (510) 622-3959.

*America's small business insurance specialist®*

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Tel 888 682-6671 | PO Box 32036 | Lakeland, FL 32036 | [www.employers.com](http://www.employers.com)

EIG Services, Inc., an affiliated agency and adjuster

Employers Preferred Insurance Company | Employers Assurance Company  
Employers Compensation Insurance Company | Employers Insurance Company of Nevada



**EMPLOYERS PREFERRED INS. CO.**  
A Stock Company

Workers' Compensation and Employers Liability  
Insurance Policy

Policy Number	Policy Period	
EIG 1723316 12	From 10/01/2025	To 10/01/2026
12:01 A.M. Standard Time at the address of the Insured as stated herein		

Transaction				
RENEWAL DECLARATIONS				
<b>NCCI Carrier #</b>	31283	<b>WCIRB CARRIER#</b>	00920	<b>PRIOR POLICY NUMBER</b>
			EIG172331611	
1. Named Insured and Address			Agent	
AUGUSTA COMMUNITIES 400 N MOUNTAIN AVE STE 205 UPLAND CA 91786-5191			AMWINS ACCESS INS SERVICES LLC 0938001 1410 ROCKY RIDGE DR, STE 335 ROSEVILLE, CA 95661	
			Telephone: 8006828476	
Customer #	Carrier #	FEIN #	Risk ID #	Entity of Insured
	31283	330847964		TRUST - FOR PROFIT

Additional Locations:

- The Policy Period is from 10/01/2025 to 10/01/2026 12:01 a.m. Standard Time at the Insured's mailing address.
  - A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA, TN
  - 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	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
  - C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.
  - D. This policy includes these endorsements and schedules: See attached 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.

**SEE EXTENSION OF INFORMATION PAGE**

<b>Minimum Premium</b>	\$	750	<b>Expense Constant</b>	\$	160
			<b>Premium Discount</b>	\$	-269
<b>Assessments and Taxes</b>	\$		<b>Total Estimated Annual Premium</b>	\$	8,071

This is a Three Year Fixed Rate Policy

Premium Adjustment Period:  Annual;  Semiannual;  Quarterly;  Monthly

Countersigned this \_\_\_\_\_ Day of \_\_\_\_\_,

Issued Date: 07/29/2025

Issuing Office **EMPLOYERS PREFERRED INS. CO.**  
P.O. BOX 539003  
HENDERSON, NV 89053-9003

Authorized Representative



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: EIG 1723316 12
Named Insured: AUGUSTA COMMUNITIES
Agent: AMWINS ACCESS INS SERVICES LLC 0938001

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
<b>California</b>				
Rating Period: 10/01/2025 through 10/01/2026				
Site 00001				
8740	MOBILE HOME PARK OPERATION - PROPERTY MANAGEMENT SUPERVISORS - NOT RESIDENT MANAGERS OR SUPERVISORS	0	1.900000	0.00
8742	SALESPERSONS-OUTSIDE	0	0.520000	0.00
8810	CLERICAL OFFICE EMPLOYEES-N.O.C.	0	0.360000	0.00
9010	MOBILE HOME PARK OPERATION - ALL OTHER EMPLOYEES - INCLUDING RESIDENT EMPLOYEES , RESIDENT CLERICAL OFFICE EMPLOYEES AND RESIDENT CLERICAL TELECOMMUTER EMPLOYEES. WHEN LODGING IS PROVIDED BY THE EMPLOYER, THE TOTAL REMUNERATION SHALL INCLUDE THE MARKET VALUE OF SUCH LODGING TO THE EMPLOYEE.	0	7.840000	0.00
Site 00001 Total				
Site 00002				
8740	MOBILE HOME PARK OPERATION - PROPERTY MANAGEMENT SUPERVISORS - NOT RESIDENT MANAGERS OR SUPERVISORS	0	1.040000	0.00
9010	MOBILE HOME PARK OPERATION - ALL OTHER EMPLOYEES - INCLUDING RESIDENT EMPLOYEES , RESIDENT CLERICAL OFFICE EMPLOYEES AND RESIDENT CLERICAL TELECOMMUTER EMPLOYEES. WHEN LODGING IS PROVIDED BY THE EMPLOYER, THE TOTAL REMUNERATION SHALL INCLUDE THE MARKET VALUE OF SUCH LODGING TO THE EMPLOYEE.	0	4.270000	0.00
Site 00002 Total				
Site 00004				
8740	APARTMENT OR CONDOMINIUM COMPLEX OPERATION - N.O.C. - NOT HOMEOWNERS ASSOCIATIONS - PROPERTY MANAGEMENT SUPERVISORS - NOT RESIDENT OR ON-SITE MANAGERS OR SUPERVISORS	600,766	1.900000	11,415.00
9011	APARTMENT OR CONDOMINIUM COMPLEX OPERATION - N.O.C.- NOT HOMEOWNERS ASSOCIATIONS - ALL OTHER EMPLOYEES - INCLUDING RESIDENT EMPLOYEES, RESIDENT CLERICAL OFFICE EMPLOYEES AND RESIDENT CLERICAL TELECOMMUTER EMPLOYEES. WHEN LODGING IS PROVIDED BY THE EMPLOYER, THE TOTAL REMUNERATION SHALL INCLUDE THE MARKET VALUE OF SUCH LODGING TO THE EMPLOYEE.	0	7.120000	0.00
Site 00004 Total				
				\$ 11,415.00
Total of Sites for Rating Period				\$ 11,415.00
Rating Period Total				\$ 11,415.00
Rating Period: 10/01/2025 through 10/01/2026				
0930	WAIVER OF SUBROGATION			250.00
9887	SCHEDULE CREDIT	11,665	0.290000	-3,383.00
9707	YEARS IN BUSINESS, YEARS IN INDUSTRY RATING MODIFICATION	8,282	0.120000	-994.00



WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: EIG 1723316 12
Named Insured: AUGUSTA COMMUNITIES
Agent: AMWINS ACCESS INS SERVICES LLC 0938001

### EXTENSION OF INFORMATION PAGE

#### CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
0063	PREMIUM DISCOUNT	7,288	0.036000	-262.00
0900	EXPENSE CONSTANT			160.00
0936	STATE W.C. FRAUD ASSESSMENT	7,486	0.004096	31.00
0935	STATE W.C. ADMINISTRATIVE ASSESSMENT	7,486	0.012370	93.00
0937	CA INSURANCE GUARANTY	7,486		
0938	CA UNINSURED EMPLOYERS FUND	7,486	0.000818	6.00
0939	CA SUBSEQUENT INJURY FUND	7,486	0.030148	226.00
0940	OSHF ASSESSMENT	7,486	0.001885	14.00
0943	LABOR ENFORCEMENT & COMPLIANCE	7,486	0.001058	8.00
9741	CATASTROPHE PREMIUM	600,766	0.020000	120.00
9740	TERRORISM PREMIUM	600,766	0.030000	180.00
Rating Period Total			\$	3,551.00-
State Total			\$	7,864.00



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: EIG 1723316 12

Named Insured: AUGUSTA COMMUNITIES

Agent: AMWINS ACCESS INS SERVICES LLC 0938001

**EXTENSION OF INFORMATION PAGE**

**CLASSIFICATION OF OPERATIONS**

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Tennessee				
Rating Period: 10/01/2025 through 10/01/2026				
Site 00003				
8871	CLERICAL TELECOMMUTER EMPLOYEES.	161,023	0.020000	32.00
	Site 00003 Total		\$	32.00
Total of Sites for Rating Period				\$ 32.00
Rating Period Total				\$ 32.00
Rating Period: 10/01/2025 through 10/01/2026				
9812	INCREASED COVERAGE II	32	0.014000	
9848	BALANCE TO MIN PREM-COVERAGE II			150.00
0063	PREMIUM DISCOUNT	182	0.036000	-7.00
9740	TERRORISM PREMIUM	161,023	0.010000	16.00
9741	CATASTROPHE PREMIUM	161,023	0.010000	16.00
Rating Period Total				\$ 175.00
State Total				\$ 207.00
Policy Total				\$ 8,071.00



**EMPLOYERS PREFERRED INS. CO.**  
**A Stock Company**  
 P.O. BOX 539003  
 HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS  
 LIABILITY INSURANCE POLICY**

Policy Number: EIG 1723316 12
Named Insured: AUGUSTA COMMUNITIES
Agent: AMWINS ACCESS INS SERVICES LLC 0938001

**SITE LOCATION SCHEDULE**

State CA 1  
 AUGUSTA COMMUNITIES  
 400 N MOUNTAIN AVE STE 205  
 UPLAND CA 91786

State CA 2  
 AUGUSTA COMMUNITIES  
 26814 S MOONEY BLVD  
 VISALIA CA 93277

State CA 4  
 AUGUSTA HOMES  
 400 N MOUNTAIN AVE STE 205  
 UPLAND CA 91786

State TN 3  
 AUGUSTA COMMUNITIES  
 113 KEARNEY CT  
 NOLENSVILLE TN 37135



EMPLOYERS PREFERRED INS. CO.  
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 HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS  
 LIABILITY INSURANCE POLICY

Policy Number: EIG 1723316 12
Named Insured: AUGUSTA COMMUNITIES
Agent: AMWINS ACCESS INS SERVICES LLC 0938001

**NAMED INSURED SCHEDULE**

<u>LOC</u>	<u>Name and Address</u>	<u>DBA</u>	<u>FEIN</u>
00001	400 N MOUNTAIN AVE STE 205 UPLAND CA 91786 <b>ENTITY TYPE -</b> TRUST - FOR PROFIT		330847964
00004	AUGUSTA HOMES 400 N MOUNTAIN AVE STE 205 UPLAND CA 91786 <b>ENTITY TYPE -</b> ALL OTHER		330852933



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

Policy Number: EIG 1723316 12
Named Insured: AUGUSTA COMMUNITIES
Agent: AMWINS ACCESS INS SERVICES LLC 0938001

### ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CA	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
CA	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
CA	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
CA	WC000421F	(8/22)	CATASTROPHE PREMIUM ENDORSE
CA	WC000422C	(1/21)	TERRORISM RISK INSURANCE PROG
CA	WC040301D	(2/18)	CA POLICY AMENDATORY END
CA	WC040306	(4/84)	CA WAIVER OUR RIGHT TO RECOVER
CA	WC040310	(1/95)	DUTY TO DEFEND
CA	WC040360B	(1/15)	CA ELL AMENDATORY ENDORSEMENT
CA	WC040421	(1/08)	OPTIONAL PREM INCREASE ENDT
CA	WC040422	(1/12)	SHORT RATE PENALTY
CA	WC040601B	(1/22)	CANCELLATION ENDORSEMENT
CA	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE
TN	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
TN	WC000403	(4/84)	EXPERIENCE RATING MOD FCTR
TN	WC000406	(8/84)	PREMIUM DISCOUNT ENDORSEMENT
TN	WC000414A	(1/19)	NOTIFICATION OF CHG OWNERSHIP
TN	WC000419A	(8/22)	PREMIUM DUE DATE ENDORSEMENT
TN	WC000421F	(8/22)	CATASTROPHE PREMIUM ENDORSE
TN	WC000422C	(1/21)	TERRORISM RISK INSURANCE PROG
TN	WC000424	(1/17)	AUDIT NONCOMPLIANCE CHARGE END
TN	WC410402	(8/03)	PENDING RATE CHANGE ENDORSEMT
TN	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE

## 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.

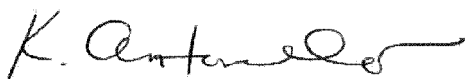
**D. Cancellation**

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.

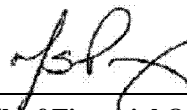
**E. Sole Representative**

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.

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the Company named on the policy Information Page. In witness thereof, the Company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the Company



President and Chief Operating Officer



EVP, Chief Financial Officer

**EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT**

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative

**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Item 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. <u>State</u>	First	Next	<u>Estimated Eligible Premium</u>	
			Next	Balance
	\$5,000	\$90,000	\$305,000	
TENNESSEE	0.0%	10.9%	12.6%	14.4%

2. Average percentage discount: Refer to the Extension of Information Page %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule see the Premium Discount Endorsement attached to your policy number:

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**PREMIUM DISCOUNT ENDORSEMENT**

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. <u>State</u>	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$5,000	\$90,000	\$305,000	Over \$400,000
CALIFORNIA	0.0%	10.9%	12.6%	14.4%

2. Average percentage discount: Refer to the Extension of Information Page

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

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

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

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

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

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of  
Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
Carrier Code \_\_\_\_\_  
Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_  
Premium \_\_\_\_\_  
Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

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

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative

**Part Five—Premium Amendatory Endorsement**

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

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

**A. Our Manuals**

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

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

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

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

**D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the due date specified in the billing for the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

**WC 00 04 19 A**  
(Ed. 08-2022)

Authorized Representative

**Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement**

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

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

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

	<b>Schedule</b>	
<b>State</b>	<b>Rate</b>	<b>Premium</b>
CALIFORNIA	0.020000	\$120.00
TENNESSEE	0.010000	\$16.00

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

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

Endorsement Effective Policy No. Endorsement No.  
Insured Premium

Insurance Company Countersigned by \_\_\_\_\_

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

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

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

**Definitions**

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

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

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

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

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

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



**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

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

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

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

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

**Note:**

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

**Schedule**

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
This endorsement is applicable in AL, AR, AZ, CO, CT, DC, DE, GA, HI, ID, IL, IA, KS, KY, LA, MD, ME, MN, MS, NE, NH, NM, NC, NJ, OK, OR, RI, SC, SD, TN, UT, VA, VT, WV if the state is shown under item 3.A. of the information page.	Estimated Annual Premium	Two times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**POLICY AMENDATORY ENDORSEMENT - CALIFORNIA**

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

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:

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

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium \_\_\_\_\_

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be  0  % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

LA HABRA HOUSING AUTHORITY  
110 E LA HABRA BLVD  
LA HABRA CA 90631

**The charge for this endorsement is \$ 250**

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.)

This endorsement, effective 10/01/2025 at 12:01 AM standard time, forms a part of  
Policy No. EIG 1723316 12 Of the EMPLOYERS PREFERRED INS. CO.  
Carrier Code 00920

Issued to AUGUSTA COMMUNITIES

Endorsement No.

Premium \$8,071

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By:  K. Antunez   
Authorized Representative

**DUTY TO DEFEND-CALIFORNIA**

The insurance afforded by Part One, Section C, “**We Will Defend**”, is hereby deleted and replaced with the following:

**WE WILL DEFEND**

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers’ Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers’ compensation insurance. We have the right to investigate and settle these claims or proceedings.

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

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under Part Two – Employer’s Liability Insurance of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative



OPTIONAL PREMIUM INCREASE ENDORSEMENT – CALIFORNIA

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT**

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

Short Rate Cancellation Table

Extended Number of days	Per Cent of Full Policy Premium	Extended Number of days	Per Cent of Full Policy Premium	Extended Number of days	Per Cent of Full Policy Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-228	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246 (8 mos.)	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124 (4 mos.)	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	261-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273 (9 mos.)	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32 (1 mo.)	19%	147-149	51%	283-287	83%
33-36	20%	150-153 (5 mos.)	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305 (10 mos.)	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62 (2 mos.)	27%	176-178	59%	320-323	91%
63-65	28%	179-182 (6 mos.)	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337 (11 mos.)	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91 (3 mos.)	35%	210-214 (7 mos.)	67%	356-360	99%
92-94	36%	215-218	68%	361-365 (12 mos.)	100%

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.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**CALIFORNIA CANCELATION ENDORSEMENT**

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

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

**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 for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
  - h. The occurrence of a material change in the ownership of your business;
  - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 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. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of  
 Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
 \_\_\_\_\_ Carrier Code  
 Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_  
 Premium \_\_\_\_\_  
 Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
 \_\_\_\_\_ Authorized Representative

**TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT**

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

The premium for the policy is determined (in part) by the product of loss costs developed and filed by the National Council on Compensation Insurance, Inc., and/or an assigned risk loss cost multiplier developed by the Tennessee Department of Commerce and Insurance.

A loss cost filing and/or a change to the assigned risk loss cost multiplier is being considered by the proper regulatory authority. The approval and/or modification of either (or both) 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.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the \_\_\_\_\_  
Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium \_\_\_\_\_

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**INSTALLMENT PAYMENT ENDORSEMENT**

In addition to the deposit premium shown below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Installment Number	Date Due	Amount
01	10/01/2025	\$2,685.90
02	01/01/2026	\$1,795.03
03	04/01/2026	\$1,795.03
04	07/01/2026	\$1,795.04

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative