

PLEASE COMPLETE AND SIGN IN THE INDICATED SPACE BELOW.  
PLEASE RETURN.

Insured Name:  
WILLIAMSON COUNTY

Policy # WC 3 709 904

**DEDUCTIBLE NOTICE OF ELECTION**

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

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

If a deductible amount is desired, please indicate below.

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

1. \_\_\_\_\_ per accident
2. \_\_\_\_\_ per claim
3. \_\_\_\_\_ medical-only

applied to benefits payable under the Texas Workers Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement \_\_\_\_\_.

(monthly, quarterly or other)

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

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

\_\_\_\_\_

The deductible plans have been explained to me.

**X**

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Name (print or type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Effective Date

DNE-1A (Ed. 6-14)

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09/16/21



## **BITCO INSURANCE COMPANIES**

**TO: OUR TEXAS WORKERS' COMPENSATION CUSTOMERS**

**SUBJECT: ACCIDENT PREVENTION SERVICES AND RETURN-TO-WORK COORDINATION SERVICES**

Pursuant to Texas Labor Code §411.066, BITCO Insurance Companies is required to notify its policyholders that accident prevention services are available from BITCO Insurance Companies at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services.

BITCO Insurance Companies is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022.

If you would like more information, contact BITCO Insurance Companies Home Office Risk Control at 1-800-475-4477 and [rcc@bitco.com](mailto:rcc@bitco.com) for accident prevention services or 1-800-683-9591 and [dallasclaims@bitco.com](mailto:dallasclaims@bitco.com) for return-to-work coordination services.

For information about these requirements, call the Texas Department of Insurance, Division of Workers Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at 512-804-5000.

If BITCO Insurance Companies fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645.



## **BITCO General Insurance Corporation**

**CAPITAL STOCK INSURANCE COMPANIES - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807**

**Toll Free Number 1-800-475-4477**

# NOTICE

## BITCO BRANCH & CLAIM OFFICES

1701 Centerview Drive, Ste. 203  
**Little Rock, AR** 72211  
Tel: (501) 224-3080  
(800) 876-8147 (toll free)  
Fax: (844) 712-8156

5920 NE Ray Circle, Ste. 250  
**Hillsboro, OR** 97124  
Tel: (503) 686-7006  
(844) 794-7394 (toll free)  
Fax: (503) 430-0739

Foster Plaza Five  
651 Holiday Drive  
**Pittsburgh, PA** 15220-2757  
Tel: (412) 937-9000  
(800) 253-1232 (toll free)  
Fax: (412) 937-1143

3700 Crestwood Parkway, Ste. 650  
**Duluth, GA** 30096-5599  
Tel: (770) 923-7551  
(800) 822-2905 (toll free)  
Fax: (844) 377-4676

P.O. Box 12936  
**Oklahoma City, OK** 73157-2936  
Tel: (405) 767-2064  
(800) 947-0809 (toll-free)  
Fax: (405) 767-9438

P.O. Box 291689  
**Nashville, TN** 37229-1689  
Tel: (615) 871-9042  
(800) 342-5786 (toll free)  
Fax: (615) 871-0783

P.O. Box 718  
**Shawnee Mission, KS** 66201-0718  
Tel: (913) 262-4664  
(800) 821-5354 (toll free)  
Fax: (855) 227-6973

111 Veterans Blvd., Ste. 404  
**Metairie, LA** 70005-3043  
Tel: (504) 837-5480  
(800) 605-0311 (toll free)  
Fax: (504) 831-0720

9901 IH 10 West, Ste. 1050  
**San Antonio, TX** 78230  
Tel: (210) 340-8199  
(888) 857-8031 (toll free)  
Fax: (844) 250-1519

P.O. Box 65605  
**West Des Moines, IA** 50265-0605  
Tel: (515) 223-1122  
(800) 383-1122 (toll free)  
Fax: (844) 462-2024

P.O. Box 168208  
**Irving, TX** 75016-8208  
Tel: (972) 506-9591  
(800) 683-9591 (toll free)  
Fax: (972) 556-1539

P.O. Box 1210  
**Brookfield, WI** 53008-1210  
Tel: (262) 792-9254  
(800) 242-6258 (toll free)  
Fax: (262) 792-9264

300 N. Meridian, Ste. 920  
**Indianapolis, IN** 46204  
Tel: (317) 243-6721  
(800) 382-9991 (toll free)  
Fax: (844) 371-2497

P.O. Box 280729  
**Lakewood, CO** 80228-0729  
Tel: (303) 985-9494  
(877) 746-1748 (toll free)  
Fax: (303) 985-0808

4252 Carmichael Road, Ste. 231  
**Montgomery AL** 36106-2804  
Tel: (334) 215-0633  
(800) 239-7400 (toll free)  
Fax: (334) 244-1194

P.O. Box 474630  
**Charlotte, NC** 28247  
Tel: (704) 341-3725  
(800) 642-2507 (toll free)  
Fax: (833) 200-2221

10733 Sunset Office Drive, Ste. 430  
**St. Louis, MO** 63127-1033  
Tel: (314) 822-4446  
(800) 723-8632 (toll free)  
Fax: (314) 822-9850

**HOME OFFICE**  
3700 Market Square Circle  
Davenport, IA 52807

**TELEPHONE NUMBER:** (563) 232-0499  
**TOLL FREE NUMBER:** 1-800-475-4477

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent at the number shown on his/her sticker.

You may call BITCO's toll-free telephone number for information or to make a complaint at:

**1-800-683-9591 OR 1-888-857-8031**

You may also write to BITCO at:

222 W. Las Colinas Blvd., Ste. 650E  
P.O. Box 167968  
Irving, TX 75016-7968

OR

9901 IH 10 West, Ste. 1050  
San Antonio, TX 78230

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede comunicarse con su agente al el numero que ensena en la etiqueta.

Usted puede llamar al numero de telefono gratuito de BITCO para obtener informacion o para presentar una queja al:

**1-800-683-9591 O 1-888-857-8031**

Usted tambien puede escribir a BITCO:

222 W. Las Colinas Blvd., Ste. 650E  
P.O. Box 167968  
Irving, TX 75016-7968

OR

9901 IH 10 West, Ste. 1050  
San Antonio, TX 78230

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa relacionada con su prima de seguro o con una reclamacion, usted debe comunicarse con el agente o la compania primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

### UNA ESTE AVISO A SU POLIZA:

Este aviso es solamente para propositos de informativos y no se convierte en parte o en condicion del documento adjunto.

Insured Name:  
WILLIAMSON COUNTY

Policy # WC 3 709 904

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The deductible plans have been explained to me.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Name (print or type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Effective Date

## WHY IS AN AUDIT NECESSARY?

This policy was issued with an "estimated premium" which requires an adjustment after the policy expires. The estimated premium for this type of policy is usually based on the amount of your payroll, sales or subcontractor cost during the term of the policy.

After the policy expires and the actual amount of the payroll, sales or cost can be determined, the estimated premium is adjusted to develop the final premium. If the adjusted premium is less than the estimated premium, the difference will be refunded. If it is more, you will receive a bill for the additional premium.

## WHO WILL MAKE THE AUDIT?

When the policy expires, either a Premium Auditor will make an appointment with you to review the records that pertain to your company payrolls and other exposures covered by your policy(ies) with BITCO or a Policyholder's Report will be mailed to you for completion.

Premium Auditors are knowledgeable in both accounting and insurance and will obtain the necessary information to make the premium adjustment with a minimum of inconvenience to your staff.

## WHAT WILL THE PREMIUM AUDITOR DO?

The Premium Auditor will examine your books of original entry and ledger accounts that pertain to the variable factors on which the premium is based. The payroll portion of the audit will normally be verified to your quarterly tax reports. Additionally, during the course of the audit, the Auditor may also ask some questions about your records and personally observe the various operations of your business.

### Automated Records

If your records are automated, or if they will be automated in the near future, the Premium Auditor will be pleased to assist you in setting up your records to include insurance requirements.

### Premium Base

The most common premium bases are total remuneration (payroll), gross sales and total subcontractor cost. A rate is applied to the premium base to develop the premium. The premium base used is determined by the type of policy and by the type of business being insured.

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## SUBCONTRACTORS - PREMIUM CHARGES

### Workers Compensation

You may be held responsible when a subcontractor's employee is injured. Most Workers Compensation laws provide that the general or principal contractor shall be responsible for compensation to employees of subcontractors in the absence of appropriate subcontractors' coverage.

For this reason it is important that each subcontractor you use furnish you with certificates of insurance. Failure to secure a subcontractor's certificate of insurance will result in an additional premium charge.

The premium auditor will ask to see these certificates of insurance as proof that each subcontractor was separately insured.

### General Liability

Your general liability policy may contain subcontractor classifications with rates based on operations performed for you by adequately insured subcontractors.

Remuneration is the total gross earnings of your employees. (See "Overtime" below for further details.) Gross sales is the gross amount charged by you for your products, services or rentals. Total subcontractor cost is the cost to you of all work you let or sublet. (Cost of material and equipment you furnished to your subcontractors may be handled differently under workers compensation than general liability coverage. Consult with your auditor for further information.)

### Overtime

In most states the penalty portion of overtime payroll, or the amount paid in excess of the regular rate of pay, is excluded from the total payroll on which the premium is based.

You must, however, maintain your records to show separately, by employee and in summary by type of work, the amount of overtime paid.

Overtime deductions under workers compensation currently are not applicable in the states of Delaware, Pennsylvania, Utah, Nevada and to Stevedoring Operations.

### Payroll Segregation

Insurance rates differ by type of work performed. The Premium Auditor must place each employee in the proper occupational category or insurance classification approved by the state. Since each classification has a different premium rate, proper placement is important.

By segregating your employee payroll records by type of work, you should receive a more prompt and equitable premium adjustment.

### Consolidated (Wrap-Up) Insurance Programs

If you are a contractor involved in a consolidated (wrap-up) insurance program, your payroll/receipts **will not** be automatically excluded from our audit. Please be sure to contact your agent before you begin working under a wrap-up program. If your policies are not endorsed properly, payroll/receipts will not be excluded from the audit.

If any of your subcontractors do not have proof of adequate insurance, we will charge for the subcontractors without adequate insurance as if they were your employees. This usually means that a higher rate will be charged to you. It is important for you to verify the limits of insurance carried by your subcontractors by securing a certificate of insurance from each and every one of them.

For rating or audit purposes, we consider adequate limits of insurance for your subcontractors to be at least \$1,000,000 per occurrence and aggregate or limits of insurance equal to your own limits of insurance. Independent of the audit process, our underwriting requirements may require limits higher than \$1,000,000, depending on type of work involved. Your agent will be able to help you determine subcontractor limits that could protect your assets and satisfy underwriting requirements.

# NOTICE

## PRIVACY STATEMENT

BITCO Insurance Companies is strongly committed to protecting the confidentiality of our customers' non-public personal information. We collect information about our customers on a routine basis. The collection of this information is necessary to effect, administer, or enforce a transaction that you, our customer, have authorized. Even after our business relationship ends, your personal information remains confidential. This notice describes our privacy policy and explains how we treat the information we receive about you.

Information about you is collected through your application for insurance or submission of a claim. This information may include but is not limited to:

**Identification Information** - such as name, address, Social Security Number, employer identification number, date of birth, age and gender.

**Personal Financial Information** - such as credit history, bank account information, employment history, wage history and bankruptcy information.

**Medical Information** - such as a physician's diagnosis and injury information.

**Other Information** - such as motor vehicle reports, courthouse records, police/fire reports and reports from government agencies (i.e., Department of Transportation/Environmental Protection Agency).

### How We Use Your Information:

We use the information about you to conduct normal business activities as requested by you, our customer. Normal business includes servicing or processing an insurance product or service requested by you. Underwriting of your insurance coverage and processing claims on your coverage are normal business activities in which we engage.

### How We Disclose Your Information:

We may disclose information necessary to conduct normal business activity or activities required by law or regulation. Information may be disclosed to others to enable them to provide a business service to us. Examples of this situation would be outside medical payment review, independent adjusters servicing claims, and data gathering organizations needing information for establishing rates. Information may also be sent to regulatory agencies, state insurance departments, or law enforcement agencies for the prevention of fraud. We may make other disclosures of information as permitted or required by law within the scope of normal business activities.

We do not make disclosures of information for the purpose of cross-selling or marketing nonaffiliated third parties' products or services. For example, we do not and will not sell your name to a mail order catalog company or other marketing ventures.

### How We Protect and Secure Information:

Access to your non-public personal information is restricted to those who need to know your information to provide products or services to you. Our employees are required to protect and maintain the confidentiality of your information. Employees must follow and comply with established policies and procedures regarding customer privacy. We maintain physical, electronic and procedural safeguards to secure your nonpublic personal information.

### Former Customers:

The above privacy statement remains in force when a customer relationship no longer exists with you. BITCO Insurance Companies will always keep your nonpublic personal information confidential.

### Questions:

If you have any questions regarding this privacy statement, please contact our privacy coordinator at 1-800-475-4477.



## **ADVISORY NOTICE TO POLICYHOLDERS**

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

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

### **PLEASE READ THIS NOTICE CAREFULLY.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

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

**POLICYHOLDER NOTICE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "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 - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 24,316 , and does not include any charges for the portion of losses covered by the United States government under the Act.

WILLIAMSON COUNTY  
Name of Insured

WC 3 709 904  
Policy Number

BITCO GENERAL INSURANCE CORPORATION  
Name of Insurer

10-01-21  
Effective Date

## BITCO INSURANCE COMPANIES

Home Office / Davenport, Iowa

### TO THE INSURED

### INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS

Workers Compensation insurance is designed to provide medical care and wage replacement benefits to your employees for job related injuries. Our goal is to respond promptly and appropriately to each claim.

If an employee of yours is injured during the course of employment, we ask that you do the following:

1. Make sure that necessary medical care is provided.
2. Complete the Employer's First Report of Injury or Illness form.
3. Report the claim **immediately** to the nearest BITCO claims office listed inside your policy cover. BITCO will accept your report by facsimile, phone, mail, or by email at **[www.bitco.com](http://www.bitco.com)**. You are encouraged to report claims on the date they occur, but not later than the following day.

Delays in reporting claims or submitting incomplete First Report of Injury or Illness forms could complicate claim processing and adversely affect our ability to respond promptly and appropriately to your needs and those of your employees.

If you have any questions when an employee is injured on the job, you should call BITCO's nearest claims office for assistance.

STOP ACCIDENTS--SAVE LIVES

AND OPERATING COSTS

**POLICY FORMS  
AND  
ENDORSEMENTS**

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

**NCCI CO. NO.** 10138 BITCO GENERAL INSURANCE CORPORATION  
CAPITAL STOCK INSURANCE COMPANIES - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

**POLICY NO.** WC 3 709 904

NEW

Insured's I.D. No(s).

FEIN

1. The Insured/Mailing address

WILLIAMSON COUNTY  
100 WILCO WAY  
SUITE P101  
GEORGETOWN TX 78626

☐ Individual ☐ Partnership  
☐ Corporation or MUNICIPAL

TX-421715785

Other workplaces not shown above:

See Schedule of Named Insureds and Locations.

2. Policy Period: The policy period is from 10-01-21 to 10-01-22 12:01 A.M. Standard Time.  
at the insured's mailing address.

3. Coverage:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: TEXAS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. 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	each employee
Bodily injury by Disease	\$	1,000,000	policy limit

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

ALL STATES EXCEPT HAWAII, NEW HAMPSHIRE, NEW JERSEY,  
NORTH DAKOTA, OHIO, WASHINGTON, WYOMING.

D. This policy includes these endorsements and schedules:

See schedule of forms and endorsements.

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Estimated Annual Premium	Rate Per \$100 of Remuneration	Premium Basis Total Estimated Annual Remuneration	Code No.	Classifications
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See attached schedule.

\$1,313,660.00 Total Estimated Annual Premium Deposit Premium \$1,313,660.00 Minimum Premium \$250.00

\$1,313,660.00 Total Estimated Standard Premium

Premium Adjustment Period: ANNUAL

Countersigned

By \_\_\_\_\_  
Authorized Representative

Insured's Copy

# SCHEDULE OF NAMED INSURED

NAMED INSURED	POLICY NUMBER
WILLIAMSON COUNTY	WC 3 709 904
<div data-bbox="277 216 662 415">0001-01 WILLIAMSON COUNTY 100 WILCO WAY SUITE HR101 GEORGETOWN TX 78626 FEIN: 74-6000978 NAICS CODE: 921120</div>	

# SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
WILLIAMSON COUNTY		WC 3 709 904
RC-2507	(04/16)	SAFETY SERVICES - TEXAS
GU-2275	(04/16)	IMPORTANT NOTICE TEXAS
DNE-1A	(06/14)	DEDUCTIBLE NOTICE OF ELECTION
GU-2368	(12/18)	AUDIT INFORMATION
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-4873	(09/20)	POLICYHOLDER NOTICE - NOTICE OF TERRORISM INSURANCE COVERAGE
P-419	(04/16)	TO THE INSURED - INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS
WC 540-TX	(04/16)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSURED
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 00 00 00C	(01/15)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 11A	(08/91)	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC 00 04 06	(03/85)	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 22C	(01/21)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 00 04 14A	(01/19)	90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 00 04 25	(05/17)	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC 42 03 01J	(06/20)	TEXAS AMENDATORY ENDORSEMENT
WC 42 04 07	(03/02)	TEXAS - AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT
WC 42 04 08A	(06/14)	TEXAS HEALTH CARE NETWORK ENDORSEMENT

# WORKERS COMPENSATION SCHEDULE

NAME		POLICY EFFECTIVE DATE		POLICY NUMBER
WILLIAMSON COUNTY		10-01-21		WC 3 709 904
CLASSIFICATION	CODE	RATE PER \$100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS
TEXAS RATING GROUP 0001-01				
ANALYTICAL CHEMIST	4511	.54	533,964	\$ 2,883.00
OFFICE MACHINE OR APPLIANCE INSTALLATION INSPECTION, ADJUSTMENT OR REPAIR	5191	.58	2,151,221	\$ 12,477.00
STREET OR ROAD CONSTRUCTION - ALL OPERATIONS & DRIVERS	5506	4.39	5,738,358	\$ 251,914.00
POLICE OFFICERS & DRIVERS	7720	1.85	51,992,758	\$ 961,866.00
AMBULANCE SERVICE BY CONTRACT & DRIVERS	7720	1.85	5,112,066	\$ 94,573.00
AUTOMOBILE REPAIR SHOP AND PARTS DEPARTMENT EMPLOYEES, DRIVERS	8391	1.40	779,404	\$ 10,912.00
ENGINEER OR ARCHITECT - CONSULTING	8601	.19	1,782,305	\$ 3,386.00
CLERICAL OFFICE EMPLOYEES NOC	8810	.09	41,203,267	\$ 37,083.00
LAW OFFICE - ALL EMPLOYEES - & CLERICAL MESSENGERS, DRIVERS	8820	.06	8,007,465	\$ 4,804.00
VETERINARY HOSPITAL & DRIVERS	8831	.90	1,591,246	\$ 14,321.00
MEDICAL LABORATORY	8832	.19	302,195	\$ 574.00
HOSPITAL: PROFESSIONAL EMPLOYEES	8833	.52	IF ANY	\$ 0.00



# WORKERS COMPENSATION SCHEDULE

NAME		POLICY EFFECTIVE DATE		POLICY NUMBER
WILLIAMSON COUNTY		10-01-21		WC 3 709 904
CLASSIFICATION	CODE	RATE PER \$100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS
BUILDING SERVICE CONTRACTOR	9014	1.89	1,598,926	\$ 30,220.00
AUTOMOBILE PARKING LOT & DRIVERS	9015	1.96	176,258	\$ 3,455.00
PARK NOC - ALL EMPLOYEES - & DRIVERS	9102	2.00	608,829	\$ 12,177.00
TOTAL CLASS PREMIUM				\$1,440,645.00
INCREASE LIMITS 1.014	9812			\$ 20,169.00
TOTAL SUBJECT PREMIUM				\$1,460,814.00
EXPERIENCE PREMIUM 1.28	9898			\$ 409,028.00
TOTAL MODIFIED PREMIUM				\$1,869,842.00
SCHEDULE MODIFICATION .84	9887			\$ -299,175.00
HEALTH CARE NETWORK CREDIT .95	9874			\$ -78,533.00
STANDARD TOTAL				\$1,492,134.00
PREMIUM DISCOUNT .864	0063			\$ -202,930.00
EXPENSE CONSTANT	0900			\$ 140.00
TERRORISM .02	9740			\$ 24,316.00
TOTAL ESTIMATED PREMIUM				\$1,313,660.00
FINAL TOTAL				\$1,313,660.00

**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.

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

**A. How This Insurance Applies**

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

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusions**

This insurance does not cover:

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

**D. Before We Pay**

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

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

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

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers Liability Insurance**

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



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Schedule		
Employees	State of Employment	Designated Workers Compensation Law
TX	TX	ALL EMPLOYEES NOT OTHERWISE COVERED BY THE "DESIGNATED WORKERS COMPENSATION LAW" EXCEPT MASTERS AND/OR CREW MEMBERS OF A VESSEL

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  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 11 A**  
(Ed. 8-91)

**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. State

## Estimated Eligible Premium

	First \$5,000	Next \$95,000	Next \$400,000	Balance
TX	0	.109	.126	.144

2. Average percentage discount: 13.603. Other policies:  
NONE

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.)

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
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.

**Limitation of Liability**

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

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
TX	.02	\$24,316

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**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.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

This endorsement is added to Part Five – Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different than 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.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium:

Insurance Company

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

## TEXAS AMENDATORY ENDORSEMENT

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

## GENERAL SECTION

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

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

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

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

## PART ONE—WORKERS COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

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

F. **Payments You Must Make**

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

H. **Statutory Provisions**

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

## PART TWO—EMPLOYERS LIABILITY INSURANCE

C. **Exclusions**

Sections 2 and 3 are amended to add:

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

Section 6 is amended to read:

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

D. **We Will Defend**

This Section is amended by deleting the last sentence.

## PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

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

## PART FIVE—PREMIUM

A. **Our Manuals** is amended by adding this sentence:

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

C. **Remuneration**

Number 2 is amended to read:

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

E. **Final Premium**

Number 2 is amended to read:

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

## PART SIX—CONDITIONS

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

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

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

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

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

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

Add the following to the policy:

## PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

**A. Claims Notification**

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

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

## COMPLAINT NOTICE:

## DISPUTE RESOLUTION SERVICES

### NCCI'S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

For workers compensation claim disputes, see "CLAIM COMPLAINT" below. For issues related to a violation of law related to your policy, see "VIOLATIONS OF LAW" below.



**Important Note:** The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

NCCI can assist in the resolution of a dispute regarding your policy that is related to any of the following matters:

- The application or interpretation of rules contained in the various NCCI manuals (including, but not limited to, classification codes and experience rating modifications)
- Rating programs
- Endorsements
- Forms

Contact the carrier that issued the policy and attempt to resolve the dispute directly. If you and the carrier cannot agree, then contact NCCI to ask for assistance. NCCI's **Basic Manual** addresses dispute resolution in Appendix G. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and after you have paid any undisputed premium due to the carrier.

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

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

#### **VIOLATIONS OF LAW:**

If you believe there has been a violation of law related to your policy, file a complaint with the Texas Department of Insurance:

**Phone:** 1-800-252-3439

**Online:** [tdi.texas.gov](http://tdi.texas.gov)

**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Mail:** MC 111-1A, PO Box 149091, Austin, TX 78714

#### **CLAIM COMPLAINT:**

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers' Compensation, Compliance and Investigations by mail to 7551 Metro Center Drive, Suite 100, MS-8, Austin, TX 78744; or by fax to 512-490-1030; or by email to [DWC-ComplianceReview@tdi.texas.gov](mailto:DWC-ComplianceReview@tdi.texas.gov).

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

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

WC 42 03 01 J  
(Ed. 06-20)

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**TEXAS - AUDIT PREMIUM AND  
RETROSPECTIVE PREMIUM ENDORSEMENT**

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

**PART FIVE - PREMIUM****D. Premium Payments**

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

**TEXAS HEALTH CARE NETWORK ENDORSEMENT**

This endorsement indicates that you have elected under this policy to provide workers compensation health care services to your injured employees through a certified workers compensation health care network that we have either established or contracted with, as provided in Chapter 1305 of the Texas Insurance Code and in Title 28, Chapter 10 of the Texas Administrative Code.

We will provide you with information concerning the use of our certified workers compensation health care network(s) in our service area(s) and your rights and responsibilities as a participant in our network program. This includes information describing the service area(s) applicable to you and your injured employees as required in NCCI's **Basic Manual for Workers Compensation and Employers Liability Insurance**. In accordance with Chapter 1305 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code, we will also provide you with information that is required to be given to your employees, including an employee's notice of network requirements and an employee acknowledgement form.

Your premium may have been reduced because you have agreed to participate in our certified workers compensation health care network. The amount of the premium reduction is shown on the Information Page of this policy. The reduction is estimated at the policy inception and adjusted at final audit of the policy. The reduction may be pro-rated if you elect to participate in a certified workers compensation health care network during the policy year or if you terminate your participation in our certified workers compensation health care network before the policy expires. The premium reduction you received may be forfeited if we determine that you have failed to provide the notice of network requirements and employee acknowledgement form to your employees in accordance with Chapter 1305.005(d) and 1305.451 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code.

Minimum premium policies are not eligible for this premium reduction.

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium:

Insurance Company

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

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THE POLICY PROVISIONS WITH THE INFORMATION PAGE AND ENDORSEMENTS,  
IF ANY, ISSUED TO FORM A PART THEREOF COMPLETE THIS POLICY

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In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

*Lori S. Paulus* , Secretary

*Paul Lab* , Chief Executive Officer

