



Iron Design LLC  
521 North 19th Street  
Baton Rouge, LA 70802-0000

### **WEBSITE SERVICES AVAILABLE**

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Click on the **Policyholder** section on the top of the home page to access the following information.

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## Workers Compensation and Employers Liability Insurance Policy

Insurer ID No (s): 16963  
LUBA INDEMNITY INSURANCE COMPANY  
P.O. Box 98082  
Baton Rouge, LA 70898-9082

Carrier Policy #:	Policy Period
027000300543123	02/25/2023 to 02/25/2024

Information Page	FEIN: 721480659	Renewal Policy Carrier Prior Policy #: 027000300543122
Item 1: Named Insured and Address	Agency	
Iron Design LLC 521 North 19th Street Baton Rouge, LA 70802	Thomson, Smith & Leach Ins./Lafayette P.O. Box 599 Franklin, LA 70538	

Other Workplaces Not Shown Above: No Other Workplaces for this Policy  
Additional Named Insured: See Additional Named Insureds if Applicable

Type of Business: Limited Liability Company (LLC)	Federal ID#: 721480659
Risk ID: 170916905	NCCI / Bureau #: 16963
Unemployment ID #:	File #: 027000300543123

**Item 2. Policy Period** The policy period is from 12:01 AM on 02/25/2023 to 12:01AM on 02/25/2024 based on the insured's mailing address time zone.

**Item 3. Coverage:**

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed:  
LA
- 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 | \$ 1,000,000.00 | each accident |
| Bodily Injury by Disease  | \$ 1,000,000.00 | policy limit  |
| Bodily Injury by Disease  | \$ 1,000,000.00 | each employee |
- C. Other States Insurance: Part three of policy applies to state(s) if any listed here  
AL,AR,LA,MS,OK,TN,TX except state(s) listed in 3.A. above
- D. This policy includes these endorsements and schedules:  
WC000000C(01/15), WC000301A(02/89), WC000308(04/84), WC000313(04/84), WC000414A(01/19), WC000422C(01/21), WC000425(05/17), WC990301B(06/17), WC170303(12/00), WC170601I(09/17), WC170602A(02/96)

**Item 4: Premium**

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

Classifications	Code #	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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**See Schedule of Operations on Following Page(s)**

Minimum Premium	Prorated Premium	Estimated Annual Premium	Expense Constant	Deposit
\$ 1,250.00	\$ 10,004.00	\$ 10,004.00	\$ 200.00	\$ 0.00
Issuing Office: P.O. Box 98082 Baton Rouge LA 70898-9082		Date Printed: 01-24-2023	Countersigned by:	 Chief Executive Officer



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### Schedule of Classifications : LA

Code No.	Classification	Payroll	Rate	Premium
3040	Iron/Steel Ornamental 02/25/23 - 02/25/24	\$ 365,759.00	3.72	\$ 13,606.00
8742	Outside Salesperson 02/25/23 - 02/25/24	\$ 2,610.00	0.32	\$ 8.00

Description	Percentage	Factor	Amount
Manual Premium			\$ 13,614.00
Increased Employers Liability Limits (9812)	1.4000%		\$ 191.00
Experience Modification - Listed below (9898)		0.9000	\$ 12,425.00
Schedule Credit (9887)		0.8300	\$ 2,112.00
Standard Premium			\$ 10,313.00
Prem. Size Discount (0063)	4.9000%		\$ 505.00
Waiver Surcharge (9118)	2.0000%		\$ 196.00
Normal Premium			\$ 10,004.00
Expense Constant (0900)			\$ 200.00
Annual Premium			\$ 10,204.00

Experience Modifiers	Effective Date
.9000	02/25/2023

**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 Non-appropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), 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.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer

Blanket Alternate Employer

Address

Where Required by Written Contract  
Baton Rouge, LA 70806-0000
2. State of Special or Temporary Employment

LA
3. Contract or Project:

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 02/25/2023

Policy No. 027000300543123

Endorsement No. 0

Insured: Iron Design LLC

Premium \$ 10,204.00

Insurance Company:

LUBA INDEMNITY INSURANCE COMPANY

Countersigned by

**PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT**

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

**Schedule****Partners****Officers****Others**

David Cano

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: 02/25/23

File No.: 027000300543123

Carrier Policy No.:

Premium: \$ 10,204.00

Carrier No.: 16963

Insured: Iron Design LLC

Agency: Thomson, Smith & Leach Ins./Lafayette / 1278

Insurance Company: LUBA INDEMNITY INSURANCE COMPANY

Countersigned by:

  
Chief Executive Officer

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

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Blanket Waiver of Subrogation  
Where Required by Written Contract  
Baton Rouge, LA 70806-0000

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: 02/25/23

File No.: 027000300543123

Carrier Policy No.:

Premium: \$ 10,204.00

Carrier No.: 16963

Insured: Iron Design LLC

Agency: Thomson, Smith & Leach Ins./Lafayette / 1278

Insurance Company: LUBA INDEMNITY INSURANCE COMPANY

Countersigned by:

  
Chief Executive Officer

**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.

**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.

State	Rate	Premium
LA		

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: 02/25/23

Policy No.:

Endorsement No.: 0

Premium: \$ 10,204.00

Insured:

Iron Design LLC

Insurance Company: LUBA INDEMNITY  
INSURANCE COMPANY

Countersigned by:

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**EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

The 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 from the factor shown, when it is calculated.



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**LIMITED OTHER STATES INSURANCE ENDORSEMENT**

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This Endorsement supplements Part Three "Other States Insurance" of the Workers Compensation and Employers Liability insurance policy:

A. How this Limited Other States insurance applies:

1. We will promptly pay when due, under the terms and conditions of the policy, the workers' compensation benefits required of you by the workers compensation law of any state not listed in Item 3.A. or 3.C. of the Information Page, if the following conditions are met:
  - I. Only if the claim for such benefits arises from Incidental Operations and involves temporary work performed by a Covered State Employee.

B. If we are not allowed under the applicable state's law to pay benefits directly on your behalf, we will reimburse you for amounts you are required to pay in such state(s).

C. The following exclusions apply to this Limited Other States Insurance provided by this Endorsement and are in addition to the provisions, exclusions, terms and conditions stated in the policy including, but not limited to, those in Part Two of the policy:

1. The insurance afforded by this Endorsement does not cover a claim for benefits in a state:
  - I. where at the time of the injury you have other workers' compensation insurance coverage, or
  - II. where you were, by virtue of the nature of your operations in such state, required by that state's law to have obtained separate workers' compensation insurance coverage, or
  - III. where you are an authorized self-insurer or a participant in a self-insured group plan in such state, or
  - IV. with respect to bodily injury to an employee while employed at work in a state where you affirmatively rejected the workers' compensation law, or
  - V. where the providing of this Limited Other States insurance is not permitted under applicable law, or
  - VI. with respect to fines, penalties, punitive or exemplary damages, to include attorney fees and costs attributable thereto, because of bodily injury to or work related illness of an employee.

D. Definitions:

1. "Incidental Operations" means all of your operations in states in which we are not licensed which are not performed at or from a permanent location in such state or states.
2. "Covered States Employee" means an employee whose employment is principally localized in a Covered State, or an employee who is working under a contract of hire made in a Covered State.
3. "Covered States" means any state(s) listed in Item 3.A. or 3.C. of the Information Page.

E. Notice:

As a condition to coverage provided under this Endorsement, you agree to tell us within five (5) days of work commencement if you begin work in any state other than a Covered State.

**Important Notice: If you hire any employees to work outside of a "Covered State or begin operations in any state other than a Covered State(s), you must comply with the Workers' Compensation law and other general laws of that state(s) including, but not limited to, obtaining of insurance coverage for your workers' compensation liability. This "Limited Other States Insurance Endorsement" is not intended to and does not satisfy the requirements of any state's workers' compensation insurance law.**

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

Endorsement Effective: 02/25/23

File No.: 027000300543123

Carrier Policy No.:

Premium: \$ 10,204.00

Carrier No.: 16963

Insured: Iron Design LLC

Agency: Thomson, Smith & Leach Ins./Lafayette / 1278

Insurance Company: LUBA INDEMNITY INSURANCE COMPANY

**LOUISIANA DUTY TO DEFEND ENDORSEMENT**

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

The duty to defend provision of the policy is replaced by this provision.

**Part Two - Employers Liability****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.

Our duty to defend ends when the limit of liability has been exhausted by the payment of a judgement or settlement.

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: 02/25/23

File No.: 027000300543123

Carrier Policy No.:

Premium: \$ 10,204.00

Carrier No.: 16963

Insured: Iron Design LLC

Agency: Thomson, Smith & Leach Ins./Lafayette / 1278

Insurance Company: LUBA INDEMNITY INSURANCE COMPANY

**LOUISIANA AMENDATORY ENDORSEMENT**

This endorsement applies because Louisiana is shown in Item 3.A. of the Information Page.

Part Two—Employers Liability Insurance, Section I. (Actions Against Us) of the policy is replaced by the following:

**I. Actions Against Us**

You may not bring an 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.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

Part Five—Premium, Section E. (Final Premium) of the policy is replaced by the following:

**E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is cancelled, final premium will be determined in the following way, unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time that 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 calculated using one of the following methods as listed in the Schedule of this endorsement:
  - a. Pro rata based on the time that this policy was in force. Final premium will not be less than the pro rata share of the minimum premium, or
  - b. More than pro rata; it will be based on the time that this policy was in force, and increased by our short-rate cancellation procedure that has been filed with and approved by the commissioner. Final premium will not be less than the minimum premium.

Part Five—Premium, Section G. (Audit) of the policy is revised by adding the following:

**G. Audit**

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 equal to a maximum of up to two times the estimated annual premium. The method for determining the Audit Noncompliance Charge, and the maximum dollar amount, is shown in the Schedule of this endorsement.

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 Five—Premium, Section 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.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

**D. Cancellation**

1. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation will be effected by mailing or delivering a written notice to you at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium will be mailed or delivered at least ten days before the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, we will not cancel the policy unless the cancellation is based on at least one of the following reasons:
  - a. Nonpayment of premium
  - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy

- c. Activities or omissions on your part which change or increase any hazard insured against, including a failure to comply with loss control recommendations
  - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision
  - e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize your solvency or would place us in violation of the insurance laws of this state or any other state
  - f. Violation or breach by the insured of any policy terms or conditions
  - g. Such other reasons that are approved by the commissioner of insurance
2. The insurer is required to provide notification of cancellation as follows:
  - a. A notice of cancellation of insurance coverage by us will be in writing and will be mailed or delivered to you at the mailing address as shown on the policy. Notices of cancellation based on conditions 1.b. through 1.g. above will be mailed or delivered at least thirty days before the effective date of the cancellation; notices of cancellations based on condition 1.a. above will be mailed or delivered at least ten days before the effective date of cancellation. The notice will state the effective date of the cancellation.
  - b. We will provide you with a written statement specifying the reason for the cancellation when you request such a statement in writing. Your written request must state that you hold us harmless from liability for any communication:
    - (1) Giving notice of or specifying the reasons for a cancellation, or
    - (2) For any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement
3. We will provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance company or other entity pursuant to a power of attorney or other agreement executed by or on behalf of you.
4. We may decide not to renew your policy. If we decide not to renew your policy, we will deliver or mail notice to you at the address shown on the policy. Such notice of nonrenewal will be mailed or delivered at least sixty days before the expiration date. Such notice to you will include your loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage will remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group will not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage will not be refusals to renew.
5. Notice of nonrenewal will not be required if we or a company within the same insurance group has offered to issue a renewal policy, or where you have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
6. If we provide the notice described in paragraph 4 above and thereafter we extend the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. We must mail or deliver to you at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days before the expiration date of the policy. If we fail to provide such thirty-day notice, the coverage provided to you at the expiring policy's rate, terms, and conditions will remain in effect until notice is given or until the effective date of replacement coverage obtained by you, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If you elect not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the current or previous year's rate. If you accept the renewal, the premium increase, if any, and other changes will be effective the day following the prior policy's expiration date.
8. Paragraph 7 does not apply to changes:
  - a. In a rate or plan filed with the commissioner of insurance and applicable to an entire class of business
  - b. Based on the altered nature or extent of the risk insured
  - c. In policy forms filed and approved with the commissioner and applicable to an entire class of business

d. Requested by the insured

9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, will be sufficient proof of notice.

Part Six—Conditions of the policy is revised by adding the following provision:

**F. Your Right to Remove Agent**

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 10 calendar days in advance of the change or removal.

Schedule

1. If you cancel, final premium for this policy will be calculated: \_\_\_\_ pro rata, or X more than pro rata

2. Basis of Audit	
Noncompliance Charge	10,204.00
Maximum Audit	
Noncompliance Charge	
Multiplier	1.0000
Maximum Audit	
Noncompliance Charge	10,204.00
\$ Amount	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
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Endorsement Effective: 02/25/23

File No.: 027000300543123

Carrier Policy No.:

Premium: \$ 10,204.00

Carrier No.: 16963

Insured: Iron Design LLC

Agency: Thomson, Smith & Leach Ins./Lafayette / 1278

Insurance Company: LUBA INDEMNITY INSURANCE COMPANY

Countersigned by:

  
Chief Executive Officer

**LOUISIANA COST CONTAINMENT ACT ENDORSEMENT**

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

You may be eligible for a two (2) percent reduction in your premium if you attend a cost containment meeting conducted by the Occupational, Safety and Health Administration (OSHA) Section of the Office of Workers Compensation Administration. In order for you to receive the reduction, you must submit to us a certificate of attendance from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date you attended the cost containment meeting.

You may also be eligible for an additional five (5) percent reduction in your premium if you have attended a cost containment meeting and have subsequently satisfactorily implemented an occupation safety and health program prescribed by the OSHA Section. In order for you receive the reduction, you must submit to us a Certificate of Satisfactory Implementation of Occupational, Safety and Health Program from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date of your certification.