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Policy Number: EIG 4647513 02

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

CHECK-O-MATIC INC
308 MUSEUM VILLAGE RD
MONROE NY 10950



Welcome to EMPLOYERS®!

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

Verify Important Policy Information

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

1. Mailing Address

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

2. Named Insureds

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

3. Worksites

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

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

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

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

America's small business insurance specialist®



Report a Claim

Immediate reporting is a major step in cost and time containment of any claim and is beneficial to all parties involved. Any delays in the reporting of claims can result in delayed access to medical care, which in some instances may lead to further injury, resulting in the need for additional treatment subsequently leading to higher medical costs.

*EMPLOYERS® offers two convenient phone numbers that are available 24/7 to report a claim with less paperwork. * Both numbers are staffed with individuals fluent in both English and Spanish, with accommodations for other languages.*

1. Injured Employee Hotline – **855-365-6010**

- Reporting of a new work-related injury or illness when the injured/ill employee has not yet received medical treatment.
 - Access to registered nurses who are specially trained to provide nurse triage and medical guidance.

2. Customer Support – **888-682-6671**

- Reporting of a new work-related injury or illness when the injured/ill employee has already received medical treatment.
 - Injured employees who have not yet sought medical treatment will be transferred to our Injured Employee Hotline (IEH) and provided the IEH phone number.

*For all injuries or illnesses that require immediate assistance from Emergency Services please call **911**.

Download a Claim Kit

As an employer, you are required to print and post certain workers' compensation notices. We have compiled these documents and made them available to print at <https://www.employers.com/claims-services/state-claim-kits/>. Please select your state and follow the instructions to ensure your business is compliant with applicable state laws.

Some states have additional requirements that cannot be printed, including posters and forms. If required, EMPLOYERS will mail them to you separately. Policyholders can request a printed copy of our claims kit by contacting us by phone at 888-682-6671 or e-mail at customersupport@employers.com.

Medical Info

Call 888-682-6671 or email customersupport@employers.com to obtain a medical provider list or check the status of a medical bill.

America's small business insurance specialist®

EMPLOYERS® and America's small business insurance specialist® are registered trademarks of Employers Insurance Company of Nevada. Insurance is offered through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.



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

Reasons we can share your personal information	Does EMPLOYERS share?	Can you limit this sharing?
For our everyday business purposes— such as to administer policies and claims, comply with laws or regulations, respond to court orders, legal investigations, and government agencies, or otherwise as required or permitted by law	YES	NO
For our affiliates’ everyday business purposes— information about your transactions and experiences	YES	NO
For our marketing purposes— with nonaffiliated service providers we use to market our products and services to existing and prospective policyholders	YES	NO
For our affiliates (excluding Cerity Services, Inc.) to market to you— to offer our products and services to existing and prospective policyholders	YES	NO
For nonaffiliates to market to you	NO	We do not share
For joint marketing with other financial companies	NO	We do not share
For our affiliates’ everyday business purposes— information about your personal creditworthiness	We do not collect or share	We do not collect or share
Questions?	Please contact EMPLOYERS, Attn: Compliance, 10375 Professional Circle, Reno, Nevada 89521-4802, or go to www.employers.com . We believe that the information we have about our customers is accurate. If you would like access or request correction of your information, please forward a written request to the above address.	

Who we are

Who is providing this notice?	Employers Holdings, Inc. and its affiliates.
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What we do**How does EMPLOYERS protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include physical, electronic and procedural safeguards.

Nonaffiliates that perform services for us are contractually bound to keep this information confidential. Our employees are informed of the requirements to maintain the confidentiality of this information.

How does EMPLOYERS collect my personal information?

We collect your personal information, for example, when you

- file an insurance application or claim
- provide your income, employment, or contact information
- provide account information

We also collect your personal information from others, such as your employer and its insurance producer, insurance support organizations, our affiliates, medical providers or other companies as permitted by law. Insurance support organizations may retain information and disclose it to others.

Why can't I limit all sharing?

Insurance companies need to share personal information to run their everyday business. Generally, applicable laws give you the right to limit only certain types of sharing, such as

- sharing information about your personal creditworthiness for affiliates' everyday business purposes
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Employers Holdings, Inc. affiliates are financial companies.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Examples include reinsurance companies, computer service providers, independent auditors, independent claims personnel, independent insurance agents, and insurance support organizations.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *EMPLOYERS does not share for joint marketing purposes.*

Other important information

Employers Holdings, Inc.'s affiliates include: Employers Group, Inc., Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company, Elite Insurance Services, Inc., dba Employers Elite Insurance Services and EIG Services, Inc. dba California EIG Insurance Services. CERITY is a trade name for the following companies. Cerity Group, Inc., Cerity Services, Inc., and Cerity Insurance Company, which are also subsidiaries of Employers Holdings, Inc.

Copyright © 2020 EMPLOYERS. All rights reserved. EMPLOYERS®, America's small business insurance specialist®, EACCESS®, PrecisePay® and Employers Insurance Company of Nevada® are registered trademarks of EIG Services, Inc. Employers Holdings, Inc. is a holding company with subsidiaries that are specialty providers of workers' compensation insurance and services focused on select, small businesses engaged in low-to-medium hazard industries. The Company operates throughout the United States, with the exception of four states that are served exclusively by their state funds. Insurance is offered through Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company and Cerity Insurance Company, all rated A- (Excellent) by the A.M. Best Company. Not all insurers do business in all jurisdictions. See www.employers.com and www.cerity.com for coverage availability.

Important Notice

Regarding Your Workers' Compensation Insurance

TO OUR NEW YORK WORKERS' COMPENSATION POLICYHOLDERS:

Re: Occupational Safety and Health Loss Control Consultation Services

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

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

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

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

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

America's small business insurance specialist[®]

Tel 888 682-6671 | PO Box 32036 | Lakeland, FL 32036 | www.employers.com

EIG Services, Inc., an affiliated agency and adjuster

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



EMPLOYERS COMPENSATION INS. CO.
A Stock Company

Workers' Compensation and Employers Liability
Insurance Policy

Policy Number	Policy Period
EIG 4647513 02	From 11/13/2022 To 11/13/2023

12:01 A.M. Standard Time at the address of the Insured as stated herein

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier # 04326		WCIRB CARRIER#		PRIOR POLICY NUMBER EIG464751301
1. Named Insured and Address			Agent	
CHECK-O-MATIC INC 308 MUSEUM VILLAGE RD MONROE NY 10950			JNL INSURANCE BROKERAGE CORP 0002610 491 STATE ROUTE 208 SUITE 420 MONROE, NY 10950	
			Telephone: 8457823580	
Customer #	Carrier # 04326	FEIN # 113407079	Risk ID # 0791120	Entity of Insured CORPORATION

Additional Locations:

2. The Policy Period is from 11/13/2022 to 11/13/2023 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: NY
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.
The limits of our liability under Part TWO are:
- | | | |
|---------------------------|--------------|---------------|
| Bodily Injury by Accident | \$ 1,000,000 | each accident |
| Bodily Injury by Disease | \$ 1,000,000 | policy limit |
| Bodily Injury by Disease | \$ 1,000,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.
All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$ 242	Expense Constant	\$ 220
		Premium Discount	\$
Assessments and Taxes	\$	Total Estimated Annual Premium	\$ 1,110

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this _____ Day of _____,

Issued Date: 10/04/2022

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

Authorized Representative



EMPLOYERS COMPENSATION INS CO

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 4647513 02

Named Insured: CHECK-O-MATIC INC

Agent: JNL INSURANCE BROKERAGE CORP 0002610

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
New York				
Rating Period: 11/13/2022 through 11/13/2023				
Site 00001				
8809	EXECUTIVE OFFICERS NOC-NOT FOREMEN, WORKERS OR SALESPERSONS	44,200	0.200000	88.00
8810	CLERICAL OFFICE EMPLOYEES NOC	380,735	0.140000	533.00
Site 00001 Total			\$	621.00
Total of Sites for Rating Period			\$	621.00
Rating Period Total			\$	621.00
Rating Period: 11/13/2022 through 11/13/2023				
9812	INCREASED COVERAGE II	621		
9898	EXPERIENCE MODIFICATION	621	0.960000	-25.00
0900	EXPENSE CONSTANT			220.00
9749	NEW YORK WORKERS COMPENSATION SECURITY FUND			
0932	NEW YORK STATE ASSESSMENT	808	0.102000	82.00
9740	TERRORISM PREMIUM	424,935	0.040000	170.00
9741	CATASTROPHE PREMIUM	424,935	0.010000	42.00
Rating Period Total			\$	489.00
State Total			\$	1,110.00
Policy Total			\$	1,110.00



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WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 4647513 02
Named Insured: CHECK-O-MATIC INC
Agent: JNL INSURANCE BROKERAGE CORP 0002610

SITE LOCATION SCHEDULE

State NY

1

CHECK-O-MATIC INC
308 MUSEUM VILLAGE RD
MONROE NY 10950



EMPLOYERS COMPENSATION INS. CO

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 4647513 02

Named Insured: CHECK-O-MATIC INC

Agent: JNL INSURANCE BROKERAGE CORP 0002610

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
NY	WC000000C	(1/15)	WC&EL LIABILITY INSURANCE POL
NY	WC000403	(4/84)	EXPERIENCE RATING MOD FCTR
NY	WC000406	(8/84)	PREMIUM DISCOUNT ENDORSEMENT
NY	WC000414A	(1/19)	NOTIFICATION OF CHG OWNERSHIP
NY	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
NY	WC000421E	(1/21)	CATASTROPHE PREMIUM ENDORSE
NY	WC000422C	(1/21)	TERRORISM RISK INSURANCE PROG
NY	WC000425	(1/17)	EXP RATING MOD FACTOR REV ENDT
NY	WC310308	(1/00)	LIMIT OF LIABILITY ENDORSEMENT
NY	WC310319L	(1/22)	NY CONST CLASS PREM ADJ ENDT
NY	WC310618A	(5/20)	NOTICE OF RIGHT TO APPEAL
NY	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION**A. The Policy**

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

B. Who is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

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

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

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

B. We Will Pay

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

C. We Will Defend

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

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

D. We Will Also Pay

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

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

E. Other Insurance

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

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

**PART TWO
EMPLOYERS LIABILITY INSURANCE****A. How This Insurance Applies**

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

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

B. We Will Pay

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

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

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

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

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

C. Exclusions

This insurance does not cover:

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

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

D. We Will Defend

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

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

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

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

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

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

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

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

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

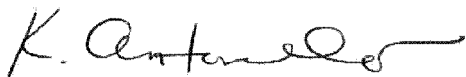
D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

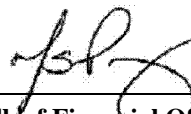
E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

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



President and Chief Operating Officer



EVP, Chief Financial Officer

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

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

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

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

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

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____

Authorized Representative

PREMIUM DISCOUNT ENDORSEMENT

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

Schedule

1. <u>State</u>	First	Next	<u>Estimated Eligible Premium</u>	
			Next	Balance
	\$10,000	\$190,000	\$1,550,000	
NEW YORK	0.0%	9.1%	11.3%	12.3%

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

3. Other policies:

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

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

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

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

Policy No. _____ Of the

Carrier Code

Issued to _____ Endorsement No. _____

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

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

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

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

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

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

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

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

Policy No. _____ Of the

Carrier Code

Issued to _____ Endorsement No. _____

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

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

**PART FIVE
PREMIUM**

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

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

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

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

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

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

- Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that 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.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

	Schedule	
State	Rate	Premium
NEW YORK	0.010000	\$42.00

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

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.

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.

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
NEW YORK	0.040000	\$170.00

(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 from the factor shown, when it is calculated.

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

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

Policy No. _____ Of the

Carrier Code

Issued to _____ Endorsement No. _____

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

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

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

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

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

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

Policy No. _____ Of the

Carrier Code

Issued to _____ Endorsement No. _____

Premium

Countersigned at _____ on _____ By: _____

Authorized Representative

**NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
EXPLANATORY ENDORSEMENT**

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

Credits are earned for average wages in excess of \$23.24 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5040	5188	5402	5474	5538	5701	6204		7601	9549
3365	5057	5190	5403	5479	5545	5703	6216	6306	7855	9553
3724	5059	5193	5428	5480	5547	5709	6217	6319	8227	
3726	5069	5213	5429	5491	5606	6003	6229	6325	9526	
3737	5102	5221	5443	5506	5610	6005	6233	6400	9527	
5000	5160	5222	5445	5507	5645	6017	6235	6701	9534	
5022	5183	5223	5462	5508	5648	6018	6251	7536	9539	
5037	5184	5348	5473	5536	5651	6045	6252	7538	9545	

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately four months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing). For policies with effective dates between January 1 and March 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the second calendar year preceding the policy effective date. For policies with effective dates between April 1 and December 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the calendar year preceding the policy effective date. Total payroll (and not limited payroll) is to be reported for employees engaged in the construction of one or two-family residential housing.

Credits are calculated by the New York Compensation Insurance Rating Board. Completed applications can be submitted to: Attention: Audit Division, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017, email: cpap@nycirb.org or via entry on the CPAP online application on the Rating Board's website <http://www.nycirb.org/cpap>.

The application for credit on a renewal policy must be received by the Rating Board three (3) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the renewal policy effective and expiration date, however, it must be accompanied with an explanation from the employer stating the reason for the delay.

Under no circumstances will an original application be accepted for any policy if it is received after the expiration date of the policy to which the credit would have applied, nor will a revised application be accepted if it is received later than one (1) year from the expiration date of the policy to which the credit would have applied.

The New York Workers' Compensation and Employers' Liability Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

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

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

Policy No. _____ Of the _____

Carrier Code _____

Issued to _____

Endorsement No. _____

Premium _____

Countersigned at _____ on _____ By: _____

Authorized Representative

WC 31 03 19 L
(Ed. 01-22)

Policyholder Disputes

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing, and/or other New York Compensation Insurance Rating Board ("Rating Board") rulings or decisions pertaining to this policy. Please refer to the New York Workers' Compensation Policyholder Notice of Right to Appeal process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at:
<http://www.dfs.ny.gov/about/contactus.htm#consumer>
or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

New York Workers' Compensation Policyholder Notice of Right to Appeal Process

An insured, or its representative, (hereafter referred to as "insured") may appeal the application of a rule or procedure contained in the New York Workers Compensation & Employers' Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which make up the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for a review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. The Rating Board will review the request and respond to the parties within sixty (60) days, either granting the parties or their authorized representatives their request or sustaining the Rating Board's original ruling.
2. If not satisfied with the outcome in 1. above, the parties may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and supply any supporting documents. The appropriate Department Vice President or his or her designated representative will preside at the conference.
3. If the dispute is not resolved by the conference, the parties may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reasons for the appeal and the nature of the complaint.

Following the Committee's receipt of the appeal request, the parties will be notified about the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be given for this matter.

After the hearing, the parties will be advised, in writing, of the Underwriting Committee decision on the complaint.

4. If the Underwriting Committee ruling is not satisfactory to either party, then the aggrieved party may request a hearing at the New York State Department of Financial Services to consider the disputed decision.
5. The decision of the New York State Department of Financial Services may be appealed to a court of law, by the parties involved or the Rating Board.

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

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

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

WC 31 06 18 A
(Ed. 05-20)

INSTALLMENT PAYMENT ENDORSEMENT

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

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

Installment Number	Date Due	Amount
01	11/13/2022	\$1,110.00

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

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

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

Policy No. _____ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative