

THE GARDENS AT HERITAGE GREEN CONDO ASS  
800 CALLAWAY CT  
CHATTANOOGA TN 37421-0615

ATTACHED ARE DOCUMENTS FOR THE FOLLOWING NAMED INSURED:

THE GARDENS AT HERITAGE GREEN  
CONDO ASSOC, INC.  
800 CALLAWAY CT  
CHATTANOOGA TN 37421-0615

07-15-19

INSURED COPY



380 Sentry Parkway, P.O. Box 3031, Blue Bell, PA 19422 | T: 888.476.2669 | [www.pmacompanies.com](http://www.pmacompanies.com)

# **Workers Compensation And Employers Liability Insurance Policy**





380 Sentry Parkway, P.O. Box 3031, Blue Bell, PA 19422 | T: 888.476.2669 | [www.pmacompanies.com](http://www.pmacompanies.com)

Dear THE GARDENS AT HERITAGE GREEN CONDO ASSOC, INC.

Thank you for again selecting the PMA Insurance Group as your business partner and placing your insurance with us. We are passionate about servicing your insurance and risk management needs and delivering tangible value to you. Enclosed please find your insurance policy.

We encourage you to continue to access PMA's many available services, programs and resources to help manage your total cost of risk.

In particular, we encourage you to review PMA Websource<sup>®</sup>, our on-line portal of safety and risk management resources, exclusively for PMA Companies' clients. PMA Websource contains practical loss prevention and safety information and solutions. In addition, we invite you to register for PMA Risk Control educational webinars, our one-hour web-based distance learning programs on timely risk management topics. Access PMA Websource at <http://websource.pmagroup.com>.

If you need another copy of the *PMA Welcome Kit* please access it on-line at [www.pmagroup.com](http://www.pmagroup.com), Services, Welcome Kit. If you do not have internet access or encounter any problems, simply call our Customer Service Center at 1-888-4PMANOW (1-888-476-2669) for assistance.

We look forward to continuing to work with you. PMA's unyielding commitment to customer service is designed to help you reduce your risk and control costs. Every PMA employee conducts themselves in accordance with our core values – passion, accountability, execution, professionalism and teamwork.

Thank you for your business. Please feel free to contact us with any questions that you may have.

Sincerely,

PMA Insurance Group



## ***The PMA Privacy Policy***

Insurance companies routinely obtain a variety of information provided by customers, agents and brokers, various claimants, medical providers, and other third parties. It is the policy of the PMA Insurance Group of companies to maintain an appropriate level of confidentiality for all the information we collect by restricting access to that information. We also maintain appropriate physical, electronic, and procedural safeguards to protect such information from unauthorized access.

***The business of insurance requires information.*** Insurance companies cannot effectively provide insurance services unless they are given access to and are able to process different kinds of information. For example, underwriters cannot evaluate individual risks without information regarding the individual insured's loss experience, safety practices and so forth; and claims cannot be administered without information regarding the nature and extent of the damage incurred, including relevant medical information.

Much of the information we obtain is public and not of a personal or sensitive nature. We believe that those who entrust us with nonpublic personal information do so with the reasonable expectation that we will use the information only for the limited purpose for which we obtain it; i.e. for insurance related purposes. We are concerned about protecting the privacy of our customers and the other individuals with whom we interact, and have taken steps to protect the confidentiality of the nonpublic personal information that we obtain.

***Types and sources of information.*** PMA accumulates information from many sources.

- o Customers provide us with information we need as part of the insurance application or evaluation process. We may also request reports from various sources in connection with applications for insurance and/or any renewal of such insurance. The kind of information we collect depends upon the type of policy, but may include such things as automobile motor vehicle reports, loss and claim reports, risk management reports, financial rating reports and property inspections, and other information. We also may receive and verify information from government agencies or independent reporting companies to help us correctly rate and properly underwrite a particular insurance risk.
- o We maintain detailed claim files which contain information about the claim and the claimant, including accident reports, wage information, medical reports bearing on the claim, and evidence relating to the validity or eligibility of the claim. We obtain such information from claimants, their employers, their medical providers, and other generally reliable sources. We cannot administer claims or pay benefits without appropriate access to such information.

Much of the information we obtain is generally accessible or otherwise not nonpublic personal information, and PMA cannot be responsible for preserving the privacy of such information.

***Medical information*** PMA obtains personally identifiable medical information only in connection with underwriting specific insurance policies or administering claims under those policies. We will not use or share with third parties personally identifiable medical information for any purpose other than the underwriting or administration of a policy, claim, account or program, or as otherwise disclosed to the subject when the information is collected, except as may be permitted by applicable law.

***Our use of customer information*** PMA's policy is to limit access to nonpublic personal information to those who need it in order to serve our own and our customers' insurance business needs, to administer claims and to maintain and improve customer service. We do not disclose nonpublic

personal information to third parties except as necessary to conduct business, e.g., processing claims or as permitted or required by law. In particular, we do not buy or sell nonpublic personal information, although we may acquire or transfer such information in connection with the acquisition or sale of companies or books of business.

**Records retention** PMA retains the information it has collected for various periods established by the records retention policies of the Company.

**Who has access to the information** Except as permitted or required by law, we will not disclose nonpublic personal information about a person without that person's consent. We may, without prior permission but only to the extent permitted by law, provide information contained in our records and files to certain persons or organizations which are fundamental to the insurance services we provide, such as:

- o Our customers, and their independent agents or brokers;
- o Our affiliated property and casualty insurance companies;
- o Independent claim adjusters, medical examiners, vocational counselors, attorneys or investigators, when appropriate;
- o Companies that provide insurance related services to or on behalf of PMA, such as claim administration, medical review or treatment, and pharmacy network services;
- o Persons or organizations that conduct research for or on behalf of the insurance industry, including actuarial or underwriting studies;
- o Insurance support or rating organizations or, at our customers' request, other insurers; and
- o To appropriate entities as necessary to prevent fraud or to properly underwrite a risk.

Also, on some occasions, we may be required to share this information:

- o With state insurance departments or other governmental agencies, to the extent required by federal, state or local laws;
- o If ordered by a summons, court order, search warrant or subpoena; or
- o To protect our own legal interests, or in a case of suspected fraud or other illegal activities.

**Notification of changes** This privacy policy statement may be modified from time to time. If we decide to change our privacy policy, we will post those changes on our website. You may wish to visit this page periodically to review the most recent policy statement.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  
INSURANCE POLICY - INFORMATION PAGE

INSURER:  
PENNSYLVANIA MANUFACTURERS  
INDEMNITY COMPANY

POLICY NO: 201901-09-27-71-5Y  
RENEWAL OF: 201801-09-27-71-5Y  
NCCI Company No: 21288  
Account No: 0927715

N.J. Taxpayer Identification No.

ITEM 1. NAMED INSURED AND MAILING ADDRESS:  
THE GARDENS AT HERITAGE GREEN  
CONDO ASSOC, INC.  
800 CALLAWAY CT  
CHATTANOOGA TN 37421-0615

PRODUCER NAME AND ADDRESS:  
COMMUNITY ASSOCIATION  
INSURANCE SOLUTIONS, LLC  
5045 ROBERT J MATTHEWS PKWY STE 100  
EL DORADO HILLS CA 95762-0000

PRODUCER NO.: 2110

LEGAL ENTITY: CORPORATION  
OTHER WORKPLACES NOT SHOWN ABOVE:

(See Extension Of Information Page)

ITEM 2. POLICY PERIOD: From: 09-25-2019 To: 09-25-2020  
Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

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

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	500,000	each accident
Bodily Injury by Disease:	\$	500,000	policy limit
Bodily Injury by Disease:	\$	500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA  
MI MN MS MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD TX UT VT VA  
WV WI

D. This Policy includes these Endorsements and Schedules:  
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit. See Classification Schedule.

Minimum Premium: \$	335	Total Estimated	
Audit Period: ANNUAL		Annual Premium: \$	435

Issued At: 04 PHILADELPHIA  
Date: 07-15-19

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

PENNSYLVANIA MANUFACTURERS  
INDEMNITY COMPANY

Policy Number  
201901-09-27-71-5Y

EXTENSION OF INFORMATION PAGE  
WORKERS COMPENSATION CLASSIFICATION SCHEDULE

State of: **TENNESSEE**

Named Insured **THE GARDENS AT HERITAGE GREEN**

Effective Date: **09-25-2019**  
12:01 A.M., Standard Time  
Agent No. **2110**

Agent Name **COMMUNITY ASSOCIATION**  
**INSURANCE SOLUTIONS, LLC**

Classification of Operation	Code No.	Annual Remuneration	Total Estimated Per \$100 of Remuneration	Estimated Annual Premium
0001-01 THE GARDENS AT HERITAGE GREEN CONDO ASSOC, INC. FEIN # 20-3911013 SIC CODE 6531 NAIC CODE 531311  125-1040 CALLAWAY COURT CHATTANOOGA TN 37421-0000  CONDOMINIUMS, COOPERATIVES OR TIME-SHARES - ALL OTHER EMPLOYEES	9015	IF ANY	1.64 \$	0.00
TOTAL CLASS PREMIUM				
INCREASE LIMITS 1.011	9807		\$	0.00
EMPL MINIMUM DIFFERENCE	9848		\$	0.00
TOTAL SUBJECT PREMIUM			\$	100.00
TOTAL MODIFIED PREMIUM			\$	100.00
POLICY MINIMUM DIFFERENCE	0990		\$	100.00
STANDARD TOTAL			\$	195.00
EXPENSE CONSTANT	0900		\$	295.00
TERRORISM .006	9740		\$	140.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01	9741		\$	0.00
TOTAL ESTIMATED PREMIUM			\$	0.00
FINAL TOTAL			\$	435.00
			\$	435.00
POLICY TOTAL ESTIMATED COST			\$	435.00

Policy Number 201901-09-27-71-5Y

PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY

NCCI Carrier Code 21288

NAME AND LOCATION SCHEDULE

Named Insured THE GARDENS AT HERITAGE GREEN

Effective Date: 09-25-2019

12:01 A.M., Standard Time

Agent Name COMMUNITY ASSOCIATION

Agent No. 2110

State: TENNESSEE

THE GARDENS AT HERITAGE GREEN

CONDO ASSOC, INC.

125-1040 CALLAWAY COURT

CHATTANOOGA TN 37421-0000

Legal Entity: Corporation

FEIN: 20-3911013

SIC Code: 6531

NAIC Code: 531311

# EMP : 1



Policy Number  
201901-09-27-71-5Y

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**PENNSYLVANIA MANUFACTURERS INDEMNITY COMPANY**

Named Insured **THE GARDENS AT HERITAGE GREEN**

Effective Date: **09-25-2019**  
12:01 A.M., Standard Time

Agent Name **COMMUNITY ASSOCIATION**

Agent No. **2110**

**WORKERS COMPENSATION FORMS AND ENDORSEMENTS**

<b>R LETTER</b>		<b>POLICYHOLDER COVER LETTER</b>
<b>PIL 50 16</b>	<b>08-11</b>	<b>PMA PRIVACY NOTICE</b>
<b>WC 00 00 01 A</b>		<b>WC INFORMATION PAGE</b>
<b>WC 89 04 15</b>		<b>WC CLASSIFICATION SCHEDULE</b>
<b>WC 00 00 01 A</b>		<b>SCHEDULE OF LOCATIONS</b>
<b>WC 00 00 00 C</b>	<b>03-16</b>	<b>INSURANCE POLICY</b>
<b>WC 00 03 11 A</b>	<b>08-91</b>	<b>VOLUNTARY COMP AND EMPLOYERS LIAB COVG</b>
<b>WC 00 04 14 A</b>	<b>01-19</b>	<b>90DAY REPORT-NOTIF CHANGE IN OWNERSHIP</b>
<b>WC 00 04 19</b>		<b>PREMIUM DUE DATE ENDORSEMENT</b>
<b>WC 00 04 21 D</b>	<b>01-15</b>	<b>CATASTROPHE (OTHER THAN CERT ACTS) ENDT</b>
<b>WC 00 04 22 B</b>	<b>01-15</b>	<b>TERRORISM RISK PGM REAUTH ACT DISCL ENDT</b>
<b>WC 00 04 24</b>	<b>01-17</b>	<b>AUDIT NONCOMPLIANCE CHARGE ENDT</b>



**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 partnerships employees.
- C. Workers Compensation Law**

Workers Compensation Law means the workers or workmens 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 workmens 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 employees 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 employees 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 employees 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 employees 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 workmens compensation law or other federal occupational disease law, or any amendments to these laws-

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-

9. 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;
10. Fines or penalties imposed for violation of federal or state law- and
11. 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.

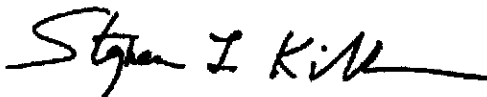
**D. Cancellation**

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.

In Witness Whereof, the COMPANY has caused this policy to be signed by its President, or a Vice-President and Secretary, at Blue Bell, PA.



Secretary



President



OLD REPUBLIC INSURANCE GROUP

**VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

This endorsement adds Voluntary Compensation Insurance to the policy.

**A. How This Insurance Applies**

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

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

**B. We Will Pay**

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

**C. Exclusions**

This insurance does not cover:

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

**D. Before We Pay**

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

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

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

**E. Recovery From Others**

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

**F. Employers Liability Insurance**

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



(Ed. 8-91)

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Schedule

Designated Workers  
Compensation Law  
STATE OF HIRE

State of Employment  
TN

Employees  
VOLUNTARY COMPENSATION FOR ALL  
BOARD MEMBERS AND COMMITTEE  
MEMBERS WORKING ON BEHALF OF  
THE ASSOCIATION IN THEIR  
OFFICIAL CAPACITY.  
ANY VOLUNTEER WORKING ON  
BEHALF OF THE ASSOCIATION VIA  
AN OFFICIAL MOTION OF THE  
BOARD OF DIRECTORS.  
THIS APPLIES TO ACTIVITIES FOR  
WHICH A SPECIFIC LICENSE OR  
TRAINING IS NOT REQUIRED

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**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.

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**WC 00 04 14 A**  
(Ed. 1-19)

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POLICY NUMBER: 201901-09-27-71-5Y

## 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.**

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**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT**

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 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- 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 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.

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

State	Schedule	Rate	Premium
TN		.01	\$ 0

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WC 00 04 21 D  
(Ed. 1-15)

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

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

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

**Definitions**

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

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

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

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

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

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

**Limitation of Liability**

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

**Policyholder Disclosure Notice**

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

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- e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
- f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
- 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	Schedule	Rate	Premium
TN		.006	\$ 0

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WC 00 04 22 B

(Ed. 1-15)

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POLICY NUMBER: 201901-09-27-71-5Y

**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

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

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

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

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

**Note:**

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

**Schedule**

State(s)	Basis of Audit Noncompliance Charge Estimated Annual Premium	Maximum Audit Noncompliance Charge Multiplier Up to two times
TN		

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