

## TEXAS

### NOTICE OF ACCIDENT PREVENTION SERVICES

Pursuant to Texas Labor Code §411.066, The Travelers Companies, Inc. is required to notify its policyholders that accident prevention services are available from The Travelers Companies, Inc. at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. The Travelers Companies, Inc. is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022. If you would like more information, contact The Travelers Companies, Inc. at 214-570-6427 and [lvander2@travelers.com](mailto:lvander2@travelers.com) for accident prevention services or 214-570-6427 and [lvander2@travelers.com](mailto:lvander2@travelers.com) for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If The Travelers Companies, Inc. fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at <http://www.tdi.texas.gov> or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645;

#### Notice To Policy Recipient:

If you are not the person directly responsible for the accident prevention activities for your company in Texas, please direct this notice of accident prevention services to the person directly responsible for accident prevention activities.

# SAFETY SERVICES

**Notice to policy recipient: If you are not the person directly responsible for the accident prevention activities for your company, please direct this Safety Services notice to the person that is directly responsible for them.**

## SAFETY IS OUR CONCERN

Thank you for purchasing your insurance from one of the writing companies owned or managed by The Travelers Companies, Inc. We appreciate your business and welcome the opportunity to be of service.

An important part of that service concerns safety and accident prevention. Travelers Risk Control has an extensive staff of safety and loss prevention professionals assisting customers across the country and around the world. We have one of the largest Risk Control departments in the industry, and our scale allows us to apply the right resource at the right time to meet customer needs.

We have a wide range of industry-specific experience, which includes manufacturing, construction, wholesale and retail businesses, service organizations, technology-related business, the oil and gas industry, the public sector and others.

Following are some examples of available safety services:

**Accident Prevention** - Our staff can help you identify present and potential hazards within your operations, premises and equipment, and recommend solutions for reducing or eliminating these hazards.

**Analysis of Accident Causes** – Our REACT accident investigation program can assist you in determining root causes of accidents and help you prevent recurrences.

**Safety Consultations** - Our consultants can assist you with solutions in specialized areas such as ergonomics, industrial hygiene and fleet safety.

**Industrial Hygiene/Health Services** – Travelers has an AIHA accredited lab to analyze air samples taken by our IH Specialists, or by you, through our Pump Loan program to help you identify potential exposures to occupational illnesses.

**Safety Literature and Digital Media** – Our Risk Control customer website has hundreds of resources including checklists, sample programs, self-assessments, instructional videos and other safety and health related tools.

**Safety Training** - We offer face-to-face classroom courses, as well as distance learning and online training programs on a variety of safety and risk management topics in order to provide flexibility for your safety training needs.

**Return-To-Work Coordination** – We have consultants who specialize in post injury management that can assist you with developing or enhancing a return-to-work program, along with other aspects of our Corridor of Care<sup>SM</sup> post injury process.

**Please note: For ALL loss control assistance requests, please contact your local office directly, which is listed on one of the following pages.**

**These services are available upon request. See the remainder of this document for the Travelers' Risk Control office nearest you. These phone numbers should not be used for questions regarding your policy or claims.**

## SAFETY IS YOUR CONCERN

At Travelers, we are committed to help protect your business. Travelers Risk Control has the experience, resources and capabilities to provide a range of safety services Onsite, Online and On-Demand. As our customer, you have access to hundreds of safety resources that cover an array of safety and risk management topics to help you control hazards and reduce risks of injury or illness. Take advantage of our Risk Control website at [travelers.com/riskcontrol](http://travelers.com/riskcontrol)

Examples of what you will find include:

- Safety checklists, sample programs and self-assessments.
- Safety training offerings including classroom, and online.
- Additional safety products and services through our vendor alliances

These resources can help you improve your workplace safety practices. We like to think of it as protection beyond the policy.

### Contact Us

For more information, please visit [travelers.com/riskcontrol](http://travelers.com/riskcontrol) or contact your local Travelers office.

**The loss of a key employee due to an injury can seriously impact your business. We can help you to understand the types of accidents that may occur in your business and the steps you can take to help prevent them.**

**Please call these numbers**  
**FOR SAFETY SERVICES ONLY**  
**For all other inquiries please contact your agent, underwriter or claim representative**

**ALABAMA**

**Birmingham**

3000 Riverchase Galleria  
Ste. 600  
Birmingham, AL 35244  
Risk Control: 1-800-973-9215  
Claims: 1-800-238-6214

**ALASKA**

**Portland, OR**

4000 SW Kruse Place, Suite 100  
Lake Oswego, OR 97035  
Risk Control: 1-800-973-9215

**ARIZONA**

**Phoenix**

2401 W Peoria Ave., Suite 130  
Phoenix, AZ 85029  
Risk Control: 1-800-973-9215

**ARKANSAS**

**Kansas City, KS**

7465 West 132nd, Suite 400  
Overland Park, KS 66213  
Risk Control: 1-800-973-9215

**CALIFORNIA**

**Diamond Bar**

21688 Gateway Center Drive  
P.O. Box 6512  
Diamond Bar, CA 91765-8512  
Risk Control: 1-800-973-9215  
Claims: (909) 612-3000

**CALIFORNIA**

**Glendale**

655 N. Central Avenue, Suite 1600  
Glendale, CA 91203  
Risk Control: 1-800-973-9215  
Claims: (909) 612-3000

**CALIFORNIA**

**Irvine**

3333 Michelson Dr. City Blvd. W  
Suite 1000  
Irvine, CA 92612  
Risk Control: 1-800-973-9215

**CALIFORNIA**

**Los Angeles**

888 South Figueroa St., Ste. 500  
Los Angeles, CA 90017  
Risk Control: 1-800-973-9215  
Claims: (909) 612-3000

**CALIFORNIA**

**Sacramento**

11070 White Rock Road, Suite 130  
Rancho Cordova, CA 95670  
Risk Control: 1-800-973-9215  
Claims: (800) 727-3995

**CALIFORNIA**

**San Diego**

9325 Sky Park Court, Suite 220  
San Diego, CA 92123  
Risk Control: 1-800-973-9215

**CALIFORNIA**

**Walnut Creek**

401 Lennon Lane, Suite 100  
Walnut Creek, CA 94598  
Risk Control: 1-800-973-9215  
Claims: (800) 842-7354

**COLORADO**

**Denver**

6060 S. Willow Dr. #300  
Greenwood Village, CO 80111  
Risk Control: 1-800-973-9215  
Claims: 720-200-8100

**CONNECTICUT**

**Hartford**

300 Windsor Street  
Hartford, CT 06120  
Risk Control: 1-800-973-9215  
Claims: 1 (877) 828-4110

**DELAWARE**

**Philadelphia, PA**

10 Sentry Parkway, Suite 300  
Blue Bell, PA 19422  
Risk Control: 1-800-973-9215  
Claims: 1-800-368-3562

**DISTRICT OF COLUMBIA**

**Washington, DC**

14200 Park Meadow Dr.  
Chantilly, VA 20151  
Risk Control: 1-800-973-9215  
Claims: 1-800-368-3562

**FLORIDA**

**Orlando**

2420 Lakemont Dr  
Orlando, FL 32814  
Risk Control: 1-800-973-9215  
Claims: 407-388-2400

**GEORGIA**

**Atlanta**

1000 Windward Concourse  
Alpharetta, GA 30005  
Risk Control: 1-800-973-9215  
Claims: 800-238-6214

**HAWAII**

**Irvine, CA**

3333 Michelson Drive City Blvd. W  
Suite 1000  
Irvine, CA 92612  
Risk Control: 1-800-973-9215

**IDAHO**

**Sacramento, CA**

11070 White Rock Rd, Suite 130  
Rancho Cordova, CA 95670  
Risk Control: 1-800-973-9215  
Claim: (800) 727-3995

**ILLINOIS**

**Chicago**

161 N Clark St.  
Suite 900  
Chicago, IL 60601  
Risk Control: 1-800-973-9215  
Claims: 800-842-6172

**ILLINOIS**

**Naperville**

215 Shuman Boulevard  
P.O. Box 3208  
Naperville, IL 60566  
Risk Control: 1-800-973-9215  
Claims: 800-842-6172

**INDIANA**

**Indianapolis**

Suite 300  
280 East 96th Street  
Indianapolis, IN 46240  
Risk Control: 1-800-973-9215  
Claims: 800-238-6210

**IOWA**

**Des Moines**

7101 Vista Dr.  
West Des Moines, IA 50266-9313  
Risk Control: 1-800-973-9215  
Claims: 800-255-5072

**KANSAS**

**Kansas City**

7465 West 132nd, Suite 400  
Overland Park, KS 66213  
Risk Control: 1-800-973-9215

**KENTUCKY**

**Louisville**

Suite 150  
303 N Hurstbourne Pkwy  
Louisville, KY 40222  
Risk Control: 1-800-973-9215  
Claims: 800-238-6210

**LOUISIANA**

**New Orleans**

3838 N. Causeway, Suite 2700  
Metairie, LA 70002  
P.O. Box 61479  
New Orleans, LA 70161-1479  
Risk Control: 1-800-973-9215  
Claims: 800-842-2556

**MAINE**

**Portland, ME**

207 Larrabee Road, Suite 3  
Westbrook, ME 04092  
Risk Control: 1-800-973-9215

**MARYLAND**

**Blue Bell, PA**

10 Sentry Parkway, Suite 300  
Blue Bell, PA 19422  
Risk Control: 1-800-973-9215  
Claims: 1-800-368-3562

**MASSACHUSETTS**

**Boston**

100 Summer Street, Suite 201A  
Boston, MA 02110  
Risk Control: 1-800-973-9215  
Claims: 800-832-7839

**MASSACHUSETTS**

**Hudson**

1 Cabot Road  
Suite 250  
Hudson, MA 01749  
Risk Control: 1-800-973-9215  
Claims: 800-832-7839

**Please call these numbers**  
**FOR SAFETY SERVICES ONLY**  
**For all other inquiries please contact your agent, underwriter or claim representative**

**MASSACHUSETTS****Braintree**

350 Granite Street  
Suite 1201  
Braintree, MA 02184  
Risk Control: 1-800-973-9215  
Claims: 800-832-7839

**MICHIGAN****Grand Rapids**

625 Kenmoor Ave  
Suite 213  
Grand Rapids, MI 49546  
Risk Control: 1-800-973-9215  
Claims: 800-238-6210

**MICHIGAN****Troy**

1441 W. Long Lake Rd., Ste. 300  
Troy, MI 48098  
Risk Control: 1-800-973-9215  
Claims: 800-238-6210

**MINNESOTA****St. Paul**

385 Washington St., MC 104P  
St. Paul, MN 55102  
Risk Control: 1-800-973-9215  
Claims: 800-842-3073

**MISSISSIPPI****Jackson**

1080 River Oaks Dr  
Ste B-200  
Flowood, MS 39232  
Risk Control: 1-800-973-9215  
Claims: 1-800-342-4064

**MISSOURI****St. Louis**

940 West Port Plaza, Suite 270  
St. Louis, MO 63146  
Risk Control: 1-800-973-9215  
Claims: 800-842-9621

**Kansas City**

7465 W 132nd, Suite 400  
Overland Park, KS 66213  
Risk Control: 1-800-973-9215  
Claims: 800-255-5072

**Missouri Workers'  
Compensation Plan (MWCP)**

4801 Main Street, Suite 350  
Kansas City, MO 64112  
Risk Control: 1-800-973-9215

**MONTANA****Sacramento, CA**

11070 White Rock Rd, Suite 130  
Rancho Cordova, CA 95670  
Risk Control: 1-800-973-9215  
Claims: (800) 727-3995

**NEBRASKA****Omaha**

11516 Miracle Hills Dr., St. 400  
Omaha, NE 68154  
Risk Control: 1-800-973-9215  
Claims: 800-255-5072

**NEVADA****Las Vegas**

7450 Arroyo Crossing Pkwy  
Suite 200  
Las Vegas, NV 89113  
Risk Control: 1-800-973-9215  
Claims: 702-479-4200

**NEW HAMPSHIRE****Portland, ME**

207 Larrabee Road, Suite 3  
Westbrook, ME 04092  
Risk Control: 1-800-973-9215

**NEW JERSEY****Morristown**

445 South Street  
Morristown, NJ 07960  
Risk Control: 1-800-973-9215  
Claims: 1-800-842-2475

**NEW JERSEY****Marlton**

Lake Center Exec Park Building 30  
Suite 110  
Marlton, NJ 08053  
Risk Control: 1-800-973-9215  
Claims: 800-842-2475

**NEW MEXICO****Phoenix**

2401 W Peoria Ave., Suite 130  
Phoenix, AZ 85029  
Risk Control: 1-800-973-9215  
Claims: 602-861-8600

**NEW YORK****Albany**

900 Watervliet-Shaker Road  
Albany, NY 12205  
Risk Control: 1-800-973-9215  
Claims: 800-842-2475

**NEW YORK****Buffalo**

60 Lakefront Blvd.  
P.O. Box 242  
Buffalo, NY 14240-0242  
Risk Control: 1-800-973-9215  
Claims: 800-842-2475

**NEW YORK****Melville**

3 Huntington Quadrangle  
Melville, NY 11747  
Risk Control: 1-800-973-9215  
Claims: 800-842-2475

**NEW YORK****New York**

485 Lexington Ave.  
New York, NY 10017-2630  
Risk Control: 1-800-973-9215  
Claims: 1-800-842-2475

**NEW YORK****Rochester**

75 Town Centre Drive  
P.O. Box 23235  
Rochester, NY 14692-3235  
Risk Control: 1-800-973-9215  
Claims: 1-800-842-2475

**NEW YORK****Syracuse**

440 South Warren Street  
P.O. Box 4963  
Syracuse, NY 13221-4963  
Risk Control: 1-800-973-9215  
Claims: 800-842-2475

**NORTH CAROLINA****Charlotte**

11440 Carmel Commons Blvd.  
Suite 400  
Charlotte, NC 28226  
Risk Control: 1-800-973-9215  
Claims: (704) 544-3500

**NORTH CAROLINA****Raleigh**

4504 Emperor Blvd.  
Durham, NC 27703  
Risk Control: 1-800-973-9215  
Claims: (704) 544-3500

**NORTH DAKOTA****St. Paul, MN**

385 Washington St., MC 104P  
St. Paul, MN 55102  
Risk Control: 1-800-973-9215  
Claims: 800-842-3073

**OHIO****Cincinnati**

Baldwin Center, Suite 500  
625 Eden Park Drive  
Cincinnati, OH 45202  
Risk Control: 1-800-973-9215  
Claims: 800-238-6210

**OHIO****Cleveland**

6150 Oak Tree Blvd., Suite 400  
Independence, OH 44131  
Risk Control: 1-800-973-9215  
Claims: 800-238-6210

**OKLAHOMA****Tulsa**

9820 East 41st St., Suite 401  
P.O. Box 3510  
Tulsa, OK 74101  
Risk Control: 1-800-973-9215

**OREGON****Portland**

4000 SW Kruse Way Place,  
Building 1, Suite 255  
Lake Oswego, OR 97035  
Risk Control: 1-800-973-9215  
Claims: 800-698-6883

**PENNSYLVANIA****Philadelphia**

10 Sentry Parkway, Suite 300  
Blue Bell, PA 19422  
Risk Control: 1-800-973-9215  
Claims: 800-832-0606

**PENNSYLVANIA****Pittsburgh**

112 Washington Place, Suite 910  
Pittsburgh, PA 15219  
Risk Control: 1-800-973-9215  
Claims: (412) 338-3000

**Please call these numbers**  
**FOR SAFETY SERVICES ONLY**  
**For all other inquiries please contact your agent, underwriter or claim representative**

**PENNSYLVANIA**

**Reading**

1105 Berkshire Blvd.  
P.O. Box 13426  
Wyomissing, PA 19610  
Risk Control: 1-800-973-9215  
Claims: 800-832-0606

**RHODE ISLAND**

**Braintree**

350 Granite Street  
Suite 1201  
Braintree, MA 02184  
Risk Control: 1-800-973-9215  
Claims: 800-832-7839

**SOUTH CAROLINA**

**Charlotte**

11440 Carmel Commons Blvd.  
P.O. Box 473500  
Charlotte, NC 28247-3500  
Risk Control: 1-800-973-9215  
Claims: 704-544-3500

**SOUTH DAKOTA**

**St. Paul, MN**

385 Washington St.  
St. Paul, MN 55102  
Risk Control: 1-800-973-9215  
Claims: 800-842-3073

**TENNESSEE**

**Franklin**

6640 Carothers Pkwy, Suite 300  
Franklin, TN 37067  
Risk Control: 1-800-973-9215  
Claims: (615) 660-6000

**TEXAS**

**Dallas**

1301 E Collins Blvd., Suite 300  
Richardson, TX 75081  
Risk Control: 1-800-973-9215  
Claims: 214-570-6000

**TEXAS**

**Houston**

4650 Westway Park Blvd., Suite 350  
Houston, TX 77041  
Risk Control: 1-800-973-9215  
Claims: 800-235-3610

**UTAH**

**Denver, CO**

6060 S. Willow Drive#300  
Greenwood Village , CO 80111  
Risk Control: 1-800-973-9215  
Claims: 800-453-3025

**VERMONT**

**Hartford, CT**

300 Windsor Street  
Hartford, CT 06120  
Risk Control: 1-800-973-9215  
Claims: (800) 422-3340

**VIRGINIA**

**Richmond**

9954 Mayland Drive, Suite 6100  
Richmond, VA 23233  
Risk Control: 1-800-973-9215  
Claims: (804) 330-6000

**Washington, DC**

14200 Park Meadow Dr.  
Chantilly, VA 20151  
Risk Control: 1-800-973-9215  
Claims: 800-368-3562

**WASHINGTON**

**Seattle**

1501 4th Avenue, Suite 400  
Seattle, WA 98101  
Risk Control: 1-800-973-9215

**WEST VIRGINIA**

**Charleston, WV**

119 Virginia St. W.  
Charleston, WV 25302  
Risk Control: 1-800-973-9215  
Claims: (443) 353-1000

**WISCONSIN**

**Milwaukee**

13935 Bishops Drive, Suite 200  
Brookfield, WI 53005  
Risk Control: 1-800-973-9215  
Claims: 800-842-6172

**WYOMING**

**Denver, CO**

6060 S. Willow Drive #300  
Greenwood Village, CO 80111  
Risk Control: 1-800-973-9215



**Report Claims Immediately by Calling\***  
**1-800-238-6225**

*Speak directly with a claim professional  
24 hours a day, 365 days a year*

\*Unless Your Policy Requires **Written** Notice or Reporting

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**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

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**A Custom Insurance Policy Prepared for:**

TEXADA INVESTMENT GROUP, LLC  
DBA HSP PAINTING COMPANY  
8863 ANDERSON MILL RD  
AUSTIN TX 78729



ONE TOWER SQUARE  
HARTFORD CT 06183

**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

TYPE v INFORMATION PAGE WC 00 00 01 ( A)

**POLICY NUMBER:** UB-4P087384-20-42-G

**RENEWAL OF** (UB-4P087384-19-42-G)

**INSURER:** THE PHOENIX INSURANCE COMPANY  
A Stock Company

**NCCI CO CODE:** 12610

1.

**INSURED:**

TEXADA INVESTMENT GROUP, LLC  
DBA HSP PAINTING COMPANY  
8863 ANDERSON MILL RD  
AUSTIN, TX 78729

**PRODUCER:**

AUTOMATIC DATA PROC INS  
1 ADP BLVD # 625  
ROSELAND, NJ 07068

Insured is **A LIMITED LIABILITY COMPANY**

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 11-25-20 to 11-25-21 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:  
TX

**B. EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1,000,000 Each Accident  
Bodily Injury by Disease: \$ 1,000,000 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:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI  
MN MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN UT VA VT WI  
WV

**D.** This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

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

**DATE OF ISSUE:** 10-15-20 SD

**OFFICE:** PAYROLL 70A

**PRODUCER:** AUTOMATIC DATA PROC INS XV770



ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 ( A)

POLICY NUMBER: UB-4P087384-20-42-G

CLASSIFICATION SCHEDULE:

CLASSIFICATIONS	CODE NO	PREMIUM BASIS ESTIMATED TOTAL ANNUAL REMUNERATION	RATES PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
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SEE EXTENSION OF INFORMATION PAGE - SCHEDULE(S)

SIC-CODE: 1721 NAICS: 238320

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	STANDARD
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM	\$ 226
PREMIUM DISCOUNT	NONE
0900-42 EXPENSE CONSTANT	160
TERRORISM	13
TOTAL ESTIMATED PREMIUM	399
DEPOSIT AMOUNT DUE	399MP

Minimum Premium: \$ 250

EMPLOYERS LIABILITY MINIMUM: \$150

DATE OF ISSUE: 10-15-20 SD

OFFICE: PAYROLL 70A

PRODUCER: AUTOMATIC DATA PROC INS XV770

COUNTERSIGNED-AGENT





ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 ( A)

POLICY NUMBER: UB-4P087384-20-42-G

INSURER: THE PHOENIX INSURANCE COMPANY

INSURED'S NAME: TEXADA INVESTMENT GROUP, LLC

12610-TX

CLASSIFICATION	CODE	PREMIUM BASIS	RATES	ESTIMATED
		ESTIMATED TOTAL ANNUAL REMUNERATION	PER \$100 OF REMUNERATION	ANNUAL PREMIUM
LOCATION 001				
FEIN 843305117 ENTITY CD 001 00				
TEXADA INVESTMENT GROUP, LLC DBA HSP PAINTING COMPANY				
8863 ANDERSON MILL RD AUSTIN , TX 78729 NAICS: 238320				
PAINTING NOC & D	5474	IF ANY	2.85	0
COLLECTORS, M S-OUTSIDE	8742	62000.00	0.16	99
CLERICAL OFFICE EMPLOYEES NOC	8810	2000.00	0.10	2

TX MANUAL PREMIUM \$ 101

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1.40% EMPL. LIAB. INCREASED LIMITS(9812)	\$	1
ADD FOR INCREASED LIMITS MINIMUM		149
0.900 MERIT MODIFICATION(9885)		-25
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		226
EXPENSE CONSTANT(0900)		160
TERRORISM(9740)		13
TOTAL ESTIMATED PREMIUM		399
TOTAL PREMIUM		399
DEPOSIT AMOUNT DUE		399

POLICY NUMBER: UB-4P087384-20-42-G

**LISTING OF ENDORSEMENTS  
EXTENSION OF INFO PAGE**

We agree that the following listed endorsements form a part of this policy on its effective date.

WC 00 00 01 A - 001	INFORMATION PAGE
WC 00 00 01 A - 001	INFORMATION PAGE 2
WC 00 00 01 A - 001	EXTENSION OF INFORMATION PAGE - SCHEDULE
WC 00 00 01 A - 001	ENDORSEMENT LISTING
WC 00 04 14 A - 001	NOTIFICATION OF CHG IN OWNR ENDT
WC 00 04 22 B - 001	TERRORISM RISK INS PROG REAUTH ACT ENDT
WC 42 03 01 J - 001	TEXAS AMENDATORY ENDORSEMENT
WC 42 04 07 00 - 001	TX AUDIT PREMIUM & RETRO PREM 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.

**IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and Secretary at Hartford, Connecticut and countersigned on the Information page by a duly authorized agent of the company.**

*Secretary*

*President*



**POLICY NUMBER: UB-4P087384-20-42-G**

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

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

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

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

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

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

Endorsement Effective  
Insured

Policy No.

EndorsementNo.  
Premium

Insurance Company

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

POLICY NUMBER: UB-4P087384-20-42-G

## **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.

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- 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.
  - 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.

**Schedule**

State	Rate	Premium
-------	------	---------

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

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

Endorsement Effective  
 Insured

Policy No.

Endorsement No.  
 Premium \$

Insurance Company

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

## **TEXAS AMENDATORY ENDORSEMENT**

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

### **GENERAL SECTION**

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

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

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

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

### **PART ONE – WORKERS COMPENSATION INSURANCE**

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

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

F. **Payments You Must Make**

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

H. **Statutory Provisions**

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

### **PART TWO – EMPLOYERS LIABILITY INSURANCE**

C. **Exclusions**

Sections 2 and 3 are amended to add:

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

Section 6 is amended to read:

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada.

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

D. **We Will Defend**

This Section is amended by deleting the last sentence.

### **PART FOUR – YOUR DUTIES IF INJURY OCCURS**

Number 6 of this part is amended to read:

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

### **PART FIVE – PREMIUM**

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

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

**POLICY NUMBER:** UB-4P087384-20-42-G

**C. Remuneration**

Number 2 is amended to read:

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

**E. Final Premium**

Number 2 is amended to read:

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

**PART SIX – CONDITIONS**

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

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

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

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

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

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

Add the following to the policy:

**PART SEVEN – OUR DUTY TO YOU FOR CLAIM NOTIFICATION**

**A. Claims Notification**

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

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

**COMPLAINT NOTICE:**

**DISPUTE RESOLUTION SERVICES**

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

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

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

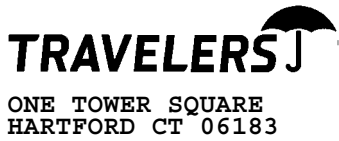
NCCI can assist in the resolution of a dispute regarding your policy that is related to any of the following matters:

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

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

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

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



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 42 03 01 ( J)**

**POLICY NUMBER: UB-4P087384-20-42-G**

**VIOLATIONS OF LAW:**

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

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

**Online:** tdi.texas.gov

**Email:** ConsumerProtection@tdi.texas.gov

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

**CLAIM COMPLAINT:**

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

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

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

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

DATE OF ISSUE: 10-15-20

ST ASSIGN:

POLICY NUMBER: UB-4P087384-20-42-G

**TEXAS—AUDIT PREMIUM AND  
RETROSPECTIVE PREMIUM ENDORSEMENT**

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

**PART FIVE—PREMIUM**

**D. Premium Payments**

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

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

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

Endorsement Effective	Policy No.	Endorsement No.
Insured		Premium \$
Insurance Company	Countersigned by _____	



## **IMPORTANT NOTICE – WORKPLACE NOTICE FOR FIRST RESPONDERS – TEXAS**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

In accordance with 28 TAC §276.5, concerning Employer's Notification of Ombudsman Program and First Responder Liaison to Employees, employers who employ first responders or supervise volunteer first responders must post a copy of the 'Office of Injured Employee Counsel Notice Regarding First Responder Liaison To Assist In Workers' Compensation Disputes'.

This notice informs first responders of a designated Office of Injured Employee Counsel (OIEC) first responder liaison. The definition of "first responder" can be found in Texas Labor Code §504.055.

The text of the 'Office of Injured Employee Counsel Notice Regarding First Responder Liaison To Assist In Workers' Compensation Disputes' notice must be as provided by the OIEC without any additional words or changes. It must be posted in the personnel office and in the workplace where employees or volunteers are likely to read the notice on a regular basis. The notice shall be printed with a title in at least 15 point bold type and text in at least 14 point normal type, in English and Spanish or in English and any other language common to the employer's affected employee population.

A copy of the 'Office of Injured Employee Counsel Notice Regarding First Responder Liaison To Assist In Workers' Compensation Disputes' notice may be obtained by:

- 1) Downloading the form on the OIEC's website at:  
<https://www.sos.texas.gov/texreg/archive/December292017/tables-and-graphics/201705062-2.pdf>
- Or:
- 2) Requesting the notice by calling the first responder liaison office directly at (512) 804-4173.

## **IMPORTANT NOTICE – COPYRIGHT**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

The National Council on Compensation Insurance and certain state workers compensation bureaus require a copyright notice on policy forms that contain their copyrighted material. This Important Notice addresses this copyright notice requirement for any policy form included in this policy that does not separately contain a copyright notice.

For all policy forms other than the workers compensation bureau forms of the states identified below:

Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.

© 1983-2020 National Council on Compensation Insurance, Inc. All Rights Reserved

For the workers compensation bureau policy forms of the following states:

**DELAWARE:**

© 2020 Delaware Compensation Rating Bureau

**MICHIGAN:**

Includes copyright material of the National Council on Compensation Insurance, Inc. and the Michigan Workers' Compensation Placement Facility, used with their permission.

**MINNESOTA:**

© 1992-2020 Minnesota Workers' Compensation Insurers Association, Inc. All Rights Reserved.

**NEW JERSEY:**

© Compensation Rating and Inspection Bureau

**NEW YORK:**

© 1987-2020 New York Compensation Insurance Rating Board

**PENNSYLVANIA:**

© 2020 Pennsylvania Compensation Rating Bureau

## **IMPORTANT NOTICE – NEW, UNCOLLECTED OR UNCONTEMPLATED SURCHARGES**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

The insurer is responsible for the collection of any surcharge related to the policy premium in accordance with state laws or regulations. While surcharges are commonly known at the time of policy issuance, there are instances when a state amends existing, or institutes new, surcharge rates after policy issuance. The insured is responsible to reimburse the insurer when billed for the amount of any surcharge.

## **Have a workers' compensation complaint or need help?**

Contact your insurance company, if you have a question or problem about your premium or a claim:

### **Travelers**

**Call: Consumer Affairs at 1-860-954-2382**

**Toll-free: 1-866-894-0687**

Online: [www.Travelers.com](http://www.Travelers.com)

Email: [COMPLAINTS@travelers.com](mailto:COMPLAINTS@travelers.com)

Mail: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

### **For problems with your policy**

If your problem with the premium is not resolved, contact the National Council on Compensation Insurance, Dispute Resolution Services:

Mail: 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362

Fax: 561-893-5043

Email: [regulatoryoperations@ncci.com](mailto:regulatoryoperations@ncci.com)

Phone: 1-800-622-4123

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

Call: 1-800-252-3439

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

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

Mail: MC 111-1A, P.O. Box 149091, Austin, Texas 78714-9091

### **For employees with claim issues**

If one of your employees has a problem with a claim, contact the Texas Department of Insurance, Division of Workers' Compensation, Compliance and Investigations:

Mail: MS-8, 7551 Metro Center Drive, Suite 100, Austin, TX 78744

Fax: 512-490-1030

Email: [DWC-ComplianceReview@tdi.texas.gov](mailto:DWC-ComplianceReview@tdi.texas.gov)

Phone: 1-800-252-7031

## ¿Tiene una queja de compensación para trabajadores o necesita ayuda?

Comuníquese con su compañía de seguros si tiene una pregunta o problema relacionado con su prima de seguro o con una reclamación:

### **Travelers**

**Llame a: Consumer Affairs at 1-860-954-2382**

**Teléfono gratuito: 1-866-894-0687**

En Línea: [www.Travelers.com](http://www.Travelers.com)

Correo electrónico: [COMPLAINTS@travelers.com](mailto:COMPLAINTS@travelers.com)

Dirección postal: Attn: Consumer Affairs, One Tower Square, Hartford, CT 06183

### **Para problemas con su póliza:**

Si su problema con la prima de seguro no es resuelto, comuníquese con el Consejo Nacional de Seguros de Compensación (National Council on Compensation Insurance, por su nombre en inglés). Servicios para la Resolución de Disputas:

Correo postal: 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362

Fax: 561-893-5043

Correo electrónico: [regulatoryoperations@ncci.com](mailto:regulatoryoperations@ncci.com)

Teléfono: 1-800-622-4123

Si usted piensa que ha habido una violación a la ley, la cual está relacionada con su póliza de compensación para trabajadores, presente una queja ante el Departamento de Seguros de Texas:

Llame al: 1-800-252-3439

En línea: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Correo postal: MC 111-1A, P.O. Box 149091, Austin, Texas 78714-9091

### **Para empleados que tienen problemas con sus reclamaciones**

Si uno de sus empleados tiene un problema con una reclamación, comuníquese con la Sección de Cumplimiento e Investigaciones (Compliance and Investigations, por su nombre en inglés) del Departamento de Seguros de Texas, División de Compensación para Trabajadores (Texas Department of Insurance, Division of Workers' Compensation, por su nombre en inglés).

Correo postal: MS-8, 7551 Metro Center Drive, Suite 100, Austin, TX 78744

Fax: 512-490-1030

Correo electrónico: [DWC-ComplianceReview@tdi.texas.gov](mailto:DWC-ComplianceReview@tdi.texas.gov)

Teléfono: 1-800-252-7031

## **IMPORTANT**

### **Policy Audit Information**

Dear Policyholder:

This policy is issued with an estimated premium based upon information provided through your Producer. This premium is subject to adjustment at the end of the policy period. At that time, you may receive a request for information in the mail or a premium auditor may contact you to review the necessary records. The information developed is needed to determine the final earned premium for this policy.

#### **Record Maintenance**

In order to facilitate audit service, it is necessary to maintain proper records and have them available at the proper time. Based on the nature of your business, some of the following data will be necessary to complete the audit:

1. General Ledger, Financial Statements
2. Payroll Records, Time Books, State Unemployment Returns, FICA Returns, Individual Earnings Records-Monthly totals separated by type of work and overtime.
3. Cash Receipts, Sales Journal
4. Cash Disbursements Journal - Including subcontractors. casual labor and material costs.
5. Certificates of Insurance

#### **IMPORTANT COVERAGE NOTE:**

If you utilize subcontractors whose legal status is that of sole proprietor/partner, we may charge premium for these persons as provided under Part 5 of the policy contract even though certificates of insurance may exist. Please contact your producer if you have any questions regarding your Workers' Compensation coverage needs.

#### **Work in Other States**

Please advise your Producer if employees are hired for work in states other than those listed in Item 3. of your policy. This will enable your producer to consider your need for coverage in accordance with state laws.

We appreciate the opportunity to serve you. If you have any questions about the enclosed policy or any insurance matters please contact your producer or your Company representative.

## IMPORTANT NOTICE –

### PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2015

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

The Terrorism Risk Insurance Act of 2002 (TRIA), as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the Federal Government will share in insured losses caused by certain acts of terrorism. Unless the United States Congress takes action to extend it, TRIA will expire on December 31, 2020.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, subject to the policy's terms, definitions, exclusions and conditions. This coverage includes workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage.

**The premium charge for the coverage that your policy provides for terrorism losses is shown on the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement that is included in your policy. In the event of TRIA's expiration, this premium amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, subject to regulatory review in accordance with applicable state law.**

No action regarding this notice is required on your part at this time. If you have any questions about this notice, please contact your Travelers representative.



## **ALASKA**

### **NOTICE TO INSURED**

Dear Policyholder:

This is to notify you that your Workers' Compensation and Employers Liability policy does not provide Other States Coverage for the State of Alaska.

If you have operations or start up an operation in Alaska, and it is not listed in Item 3A of the Information Page, you or your agent must notify us and request that this state be covered under your policy.

With receipt of your request for coverage, we will extend the policy to include this state.

Your Agent can provide you with necessary information and will assist you in obtaining coverage for this state.





## PRIVACY NOTICE

### PRIVACY POLICY

Thank you for selecting **THE TRAVELERS INSURANCE COMPANIES** as your workers compensation insurer. At **THE TRAVELERS INSURANCE COMPANIES** a subsidiary of Travelers, we recognize that privacy is important to you. That is why we are committed to protecting your privacy through the adoption of the following privacy principles:

#### Collection Of Information

We collect, retain, and use information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, only where we believe that it will help or is necessary to provide you products and services or otherwise conduct our business. We collect nonpublic personal financial information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, from the following sources:

- information we receive from you or through your agent or broker on applications or other forms;
- information we receive from or about you in the process of adjusting claims;
- information about your other transactions, including risk control and other consulting services, with us, our affiliates or other third parties;
- information about your coverages and loss activity with other carriers; and
- information we receive from a consumer reporting agency.

Such information includes identifying information such as policyholder, participant, beneficiary or claimant name, address, and social security number; financial information such as income, payment history, or credit history; and, under certain circumstances, health information such as information about an illness, disability, or injury. It could also include information on claims with other insurance companies and us and the condition and maintenance of your property.

#### Disclosure Of Information

We usually do not disclose nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, without your consent. However, in some circumstances we may disclose information to others without your prior authorization. The most common disclosures are to the following persons:

- our affiliated property and casualty insurance companies;
- state insurance departments, for their regulation of our business;
- other government authorities;
- our agents and brokers as necessary to conduct our business;
- organizations that perform underwriting and claims investigations;
- another insurance company to which you have applied for a policy or submitted a claim;
- insurance support agencies, law enforcement agencies and our reinsurers; and
- any other third party, as permitted or required by law.

**Most importantly, THE TRAVELERS INSURANCE COMPANIES does not and will not disclose or sell nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to anyone for marketing purposes.**

**Confidentiality And Security**

We restrict access to nonpublic personal information about you, or about participants, beneficiaries or claimants under your workers compensation coverage, to those who need it to serve your insurance needs and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your nonpublic personal information.

**Disclosure and Protection of Former Customers' Information**

We may disclose all the personal information we have collected, as described above. However, even if you no longer have a customer relationship with us, we will continue to follow our privacy policies and practices to protect your information.

**Changes In Privacy Policy**

We may choose to modify our policy regarding the treatment of personal information at any time. Before we do so, we will notify you and provide an updated privacy notice.

## **IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION**

**NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.**

For information about how Travelers compensates independent agents and brokers, please visit [www.travelers.com](http://www.travelers.com), call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

# ATTENTION

**The enclosed Posting Notices must be displayed in a prominent location in the workplace. It is your responsibility to distribute the applicable Posting Notice(s) to each of your locations and to notify each location that it must post these notices, and keep them posted, in a conspicuous location frequented by your employees.**

**Posting Notices for the states of Missouri, New Mexico and Texas (Spanish Version) are provided on two separate forms, which must be connected to create one large notice to be posted.**

**Please contact us at [wcppn@travelers.com](mailto:wcppn@travelers.com) for assistance in completing the healthcare provider information on Posting Notices for Georgia, Pennsylvania, Tennessee and Virginia.**

**While carriers are required to provide Posting Notices in AZ, AR, CA, DC, FL, ID, KS, KY, MO, and NY, Travelers is providing Posting Notices to you for all states\* covered under your policy as a courtesy. All such Posting Notices remain subject to state regulation and are subject to change at any time. For states in which Travelers is providing you with Posting Notices as a courtesy, Travelers assumes no obligation to provide you with revised notice(s) if a state changes its Posting Notice during the current policy term.**

**If you need additional copies of any Posting Notice, please contact your agent.**

\* Excluding: DE, GU, IA, NE, ND, OH, PR, SD, VI, WA, WI and WY. The following states do not require posting notices: DE, GU, IA, NE, SD, and WI. The state of OR will provide the posting notice directly. The following are monopolistic states – there are no posting notices for employers' liability: ND, OH, PR, VI, WA and WY.

# NOTICE TO EMPLOYEES CONCERNING WORKERS' COMPENSATION IN TEXAS

TEXADA INVESTMENT GROUP, LLC  
DBA HSP PAINTING COMPANY

**COVERAGE:** [ ] has workers' compensation insurance coverage from [ THE TRAVELERS INSURANCE COMPANIES ].

In the event of work-related injury or occupational disease. This coverage is effective from [ 1.1-25-20 ]. Any injuries or occupational diseases which occur on or after that will be handled by [ THE TRAVELERS INSURANCE COMPANIES ]

An employee or a person acting on the employee's behalf must notify the employer of an injury or occupational disease not later than the 30th day after the date on which the injury occurs or the date the employee knew or should have known of an occupational disease, unless the Texas Department of Insurance, Division of Workers' Compensation (Division) determines that good cause existed for failure to provide timely notice. Your employer is required to provide you with coverage information, in writing, when you are hired or whenever the employer becomes, or ceases to be, covered by workers' compensation insurance.

**EMPLOYEE ASSISTANCE:** The Division provides free information about how to file a workers' compensation claim. Division staff will answer any questions you may have about workers' compensation and process any requests for dispute resolution of a claim. You can obtain this assistance by contacting your local Division field office or by calling 1-800-252-7031. The Office of Injured Employee Counsel (OIEC) also provides free assistance to injured employees and will explain your rights and responsibilities under the Workers' Compensation Act. You can obtain OIEC's assistance by contacting an OIEC customer service representative in your local Division field office or by calling 1-866-EZE-OIEC (1-866-393-6432).

**SAFETY VIOLATIONS HOTLINE:** The Division has a 24 hour toll-free telephone number for reporting unsafe conditions in the workplace that may violate occupational health and safety laws. Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the Division at 1-800-452-9595.

## **COVERED EMPLOYER**

Texas Workers' Compensation Rule 110.101(e)(1) requires employers who are covered by workers' compensation through a commercial insurance company to advise their employees that they do have workers' compensation insurance coverage and to advise their employees of the Texas Department of Insurance, Division of Workers' Compensation's toll-free number to obtain additional information about their workers' compensation rights.

Notices in English, Spanish and any other language common to the employer's employee population must be posted and:

1. Prominently displayed in the employer's personnel office, if any;
2. Located about the workplace in such a way that each employee is likely to see the notice on a regular basis;
3. Printed with a title in at least 26 point bold type, subject in at least 18 point bold type, and text in at least 16 point normal type; and
4. Contain the exact words as prescribed in Rule 110.101(e)(1).

The notice on the reverse side meets the above requirements. Failure to post or to provide notice as required in the rule is a violation of the Act and Division rules. The violator may be subject to administrative penalties.

**Do Not Post This Side**

# AVISO A LOS EMPLEADOS SOBRE LA COMPENSACIÓN PARA TRABAJADORES EN TEXAS

TEXADA INVESTMENT GROUP, LLC  
DBA HSP PAINTING COMPANY

**COBERTURA:** [ ] tiene cobertura de seguros de compensación para trabajadores con [ THE TRAVELLERS INSURANCE COMPANIES ] para protegerle en caso de una lesión o enfermedad ocupacional relacionada con el trabajo. Esta cobertura está vigente desde [ 11-25-20 ] Cualquier lesión o enfermedad ocupacional que ocurra en o después de esta fecha será manejada por [ THE TRAVELERS INSURANCE COMPANIES ].

Un empleado o una persona que actúe en nombre del empleado, debe notificar al empleador sobre una lesión o una enfermedad ocupacional a no más tardar de treinta (30) días, a partir de la fecha en que ocurrió la lesión o en la fecha en la que el empleado se enteró o debería de haberse enterado de la enfermedad ocupacional, al menos que el Departamento de Seguros de Texas, División de Compensación para Trabajadores (Texas Department of Insurance, Division of Workers' Compensation – TDI-DWC, por su nombre y siglas en inglés) (División) determine que existió una buena causa para que no se haya notificado al empleador dentro del tiempo señalado. Su empleador tiene la obligación de proporcionarle a usted información por escrito sobre la cobertura cuando usted es contratado o cuando su empleador quiere o deja de tener una cobertura de seguro de compensación para trabajadores.

**ASISTENCIA AL EMPLEADO:** La División proporciona información gratuita sobre cómo presentar una reclamación de compensación para trabajadores. El personal de la División contestará cualquier pregunta que usted pueda tener sobre la compensación para trabajadores y procesará cualquier solicitud de resolución de disputas relacionada con una reclamación. Usted puede obtener este tipo de asistencia comunicándose con su oficina local de la División o llamando al teléfono 1-800-252-7031. La Oficina de Asesoría Pública para el Empleado Lesionado (Office of Injured Employee Counsel – OIEC, por su nombre y siglas en inglés) también ofrece asistencia gratuita a los empleados lesionados y ellos le explicarán cuáles son sus derechos y responsabilidades bajo la Ley de Compensación para Trabajadores. Usted puede obtener la asistencia de OIEC comunicándose con un representante de servicio al cliente de OIEC en su oficina local de la División o llamando al 1-866-EZE-OIEC (1-866-393-6432).





**LÍNEA DIRECTA PARA REPORTAR VIOLACIONES DE SEGURIDAD:** La División cuenta con una línea gratuita telefónica que está en servicio las 24 horas del día para reportar condiciones inseguras en el área de trabajo que podrían violar las leyes ocupacionales de salud y seguridad. La ley prohíbe que los empleadores suspendan, despidan o discriminen en contra de cualquier empleado porque él o ella de buena fe reporta una alegada violación ocupacional de salud o seguridad. Comuníquese con la División al teléfono 1-800-452-9595.

## **EMPLEADOR CON COBERTURA**

El Reglamento 110.101 (e)(1) de Compensación para Trabajadores de Texas requiere que los empleadores que cuentan con una cobertura de compensación para trabajadores mediante una compañía de seguros comercial notifiquen a sus empleados que ellos cuentan con una cobertura de seguro de compensación para trabajadores e informen a sus empleados sobre el número de la línea telefónica gratuita del Departamento de Seguros de Texas, División de Compensación para Trabajadores para obtener información adicional sobre sus derechos de compensación para trabajadores.

Avisos en inglés, español y cualquier otro idioma común para la población de los trabajadores del empleador deben ser puestos a la vista y:

1. Mostrarse en un lugar prominente de la oficina de personal del empleador, si es que la hay;
2. Ubicar este aviso en el área de trabajo de tal manera que los empleados lo vean regularmente;
3. El título debe ser impreso en tamaño 26, en letra negrita de punto, el tema debe ser impreso en tamaño 18, en letra negrita de punto, y el texto, por lo menos en tamaño 16 en letra negrita de punto normal; y
4. Contener las palabras exactas según lo señalado en el Reglamento 110.101 (e)(1).

El aviso que se muestra al reverso de esta página cumple con los requisitos que se han señalado en la parte de arriba. El negarse a mostrar o proporcionar esta información, según lo requerido en el reglamento es una falta a la ley y a los reglamentos de la División. El infractor podría estar sujeto a sanciones administrativas.

**NO MOSTRAR ESTE LADO**

# **NOTICE TO EMPLOYEES CONCERNING ASSISTANCE AVAILABLE IN THE WORKERS' COMPENSATION SYSTEM FROM THE OFFICE OF INJURED EMPLOYEE COUNSEL**

Have you been injured on the job? As an injured employee in Texas, you have the right to free assistance from the Office of Injured Employee Counsel (OIEC). OIEC is the state agency that assists unrepresented injured employees with their claim in the workers' compensation system.

You can contact OIEC by calling its toll-free telephone number: 1-866-393-6432. More information about OIEC and its Ombudsman Program is available at the agency's website ([www.oiec.texas.gov](http://www.oiec.texas.gov)).

## **OMBUDSMAN PROGRAM**

**WHAT IS AN OMBUDSMAN?** An Ombudsman is an employee of OIEC who can assist you if you have a dispute with your employer's insurance carrier. An Ombudsman's assistance is free of charge. Each Ombudsman has a workers' compensation adjuster's license and has completed a comprehensive training program designed specifically to assist you with your dispute.

An Ombudsman can help you identify and develop the disputed issues in your case and attempt to resolve them. If the issues cannot be resolved, the Ombudsman can help you request a dispute resolution proceeding at the Texas Department of Insurance, Division of Workers' Compensation. Once a proceeding is scheduled an Ombudsman can:

- Help you prepare for the proceeding (Benefit Review Conference and/or Contested Case Hearing);
- Attend the proceeding with you and communicate on your behalf; and
- Assist you with an appeal or a response to an insurance carrier's appeal, if necessary.

Figure 28 TAC §276.5( c ) – April 2018

# **AVISO PARA LOS EMPLEADOS SOBRE LA ASISTENCIA DISPONIBLE EN EL SISTEMA DE COMPENSACIÓN PARA TRABAJADORES POR PARTE DE LA OFICINA DE ASESORÍA PÚBLICA PARA EL EMPLEADO LESIONADO**

¿Se ha lesionado en el trabajo? Como empleado lesionado en Texas, usted tiene derecho a recibir asistencia gratuita por parte de la Oficina de Asesoría Pública para el Empleado Lesionado (Office of Injured Employee Counsel – OIEC, por su nombre y siglas en inglés ). OIEC es la agencia estatal que ayuda a los empleados que no cuentan con representación legal con sus reclamaciones en el sistema de compensación para trabajadores.

Usted puede comunicarse con OIEC llamando a su número de teléfono no gratuito: 1-866-393-6432. Más información sobre OIEC y sobre el Programa de Ombudsman se encuentra disponible en el sitio web de la agencia ([www.oiec.texas.gov](http://www.oiec.texas.gov)).

## **PROGRAMA DE OMBUDSMAN**

**¿QUÉ ES UN OMBUDSMAN?** Un Ombudsman es un empleado de OIEC que puede asistir si usted tiene una disputa con la aseguradora de su empleador. La asistencia por parte de un Ombudsman es gratuita. Cada Ombudsman cuenta con una licencia de ajustador de compensación para trabajadores y ha completado un extenso programa de capacitación, el cual ha sido diseñado específicamente para asistirle a usted con su disputa.

Un Ombudsman puede ayudarle a identificar y desarrollar los asuntos en disputa en su caso e intentar resolverlos. Si los asuntos no pueden ser resueltos, el Ombudsman puede ayudarle a solicitar un procedimiento de resolución de disputas ante el Departamento de Seguros de Texas, División de Compensación para Trabajadores (Texas Department of Insurance, Division of Workers' Compensation). Una vez que el procedimiento ha sido programado, el Ombudsman puede:

- Ayudarle a prepararse para el procedimiento (Conferencia para Revisión de Beneficios [Benefit Review Conference, por su nombre en inglés ] y/o Audiencia para Disputar Beneficios [Contested Case Hearing, por su nombre en inglés] );
- Asistir al procedimiento con usted y hablar en su nombre; y
- Ayudarle con una apelación o con una respuesta a la apelación de una aseguradora, si es necesario.

Titulo 28 Código Administrativo de Texas §276.5(c) – Abril 2018