



**MID-CENTURY INSURANCE COMPANY**  
**12998** (A Stock Insurance Company herein Called the Company)  
 Members of the Farmers Insurance Group of Companies  
 Home Office: 6301 Owensmouth Avenue Woodland Hills CA 91367

**Workers Compensation Information Page**

When you pay the premium due, it is agreed that the policy is renewed for the policy period stated below, subject to all its terms and conditions. If you do not wish to renew this policy, please notify our office in writing before the renewal date to avoid the annual minimum premium charge.

1. Named Insured Mailing Address  
 WILDWOOD HOMEOWNERS  
 ASSOCIATION  
 4540 FLORIN ROAD, SUITE E253  
 SACRAMENTO CA 958232536

Legal Entity:  Individual  Partnership  Corporation  
 Other ASSOCIATION

<u>20 21</u>	<u>B0945-59-12</u>	<u>21</u>
Policy Year	Policy No.	
<u>PBIBO</u>	<u>B0945-59-12</u>	<u>20</u>
Issuing Office	Renewal of Policy No.	
<u>877-411-4249</u>	<u>F004488141-001-00001</u>	
Issuing Office Telephone No.	Account Number	
<u>95-39-21L</u>		
Agent No.	Risk Identification No.	
Identification No.	Unemployment Account No.	
<u>ON FILE</u>		
Federal Identification No.	Federal Identification No.	

Other workplaces not shown above: 4540 FLORIN ROAD, SUITE E253  
SACRAMENTO CA 95823

2. Policy Period: From 10/08/21 to 10/08/22 12:01 a.m. Standard Time at the insured's mailing address.

3. A. Workers' Compensation Insurance: Part One of this policy applies to the Workers' Compensation Law of the states listed here: CA

B. Employer's Liability Insurance: Part Two of this policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 1,000,000 each accident  
 Bodily Injury by Disease \$ 1,000,000 each employee  
 Bodily Injury by Disease \$ 1,000,000 policy limit

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here: All states except No. Dakota, Ohio, Washington and Wyoming, and states designated in item 3.A. of the Information Page

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

\$ <u>0.00</u>	Total Deposit Premium
\$ <u>SEE INVOICE</u>	Prior Year's Deposit
\$ <u>SEE INVOICE</u>	<b>Other Credits</b>
\$ <u>SEE INVOICE</u>	<b>Balance Due</b>

Classification of Operations	Code No.	Premium Basis Estimated Total Annual Remuneration	Rates Per \$100 of Remu- neration	Estimated Annual Premium <small>*see Additional Fee Information below</small>
SEE CLASSIFICATION OF OPERATIONS SCHEDULE Your Workers' Compensation premium may be subject to midterm adjustment, for the unexpired term of your policy, because the Insurance Commissioner of California has the authority to disapprove rates.				
<b>This Is Not An Invoice</b>				

Minimum Premium \$ <u>550.00</u>	Total Estimated Annual Premium	\$ <u>569.00</u>
	Expense Constant	\$ <u>250.00</u>
	(Included in Total Estimated Annual Premium)	

Agent: RICHARD RUSSO  
 Agent Phone: 916-791-1901

Countersigned \_\_\_\_\_  
 Authorized Representative

This policy includes these endorsements and schedules:

WC040360A	WC040601A	25-2320ED3	PN049902B	51-0666	25-2937	25-2425	25-3066
25-3063	WC040002	WC000000C	56-5285ED7	56-5933	25-7200	WC040336A	WC040421
25-9186	25-9230ED3	WC040301D	S9029B	PN049908	25-9200ED2	PN049901H	WC000422C
WC040604	25-9586ED1						

**Additional Fee Information**

The following additional fees apply on an account level basis. This means that if you have several policies on one account, these fees apply to the account, not each of the policies on it.

- An **installment fee** will be assessed on every billing statement and will be included in the minimum amount due. However, if you choose to pay the entire account balance in full upon receipt of the first installment, the fee will be waived. Another way to have the entire installment fee waived is for an account to be signed up for paperless statement delivery method and also scheduled for recurring Electronic Funds Transfer (EFT) payments. Below is a breakdown of installment fees for Non-EFT accounts and for accounts that get paper statements (EFT and Non-EFT).

State	Installment Fee	
	Non-EFT Fee	Paper Statement Delivery Fee
California	\$6.00	Not applicable

- A **returned payment fee** applies per check, electronic transaction or other remittance which is not honored by your financial institution for any reason including but not limited to insufficient funds or a closed account. *NOTE: If the returned payment is in response to a Notice of Cancellation, coverage still cancels on the cancellation effective date set forth in the notice.*

State	Returned Payment Fee
California	\$30.00

- A **late fee** will be assessed on each Notice of Cancellation that is issued and will be included in the minimum amount due.

State	Late Fee
California	\$20.00

The following applies on a per-policy basis.

- If a policy is eligible and is reinstated, a **reinstatement fee** of \$25.00 will be assessed.

One or more of the fees or charges described above may be deemed a part of premium under applicable state law.

Classification of Operations(Continued)		Premium Basis	Rates	
STATE: CA	Code No.	Estimated Total Annual Remuneration	Per \$100 of Remuneration	Estimated Annual Premium
*****				
ENTITY 001 LOC 001 4540 FLORIN ROAD, CLERICAL OFFICE EMPLOYEES -- N.O.C. MODIFIED RATE *	8810 (01)	60,179	.4700 * .3303	283.00
HOMEOWNERS ASSOCIATIONS - AND HOUSING COOPERATIVES - N.O.C. MODIFIED RATE *	9066 (01)	0	7.6200 * 5.3555	0.00
* MODIFIED RATE (AFTER APPLICATION OF ANY MODIFIERS/DISCOUNTS INDICATED BELOW				
COMPANY RATING PLAN MOD			0.7809	62.00-
WC / BOP DISCOUNT			0.1000	22.00-
CLASS BALANCE TO MINIMUM			0.0990	101.00
TERRORISM - 9740			0.032	19.00
EXPENSE CONSTANT				250.00
WC ADMIN REVOLVING FUND ASSESSMENT / USER FUNDING			0.02264600	13.00
WC FRAUD ACCOUNT ASSESSMENT			0.00473400	3.00
CALIF INSURANCE GUARANTEE ASSOC ASSESSMENT			0.00000000	0.00
UNINSURED EMPLOYERS BENEFIT TRUST FUND ASSESSMENT			0.00077500	0.00
SUBSEQUENT INJURIES BENEFITS TRUST			0.00657900	4.00
OCCUPATIONAL SAFETY & HEALTH FUNDS			0.00258400	1.00
LABOR ENFORCEMENT & COMPLIANCE FUND			0.00227200	1.00
ANNUAL PREMIUM FOR STATE: CA				569.00

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Classification of Operations (Continued)

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## **Sign And Submit Forms Online With eSign**

With eSign, you can sign your policy documents electronically and send them to us with just a few clicks. Its the convenient, secure way to submit forms that require your signature. Once this feature is added to your policy, any signature forms listed in your policy declarations with an asterisk (\*) will be sent to you via eSign. Future changes to your policy will automatically process via eSign, if eligible.

If you havent signed up for eSign yet, contact your Farmers<sup>®</sup> agent today to get started.



Dear Farmers® Customer,

Thank you for choosing Farmers for your Business Insurance needs.

In today's business environment, we understand that your business needs may change during the year. For example, you may acquire new equipment, adjust your staffing, add a new location, create electronic ordering and/or billing for your customers or begin offering new services.

**These changes may require updated insurance coverage for your business.**

Farmers and its agents want to help make you smarter about your insurance. To do that, we offer special services at no additional cost to you to help you ensure your business has the coverage it needs.

For example:

- Your agent will be happy to schedule a Farmers Friendly Review® with you. During this review, your agent can talk to you about available insurance discounts, potential coverage gaps, and new products that may be available to you. In addition, if there have been changes in your business since your last policy review, your premium may be eligible for additional pricing consideration.
- MysafetyPoint.com makes safety and loss control information available that may help you avoid workplace injuries and other losses.

To access this information, log onto [www.mysafetypoint.com](http://www.mysafetypoint.com), then register with your policy number and email address to find safety and loss control information that is specific to your type of business.

**ENCLOSED YOU WILL FIND YOUR POLICY DOCUMENTS. PLEASE REVIEW YOUR COVERAGES TO ENSURE THEY MEET YOUR NEEDS.**

If you have any questions, please contact your Farmers agent.

**RICHARD RUSSO**

**Email: [rrusso@farmersagent.com](mailto:rrusso@farmersagent.com)**

**916-791-1901**

**EXTENSION OF INFORMATION PAGE**

Schedule of Named Insured

ITEM 1

POLICY NO. B0945-59-12

**Named Insured**

**FEIN**

**ASSOCIATION**

**ON FILE**

# Loss Control Consultation Services



California law (Labor Code Section 6534.5) requires workers compensation insurers to maintain and provide occupational safety and health loss control consultation services to insured policyholder places of employment that may pose hazards. We are committed to helping California employers provide safe and healthy workplaces for their employees through loss control services appropriate to their individual businesses. This notice is provided to you as a policyholder and describes our loss control consultation services which are available upon request at **no additional cost to you.**

## Workplace Survey

We can conduct a survey of your premises to identify safety and health hazards and existing physical and management controls of those hazards, which have the potential to affect the frequency and severity of workplace injuries and illnesses. When uncontrolled hazards are noted, we will provide you with written recommendations for improvement. Included in the on-site survey is an evaluation of your loss control management program including discussions with management and where appropriate, non-management personnel with permission of the employer.

## Review Of Injury Records

We can assist you through analysis of employee accidents and previous loss experience in identifying underlying accident causes. A review of loss records with the appropriate personnel can help you identify those factors most related to the specific loss you have experienced.

## Development of Plan

We can assist you in developing a comprehensive safety and health program to help minimize workplace accidents, including where appropriate, modifications to your Section 3203 Employer Injury and Illness Prevention Program if needed to address concerns in the plan to improve your loss control experience.

## Loss Prevention Services

Loss control services are available to assist you in your loss prevention efforts. We can provide you with materials for your safety program including employee pamphlets on safe work practices, and record keeping forms. In addition, some of the services we offer as part of our Loss Control Consultative Service Program are described below.

Emergency Preparedness	Exposure Analysis and Control
Employee Selection	Fall Management Program
Supervisor Training	Ergonomics
Material Handling	Customized Training and Consulting
Job Site Inspections	Safety and Health Program Development

To obtain these services, call 1-800-531-0450 or write:

Farmers Business Insurance  
MySafetyPoint-Loss Control Services  
6303 Owensmouth Avenue, Suite 300  
Woodland Hills, CA 91367

In addition, please visit our website, [www.MySafetyPoint.com](http://www.MySafetyPoint.com), for technical bulletins, streaming safety videos, links to loss prevention sites and solution providers.

Workers compensation insurance policyholders may direct questions or complaints about the insurer's loss control consultation service by contacting: State of California, Department of Industrial Relations, Loss Control Services Coordinator, The Commission on Health, Safety & Workers Compensation, 1515 Clay Street, Suite 901, Oakland, CA 94612, (510) 622-3959





Date: JULY 29, 2021

Dear Workers Compensation Customer,

Thank you for selecting the Farmers Insurance Group of Companies for your Workers Compensation Insurance coverage. We are happy to have you as a customer and to service your business needs.

The premium shown on the information page, schedule of operations, and endorsements is an estimate. An independent auditor may contact you to review your accounting records or we may request completion of a Policy Holder Report. We do so to ensure a fair premium is paid by each insured, based on the actual payroll exposure for the time the policy was in force. If a physical audit is made of your accounting records, the auditor will review the following areas.

- Verify the policy has been properly classified according to the types of job duties your employees perform.
- Determine actual payroll assigned to each classification based on individual job duties of each employee. Payroll and overtime must be segregated by classification.
- Review your records for proper treatment of tips and overtime based upon the laws of the states listed in your policy.
- Review of subcontracted payroll to others. Please obtain a Certificate of Workers Compensation Insurance from each subcontractor for any work performed. This will prevent unnecessary confusion and additional premium charges when the policy is finalized. If no certificates are available for review at the time of the audit, subcontracted payroll will be included in the premium basis.

If a Policy Holder Report is sent to you for completion of payroll information, we will request a copy of your federal or state payroll reporting forms or other payroll sources to verify the payroll reported.

If you would like more information concerning your Workers Compensation policy, your Farmers Agent will be happy to assist you.

Mid Century Insurance Company  
Truck Insurance Exchange  
Farmers Insurance Exchange  
Fire Insurance Exchange

# Farmers Workers' Compensation



## Report All Injuries Immediately

... and use our Preferred Provider Organization of industrial clinics, medical specialists, and hospitals wherever possible. These medical providers are committed to giving excellent treatment as well as managing costs.

## Classification and Rates

... are adopted and approved by the insurance regulatory authorities in the state in which the policy is written. A state-approved rating bureau receives a copy of your policy and checks to see that the proper classifications and rates for your business have been applied.

## Premium

... is based on payroll. Multiply payroll by rate to determine premium due. The premium set at the time the policy is issued is an estimate. Your final premium will be based on actual employee gross pay. Any difference between the estimated premium paid and the actual premium charge will either be billed or refunded to you.

If a deposit premium was paid it will be retained by the company but will be returned when the insurance relationship ends, provided the earned premium due the company has been paid.

## Reporting Your Payroll

You will periodically be sent a form for reporting payroll by classification. Complete the forms when due and return with your premium payment. Failure to report payroll or pay premium may result in cancellation.

It is essential to keep your payroll segregated accurately by classification. If you do not, the law requires us to apply the highest rated classification to the total payroll. Coverage as applies to partners, executive officers, etc. is to be included in payroll unless we have a signed exclusion endorsement.

If you elect Farmers RealTime Billing<sup>SM</sup>, please note that you must complete registration on our billing platform within 7 calendar days. A condition of Farmers RealTime Billing is the timely submission of payroll reports. Payroll reports must be submitted for every reporting period, regardless of payroll volume. Failure to complete registration and/or submit timely payroll reports will prevent Farmers RealTime Billing from collecting the required premium due and the policy will be subject to cancellation for nonpayment of premium.

Farmers RealTime Billing requires a completed Automated Clearing House ("ACH") authorization in order to process payments. Failure to provide the required ACH authorization or to properly fund your account for the ACH premium payment drafts will result in the policy being subject to cancellation for nonpayment of premium.

## Auditing

State laws and the policy conditions provide we examine and audit your books or records as they apply to this insurance. We do so to ensure a fair premium is paid by each customer, neither too high nor too low, based on the actual exposure. The auditor will:

1. Verify the policy has been properly classified, according to the types of job duties your employees perform.
2. Determine the actual payroll assigned to each classification based on the individual jobs of each employee. Payroll and overtime must be segregated by classification.
3. If your policy covers operations of a restaurant, exclude tips in your accounting records. Otherwise they will be added to the payroll.

## Subcontractors

If you use subcontractors, insist that they provide you with a Certificate of Workers' Compensation Insurance before they begin work. These certificates must be on file at the time of the audit. Otherwise, the Subcontractors will be covered under your policy and you must report their payroll and pay the premium.

**Texas Only:** If the subcontractors meet the definition of independent contractors, they can be excluded from coverage if you and your independent contractors file the appropriate forms with the TDI and Farmers Insurance Group.

## **Changes**

Notify your Agent of the following changes as we must inform the appropriate rating bureau:

Business Location  
Mailing Address

Classification  
Transfer of Ownership

## **Loss Control**

If you have a safety concern, we have a professional staff of Loss control Consultants who stand ready to help you conduct a personalized hazard identification survey of your business operation and assist you in creating a safety program. Let your Agent know if you would like them to contact you.

## **If an Injury Occurs**

Report all injuries immediately regardless of severity.

Report of death must be made within 24 hours.

A Report of Injury form should be completed immediately (but not more than 5 days after notice of the injury) and sent to your Farmers Claims Department.

## **Report Signs of a Fraudulent Claim**

As Farmers takes an active role in preventing fraud through our anti-fraud division, it is important that you report claims immediately. This allows us to promptly provide benefits in legitimate cases and begin investigations where appropriate. If you have any doubts about a claim, call and discuss them with your Farmers Workers' Compensation Claims Offices as soon as possible.

**Note:** The information in this form is not part of the policy contract. Contact your Farmers' agent if you have any questions.

## **Attention \*Action Required\***

Dear Customer,

Thank you for choosing Farmers<sup>®</sup> for your Workers Compensation needs. We appreciate your business.

- ▶ **PLEASE NOTE: YOUR STATE MAY REQUIRE THAT CERTAIN FORMS AND/OR NOTICES BE POSTED IN THE WORKPLACE.**
- ▶ **IF YOU DO NOT POST THE FORMS/NOTICES, YOU COULD BE SUBJECT TO FINES LEVIED BY THE STATE.**

In order to obtain your state mandated workers compensation forms and information regarding how to report a claim, please proceed to the MySafetyPoint website at [www.mysafetypoint.com](http://www.mysafetypoint.com).

1. Register
2. Click on Reference Links
3. Click on "Claims Forms and Posting Notices"
4. Follow the instructions for your state

*These forms/notices are provided to you free of charge in order to help you comply with state requirements for posting of notices regarding workers' compensation insurance.*

In addition to providing you with your state-mandated forms and notices, *MySafetyPoint* will give you access to a wealth of safety and loss control information which may help you avoid workplace injuries and other losses.

Thank you for your business. If you have any questions, please contact your Farmers agent.



## **INTRODUCING FARMERS REALTIME BILLING<sup>SM</sup>**

We are pleased to announce that you may qualify for Farmers RealTime Billing<sup>SM</sup> - a new billing program for our Workers' Compensation policies! This program integrates your payroll with your Workers' Compensation policy in a simple and cost-effective process. It provides a Pay-As-You-Go solution that links your payroll directly to your Workers' Compensation premiums and takes the guesswork out of estimating annual payrolls. Premiums are billed on the basis of your actual payroll checks. Your payroll may be reported by your payroll provider and the premium is collected per pay period, which may improve your business' cash flow and can reduce your exposure to potential large audit balances due at the end of the policy's term. This payment solution also eliminates having to make a substantial down payment to start a policy.

### **Farmers RealTime Billing benefits include:**

- **Premiums billed based on your payroll**
- **Helps minimize final premium audit adjustments**
- **Can maximize and stabilize your business' cash flow**
- **Removes installment fees and monthly checks**

### **Questions? Contact your Farmer<sup>®</sup> agent**

To find out if you qualify for Farmers RealTime Billing or if you have any questions, please contact your Farmers agent.

We look forward to continuing to serve your business needs.

Farmers Insurance Group<sup>®</sup>



# Privacy Policy

This notice describes our privacy policies and procedures in safeguarding information about customers and former customers that obtain financial products or services for personal, family or household purposes. **Please note that if state law is more protective of an individual's privacy than federal privacy law, we will protect information in accordance with state law while also meeting federal requirements.**

## Information We Collect

We may collect the following categories of information for the purposes identified below. Please note that the examples are not an exhaustive list and may fall into multiple categories. Categories and specific pieces of information collected may vary depending on the nature of your relationship with us.

Category	Purpose of Use	What may be included in this category	Some examples
Internal	Authenticate your identity; create, maintain and secure your account with us; maintain your preferences.	Knowledge and Belief, Authenticating, Preference	Passwords, PIN, mothers maiden name, individual interests
Historical	Complete a transaction or provide a service for which the personal information was collected; conduct analytics and modeling.	Personal history	Past claims, prior insurance carriers, prior addresses, medical history, criminal history
Financial	Process your billing; make payments; complete a transaction or provide a service for which the personal information was collected.	Account, Ownership, Transactional, Credit	Credit card number, bank account, records of real or personal property, credit, income, loan records, taxes
External	Identify information to verify you; complete a transaction or provide a service for which the personal information was collected; deliver product offerings that may be relevant to you; conduct analytics.	Identifying, Ethnicity, Gender, Demographic, Medical and Health, Physical Characteristics	Name, username, government issued identification, social security number, gender, browsing behavior, age range, income bracket, physical and mental health, medical records
Social	Establish your communication preferences; complete a transaction or provide a service for which the personal information was collected; process your policy, account or claim.	Professional, Criminal, Public Life, Family, Social Network, Communication	Job titles, work history, school attended, convictions, charges, marital and family status, email, telephone recordings
Tracking	Contact you; provide relevant information; provide a location-based product or service requested by you; conduct analytics.	Computer or Mobile Device, Contact, Location	IP Address, geolocation, email address, physical address, telephone number, country

We collect certain information ("nonpublic personal information") about you and the members of your household ("you") from the following sources:

- Information you provide on applications or other forms, such as your social security number, assets, income, and property information;

- Information about your transactions with us, our affiliates or others, such as your policy coverage, premiums, and payment history;
- Information from your visits to the websites we operate, use of our mobile sites and applications, use of our social media sites, and interaction with our online advertisements;
- Information we receive from consumer reporting agencies or insurance support organizations, such as motor vehicle records, credit report information and insurance claims history; and
- If you obtain a life, long-term care or disability product, information we receive from you, medical professionals who have provided care to you and insurance support organizations, regarding your health.

## How We Protect Your Information

Our customers are our most valued assets. Protecting your privacy is important to us. We restrict access to personal information to those individuals, such as our employees and agents, who provide you with our products and services. We require individuals with access to your information to protect it and keep it confidential. We maintain physical, electronic, and procedural safeguards that comply with applicable regulatory standards to guard your nonpublic personal information. We do not disclose any nonpublic personal information about you except as described in this notice or as otherwise required or permitted by applicable law.

## Information We Disclose

We may disclose the nonpublic personal information we collect about you, as described above, to our affiliates, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements, and to other third parties, all as permitted by law and for our everyday business purposes, such as to process your transactions and maintain your accounts and insurance policies. Many employers, benefit plans or plan sponsors restrict the information that can be shared about their employees or members by companies that provide them with products or services. If you have a relationship with Farmers or one of its affiliates as a result of products or services provided through an employer, benefit plan or plan sponsor, we will follow the privacy restrictions of that organization.

We are permitted to disclose personal health information:

- (1) to process your transaction with us, for instance, to determine eligibility for coverage, to process claims or to prevent fraud;
- (2) with your written authorization; and
- (3) otherwise as permitted by law.

When you are no longer our customer, we continue to share your information as described in this notice.

## Sharing Information with Affiliates

The Farmers Insurance Group<sup>®</sup> of Companies includes affiliates that offer a variety of financial products and services in addition to insurance. Sharing information enables our affiliates to offer you a more complete range of products and services.

We may disclose nonpublic personal information, as described above in Information We Collect, as permitted by law to our affiliates, which include:

- Financial service providers such as insurance companies and reciprocals, investment companies, underwriters and brokers/dealers.
- Non-financial service providers, such as data processors, billing companies and vendors that provide marketing services for us.

We are permitted by law to share with our affiliates information about our transactions and experiences with you. In addition, we may share with our affiliates consumer report information, such as information from credit reports and certain application information, received from you and from third parties, such as consumer reporting agencies and insurance support organizations.

## **IMPORTANT PRIVACY CHOICES**

You have choices about the sharing of some information with certain parties. These choices may differ based on the particular affiliate(s) with which you do business.

For 21 Century customers: We are offering you an Opt-Out opportunity which is included with your policy documents. If you prefer that we not share your consumer report information with Farmers you may opt-out of such disclosures that is, you may direct us not to make those disclosures other than as otherwise permitted by law. You may do so by following the procedure explained in the Opt-Out Form. You may opt-out only by returning the Opt-Out Form. We will implement your request within a reasonable time. If it is your decision not to opt-out and to allow sharing of your information with the Farmers affiliates, you do not need respond in any way.

For Bristol West customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may use the Opt-Out form included with your policy documents. Please verify that your Bristol West policy number is listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. We will implement your request within a reasonable time after we receive it. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy. If it is your decision not to opt-out and to allow sharing of your information with our affiliates, you do not need to request an Opt-Out or respond to us in any way.

For Farmers customers: If you prefer that we not share consumer report information with our affiliates, except as otherwise permitted by law, you may request an Opt-Out Form by calling toll free, 1-800-327-6377, (please have all of your policy numbers available when requesting Opt-Out Forms). A form will be mailed to your attention. Please verify that all of your Farmers policy numbers are listed. If not, please add the policy numbers on the form and mail to the return address printed on the form. Any policyholder may opt-out on behalf of other joint policyholders. An opt-out by any joint policyholder will be deemed to be an opt-out by all policyholders of the policy issued by the affiliates listed on the Farmers Privacy Notice. We will implement your request within a reasonable time after we receive the form.

If you decide not to opt-out or if you have previously submitted a request to opt-out on each of your policies, no further action is required.

Additionally, under the California Consumer Privacy Act (CCPA), California residents have the right to opt out of the sale of personal information to certain third parties. Although we do not currently share personal information in a manner that would be considered a sale under CCPA, you may still submit a request to opt out by calling us at 1-855-327-6548 or submitting a request through our CCPA Web Form at <https://www.farmers.com/california-consumer-privacy/>.

## **Modifications to our Privacy Policy**

We reserve the right to change our privacy practices in the future, which may include sharing nonpublic personal information about you with other nonaffiliated third parties. Before we make any changes, we will provide you with a revised privacy notice and give you the opportunity to opt-out of, or, if applicable, to opt-in to that type of information sharing.

## **Website and Mobile Privacy Policy**

Our Enterprise Privacy Statement includes our website and mobile privacy policies which provides additional information about website and mobile application use. Please review those notices if you transmit personal information to us over the Internet through our websites and/or mobile applications.

## **Recipients of this Notice**

While any policyholder may request a copy of this notice, we are providing this notice to the named policyholder residing at the mailing address to which we send your policy information. If there is more than one policyholder on a policy, only the named policyholder will receive this notice. You may receive more than one copy of this notice if you have more than one policy with us. You also may receive notices from affiliates, other than those listed below.

## **More Information about these Laws?**

This notice is required by applicable federal and state law. For more information, please contact us.



## Signed

Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, Mid-Century Insurance Company, Farmers Insurance Company, Inc. (A Kansas Corp.), Farmers Insurance Company of Arizona, Farmers Insurance Company of Idaho, Farmers Insurance Company of Oregon, Farmers Insurance Company of Washington, Farmers Insurance of Columbus, Inc., Farmers Insurance Hawaii, Inc., Farmers New Century Insurance Company, Farmers Services Insurance Agency, Farmers Specialty Insurance Company, Farmers Texas County Mutual Insurance Company, Farmers Financial Solutions, LLC (a member of FINRA and SIPC)\*, FFS Holding, LLC, Illinois Farmers Insurance Company, Mid-Century Insurance Company of Texas, Texas Farmers Insurance Company, Civic Property and Casualty Company, Exact Property and Casualty Company, Neighborhood Spirit Property and Casualty Company, American Federation Insurance Company, 21st Century Advantage Company, 21st Century Assurance Company, 21st Century Auto Insurance Company of New Jersey, 21st Century Casualty Company, 21st Century Centennial Insurance Company, 21st Century Indemnity Insurance Company, 21st Century Insurance & Financial Services, Inc., 21st Century Insurance Company, 21st Century Insurance Company of Southwest, 21st Century North America Insurance Company, 21st Century Pacific Insurance Company, 21st Century Premier Insurance Company, 21st Century Superior Insurance Company, Hawaii Insurance Consultants Ltd., American Pacific Insurance Company, Inc., Bristol West Casualty Insurance Company, Bristol West Holdings, Inc., Bristol West Insurance Company, Bristol West Insurance Services of California, Inc., Bristol West Insurance Services, Inc. of Florida, Bristol West Preferred Insurance Company, BWIS of Nevada, Inc., Coast National Holding Company, Coast National Insurance Company, Foremost County Mutual Insurance Company, Foremost Insurance Company Grand Rapids, Michigan, Foremost Lloyds of Texas, Foremost Property and Casualty Insurance Company, Foremost Signature Insurance Company, and Security National Insurance Company (Bristol West Specialty Insurance Company in TX).

The above is a list of the affiliates on whose behalf this privacy notice is being provided. It is not a comprehensive list of all affiliates of the companies comprising the Farmers Insurance Group of Companies.

\*For more background information on Farmers Financial Solutions, LLC (FFS) or its registered representatives/Agents, visit FINRA's BrokerCheck at [www.finrabrokercheck.com](http://www.finrabrokercheck.com) or call the BrokerCheck toll free hotline at (800) 289-9999. You may obtain information about the Securities Investor Protection Program (SIPC) including the SIPC brochure by contacting SIPC at (202) 371-8300 or via the internet at [www.sipc.org](http://www.sipc.org). FFS is registered with the US Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB website is accessible at [www.msrb.org](http://www.msrb.org) and includes an Investor Brochure that describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority.

# Workers' Compensation and Employers Liability Insurance Policy

**The contractual obligations  
of this policy are assumed  
only by the issuing Company  
named in the Information  
Page**

Farmers Insurance Group of Companies<sup>®</sup>  
4680 Wilshire Boulevard  
Los Angeles, California 90010

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**Important:** This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself on the following pages for actual contractual provisions.

**Please Read Your Workers Compensation And Employers Liability Policy Carefully.**

## **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 you 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;
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 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 that 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 obligated 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 conflicts with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with that 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 cancelation.

**CALIFORNIA CANCELATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information Page. The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

**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 for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Failure to comply with Federal or State safety orders;
  - h. Failure to comply with written recommendations of our designated loss control representatives;
  - i. The occurrence of a material change in the ownership of your business;
  - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 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. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.

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 Number:

Endorsement Number:

Insured:

Insurance Company:

Premium: \$

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

# California State Assessment And Surcharge



Dear Valued Customer,

The State of California requires all insurance companies providing Workers' Compensation insurance in the state to charge User Fee, Fraud Investigation and Trust Fund assessments on all policies. This money is then remitted to the State and used to support the Administration of the Workers' Compensation laws.

Each assessment is displayed in the policy declaration page(s) together with the rate being charged and the estimated charges.



**ADDITIONAL CONDITIONS**

Applicable only if this policy is issued by the Truck Insurance Exchange, Farmers Insurance Exchange or Mid-Century Insurance Company.

**RECIPROCAL PROVISIONS**

As used in these provisions the term "Underwriters Associations" means the Truck Underwriters Association or the Farmers Underwriters Association respectively, attorney-in-fact for the Insurance Exchange issuing the policy.

This policy is made and issued in consideration of your premium payment to us. It is also issued in consideration of the information you gave to us during the application process, some of which is set out in the policy Information Page, and in consideration of the Subscription Agreement, which is provided to you and is incorporated herein by reference. You acknowledge that you have read, understood and agree to all the terms and conditions of the Subscription Agreement. Among other things, the Subscription Agreement appoints your Attorney-in-Fact, authorizes your Attorney-in-Fact to execute interinsurance policies between you and other subscribers and to perform various functions, and addresses compensation of the Attorney-in-Fact.

Nothing in this policy is intended, or shall be construed, to create either:

- a. A partnership or mutual insurance association, or
- b. Any joint liability.

We may sue or be sued in our own name, as though we were an individual, if necessary to enforce any claims which arise under this policy. In any suit against us, service of process shall be upon the Underwriters Association, Attorney-in-Fact.

Membership fees which you pay are not part of the premium. They are fully earned when you are granted membership and coverage is effective. They are not returnable. However, they may be applied as a credit to membership fees required of you for other insurance which we agree to write.

We hold the Annual Meeting of the members of the Truck Insurance Exchange at our Home Office at Los Angeles, California, on the first Tuesday following the first Monday following the 15th day of March of each year at 1:00 p.m. If this policy is issued by the Farmers Insurance Exchange such meeting is held at the same place on the first Monday following the 15th of March of each year at 2:00 p.m. The Board of Governors may elect to change the time and place of the meeting. If they do so, you will be mailed a written or printed notice at your last known address at least ten days before such a time. Otherwise, no notice will be sent to you.

The Board of Governors shall be chosen by subscribers from among yourselves. This will take place at the annual meeting or at any special meeting which is held for that purpose. The Board of Governors shall have full power and authority to establish such rules and regulations for our management as are not inconsistent with the subscribers' agreements.

Your premium for this policy and all payment made for its continuance shall be payable to us at our Home Office or such location named by us in your premium notice. The funds which you pay shall be placed to your credit on our records. They will be applied to the payment of your proportion of losses and expenses and to the establishment of reserves and general surplus. The Board of Governors or its Executive Committee has the authority to deposit, withdraw, invest and reinvest such funds. You agree that any amount which the Board of Governors allocates to our surplus fund may be retained by us. Also, after provision is made for all of our liabilities, it may be applied to any purpose deemed proper and advantageous to you and other policyholders.

This policy is nonassessable.

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**SPECIAL PROVISIONS**

(Applicable only if this policy is issued by Mid-Century Insurance Company.)

Policy fees which you pay are not part of the premium. They are fully earned when the policy is issued. They are not returnable. However, they may be applied as a credit to policy fees required of you for other insurance which we agree to write.

---

This policy shall not be effective unless countersigned on the Information Page by a duly authorized representative of the Company named on the Information Page.

The Company named on the Information Page has caused this policy to be signed by the officers shown below.

**TRUCK INSURANCE EXCHANGE**

by Truck Underwriters Association, Attorney-in-Fact

**FARMERS INSURANCE EXCHANGE**

by Farmers Underwriters Association, Attorney-in-Fact

**MID-CENTURY INSURANCE COMPANY**

Secretary

President

This policy shall not be effective unless countersigned on the Information Page by a duly authorized representative of the Company named on the Information Page.

The Company named on the Information Page has caused this policy to be signed by the Officers shown below.

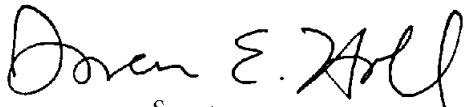
**TRUCK INSURANCE EXCHANGE**

by Truck Underwriters Association  
Attorney-in-Fact

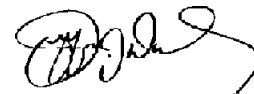
**MID-CENTURY INSURANCE COMPANY**

**FARMERS INSURANCE EXCHANGE**

by Farmers Underwriters Association  
Attorney-in-Fact



Secretary



President

**NOTICE**

1. DO NOT FAIL TO NOTIFY THE HOME OFFICE OF THE COMPANY AT LOS ANGELES, CALIFORNIA, OR ITS DULY AUTHORIZED BRANCH CLAIMS OFFICE OF EVERY ACCIDENT, HOWEVER SLIGHT, IMMEDIATELY UPON ITS OCCURRENCE.
2. DO NOT DELAY SENDING IN NOTICE BECAUSE YOU ARE UNABLE TO GIVE ALL THE INFORMATION DESIRED. SEND A COMPLETED NOTICE LATER.

**POLICYHOLDER NOTICE**  
**CALIFORNIA ASSEMBLY BILL NO. 5, INDEPENDENT CONTRACTORS**

**Summary of Assembly Bill No. 5 (AB 5)**

For the purposes of wages, workers compensation and other benefits, AB 5 creates a presumption that an entity's workers are employees unless the hiring entity can show that the worker meets three conditions, known as the ABC Test. With respect to workers compensation, AB 5 goes into effect on **July 1, 2020** and applies to policies issued on or after **July 1, 2020**, as well as policies in force as of **July 1, 2020**.

The bill adds Section 2750.3 to the California Labor Code, which provides in pertinent part:

**2750.3.**

(a)(1) For purposes of the provisions of this code and the Unemployment Insurance Code, and for the wage orders of the Industrial Welfare Commission, a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:

(A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.

(B) The person performs work that is outside the usual course of the hiring entity's business.

(C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

(2) Notwithstanding paragraph (1), any exceptions to the terms employee, employer, employ, or independent contractor, and any extensions of employer status or liability, that are expressly made by a provision of this code, the Unemployment Insurance Code, or in an applicable order of the Industrial Welfare Commission, including, but not limited to, the definition of employee in subdivision 2(E) of Wage Order No. 2, shall remain in effect for the purposes set forth therein.

(3) If a court of law rules that the three-part test in paragraph (1) cannot be applied to a particular context based on grounds other than an express exception to employment status as provided under paragraph (2), then the determination of employee or independent contractor status in that context shall instead be governed by the California Supreme Court's decision in *S.G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d 341.

AB 5 also provides an extensive list of occupations that are exempt from the application of Section 2750.3(a)(1). These exemptions are subject to revision. In addition, AB 5 amends Section 3351 of the California Labor Code and Sections 606.5 and 621 of the Unemployment Insurance Code. The pertinent sections of the California Labor Code and Unemployment Insurance Code may be accessed at <http://leginfo.legislature.ca.gov>. You may also access the California Labor & Workforce Development Agency webpage at <https://www.labor.ca.gov/employmentstatus/> for more information.

This notice does not change the policy to which it is attached.



**POLICYHOLDER NOTICE**  
**YOUR RIGHT TO RATING AND DIVIDEND INFORMATION**

**I. Information Available to You**

**A. Information Available from Us - MID-CENTURY INSURANCE COMPANY**

- (1) General questions regarding your policy should be directed to the **Farmers® Insurance Group** Customer Service Office:

**Woodland Hills Business Insurance Center**  
**6303 Owensmouth Avenue**  
**Woodland Hills, CA 91367-2361**  
**Telephone: 877-411-4249**  
**Fax: 855-866-6875**  
**Email Address: [business.customerservice@farmersinsurance.com](mailto:business.customerservice@farmersinsurance.com)**  
**Website: [Farmers.com](http://Farmers.com)**

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

**B. Information Available from the Workers' Compensation Insurance Rating Bureau of California**

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan-1995* (USRP) and the *California Workers' Compensation Experience Rating Plan-1995* (ERP). WCIRB contact information is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at [wcirb.com](http://wcirb.com).
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at [wcirb.com/ratesheet](http://wcirb.com/ratesheet). The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

**II. Dispute Process**

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

**A. Our Dispute Resolution Process.**

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

**Woodland Hills Business Insurance Center**  
**6303 Owensmouth Avenue**  
**Woodland Hills, CA 91367-2361**  
**Telephone: 877-411-4249**  
**Fax: 855-866-6875**  
**Email Address: [business.customerservice@farmersinsurance.com](mailto:business.customerservice@farmersinsurance.com)**  
**Website: [Farmers.com](http://Farmers.com)**

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email).

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Complaints and Reconsideration. The WCIRB's contact information is 888.229.2472 (phone), 415.371.5204 (fax) and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email).

- C. California Department of Insurance- Appeals to the Insurance Commissioner.** After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau  
California Department of Insurance  
1901 Harrison Street, 3rd Floor  
Oakland, CA 94612  
415.538.4243

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

**III. Resources Available to You in Obtaining Information and Pursuing Disputes**

- A. Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415.778.7159 (phone), 415.371.5288 (fax) and [ombudsman@wcirb.com](mailto:ombudsman@wcirb.com) (email).
- B. California Department of Insurance - Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800.927.HELP (4357) or [insurance.ca.gov](http://insurance.ca.gov). For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

**COVID-19 REPORTING REQUIREMENT ENDORSEMENT CALIFORNIA**

In addition to the requirements under Part 4, Your Duties if Injury Occurs of your policy, if you have five or more employees and an employee that is not described in California Labor Code section 3212.87 tests positive for COVID-19, you are required to report the following information as provided below.

**Reporting COVID-19 Positive Tests from July 6, 2020 to September 17, 2020**

Pursuant to California Labor Code Section 3212.88(k)(2), if you are aware of an employee testing positive for COVID-19 on or after July 6, 2020 and prior to September 17, 2020, you must report to your claims administrator in writing via electronic mail or facsimile within 30 business days of September 17, 2020, all of the following:

- (1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.
- (2) The date that the employee tests positive, which is the date the specimen was collected for testing.
- (3) The specific address or addresses of the employees specific place of employment during the 14-day period preceding the date of the employees positive test.
- (4) The highest number of employees who reported to work at each of the employees specific places of employment on any given work day between July 6, 2020 and September 17, 2020.

**Reporting COVID-19 Positive Tests from September 17, 2020 to January 1, 2023**

Pursuant to California Labor Code Section 3212.88(i), when you know, or reasonably should know, that an employee has tested positive for COVID-19 between September 17, 2020 and January 1, 2023, you must report to your claims administrator in writing via electronic mail or facsimile within 3 business days all of the following:

- (1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.
- (2) The date that the employee tests positive, which is the date the specimen was collected for testing.
- (3) The specific address or addresses of the employees specific place of employment during the 14-day period preceding the date of the employees positive test.
- (4) The highest number of employees who reported to work at the employees specific place of employment in the 45-day period preceding the last day the employee worked at each specific place of employment.

Labor Code Section 3212.88(j) states that the intentional submission of false or misleading information or the failure to report the above information as required may subject you to a civil penalty in the amount of up to \$10,000 to be assessed by the Labor Commissioner.

For the purposes of these reporting requirements, California Labor Code Section 3212.88(m) provides the following:

- (1) COVID-19 means the 2019 novel coronavirus disease.
- (2) Test or testing means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. Test or testing does not include serologic testing, also known as antibody testing. Test or testing may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR Test.
- (3) A specific place of employment means the building, store, facility, or agricultural field where an employee performs work at the employers direction. A specific place of employment does not include the employees home or residence, unless the employee provides home health care services to another individual at the employees home or residence.

To make a report, please email [CAcovid19report@farmersinsurance.com](mailto:CAcovid19report@farmersinsurance.com)

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.  
Insurance Company

Endorsement No.

Countersigned

By \_\_\_\_\_



**EMPLOYERS' LIABILITY COVERAGE  
AMENDATORY ENDORSEMENT - CALIFORNIA**

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in Item 3 of the Information Page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including 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 California.
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.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:

1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

4. The following exclusions are added:

1. bodily injury to any member of the flying crew of any aircraft.
2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

## POLICYHOLDER NOTICE

### California Workers' Compensation Insurance Rating Laws

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

### California Workers' Compensation Insurance Notice of Nonrenewal

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

(A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).

(B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.



**ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE**  
**Jointly Conducted Operations Exclusion**

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

**THIS POLICY DOES NOT INSURE LIABILITY FROM JOINTLY CONDUCTED OPERATIONS**

Any liability which the employer named in Item 1 of the Information Page may have arising out of operations conducted jointly by the named employer with any other person, firm or corporation, except as specifically set forth in Item 1 of the Information Page or by endorsement attached to this policy.

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

**FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES, AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).**

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.  
Insurance Company

Endorsement No.

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

**OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA**

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

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.  
Insurance Company

Endorsement No.

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

**POLICY AMENDATORY ENDORSEMENT CALIFORNIA**

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, Workers Compensation Insurance, A, How This Insurance Applies, is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employees exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.
8. Part Five, Premium, E, Final Premium, is amended to read as follows:

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:

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

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

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.  
Insurance Company

Endorsement No.

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



## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Named WILDWOOD HOMEOWNERS  
Insured ASSOCIATION

Effective Date 10/08/21

Agent  
95-39-21L

B0945-59-12 21 20 21  
Policy Number of the Company Policy Year

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE ENDORSEMENT - CALIFORNIA

If the employer named in item 1 of the Information Page has in his/her employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

#### Schedule

UNPAID MEMBERS OF THE BOARD OF DIRECTORS  
WHILE PERFORMING SERVICES WITHIN THE SCOPE  
OF THEIR DUTIES AS DIRECTORS

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned \_\_\_\_\_  
Authorized Representative

**Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

**Definitions**

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

Act means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

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

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

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

Insurer Deductible means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

**Limitation of Liability**

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

**Policyholder Disclosure Notice**

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

State	Rate	Schedule	Premium	State	Rate	Schedule	Premium
CA	0.032		19.00				

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

# Important Notice

## Please Read!



Any changes to your business that could affect your insurance policy or coverage should be reported to us immediately. State Workers' Compensation bureaus, and your policy contract with Farmers®, require that current and accurate information be used as the basis for determining insurance coverage and pricing.

Examples of changes that should be immediately reported include, but may not be limited to:

- Mailing address change;
- Location change;
- Additional locations added;
- Additional states added;
- Changes in operations requiring removal or addition of classifications to the policy;
- Change in corporate entity type or status;
- FEIN number has changed, and;
- Change in ownership.

Please contact your Farmers agent immediately if any of these changes should occur.

NOTE: Failure to report changes in a timely manner could result in insufficient coverage as well as fines imposed by Workers' Compensation state bureaus.