

AFFINITY INSURANCE SERVICES

1120 20TH ST NW STE 600  
WASHINGTON, DC 20036 3406



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

MAIL TO: AON ASSOCIATION SERVICES  
1120 20TH STREET, NW, STE 600  
WASHINGTON DC 20036  
ATTENTION: MICHELLE EVANS

**ATTENTION CENTRAL ASSEMBLY**

\* PLEASE MAIL ORIGINAL COPY, AGENT COPY, COMPANY COPY AND EXTRA COPY TO THE ABOVE DC STATE ADDRESS.



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

IL 88 12  
(Ed. 07 94)

## NOTICE TO POLICYHOLDERS AUDIT OF POLICY

Dear Insured:

Thank you for choosing the **GREAT AMERICAN INSURANCE GROUP** to fill your insurance needs. We are sending this notice to provide information regarding this policy and to assure you that we appreciate your business.

Your **GREAT AMERICAN** policy is auditable. Auditable means that all or part of your cost is an advance payment that is based on estimated exposures you and your agent provided to us. We need the actual amounts to determine the final price we should charge for your policy.

At the expiration of the coverage period of your policy, one of our audit professionals will contact you to confirm your actual business results.

The final audit for your insurance could result in no change, a refund or additional money due Great American.

Thanks again for doing business with us.

Sincerely,

Premium Audit Department  
Great American Insurance Group

cc: Agent



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301 E 4th Street  
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513 369 5000 ph

**IMPORTANT INFORMATION  
TO  
VIRGINIA POLICYHOLDERS**

In the event you need to contact someone about this policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

Great American Insurance Group  
301 E 4th Street  
Cincinnati, OH 45202-4201  
1-800-221-7274

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia Bureau of Insurance:

Property and Casualty Division  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218  
Out-of-State Call: (804) 371-9741  
In-State Call: (800) 552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

GREAT AMERICAN INSURANCE GROUP<sup>sm</sup>



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
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**GREAT AMERICAN INSURANCE GROUP®  
PRIVACY NOTICE  
AND  
NOTICE OF INSURANCE INFORMATION PRACTICES**

Great American Insurance Company  
Great American Alliance Insurance Company  
Great American Assurance Company  
Great American Casualty Insurance Company  
Great American Contemporary Insurance Company  
Great American E & S Insurance Company  
Great American Fidelity Insurance Company  
Great American Insurance Company of New York  
Great American Lloyd's Insurance Company  
Great American Protection Insurance Company  
Great American Security Insurance Company  
Great American Spirit Insurance Company

American Empire Surplus Lines Insurance Company  
American Empire Insurance Company  
American Empire Underwriters, Inc.

Crop Managers Insurance Agency, Inc.  
Dempsey & Siders Agency, Inc.  
Great American Custom Insurance Services, Inc.  
Great American Insurance Agency, Inc.

The members of Great American Insurance Group ("Great American," including those companies listed in this Notice) respect your right to privacy.

We want you to know about our procedures for protecting your privacy and your rights and responsibilities regarding nonpublic personal information (referred to as "data" in this notice) we receive about you. We want you to understand how we gather data about you and how we protect it. The terms of this Notice apply to those individuals who inquire about or obtain insurance from Great American primarily for personal, family or household purposes.

We will provide our customers with a copy of the most recent notice of our privacy policy at least annually and more often if we make any changes affecting their rights under our privacy policy. This Notice applies to current and former customers of Great American.

Great American does not share your data except as allowed by law. As a result, you do not need to take any action under this Notice. If we change our practices in the future, we will advise you. If applicable, we will allow you to "opt-out" of certain sharing.

## **1. What kind of data is collected about you?**

We get most of our data about you directly from you, such as your name, address, social security number, income level and certain other financial data. We collect data that you provide during the insurance application process and by other contact with you by mail and over the phone.

In some cases we may need additional data or may need to verify data you have given us. In those cases, we may obtain data from outside sources at our own expense. For instance, we may collect data from consumer reporting agencies such as credit worthiness and history or employment history. If you send a written request to the address below, we will inform you of the name and address of any agency we have used to prepare a report on you so that you can contact the agency.

Once you become our customer, we may collect data related to our experiences and transactions with you. This could include data such as insurance policy coverage, premiums and payment history, and any claims you make under your insurance policy. For example, we will retain data collected by a claims representative and police or fire reports.

We may also collect data about you from our affiliates regarding their transactions and experiences with you (such as your payment or claims history). We do not currently share other credit-related data, except as allowed or required by law.

Finally, we may collect data when you visit our website or when you email us. We do not sell this or any other data about you to anyone.

## **2. What do we do with data about you?**

Data about you will be kept in our records. We may disclose data to issue and service policies and settle claims. Generally, we will not disclose data about you to any outside group without your prior authorization. However, we may, as allowed by law, share data that we collect as set forth below.

We may disclose data to your insurance agent.

We may disclose data to persons who represent you, including your attorney or trustee.

We may disclose data to adjusters, appraisers, auditors, investigators and attorneys.

We may disclose data to those who need the data to perform a business, professional or insurance function for us.

We may disclose data to other insurance companies, agents or consumer reporting agencies, in connection with any insurance application, policy or claim involving you.

We may disclose data to medical providers to inform you of a medical condition of which you may not be aware and for claims payment purposes.

We may disclose data to others that conduct research, provided that no individual data may be identified in any research study report.

We may disclose data, other than health data, to others that perform marketing services on our behalf.

We may disclose data to our affiliated companies to market products to you and for other purposes. The law does not allow you to restrict this sharing.

We may disclose data to a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

We will only disclose your health data in the following ways:

as allowed or required by law;

with your written consent;

to underwrite or administer your policy, claim or account; or

in a manner as previously disclosed to you by us when we collect your health data.

When we disclose your data to third parties for certain purposes described above, we will require them to use your data only for its intended purpose.

### **3. Who has access to your data?**

The only people who have access to your data are those who need it to provide or support the provision of products or services to you. We use a system of passwords and other appropriate physical, electronic and procedural safeguards to protect against unauthorized access to your data. We have educated our employees about this Notice and the importance of customer privacy.

### **4. How can you review recorded data about you?**

You have the right to access and inspect most of the data that we collect about you. To access your data please send a written request to the address below stating that you would like to access your data. Either you or your personal representative must sign this request and provide a copy of your driver's license or other valid photo identification. You also have the right to request that we correct any data that you believe is incorrect. To amend your data, please send us a written request, at the address below, stating what data you believe needs correcting. Once again, either you or your personal representative must sign this request. If you submit a request to amend your data, we will investigate. If we agree, we will correct our records. Even if we do not correct the data, you have the right to file with us a written statement of dispute, which we will include, in any future disclosure of the data.

If you have any questions about our privacy policy, please write to us at:

**GREAT AMERICAN INSURANCE COMPANY**  
301 E 4th Street  
Cincinnati, Ohio 45202-4201  
Attn: Compliance Office - Privacy



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

**WC 99 99 01C**  
(Ed. 09 04)

## **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM**

Great American is rewarding customers who create a drug-free workplace for its employees a 5% credit on their workers' compensation premium. This premium credit is available in the following states: California, Hawaii, Kentucky, Louisiana, Michigan, North Carolina, Nebraska, New York, Oregon, and Virginia. The credit is good for up to four years. To receive and maintain the credit, you must:

- \* Have a written substance abuse policy;
- \* Provide a copy of your policy to all employees;
- \* Perform the following types of drug tests, where legally allowed:
  - Post job-offer
  - Post accident
  - Reasonable cause
  - Random
  - Follow-up to Employee Assistance Program (if EAP provided)
- \* Follow Department of Health and Human Services (DHHS) guidelines on specimen collection;
- \* Use a Substance Abuse and Mental Health Services Administration (SAMHSA)-certified laboratory; and
- \* Contract a Medical Review Office (MRO) for review of all laboratory confirmed positives (excluding pre-employment testing).

So that we can fairly administer the program, all companies receiving the five percent credit must provide us with a copy of their substance abuse policy and summary statistics from the laboratory and/or MRO detailing the types of tests conducted and the number of positive drug tests.

For additional information, contact your independent agent or call 1-800-523-DFWP.





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301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

WC 99 99 12A  
(Ed. 08 97)

## WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY NOTICE TO POLICYHOLDER AVAILABILITY OF LOSS PREVENTION SERVICES

This notice is to inform you that you may request our assistance to meet your loss prevention needs. Great American Insurance Companies® provides its policyholders, **free of charge**, a broad range of loss prevention services. Our Loss Prevention staff can tailor services depending upon the type and size of business you operate.

Of course, loss prevention efforts are only successful with your active participation and support. Your cooperation with our Loss Prevention Safety Specialists will make your loss prevention program even more successful.

Great American's Loss Prevention Department is ready to help. A sample of the types of services available to you include:

- Survey of premises;
- Recommendations based on the survey;
- Safety training of supervisory personnel;
- Consultation on a wide variety of technical problems;
- Analysis of accident causes;
- Industrial Hygiene or Health services;
- Drug-Free Workplace Program;
- Ergonomics assessment;
- Violence Prevention Program;
- Slip-and-Fall Elimination Program; and/or
- Fleet Safety

If you would like additional information about Great American's Loss Prevention services, please call our toll-free hotline at

**1-800-221-7274**



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301 E 4th Street  
Cincinnati, OH 45202-4201  
513 369 5000 ph

**WC 99 99 79**  
(Ed. 08 97)

## STATE OF VIRGINIA IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions, you may contact the insurance company issuing this insurance at the following address and telephone number:

Great American Insurance Companies  
Corporate Legal Department  
301 E 4th Street  
P.O. Box 2575  
Cincinnati, OH 45202-4201  
(513) 369-5000

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

Virginia State Corporation Commission  
Bureau of Insurance  
P.O. Box 1157  
Richmond, VA 23218  
(804) 371-9741

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.

**Great American® at Your Service...**

We would like to take this opportunity to thank you for placing your insurance with Great American. We are committed to providing you with excellent service and have established phone lines to help you present claim inquiries, obtain information about coverages and resolve conflicts.

**CUSTOMER SERVICE I.D. CARD**

**Insured:** AMERICAN THYROID ASSOCIATION, WC 0518964  
**Policy No.:**  
**Service Contacts:** AFFINITY INSURANCE SERVICES  
**Phone No.:** 1-800-432-7465  
Claims Including  
Emergency Claims (toll free) 1-877-836-1555  
Issue Date:  
05/28/13

Since your agent is your primary contact, we suggest that you attempt to contact the agency first. If your agent is not available, call the Great American claims office during regular business hours. Should a loss occur after business hours, you can leave a message via our toll-free Emergency Claims phone line. An experienced Great American Claims Representative will contact you as soon as possible.

**CUSTOMER SERVICE I.D. CARD**

**Insured:** AMERICAN THYROID ASSOCIATION, WC 0518964  
**Policy No.:**  
**Service Contacts:** AFFINITY INSURANCE SERVICES  
**Phone No.:** 1-800-432-7465  
Claims Including  
Emergency Claims (toll free) 1-877-836-1555  
Issue Date:  
05/28/13

The Great American customer service i.d. card attached will keep your agent's number and the Great American toll-free claim phone number and emergency claim phone number at your fingertips. Please carry it with you at all times so that you know whom to call in any situation.

**CUSTOMER SERVICE I.D. CARD**

**Insured:** AMERICAN THYROID ASSOCIATION, WC 0518964  
**Policy No.:**  
**Service Contacts:** AFFINITY INSURANCE SERVICES  
**Phone No.:** 1-800-432-7465  
Claims Including  
Emergency Claims (toll free) 1-877-836-1555  
Issue Date:  
05/28/13



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WC 00 00 01A (Ed. 01/97)

Policy No. | W | C | | | 0 | 5 | 1 | 8 | 9 | 6 | 4 | | 0 | 0 |

Prior Policy No. | N | E | W | | | | | | | | | | | | |

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
INFORMATION PAGE**

Insurance is afforded by the Company named below, a Capital Stock Corporation:  
GREAT AMERICAN INSURANCE COMPANY

NCCI Company No. 14176

**ITEM ONE - GENERAL INFORMATION**

The Insured: AMERICAN THYROID ASSOCIATION, INC. Legal Entity: Corporation  
Mailing Address: 6066 LEESBURG PIKE FALLS CHURCH, VA 22041 FEIN No.: 416038600  
Other Identification Number: See Extension of Information Page.  
Other workplaces not shown above: See Extension of Information Page.

**ITEM TWO - POLICY PERIOD**

The policy period is from 05/28/2013 to 05/28/2014 12:01 A.M. Standard Time at the Insured's mailing address.

**ITEM THREE - COVERAGE**

- A. Workers Compensation Insurance:**  
Part One of the policy applies to the Workers Compensation Law of the states listed here: VA
- B. Employers Liability Insurance:**  
Part Two of the policy applies to work in each state listed in Item 3.A. The Limits of our Liability under Part Two are:  

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	policy limit
Bodily Injury by Disease	\$	500,000	each employee
- C. Other States Insurance:**  
Part Three of the policy applies to the states, if any, listed here: NONE.
- D.** This policy includes these endorsements and schedules: See **FORMS AND ENDORSEMENTS** Schedule, **WC 99 06 22A (01/97)**.

**ITEM FOUR - PREMIUM**

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

**POLICY PREMIUM SUMMARY**

<b>TOTAL ESTIMATED ANNUAL COST:</b>	\$	1,072	Minimum Premium:	\$	260
Deposit Premium:	\$	1,072	Date of Issue:		06/05/2013

**AUTHORIZED REPRESENTATIVE**

Name of Producer: AFFINITY INSURANCE SERVICES 1120 20TH ST NW STE 600 WASHINGTON, DC 20036 3406	Servicing Office: NATIONAL ACCT/MASS MKT
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Countersigned by: \_\_\_\_\_



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 301 E 4th Street  
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WC 00 00 01A (Ed. 01/97)

Policy No. | W | C | | | 0 | 5 | 1 | 8 | 9 | 6 | 4 | | 0 | 0 |

Prior Policy No. | N | E | W | | | | | | | | | | | | | |

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
 EXTENSION OF INFORMATION PAGE**

**ITEM ONE - GENERAL INFORMATION**

SCHEDULE OF LOCATIONS  
 -----

Insured No.	Loc No.	Name/Address
1	001	AMERICAN THYROID ASSOCIATION, INC. 6066 LEESBURG PIKE FALLS CHURCH, VA 22041

**ITEM FOUR - PREMIUM**

SCHEDULE OF OPERATIONS  
 -----

VIRGINIA

State	Loc	Code No.	Classification of Operations	Estimated Total Annual Remun.	Rate Per \$100 Remun.	Estimated Annual Premium
VA	001	8810	CLERICAL OFFICE EMPLOYEES NOC	\$445,578	.13	\$579
			Sub-Total			\$579
		9807	ADDITIONAL PREMIUM FOR EMPLOYERS' LIABILITY INSURANCE		0.8 %	\$5
		9848	REQUIRED TO BALANCE TO MINIMUM FOR INCREASED LIMITS		0.8 %	\$70
		9740	TERRORISM		0.04 %	\$178
		0900	EXPENSE CONSTANT			\$240
			Total Estimated Premium - VA			\$1,072
			Total Estimated Cost - VA			\$1,072



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WC 00 00 01A (Ed. 01/97)

Policy No. | W | C | | | 0 | 5 | 1 | 8 | 9 | 6 | 4 | | 0 | 0 |

Prior Policy No. | N | E | W | | | | | | | | | | | | |

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE**

ITEM FOUR - PREMIUM	
TOTAL ESTIMATED COST BY LOCATION -----	
Total Estimated Cost Location 1	\$1,072



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WC 99 06 22A (Ed. 01/97)

Policy No. | W | C | | | 0 | 5 | 1 | 8 | 9 | 6 | 4 | | 0 | 0 |

Prior Policy No. | N | E | W | | | | | | | | | | | |

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
 FORMS AND ENDORSEMENTS SCHEDULE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

Form and Edition	Date Added*	Form Description
	or Date Deleted	

1. WC000000B	07/11	WORKERS COMP AND EMPLOYERS LIABILIT
2. WC000001A	01/97	INFORMATION PAGE FOR WC AND EL POLI
3. WC000414	07/90	NOTIFICATION OF CHANGE IN OWNERSHIP
4. WC000419	01/01	PREMIUM DUE DATE ENDORSEMENT
5. WC000422A	09/08	TERRORISM RISK INSURANCE PROGRAM RE
6. WC450602	06/93	VA AMENDATORY ENDORSEMENT
7. WC990646	07/11	VA IN WITNESS ENDORSEMENT FORM
* IF NOT AT INCEPTION		

INSURED		POLICY NUMBER	EFFECTIVE DATE
COMPANY	PREMIUM	ENDT.NO.	AUTHORIZED REPRESENTATIVE
Complete the above if this endorsement is not attached to the policy when issued.			

**WC 00 04 19**  
 (Ed. 01/01)

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

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

**PART FIVE  
 PREMIUM**

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

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



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

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

<b>Insured</b>		<b>Policy No.</b>	
		-	
<b>Company</b>	<b>Effective Date</b>	<b>Premium</b> \$	<b>Endt. No.</b>
<b>Authorized Representative</b>			

**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 2007. 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 resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

### **Limitation of Liability**

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

### **Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed \$100,000,000 in a Program Year, the United States Government would pay 85% 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.

	<b>Schedule</b>	
<b>State</b>	<b>Rate</b>	<b>Premium</b>

INSURED		POLICY NUMBER	EFFECTIVE DATE
COMPANY	PREMIUM	ENDT.NO.	AUTHORIZED REPRESENTATIVE
Complete the above if this endorsement is not attached to the policy when issued.			

**WC 00 00 00B**  
 (Ed. 07/11)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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

**GENERAL SECTION**

**A. The Policy**

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

**B. Who is Insured**

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

**C. Workers Compensation Law**

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

**D. State**

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

**E. Locations**

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

## PART ONE WORKERS COMPENSATION INSURANCE

### A. How This Insurance Applies

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

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

### B. We Will Pay

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

### C. We Will Defend

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

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

### D. We Will Also Pay

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

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

### E. Other Insurance

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

### F. Payments You Must Make

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

1. of your serious and willful misconduct;

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

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

#### **G. Recovery From Others**

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

#### **H. Statutory Provisions**

These statements apply where they are required by law.

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

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

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

#### **A. How This Insurance Applies**

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.

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

#### **B. We Will Pay**

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

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

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

#### **C. Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801-945 ), 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 USC Sections 51-60), 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;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

**D. We Will Defend**

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

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

**E. We Will Also Pay**

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

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

5. Expenses we incur.

#### **F. Other Insurance**

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

#### **G. Limits of Liability**

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

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### **H. Recovery From Others**

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

#### **I. Actions Against Us**

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

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

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



### **PART THREE OTHER STATES INSURANCE**

#### **A. How This Insurance Applies**

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

#### **B. Notice**

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

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

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

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### **PART FIVE-PREMIUM**

#### **A. Our Manuals**

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

#### **B. Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you

would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### **C. Remuneration**

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

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

### **D. Premium Payments**

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

### **E. Final Premium**

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

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

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

### **F. Records**

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

### **G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed

by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## **PART SIX-CONDITIONS**

### **A. Inspection**

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

### **B. Long Term Policy**

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

### **C. Transfer of Your Rights and Duties**

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

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

### **D. Cancellation**

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

### **E. Sole Representative**

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

INSURED		POLICY NUMBER	EFFECTIVE DATE
COMPANY	PREMIUM	ENDT.NO.	AUTHORIZED REPRESENTATIVE
Complete the above if this endorsement is not attached to the policy when issued.			

**WC 00 04 14**  
 (Ed. 07/90)

**NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

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

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

INSURED		POLICY NUMBER	EFFECTIVE DATE
COMPANY	PREMIUM	ENDT.NO.	AUTHORIZED REPRESENTATIVE
Complete the above if this endorsement is not attached to the policy when issued.			

**WC 45 06 02**  
 (Ed. 06/93)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA AMENDATORY ENDORSEMENT**

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

For Virginia insurance **Part Six D. (Conditions-Cancelation)** is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancellation, including the date of and reasons for the cancelation, to the Workers' Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancelation. We will provide the Workers' Compensation Commission with immediate notice of such cancelation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers' Compensation Commission that it is now providing your insurance.
3. In the event of cancelation by you or us, you must provide 30 days written notice of the cancelation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers' Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers' Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy we may cancel the policy by providing 10 days notice to you and to the Workers' Compensation Commission.



Administrative Offices  
301 E 4th Street  
Cincinnati OH 45202-4201  
513 369 5000 ph

**WC 99 06 46**  
(Ed. 07/11)

### VIRGINIA IN WITNESS CLAUSE

This endorsement modifies insurance provided under the following:

WORKER COMPENSATION AND EMPLOYERS LIABILITY

In return for the payment of premium, and subject to all the terms of the Policy, we agree with you to provide insurance as stated in this Policy.

A handwritten signature in black ink, appearing to read "Donald O. Y.", followed by a horizontal line.

**President**

A handwritten signature in black ink, appearing to read "Eve Cutler Rosen".

**Secretary**

**Administrative Offices:  
Great American Insurance Group  
301 E. Fourth Street  
Cincinnati OH 45202-4201**