

23-0796-00  
AVID RISK SOLUTIONS  
2501 PARMENTER ST STE 200A  
MIDDLETON, WI 53562-2676

# *Auto-Owners* INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

AUTO-OWNERS INSURANCE COMPANY

Agency phone: (608) 827-4525

03-27-2023

BRADFORD POINT PROPERTY OWNERS ASSOC  
PO BOX 1223  
EAGLE RIVER, WI 54521-1223

You can view your policy, pay your bill, or change your paperless options at any time online at [www.auto-owners.com](http://www.auto-owners.com).

### ADDITIONAL WAYS TO PAY YOUR BILL

|   |  |
|---|--|
| Pay Online<br><a href="http://www.auto-owners.com">www.auto-owners.com</a><br>Pay My Bill | Pay by Mail<br>AUTO-OWNERS INSURANCE<br>PO BOX 740312<br>CINCINNATI, OH 45274-0312 |
| Pay by Phone<br>1-800-288-8740  |  |

RE: Policy A106-589-541

Billing Account 016668351

Thank you for selecting Auto-Owners Insurance Group to serve your insurance needs! Feel free to contact your independent Auto-Owners agent with questions you may have. If you have questions your agent is unable to answer, please contact us at 517.323.1200.

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages and rates. In addition, Auto-Owners also offers many billing options. Please take this opportunity to review your insurance needs with your Auto-Owners agent, and discuss which company, program, and billing option may be most appropriate for you.

Auto-Owners Insurance Company was formed in 1916. Our A++ (Superior) rating by A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of six property and casualty companies and a life insurance company.

***Serving Our Policyholders and Agents Since 1916***

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

INSURANCE COMPANY 16144  
6101 ANACAPRI BLVD, LANSING, MI 48917-3968  
517-323-1321AGENCY AVID RISK SOLUTIONS  
23-0796-00 MKT TERR 029 (608) 827-4525

INSURED BRADFORD POINT PROPERTY OWNERS ASSOC

ADDRESS PO BOX 1223  
EAGLE RIVER, WI 54521-1223**WORKERS COMPENSATION & EMPLOYERS LIABILITY  
INFORMATION PAGE-RENEWAL AGREEMENT**

Renewal Effective 05-26-2023

**POLICY NUMBER A106-589-541**

Company Use 61-17-WI-0523

Company  
Bill**POLICY PERIOD**12:01 A.M. to 12:01 A.M.  
05-26-2023 to 05-26-2024**ITEM 1. INSURED:** BRADFORD POINT PROPERTY OWNERS ASSOC  
BRADFORD POINT RD  
ST GERMAIN, WI 54558**INSURED IS:** Corporation**ITEM 2. POLICY PERIOD:** 05-26-2023 (12:01 A.M.) to 05-26-2024 (12:01 A.M.)  
(Based on the insured's address shown in Item 1.)**ITEM 3. A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to Workers Compensation Law of the states listed here: WI**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 | Each Employee |
| Bodily Injury by Disease  | \$500,000 | Policy Limit  |

**C. OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states (Ohio, Washington, Wyoming & North Dakota), Puerto Rico, the U.S. Virgin Islands, and the states designated in ITEM 3.A. of the Information Page.**ITEM 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.

| CLASSIFICATION OF OPERATIONS                         |                 | PREMIUM BASIS                 |                | RATES                    |  |
|--|-----------------|-------------------------------|----------------|--------------------------|--|
|  | CLASS CODE      | ESTIMATED ANNUAL REMUNERATION | RATE PER \$100 | ESTIMATED ANNUAL PREMIUM |  |
| <b>STATE OF WISCONSIN</b><br><b>See LOC NUM 001</b>  | <b>DESC 001</b> |                               |                |                          |  |
| CLERICAL OFFICE EMPLOYEES NOC                        | 8810            | 44,928                        | 0.17           | 76                       |  |
| <b>See LOC NUM 001</b>                               | <b>DESC 001</b> |                               |                |                          |  |
| BUILDING OR PROPERTY MANAGEMENT: ALL OTHER EMPLOYEES | 9015            | 77,863                        | 3.73           | 2,904                    |  |

**WISCONSIN PREMIUM SUMMARY**

|   |              |
|---|--------------|
| TOTAL                                       | 2,980        |
| Increased Limits 3 B                        | 24           |
| Increased Limits Min Premium Diff           | 51           |
| <b>TOTAL STATE ESTIMATED ANNUAL PREMIUM</b> | <b>3,055</b> |

AUTO-OWNERS INS. CO.

Issued 03-27-2023

AGENCY AVID RISK SOLUTIONS  
23-0796-00 MKT TERR 029

Company  
Bill

**POLICY NUMBER**  
Company Use

**A106-589-541**  
61-17-WI-0523

INSURED BRADFORD POINT PROPERTY OWNERS ASSOC

Term 05-26-2023 to 05-26-2024

**POLICY PREMIUM SUMMARY**

|  |     |              |
|--|-----|--------------|
| Expense Constant   | 220 | 3,275        |
| Terrorism - See Form 27317   | 25  | 3,300        |
| Catastrophe (other than Certified Acts of Terrorism)<br>See Form 27322 | 12  | 3,312        |
| <b>TOTAL ESTIMATED ANNUAL PREMIUM</b>                                  |     | <b>3,312</b> |

**DIVIDEND:**

A 4% flat dividend applies to Wisconsin operations if eligible.  
Dividend payments are subject to approval by the Board of Directors.

**FEDERAL ID:** 391964885

**COUNTY:** 064

**MINIMUM PREMIUM:** \$966 WISCONSIN

**WI NUMBER OF EMPLOYEES:** 1

**AUDIT IS:** ANNUAL

**ENDORSEMENTS:**

|                |                           |                           |
|----------------|---------------------------|---------------------------|
| 27411 (01-13)  | 59270 (02-97)             | 27320 (03-06)A            |
| 27392 (07-12)  | 27395 (10-14)A(WC000000C) | 27279 (07-03)A(WC000419)  |
| 27539 (08-17)  | 27942 (01-19) (WC000414A) | 27317 (01-21) (WC000422C) |
| 14019 (09-20)  | 27529 (07-19) (WC000424)  | 27322 (08-22) (WC000421F) |
| 59173 (07-98)B | 27039 (08-01)A(WC480601C) | 27283 (05-02)A(WC480606B) |
| 59245 (04-18)  |                           |                           |

## NAMED INSURED SCHEDULE

BRADFORD POINT PROPERTY OWNERS ASSOC

FEIN: 391964885  
BRADFORD POINT PROPERTY OWNERS ASSOCIATION INC

## LOCATION SCHEDULE

**LOC NUM 001**  
**STATE** WI  
**FEIN** 391964885  
**ENTITY** CORPORATION  
**NUMBER OF EMPLOYEES** 1  
**NAME & ADDRESS** BRADFORD POINT PROPERTY OWNERS ASSOC  
BRADFORD POINT RD  
ST GERMAIN WI 54558

***Workers Compensation and  
Employers Liability  
Insurance Policy***

***Auto-Owners Insurance Company***



### **POLICY NON-ASSESSABLE**

This policy is non-assessable. The final premium as defined in Part Five - Premium is the only premium you will be asked to pay.

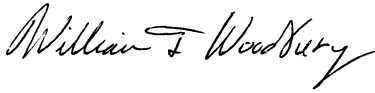
### **PARTICIPATING**

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

### **NOTICE OF MEMBERSHIP AND ANNUAL MEETING**

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.



Secretary



President

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## QUICK REFERENCE

|  | BEGINNING ON<br>Page |
|--|----------------------|
| <b>Information Page</b> .....                          | i                    |
| <b>General Section</b> .....                           | 1                    |
| A. The Policy.....                                     | 1                    |
| B. Who Is Insured.....                                 | 1                    |
| C. Workers Compensation Law.....                       | 1                    |
| D. State.....  | 1                    |
| E. Locations.....                                      | 1                    |
| <b>PART ONE - WORKERS COMPENSATION INSURANCE</b> ..... | 1                    |
| A. How This Insurance Applies.....                     | 1                    |
| B. We Will Pay.....                                    | 1                    |
| C. We Will Defend.....                                 | 1                    |
| D. We Will Also Pay.....                               | 1                    |
| E. Other Insurance .....                               | 1                    |
| F. Payments You Must Make.....                         | 1                    |
| G. Recovery From Others.....                           | 2                    |
| H. Statutory Provisions.....                           | 2                    |
| <b>PART TWO - EMPLOYERS LIABILITY INSURANCE</b> .....  | 2                    |
| A. How This Insurance Applies.....                     | 2                    |
| B. We Will Pay.....                                    | 2                    |
| C. Exclusions.....                                     | 2                    |
| D. We Will Defend.....                                 | 3                    |
| E. We Will Also Pay.....                               | 3                    |
| F. Other Insurance.....                                | 3                    |
| G. Limits of Liability.....                            | 3                    |
| H. Recovery From Others.....                           | 3                    |
| I. Actions Against Us.....                             | 4                    |
| <b>PART THREE - OTHER STATES INSURANCE</b> .....       | 4                    |
| A. How This Insurance Applies.....                     | 4                    |
| B. Notice.....   | 4                    |
| <b>PART FOUR - YOUR DUTIES IF INJURY OCCURS</b> .....  | 4                    |
| <b>PART FIVE - PREMIUM</b> .....                       | 4                    |
| A. Our Manuals.....                                    | 4                    |
| B. Classifications.....                                | 4                    |
| C. Remuneration.....                                   | 4                    |
| D. Premium Payments.....                               | 4                    |
| E. Final Premium.....                                  | 4                    |
| F. Records.....  | 5                    |
| G. Audit.....  | 5                    |
| <b>PART SIX - CONDITIONS</b> .....                     | 5                    |
| A. Inspection.....                                     | 5                    |
| B. Long Term Policy.....                               | 5                    |
| C. Transfer of Your Rights and Duties.....             | 5                    |
| D. Cancelation.....                                    | 5                    |
| E. Sole Representative.....                            | 5                    |

**IMPORTANT:** This Quick Reference is **not** part of the Workers Compensation and Employer Liability Insurance Policy, and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Insurance Policy itself for actual contractual provisions.

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

#### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Non-appropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

#### D. We Will Defend

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

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

have paid our applicable limit of liability under this insurance.

#### E. We Will Also Pay

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

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

#### F. Other Insurance

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

#### G. Limits of Liability

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

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

#### H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance.

You will do everything necessary to protect those rights for us and to help us enforce them.

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

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

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

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

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

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

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

#### B. **Notice**

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

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

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

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

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

### **PART FIVE - PREMIUM**

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

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

#### B. **Classifications**

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

#### C. **Remuneration**

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

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

#### D. **Premium Payments**

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

#### E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated,

premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

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

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

#### F. **Records**

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

#### G. **Audit**

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

### **PART SIX - CONDITIONS**

#### A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be

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

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

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

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

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

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

#### D. **Cancellation**

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

#### E. **Sole Representative**

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

27279 (7-03)

Workers Compensation and Employers Liability Insurance Policy

**PREMIUM DUE DATE ENDORSEMENT**

WC 00 04 19

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.**

27279 (7-03)

© 2000 National Council on Compensation Insurance, Inc.

Page 1 of 1

27320 (3-06)

**NOTICE OF PREMIUM AUDIT BILLING**

Dear Policyholder,

Thank you for allowing Auto-Owners to handle your insurance needs.

Auto-Owners Insurance Group is financially sound with sufficient reserves to be ranked among the leaders in the industry for financial security. Our A++ (Superior) rating by the A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

If your policy is an audited policy, the billing of the audit premium will be included in your regular premium billing account. This premium is due in full upon billing and failure to pay as billed may result in the cancellation of all policies on the billing account. If you have questions on your audit or about your insurance needs, please contact your agent at the telephone number shown on your Information page.

Auto-Owners Insurance – The “No Problem” People®

27320 (3-06)

Page 1 of 1



## WISCONSIN WORKERS COMPENSATION FLAT DIVIDEND PROVISION

Dividends may be declared for this Policy. A declaration or payment of dividends is not guaranteed. Dividends may be declared only by the Board of Directors and in compliance with any laws that apply.

Workers Compensation and Employers Liability Insurance Policy

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

WC 00 04 14 A

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

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

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

## **AUTO-OWNERS INSURANCE COMPANY COMPANY ADDRESS FORM**

The following is the address of our home office:

Auto-Owners Insurance Company  
6101 Anacapi Drive  
P.O. Box 30660  
Lansing, Michigan 48909-8160

Please direct your questions to:

Auto-Owners Insurance Company  
W. 6207 Aerotech Drive  
P.O. Box 8505  
Appleton, WI 54912-8505

## **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?** - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

**AUTO-OWNERS INSURANCE COMPANY  
W. 6207 Aerotech Drive  
P.O. Box 8505  
Appleton, WI 54912-8505  
920-993-8550**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance  
Complaints Department  
P.O. Box 7873  
Madison, WI 53707-7873  
1-800-236-8517  
608-266-0103  
711 (TDD) (ask for 608-266-3586)

Workers Compensation and Employers Liability Insurance Policy

## WISCONSIN LAW ENDORSEMENT

W 48 06 01 C

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

This policy is amended to reflect the following changes and/or additions to clarify or comply with Wisconsin Law:

- I. If our agent has knowledge of a change in or a violation of a policy condition, this will be considered our knowledge and will not void the policy or defeat a recovery for a claim.
- II. "**Workers Compensation Law**" means Chapter 102, Wisconsin Statutes. It does not include and this policy does not apply to any obligation under **Chapter 40, Wisconsin Statutes**, or Section 66.191, Wisconsin Statutes, or any amendment to these laws.
- III. Any language involving "**Actions Against Us**" is replaced and amended to provide that no legal action may be brought against us until there has been full compliance with all the terms of this policy.
- IV. Any language involving "**Recovery From Others**" is amended to provide that we are entitled to recover our payments under this policy from anyone liable for the covered injury, but only if you and the persons entitled to benefits under this insurance have been fully compensated.
- V. If an injury occurs that may be covered by this insurance, the policy is amended to provide that you must notify us of that injury as soon as reasonably possible.

Workers Compensation and Employers Liability Insurance Policy

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

WC 00 04 21 F

This endorsement is notification that we are charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement, attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

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

**Schedule**

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

**SHOWN IN ITEM 4 OF THE INFORMATION PAGE**

Workers Compensation and Employers Liability Insurance Policy

**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**

WC 00 04 24

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

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

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

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

**Note:**

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

**Schedule**

| <b>State(s)</b> | <b>Basis of Audit<br/>Noncompliance Charge</b> | <b>Maximum Audit<br/>Noncompliance Charge Multiplier</b> |
|-----------------|--|--|
| WI              | Estimated annual premium                       | 1  |

## **AUTO-OWNERS INSURANCE COMPANY WORKERS COMPENSATION RISK MANAGEMENT HIGHLIGHTS**

Your employees are your biggest asset and the engine that makes your business go. Protecting their well-being is critical to your business' success! We are excited to play a role in this process by providing you with our Workers Compensation policy. At Auto-Owners, we believe that a commitment to safety begins with your leadership and goes far beyond compliance.

The following are a few suggestions to assist you with the hiring and safety processes.

### **Helpful Hiring Practices:**

- Have all applicants complete a current job application and keep the signed application on file. Make sure the application complies with all state and federal laws.
- Conduct thorough interviews with all prospective employees. Limit the questions to topics of legal inquiry only.
- Obtain a physical once employment has been agreed upon.
- Obtain a drug test from new employees.
- Contact all referrals listed as references.

### **Retain Detailed Employment Records:**

- Retain attendance records. Causes for an employee's absence should be documented appropriately.
- Retain current and accurate payroll records.
- Corrective actions: Keep written record of work guidelines, standard procedures for all corrective actions, and when corrective actions are performed. Have all forms signed and dated by the employee and the supervisor/manager in charge.
- Create an employee manual in agreement with appropriate employment law and practice and have employees read and sign.

- Create and maintain job descriptions in agreement with appropriate employment law and practice.
- When faced with a workers compensation claim, provide payroll and personnel information to the Company.
- When a request for information is received from your employee or their attorney concerning a workers compensation claim, contact the Company before releasing any information.
- Conduct exit interviews when employees leave the business.

### **Job Safety:**

- Provide all necessary safety equipment and protective gear. Enforce the use of all safety equipment.
- Properly train employees for their job and for the appropriate use of equipment/machinery.
- Develop and perform safety orientation programs.
- Do not allow any alteration of safety devices, for example; removing safety guards from machinery.
- Display specific machinery instructions by the machinery/equipment.
- Display general safety procedures where employee notices are customarily placed.

We thank you for placing your trust in our company by selecting us as your workers compensation insurance company! Any safety related questions can be directed to our Loss Control Services department by phone (855) 586-5388 or by E-mail at [LossControlSupport@aoins.com](mailto:LossControlSupport@aoins.com).

**Content in this document is not legal advice, nor does it amend the terms, conditions, or coverages of any insurance policy issued by Auto-Owners Insurance Group.**

## **YOUR INSURANCE AUDIT - HOW TO SAVE TIME AND MONEY**

### **WHAT IS AN INSURANCE AUDIT?**

Insurance audits are typically performed on commercial insurance policies providing auto, general liability, garage liability, umbrella and workers compensation coverages. When these policies are issued, you are asked to pay an estimated premium. Estimated premiums are based on the nature of your business and your estimate of exposures (i.e., payroll, sales, etc.) for the policy period.

Once your policy expires, we conduct an audit to collect information on actual exposures and operations. From this information, we determine the final earned premium. Premium adjustments are then determined by comparing audited exposures and operations with the original policy estimates.

### **WHAT RECORDS ARE NEEDED FOR THE AUDIT?**

Good record keeping is important to the audit process. Accurate records provide and confirm information, save time and minimize your insurance costs. The premium auditor will let you know which of the following records will be needed for your audit when the audit appointment is made.

- PAYROLL RECORDS include payroll journal and summary, federal tax reports (941's), state unemployment reports and individual earnings records. Totals should be kept for overtime when applicable.
- EMPLOYEE RECORDS include the number of employees and hours, days or weeks worked annually.
- SALES JOURNAL includes all goods or products sold, rented and/or distributed as well as service, repair and installation. Sales or excise taxes collected separately and submitted to the government need to be identified in order to be excluded.
- CHECK REGISTER and CASH DISBURSEMENTS show payments to subcontractors, material costs and payments for casual labor.
- CERTIFICATES OF INSURANCE show the subcontractors used during the policy period for construction, erection and/or repair for general liability and workers compensation insurance coverages. They are also used for commercial automobile hired auto coverage.
- INCOME STATEMENTS include subcontracted labor costs and payroll amounts.

### **WHEN AND HOW WILL THE AUDIT BE DONE?**

We will collect audit information from you shortly after your policy expires. Smaller, less complex policies may only require that you assemble and send the necessary information to us, or have the information available when a telephone auditor calls.

Larger and more complicated policies are handled by a field auditor, who will schedule an appointment with you shortly after the policy expires.

If you must change or cancel a scheduled appointment, please contact the auditor as far in advance as you can. It is best to schedule and complete this audit within 30 days from your policy expiration date. It is important for the auditor to ask questions about your operations. If you cannot be present to answer questions, someone familiar with the specifics of your entire business operations should be available. If you direct us to your accountant, we will obtain as much information as possible from your accountant and contact you with additional questions.

Most of our audits take a half hour or less, but audits of larger policies may take longer. Though the auditor will have a number of questions, you will not have to be directly involved during the entire audit if adequate records are available.

### **HOW CAN YOU SAVE MONEY?**

There are several ways you can save on premium dollars depending on the type of business and coverages you have. Not all of the following may apply to your particular business.

- PAYROLL DIVISION - A single employee's payroll can be divided, except when the employee works in a clerical, sales, drafting or driving position. Proper records must be kept in dollar amounts that reflect work actually performed before a breakdown can be applied. Without adequate records, the entire payroll for the employee must be placed in the highest rated classification.
- EMPLOYEE TIPS - Tips declared by employees may be excluded from their gross payroll only if separately identified. Amounts added to customer's bills, such as service charges, which are collected by you and disbursed to your employees are not excludable.
- CERTIFICATES OF INSURANCE - Have certificates available for the audit at your premises (or your accountant's) to ensure that charges are not made unnecessarily. It is best to obtain a certificate of insurance prior to a subcontractor performing work for you. Certificates must cover the period when the subcontractor worked for you. This may require certificates covering two different policy terms for the subcontractor.
- DRIVERS - (For general liability coverage), employees with the sole responsibility of driving may often be excluded from chargeable payroll, if their wages are shown separately. However, employees who perform other duties besides driving must be placed in the highest rated class describing their duties.
- COST OF HIRE is commonly used on commercial automobile policies as a premium basis for hired auto coverage. This includes automobiles and trailers used under contract on behalf of or loaned to the named insured, which may include rental units as well as subcontracted hauling for the insured.

Your business is unique. If you have questions about how your specific circumstances will affect savings, please contact your insurance agent.

### BASIC DEFINITIONS

- REMUNERATION is commonly called payroll, but can include items not normally part of payroll, or exclude items which are part of payroll. It includes wages, the value of meals and lodging, and other substitutes for money. (Substitutes for money include draws, dividends, traveling expenses and travel time payments, gift certificates or merchandise credits, annuities, and contributions to individual retirement accounts. This list is not all inclusive but represents common substitutes for money). Your premium auditor will discuss this with you at the time of your audit.
- OVERTIME is the hours worked for which there is an increase in the rate of pay. It includes:
  1. Work in excess of 8 hours per day, or 40 hours per week.
  2. Work on Saturdays, Sundays or holidays.
  3. Work in any day or week, in excess of a guaranteed wage agreement.
  4. Ordinarily, overtime pay is equal to 1 1/2 times the regular hourly rate. For example, a regular pay rate of \$10 per hour at time and a half generates a \$15 per hour overtime rate. If the extra \$5 of pay is shown separately, it is excluded in total. If total overtime wage is shown in a combined amount of \$15 (regular pay plus increase) and included in gross payroll, one third (\$5) will be deducted from gross pay. If the overtime wage is calculated at double time, one half will be deducted from gross pay.
  5. Extra pay for shift differential is not considered overtime.
- GROSS SALES is the gross amount charged by you or others trading under your name for all goods or products sold or distributed, operations performed and rentals. Some deductions from gross sales include sales or excise tax, returns and allowances and finance charges for items sold on installment.
- SUBCONTRACTOR is often used interchangeably with "independent contractor". We ordinarily apply the definition to subcontractors performing construction, erection or structural alteration for a general contractor. Most workers compensation laws hold you responsible for employees of an uninsured subcontractor. In some states, they may extend to an uninsured subcontractor without employees, if an employee-employer relationship can be established. A liability policy will also include a charge for subcontractors as though they were your employees if there is no certificate showing evidence of insurance. Subcontractors can easily obtain a certificate of insurance through their insurance agent.
- TOTAL COST is the cost of all work let or sublet in connection with each specific project including:
  1. The cost of all labor, materials and equipment furnished, used, or delivered for use in the execution of the work.



2. All fees, bonuses or commissions made, paid or due.
3. The rates apply per \$1,000 of total cost.

### COMMONLY ASKED QUESTIONS

Q: Why is an audit necessary?

A: To calculate the exact amount of premium you will be charged. Actual exposures and operations are determined by an audit. After they are compared with initial estimates and later endorsements, a final audit premium is determined.

Q: If overtime is not summarized, will I still get credit?

A: Overtime records must show overtime pay separately by employee or classification or it will not be deducted.

Q: If I do not have certificates of insurance from subcontractors for the audit, will I be able to get them?

A: It is in your best interest to request a certificate from a subcontractor prior to the work being performed, rather than at the time of audit. You will be charged for employees of those subcontractors not providing certificates as though they were your employees.

Q: Several of my employees do more than one type of work. How should I assign their payrolls?

A: Payrolls may be divided into appropriate classifications, provided the division is reflected on the original records in dollar amounts.

Q: Some of my work could be considered clerical and sales. Should I separate it?

A: The clerical and sales classifications cannot be used with any other class for division of a single employee's payroll

Q: Is it necessary to provide audit information if my renewal policy has been canceled?

A: Yes, policies are issued using estimated payroll or sales. Actual payroll or sales needs to be known to determine if additional premium is due the company, or a return premium is due the policyholder.

In some states, a surcharge/penalty may be applied to the policy for failure to comply with the audit process.

Workers Compensation and Employers Liability Insurance Policy

## WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

WC 48 06 06 B

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

The Cancellation Section (D) of the Part Six - Conditions is deleted and replaced by the following:

### A. 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. If you purchase replacement insurance, the cancellation becomes effective on the date the new coverage becomes effective. If no replacement coverage is purchased the cancellation will be effective (see attached)
2. We may cancel the policy for any reason if the policy has been in effect for less than sixty (60) days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
  - a. You fail to pay all premiums when due, however, we must deliver or mail, first class, not less than thirty (30) days advance written notice stating when the cancellation is to take effect;
  - b. A material misrepresentation
  - c. A substantial breach of the obligations, conditions or warranties under the policy; or
  - d. A substantial change in the risk we assumed under the policy, unless it was reasonable for us to foresee the change or expect the risk when we issued the policy
3. If we cancel for any permissible reason other than nonpayment of premium, we must deliver or mail, first class, not less than \*thirty (30) days 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.
4. The policy period will end on the day and hour stated in a notice of cancellation.

### B. Nonrenewal

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than \*sixty (60) days advance written notice stating our intention not to renew this policy.
2. We do not have to renew this insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.
3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year, whichever is less.
4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policyholder, at least sixty (60) days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

If we provide such notice within sixty (60) days prior to the renewal date, the new terms will not take effect until sixty (60) days after written notice is mailed or delivered, in which case, you, the policyholder, may elect to cancel the renewal policy at any time during the sixty (60) day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the sixty (60) day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that; (a) is less than 25%; or, (b) results from a change based on your action that alters the nature and extent of the risk insured against; including, but not limited to, a change in the classifications for the business.

- \* Any written agreement attached to and made a part of the policy, between the insurance carrier and policyholder that extends the cancellation or nonrenewal notification time frame, will supersede the aforementioned notification requirements found in items A.3., and B.1., respectively.

Workers Compensation and Employers Liability Insurance Policy

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

WC 00 04 22 C

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 premium, 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.

**Schedule****State****Rate****Premium****SHOWN IN ITEM 4 OF THE INFORMATION PAGE**



### EMPLOYER'S FIRST REPORT OF INJURY OR DISEASE

**Department of Workforce Development  
Worker's Compensation Division**  
 201 E. Washington Ave., Rm. C100  
 P.O. Box 7901  
 Madison, WI 53707-7901  
 Imaging Server Fax: (608) 260-2503  
 Telephone: (608) 266-1340  
 http://www.dwd.wisconsin.gov/wc  
 e-mail: DWDDWC@dwd.wisconsin.gov

**Fatal Injuries:** Employers subject to ch.102, Wis. Stats., must report injuries resulting in death to the Department and to their insurance carrier, if insured, within one day after the death of the employee.  
**Non-Fatal Injuries:** If the injury or occupational illness results in disability beyond the three-day waiting period, the employer, if insured, must notify its insurance carrier within 7 days after the injury or beginning of disability. Medical-only claims are to be reported to the insurance carrier only, not the Department.  
**Electronic Reporting Requirement:** All work-related injuries and illnesses resulting in compensable lost time, with the exception of fatalities, must be reported electronically to the Department via EDI or Internet by the insurance carrier or self-insured employer within 14 days of the date of injury or beginning of disability. Employer may fax claims for fatal injuries to the Imaging Fax Server number on this form.

Provision of your Social Security Number (SSN) is voluntary. Failure to provide it may result in an information processing delay. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1)(m), Wisconsin Statutes].  
 (Please read the instructions on page 2 for completing this form)

|   |  |   |   |  |   |  |                                       |
|---|--|---|---|--|---|--|---------------------------------------|
| <b>EMPLOYEE</b>   | Employee Name (First, Middle, Last)  |   | Social Security Number<br>- -   |  | Sex<br><input type="checkbox"/> M <input type="checkbox"/> F              | Employee Home Telephone No.<br>( ) -   |                                       |
|   | Employee Street Address  |   |   | City   | State   | Zip Code   | Occupation                            |
|   | Birthdate  | Date of Hire                                |   | County and State Where Accident or Exposure Occurred?  |   |  |                                       |
| <b>EMPLOYER</b>   | Employer Name  |   | WI Unemployment Ins. Acct No.   |  | Self-Insured?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | Nature of Business (Specific Product) |
|   | Employer Mailing Address   |   |   | City   | State   | Zip Code   | Employer FEIN                         |
|   | Name of Worker's Compensation Insurance Co. or Self-Insured Employer<br><b>AUTO-OWNERS INSURANCE CO. (920) 993-8550 Fax: (920) 993-0720</b>  |   |   |  |   |  | Insurer FEIN<br><b>38-0315280</b>     |
|   | Name and Address of Third Party Administrator (TPA) Used by the Insurance Company or Self-Insured Employer<br><b>P.O. Box 207, Appleton, WI 54912-0207</b>   |   |   |  |   |  | TPA FEIN                              |
| <b>WAGE INFORMATION</b>   | Wage at Time of Injury<br>\$   | Specify per hr., wk., mo., yr., etc<br>Per: |   | In Addition to Wages, <input type="checkbox"/> Meals<br>Check Box(es) if <input type="checkbox"/> Room<br>Employee Received: <input type="checkbox"/> Tips |   | No. of Meals/wk.<br>No. of Days/wk<br>Avg. Weekly Amt. \$  |                                       |
|   | Is Worker Paid for Overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, After How Many Hours of Work Per Week?   |   |   |  |   |  |                                       |
|   | For the 52 Week Period Prior to the Week the Injury Occurred, Report Below the Number of Weeks Worked in the Same Kind of Work, and the Total Wages, Salary, Commission and Bonus or Premium Earned for Such Weeks.  |   |   |  |   |  |                                       |
|   | No. of Weeks:  | Gross Amount Excluding Tips: \$             |   |  | If Piece-Work, No. of Hrs. Excluding Overtime:                            |  |                                       |
|   |  |   | Start Time  |  | Hours Per Day   | Hours Per Week   | Days Per Week                         |
|   | Employee's Usual Work Schedule When Injured:   |   | : <input type="checkbox"/> AM <input type="checkbox"/> PM   |  |   |  |                                       |
| Employer's Usual Full-Time Schedule For This Type of Work At Time of Employee's Injury: |  |   |   |  |   |  |                                       |
| <b>INJURY INFORMATION</b>   | Part-Time Employment Information:  |   | Are There Other Part-Time Workers Doing the Same Work With the Same Schedule?<br><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many? |  |   | Number of <b>Full-Time</b> Employees Doing The Same Type Of Work:  |                                       |
|   | Injury Date  | Time of Injury<br>: AM : PM                 |   | Last Day Worked  | Date Employer Notified  | <input type="checkbox"/> Date Returned to Work<br><input type="checkbox"/> Estimated Date of Return  |                                       |
|   | Did Injury Cause Death?<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |   | Date of Death   | Was This a Lost Time or Other Compensable Injury?<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |   | Did Injury Occur Because of:<br><input type="checkbox"/> Substance Abuse <input type="checkbox"/> Failure to Use Safety Devices <input type="checkbox"/> Failure to Obey Rules |                                       |
|   | Was Employee Treated in an Emergency Room? <input type="checkbox"/> Yes <input type="checkbox"/> No  |   |   | Was Employee Hospitalized Overnight as an In-Patient? <input type="checkbox"/> Yes <input type="checkbox"/> No   |   |  |                                       |
|   | Name and Address of Treating Practitioner and Hospital:<br>Case Number from the OSHA Log:  |   |   |  |   |  |                                       |
|   | <b>Injury Description</b> - Describe Activities of Employee When Injury or Illness Occurred and What Tools, Machinery, Objects, Chemicals, Etc. Were involved.<br><br>What Happened to Cause This Injury or Illness? (Describe How The Injury Occurred)<br><br>What Was The Injury or Illness? (State the Part of Body Affected and How It Was Affected) |   |   |  |   |  |                                       |
| Report Prepared By  |  | Work Phone Number<br>( ) -                  |   | Position   |   | Date Signed  |                                       |

## EMPLOYER AND INSURANCE CARRIER INSTRUCTIONS

The employer must complete all relevant sections on this form and submit it to the employer's worker's compensation insurance carrier or third party claim administrator within seven (7) days after the date of a work-related injury which causes permanent or temporary disability resulting in compensation for lost time. The employer's insurance carrier or the third-party claim's administrator may request that this form also be used to immediately report any injury requiring medical treatment, even though it does not involve lost work time.

For any work injury resulting in a **fatality**, the employer must also submit this form directly to the Department of Workforce Development **within 24 hours of the fatality**.

An employer exempt from the duty to insure under s. 102.28, Wis. Stats., and an insurance carrier administering claims for an insured employer are required to submit this form to the Department of Workforce Development within 14 days of the date of work injury.

### MANDATORY INFORMATION

**In order to accurately administer claims, each of the following sections of this form must be completed.** The First Report of Injury will be returned to the sender if the mandatory information is not provided.

**Employee Section:** Provide all requested information to identify the injured employee. If an employee has multiple dates of employment, the "Date of Hire" is the date the employee was hired for the job on which he or she was injured.

**Employer Section:** Provide all requested information to identify the injured worker's employer at the time of injury. Provide the name and Federal Employer Identification Number (FEIN) for the insurance carrier or self-insured employer responsible for the worker's compensation expenses for this injury. Also identify the third party claim administrator, if one is used for this claim.

**Wage Information Section:** Provide the information requested regarding the injured employee's wage and hours worked for the job being performed at the time of injury.

**Injury Information Section:** Provide information regarding the date and time of injury. Provide a detailed description of the injury, including part of the body injured, the specific nature of the injury (i.e., fracture, strain, concussion, burn, etc.) and the use of any objects or tools (i.e., saw, ladder, vehicle, etc.) that may have caused the injury. Provide the name of the person preparing this report and the telephone number at which they may be reached, if additional information is needed. This form was designed to include information required by OSHA on form 301. If this section is completed and retained, the employer will not have to complete the OSHA 301 form.



**Help Us To Help You Reduce Your Insurance Cost****CONTRACT WORK**

The Workers Compensation Law may make you responsible to the employees of a contractor (or subcontractor) doing work for you, unless such contractor (or subcontractor) is operating under the Workers Compensation Act. Your Workers Compensation and Employer's Liability Insurance Policy affords you complete coverage for this liability.

If such contractor (or subcontractor) is operating under the Workers Compensation Act, you should secure satisfactory evidence to that effect, preferably by securing a Certificate of Insurance, to be retained by you and to be available to our payroll auditor at time of audit.

Lack of such evidence requires a statement of wages earned by employees of such contractor (or subcontractor) upon which you may be charged the appropriate premium.

**MINORS**

The illegal employment of minors is one source of excessive losses. The laws of many states require that up to triple benefits be paid to injured employees under 18 years of age unless their employment has been made legal. This may require approval of your state labor department for you to employ minors in the kind of work being done and the minor himself may be required to secure a "working permit". You will want to check with your state authorities to be sure you are in compliance with the law.

HELP US TO HELP YOU REDUCE YOUR INSURANCE COSTS

**AUTO-OWNERS INSURANCE**

**WORKER'S COMPENSATION - WISCONSIN**

**REPORTING OF CLAIMS**

Notice to Employers:

1. Report all injuries, whether or not medical attention is required.
2. Report the injury or claim promptly. Do not delay. Do not wait for medical reports or bills. The law may impose penalties and/or fines against the employer for late reporting.
3. Reporting Procedure: When an injury occurs on the job, complete two (2) copies of Form WKC-12, "Employer's First Report of Injury or Disease." Be sure to complete all entries on Form WKC-12. Incomplete forms cause delays which could invite penalties and/or fines by the State.
  - (a) Submit the original to your Auto-Owners Claims Office.
  - (b) Retain one (1) copy for your records.
  - (c) Submit all other claim related material (medical reports, bills, etc.) to your Auto-Owners Claims Office.
4. Please feel free to call the Claims Office listed below regarding all questions relating to your Worker's Compensation claims.

Agent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Claims Office:

Auto-Owners Insurance Company

P.O.Box 207

Appleton, WI 54912-0207

Phone (920) 993-8550

Fax 920-993-0720