



PO BOX 40790
LANSING, MI 48901-7990

**KANSAS CITY INTERNATIONAL
ACADEMY
414 WALLACE AVE
KANSAS CITY MO 64125**

Welcome to Accident Fund!

As the WorkSafe People™, we're experts at helping our customers keep their workers safe and their costs down. A trusted name in workers' compensation since 1912, Accident Fund is financially strong and stable; rated "A-" (Excellent) by A.M. Best and a wholly-owned subsidiary of Accident Fund Holdings, Inc., one of the largest workers' compensation insurers in the country. Together we will share the goal of providing the safest work environment and quality care for your employees.

Website Access: As an Accident Fund policyholder, you now can access our secured policyholder website. The site provides links to paying your invoices online; claims reporting; useful forms; and our WorkSafe Toolbox™, which provides you access to tip sheets, online safety training modules, marketing materials and more. We've also partnered with CLMI Safety Training to provide a wide variety of low-cost safety-training videos from our online library.

To register for the first time on the Policyholder site, go to www.accidentfund.com, and click on Login under the policyholder section and then select Register Here under the For Initial Policyholder Login heading. You will need your policy number, Federal Employer Identification Number (FEIN) and your policy expiration date to register, which are all available on your policy.

Please note: Only one person can perform the initial registration process for the site. The first person to do so will be designated as the Security Administrator for their organization. This role is typically managed by a Human Resources staff member because of the responsibilities attached to the designation, which allows the individual to grant other users at their organization access to the site and any necessary applications via the Security Administrator tools. Instructions for Security Administrators as to how to set up other users are available on the site. All registered users will automatically be granted access to the WorkSafe Toolbox features; the Security Administrator will need to provide users with access to any applications they require, including Online Payments and Report a Claim.

Accident Fund's Online Claims Reporting: Our enhanced Report a Claim functionality, available on the Policyholder site, allows you to complete a claim quickly with your specific policyholder information pre-populated on the claim form. Once submitted you are immediately provided with a claim number. Or go to www.accidentfund.com and click on the Report a New Claim icon to be taken to our general First Report of Injury form for completion.

When Injury Occurs

1. In the event of a workplace injury, always take care of the employee first. If it's an emergency, dial 9-1-1 immediately.

2. Contact Accident Fund's Claims Express service within 24 hours. **To expedite claims reporting, please utilize our website.**

Online - www.accidentfund.com

Email - ClaimsExpress@accidentfund.com

Fax - 1-866-814-5595

Phone - 1-866-206-5851

3. Communicate with your injured employees.

Important information for filing a claim:

- Date of accident
- Employee's last day of work
- Policy number
- Expected return-to-work date
- Claim reported by: name, job, title, phone
- Type of injury
- Employee's Social Security number
- How the accident happened?
- Employee's full name, address, phone
- Date injury was reported to employer
- Employee's hire date and date of birth
- Employee's supervisor's name and phone

WorkSafe Care Pharmacy Program: This efficient and simple to use program eliminates up-front prescription costs to the injured worker and ensures that prescriptions are directly related to the workplace injury. The pharmacy program reduces employers' costs by up to 40%.

Loss Control Services: We provide your business access to a wide array of loss control services and online safety materials. Our experienced WorkSafe Consultants are in the field providing workplace assessments to identify job hazards, ergonomic and personal protective equipment enhancements, and loss trend analysis. Our no-cost safety training modules are accessible 24/7 for your employees, and loss control booklets and other printed materials are available on our website.

Translation Services: Accident Fund provides language translation services for your non-English-speaking employees. When you call Accident Fund with the first report of injury, inform your customer service associate that the injured employee speaks a language other than English.

Fraud Reporting: If you or an employee suspects workers' compensation fraud, contact our anonymous tip-line at 1-800-944-FRAUD (3728). All calls are confidential.



Policy Number: WCV 8013501
Named Insured: KANSAS CITY INTERNATIONAL
Agent: CBIZ INSURANCE SERVICES INC 0015193

PULL POSTING NOTICE FOR THE STATE OF:

MISSOURI



INSURED COPY

Installment Schedule 05/17/2021
Date

Insured:

KANSAS CITY INTERNATIONAL
ACADEMY
414 WALLACE AVE
KANSAS CITY MO 64125

Agent:

CBIZ INSURANCE SERVICES INC
700 W 47TH ST STE 1100
KANSAS CITY MO 64112

Policy Number: WCV 8013501 04 02

Telephone: 816-945-5500

Effective Date: 07/01/2021

Expiration Date: 07/01/2022

For billing questions please call 1-866-206-5851

<u>Date</u>	<u>Type</u>	<u>Amount</u>	<u>Previously Paid</u>	<u>Amount Due Now</u>
07/01/2021	INITIAL INSTALLMENT	\$3,242.90		\$0.00
08/01/2021	INSTALLMENT	\$2,161.90		\$0.00
09/01/2021	INSTALLMENT	\$2,161.90		\$0.00
10/01/2021	INSTALLMENT	\$2,161.90		\$0.00
11/01/2021	INSTALLMENT	\$2,161.90		\$0.00
12/01/2021	INSTALLMENT	\$2,161.90		\$0.00
01/01/2022	INSTALLMENT	\$2,161.90		\$0.00
02/01/2022	INSTALLMENT	\$2,161.90		\$0.00
03/01/2022	INSTALLMENT	\$2,161.90		\$0.00
04/01/2022	INSTALLMENT	\$2,161.90		\$0.00

THIS IS NOT A BILL. Please do not remit payment at this time.

To make payments online, visit www.accidentfund.com

Important information about your workers compensation policy

Please review the following questions closely.

Your workers compensation insurance policy has been renewed based upon the assumption that the following items have not changed.

Does the applicant work underground, or above or below 15 feet?

Is 50% or more of the work subcontracted out to others?

Does the risk lease his employees?

Does the risk have a permanent location or an out of state employee that is not working in the state of operations?

Is there any interchange of labor with other entities?

Is any work performed on water, vessels, docks or bridges?

Does the risk own or operate an aircraft or watercraft?

Is the business a 24-hour operation?

If any of the above factors changed in the last year, please contact your agent immediately since this may affect your policy's status.

Thank you.



MISSOURI NOTICE OF REJECTION OF ADDITIONAL MESOTHELIOMA BENEFITS

Missouri Revised Statute Section 287.200.4 subdivision (3) provides additional benefits for employees who develop occupational diseases due to toxic exposure that are diagnosed to be mesothelioma and result in permanent total disability or death. Your workers' compensation policy provides insurance for these additional benefits.

To reject liability for mesothelioma additional benefits provided under Section 287.200.4, subdivision (3), of the Missouri Revised Statutes, you must notify us of this election. Once you notify us, we will endorse this policy to exclude insurance for these additional benefits. If you reject liability for mesothelioma additional benefits, the exclusive remedy provisions under Missouri Revised Statutes Section 287.120 shall not apply to your liability for mesothelioma additional benefits.

If you wish to reject liability for mesothelioma, please place an X next to the rejection statement below, have this form signed by an officer and return to us. Upon receipt of this signed form, we will endorse your policy to exclude insurance for these additional benefits.

___ I reject liability for mesothelioma additional benefits provided under section 287.200 subdivision (3), of the Missouri Revised Statutes. I understand, by rejecting liability for mesothelioma additional benefits, the exclusive remedy provisions under Missouri Revised Statutes Section 287.120 shall not apply to liability for mesothelioma additional benefits.

If we do not receive this signed rejection form within thirty days of the policy effective date, coverage is elected. Your policy will not be endorsed as it currently provides insurance for these additional benefits.

Name Insured: KANSAS CITY INTERNATIONAL Policy #: WCV 8013501 04

Signature of Officer

Date

Printed name

Title

POLICYHOLDER NOTICE**NON SUFFICIENT FUNDS CHARGE**

If a payment is made to us by check, draft, debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds we will impose a charge of \$20 insufficient funds fee per occurrence. However, we will not charge an insufficient funds fee if the failure in payment resulted from fraud or misuse on the policyholder's account from which the payment was made and such fraud or misuse was not attributed to the policyholder.

**Basic Manual for Workers' Compensation and Employers Liability Insurance
Missouri Version**

Notice to Insured

We are pleased to acknowledge the issuance of your workers' compensation insurance policy with Accident Fund (the "Company"). Enclosed is your policy and invoice representing the deposit premium for the policy or the advance deposit premium due. We ask that if there is a premium due on your invoice, that you pay the designated amount by the date shown on the invoice to avoid policy cancellation. Please review your policy to ensure that we have the correct information about your business.

Should any changes in payroll, ownership or location occur during the policy period, please advise your agent or Accident Fund promptly so that the policy may be corrected. The policy cannot be assigned over to a new ownership or changed to a different entity without approval of the Company.

If this is a renewal policy and you do not desire to continue your coverage with the Company, please notify us immediately.

As a new policyholder, you will receive a packet of information under separate cover that will acquaint you with the services provided by the Company. As a renewal policyholder, should you require additional forms for reporting claims, or information regarding services provided, do not hesitate to contact us at 1-866-206-5851.

Thank you again for choosing Accident Fund for your insurance needs. We assure you that it is our desire to render the best possible service throughout your policy year.

Special Notice

Pursuant to Missouri Rules of Department of Labor and Industrial Relations, Division 50, Chapter 7, Section 8 CSR 50-7.040, Accident Fund is required to notify its policyholders of the availability of our services pertaining to a comprehensive safety engineering and management program. We provide your business a wide array of loss control services and online safety materials. Our experienced Loss Control Consultants are in the field providing workplace assessments to identify job hazards, ergonomic and personal protective equipment enhancements, and loss trend analysis. Our no-cost safety training modules are accessible 24/7 for your employees, and loss control booklets and other printed materials are available on our website: <http://www.accidentfund.com/accident-fund-toolbox/loss-control/>

You can also reach us by mail addressed to:

**Accident Fund
Loss Control Division
P. O. Box 40790
Lansing, MI 48901-7990**

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2019, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels, or the premises of a United States mission; and to have 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is listed under Item 4 Premium of the Policy Information Page, and does not include any charges for the portion of losses covered by the United States Government under the Act.



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 8013501	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

Transaction

INFORMATION PAGE
RENEWAL OF POLICY WCV 8013501

Named Insured and Address	Agent
KANSAS CITY INTERNATIONAL ACADEMY 414 WALLACE AVE KANSAS CITY MO 64125	CBIZ INSURANCE SERVICES INC 700 W 47TH ST STE 1100 KANSAS CITY MO 64112 Telephone: 816-945-5500
	0015193

Other Workplaces Not Shown Above: See schedule attached
Extended Named Insured: Absence of an entry means no exception

Interstate ID:	Intrastate ID:
Insured Is: NON-PROFIT CORP	FEIN # 474547605
Bureau/Risk ID: 241102963	NCCI #: 16729
Unemployment Id Number:	

ITEM 2. POLICY PERIOD is from 12:01 A.M., 07/01/2021 to 12:01 A.M., 07/01/2022 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

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

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
- C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states, Puerto Rico, the U.S. Virgin Islands, and states designated in Item 3. A. of the Information Page.
- D. This policy includes these endorsements and schedules:**

N-NTI-PD	(5/20)	PN99NSF	(1/18)	WC000000C	(1/15)	WC000310	(4/84)
WC000311A	(8/91)	WC000403	(4/84)	WC000406A	(7/95)	WC000414A	(1/19)
WC000419	(1/01)	WC000422C	(1/21)	WC000425	(5/17)	WC240302	(1/14)

ITEM 4. 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.

C L A S S I F I C A T I O N S

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

<u>Minimum Premium</u>	<u>Deposit Premium</u>	<u>Total Estimated Annual Premium</u>	<u>Premium Adjustment Period:</u>
\$800	\$22,700	\$22,700	Annual - Reporting

INSURED COPY



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
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KANSAS CITY INTERNATIONAL ACADEMY 414 WALLACE AVE KANSAS CITY MO 64125	CBIZ INSURANCE SERVICES INC 700 W 47TH ST STE 1100 KANSAS CITY MO 64112 Telephone: 816-945-5500
	0015193

SCHEDULE OF CLASSIFICATIONS:

CLASSIFICATIONS	CODE NO	PREM BASIS ESTIMATED REMUNERATION	RATE PER \$100	ESTIMATED ANNUAL PREMIUM
STATE: Missouri				
SCHOOL PROFESSIONAL EMPLOYEES & CLERICAL	8868	6,286,662	0.48000	30,176
SCHOOL ALL OTHER EMPLOYEES	9101	228,014	4.17000	9,508
Subtotal State Premium				\$ 39,684
PREMIUM DISCOUNT	0063	21,966	0.05000	- 1,098
EXPENSE CONSTANT	0900			230
2ND INJURY FUND PREMIUM SURCHARGE	2ND IN	21,619	1.03000	649
TERRORISM	9740	6,514,676	0.00800	521
INCR LIMITS OF EMPLOYERS LIAB	9812	39,684	0.01100	437
SCHEDULE CREDIT	9887	29,288	0.75000	- 7,322
EXPERIENCE MODIFICATION	9898	40,121	0.73000	- 10,833
MO SUPPLEMENTAL SECOND INJURY FUND	MO SSS	21,619	1.02000	432
Total State Premium				\$ 22,700
Total Estimated Premium				\$ 22,700



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 8013501	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

Transaction

INFORMATION PAGE
RENEWAL OF POLICY WCV 8013501

Named Insured and Address	Agent
KANSAS CITY INTERNATIONAL ACADEMY 414 WALLACE AVE KANSAS CITY MO 64125	CBIZ INSURANCE SERVICES INC 700 W 47TH ST STE 1100 KANSAS CITY MO 64112 Telephone: 816-945-5500
	0015193

SCHEDULE OF COVERED WORKPLACES

Address

KANSAS CITY INTERNATIONAL
ACADEMY
414 WALLACE AVE
KANSAS CITY MO 64125-1132



Workers Compensation and Employers Liability Insurance Policy

Policy Number	Policy Period	
	From	To
WCV 8013501	07/01/2021	07/01/2022
12:01 A.M. Standard Time at the described location		

Transaction

INFORMATION PAGE
RENEWAL OF POLICY WCV 8013501

Named Insured and Address	Agent
KANSAS CITY INTERNATIONAL ACADEMY 414 WALLACE AVE KANSAS CITY MO 64125	CBIZ INSURANCE SERVICES INC 700 W 47TH ST STE 1100 KANSAS CITY MO 64112 Telephone: 816-945-5500
	0015193

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
MO	WC240406D	(8/16)	MO EMPLOYER PAID MEDICAL ENDT
MO	WC240601B	(1/96)	MO CANC/NRN ENDT
MO	WC240602B	(7/06)	MO PROP & CAS GUARANTY ASSOC
MO	WC240604C	(9/19)	MO AMENDATORY ENDORSEMENT
MO	WC990660	(5/17)	EXECUTION CLAUSE ENDORSEMENT

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
QUICK REFERENCE**

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

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

Privacy Disclosure Notice

To our customers

Accident Fund National Insurance Company (“the Company” or “we”) does not disclose any non-public personal information about our individual policyholders, applicants, claimants, customers or former customers to any non-affiliated third party other than those permitted by law and only for the purpose of transacting the business of insurance.

What kinds of information do we collect and from whom?

The Company collects majority of its information directly from you and/or your agent. This information can include, but is not limited to, name, address, e-mail address, phone number, social security number, income, account balances, transaction history, credit history, insurance claim history, and medical information. The personal information collected is used to help serve your insurance needs, conduct company business, adjust claims, provide customer service and fulfill legal regulatory requirements.

What do we do with the information collected about you?

We use the information collected to evaluate your request for insurance coverage, provide policy and premium quotes, service your claims, and determine your rates. We do not disclose information about you to anyone unless such disclosure is expressly authorized by you, required by law, or is necessary to enable our employees or authorized agents to perform functions for the Company. The information is not available to the public.

What safeguards do we use?

The Company has a security program consisting of physical, electronic, and procedural safeguards designed to ensure the security and confidentiality of information collected and disclosed.

For a copy of our Privacy Policy:

Visit our website: www.accidentfund.com

Call toll-free: 1-866-206-5851

Write: Accident Fund National Insurance Company
Office of the General Counsel
Attn: Privacy Officer
PO Box 40790
Lansing, MI 48901-7990

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

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

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

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

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

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or

workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

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

(Ed. 1-15)

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.

(Ed. 1-15)

**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.

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

Persons

State

Sole Proprietor:

Partners:

Officers: FLEMING, STEVE

MISSOURI

Others:

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. Exclusions

This insurance does not cover:

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

D. Before We Pay

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

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

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

E. Recovery From Others

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

F. Employers Liability Insurance

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

	Schedule	
<u>Employees</u>	<u>State of Employment</u>	Designated Workers' <u>Compensation Law</u>

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

Estimated Eligible Premium

1. State	First \$10,000	Next \$190,000	Next \$1,550,000	Balance Over \$1,750,000
MISSOURI	0.0%	9.1%	11.3%	12.3%

2. Average percentage discount: %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number: WCV 8013501

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

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

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

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

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

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

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

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

Definitions

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

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

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

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

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

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

(Ed. 01-2021)

Limitation of Liability

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

Policyholder Disclosure Notice

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

State	Schedule	Rate	Premium
MISSOURI		0.008	

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

MISSOURI NOTIFICATION OF ADDITIONAL MESOTHELIOMA BENEFITS ENDORSEMENT

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

Section 287.200.4, subdivision (3), of the Missouri Revised Statutes provides additional benefits in the case of occupational diseases due to toxic exposure that are diagnosed to be mesothelioma and result in permanent total disability or death. Your policy provides insurance for these additional benefits.

If you reject liability for mesothelioma additional benefits provided under Section 287.200.4, subdivision (3), of the Missouri Revised Statutes, you must notify us of this election. Once you notify us, we will endorse this policy to exclude insurance for these additional benefits. If you reject liability for mesothelioma additional benefits, the exclusive remedy provisions under Missouri Revised Statutes Section 287.120 shall not apply to your liability for mesothelioma additional benefits.

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium:

Insurance Company

Countersigned by _____

MISSOURI EMPLOYER-PAID MEDICAL ENDORSEMENT

This endorsement applies because Missouri is shown in Item 3.A. of the Information Page.

As a Missouri employer, you have the right, as provided by Section 287.957 of the Revised Statutes of Missouri, to have medical-only claims that do not exceed 20% of the current primary and excess loss split point amount, as shown in the Schedule below, excluded from your experience rating modification calculation. This will only be allowed when you pay all of the employee's medical costs; there is no lost time from the employment, other than the first three days or less of disability; and no claim is filed. The current primary and excess loss split point amount is provided in the rating values of NCCI's Experience Rating Plan Manual. You still must report all injuries, regardless of the dollar amount, to the Division of Workers' Compensation and to us.

However, it should be noted that if, at any time, the medical expenses that are paid out of pocket due to a particular injury ever exceed 20% of the current primary and excess loss split point amount and/or the employee misses more than three days from work due to the injury, then this injury must be reported to us as a claim. We will pay the full amount of the claim, which includes any reimbursements due to you for past medical expenses incurred by you for this particular claim. As a result, the total amount of losses incurred by us due to this claim will be included in your experience rating modification calculation.

Schedule

20% of the Current Primary and Excess Loss Split Point Amount \$16,500

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium:
Insurance Company Countersigned by

MISSOURI CANCELATION AND NONRENEWAL ENDORSEMENT

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

The **Cancellation** Condition of the policy is replaced by the following:

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancelation is to take effect.
2. We may cancel this policy. We will mail or deliver to you not less than 60 days advance written notice stating when the cancelation is to take effect and our reason for cancelation. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The 60-day notice requirement does not apply where cancelation is based on one or more of the following reasons:
 - a. nonpayment of premium;
 - b. fraud or material misrepresentation affecting the policy or in the presentation of a claim under the policy;
 - c. a violation of policy terms;
 - d. changes in conditions after the effective date of the policy materially increasing the hazards originally insured;
 - e. our insolvency;
 - f. our involuntary loss of reinsurance for the policy.
4. The policy period will end on the day and hour stated in the cancelation notice.

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice stating when the nonrenewal will take effect and our reason for nonrenewal. Proof of mailing of this notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. we show you our willingness to renew the policy but you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. you fail to pay all premiums when due; or
 - c. you obtain other insurance as a replacement of the policy.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION NOTIFICATION ENDORSEMENT

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

Missouri Property and Casualty Insurance Guaranty Association Coverage Limits:

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitation applies subject to all other provisions of the Act:
 - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

However, the association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

MISSOURI AMENDATORY ENDORSEMENT

This endorsement applies because Missouri is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section G. (Audit) of the policy is replaced by the following:

G. Audit

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

Audits must be completed and billed, and any premiums will be returned, within 120 days of policy expiration or cancellation unless:

1. Delay is caused by your failure to respond to reasonable audit requests, provided that the requests are timely and adequately documented; or
2. A written agreement between you and us provides a longer time frame.

If you or we have any objection to the results of any audit, you or we may send a written notice demanding a reconsideration of the audit within three years from the date of expiration or cancellation of this policy. The written notice must be based upon sufficiently clear and specific facts as to why the audit should be reconsidered.

If you do not allow us to examine and audit all of your records relating to this policy, and/or do not provide audit information as timely and reasonably requested, we may apply an Audit Noncompliance Charge equal to a maximum of up to two times the estimated annual premium. The method for determining the Audit Noncompliance Charge 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 also result in the cancellation of your insurance coverage, as specified under the policy and allowed under Missouri law.

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

Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
Estimated Annual Premium	2.0

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

Execution Clause Endorsement

In Witness Whereof, the Company has caused this policy to be executed and attested to by its President and Secretary. Where required by law, the Information Page has been countersigned by our duly authorized representative.

Steve Cooper, President

Bobbi J. Elliott, Secretary



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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____