

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF OLMDSTED

THIRD JUDICIAL DISTRICT
CASE TYPE: CONTRACT

Austin Fredrik Hoover,

Court File No. 55-CV-23-1818

Plaintiff,

Judge Christina K. Stevens

v.

Turf Tye Spicer and Custom Fabricating &
Repair, Inc.,**THIRD-PARTY DEFENDANT WEST
BEND INSURANCE COMPANY'S
ANSWER TO THIRD-PARTY
COMPLAINT, AND COUNTERCLAIM
FOR DECLARATORY RELIEF**

Defendants,

and

Custom Fabricating & Repair, Inc.,

Third-Party Plaintiff,

v.

Great American E&S Insurance Company
and West Bend Insurance Company f/d/b/a
West Bend Mutual Insurance Company,

Third-Party Defendants.

COMES NOW Third-Party Defendant West Bend Insurance Company f/d/b/a West Bend Mutual Insurance Company (hereinafter "West Bend"), and for its Answer to Custom Fabricating & Repair, Inc.'s Third-Party Complaint, and Counterclaim for Declaratory Relief, states and alleges as follows:

ANSWER TO THIRD-PARTY COMPLAINT

1. Except as hereinafter admitted, qualified, or otherwise answered, generally denies all allegations in Custom Fabricating & Repair, Inc.'s Third-Party Complaint (hereinafter

“Custom” and “Custom’s Third-Party Complaint”).

2. In response to the allegations in paragraph 1 of Custom’s Third-Party Complaint, admits only that this is a declaratory judgment action. Specifically denies that it breached the Employers Liability Coverage Part of the Standard Workers Compensation and Employers Liability Policy it issued to Custom for the policy period of 2/6/2021 to 2/6/2022 (hereinafter the “Policy”), and puts Custom to its strict proof thereof.

3. In response to the allegations in paragraph 2 of Custom’s Third-Party Complaint, admits only that one of the bases for its coverage denial is that Plaintiff Austin Fredrik Hoover’s Complaint does not allege “bodily injury”...aris[ing] out of and in the course of the injured employee’s employment by [Custom]”, and thus does not trigger a duty to defend under the Policy.

4. Paragraph 3 of Custom’s Third-Party Complaint sets forth statements and conclusions of law to which no response is required from West Bend under Civil Procedure Rule 8.04. To the extent that a response is deemed required, denies same and puts Custom to its strict proof thereof.

5. Admits the allegations in paragraph 4 of Custom’s Third-Party Complaint.

6. The allegations in paragraph 5 of Custom’s Third-Party Complaint are directed to another third-party defendant, and thus constitute averments to which no response is required from West Bend under Civil Procedure Rule 8.04.

7. Admits the allegations in paragraph 6 of Custom’s Third-Party Complaint.

8. Admits upon information and belief the allegations in paragraph 7 of Custom’s Third-Party Complaint.

9. Lacks sufficient information to form a belief as to the truth of the allegations in paragraph 8 of Custom’s Third-Party Complaint.

10. In response to the allegations in paragraph 9 of Custom's Third-Party Complaint, admits only that Olmsted County is a proper venue for the determination of West Bend's and Custom's respective rights and obligations under the Policy, if any, with respect to the claims asserted against Custom by Plaintiff Austin Fredrik Hoover.

11. The allegations in paragraphs 10 through 15 of Custom's Third-Party Complaint are directed to another third-party defendant, and thus constitute averments to which no response is required from West Bend under Civil Procedure Rule 8.04.

12. Admits the allegations in paragraph 16 of Custom's Third-Party Complaint.

13. Admits the allegations in paragraph 17 of Custom's Third-Party Complaint.

14. In response to the allegations in paragraph 18 of Custom's Third-Party Complaint, admits only that Custom accurately quotes the initial coverage grant in the Employers Liability Policy section of the Policy.

15. In response to the allegations in paragraph 19 of Custom's Third-Party Complaint, admits only that Custom accurately quotes two of the conditions of the initial coverage grant in the Employers Liability Policy section of the Policy.

16. Admits the allegations in paragraph 20 of Custom's Third-Party Complaint.

17. In response to the allegations in paragraph 21 of Custom's Third-Party Complaint, admits only that Custom quotes part of the payment provision of the Employers Liability Policy section of the Policy. Affirmatively alleges that Custom omits from paragraph 21 of its Third-Party Complaint the qualifying clause, "provided the bodily injury is covered by this Employers Liability Insurance".

18. In response to the allegations in paragraph 22 of Custom's Third-Party Complaint, admits only that Custom quotes part of the defense payment provision of the Employers Liability

Policy section of the Policy. Affirmatively alleges that Custom omits from paragraph 22 of its Third-Party Complaint the qualifying sentence, “We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.”

19. Admits the allegations in paragraph 23 of Custom’s Third-Party Complaint.

20. Admits upon information and belief the allegations in paragraph 24 of Custom’s Third-Party Complaint.

21. Admits that paragraphs 25 through 36 of Custom’s Third-Party Complaint describe some of the allegations and claims in Plaintiff Austin Fredrik Hoover’s Complaint, as well as Defendant Turf Tye Spicer’s default status.

22. The allegations in paragraphs 37 through 40 of Custom’s Third-Party Complaint are directed to another third-party defendant, and thus constitute averments to which no response is required from West Bend under Civil Procedure Rule 8.04.

23. In response to the allegations in paragraph 41 of Custom’s Third-Party Complaint, admits only that Custom notified it of Plaintiff Austin Fredrik Hoover’s Complaint, and requested defense and indemnification under the Policy.

24. In response to the allegations in paragraph 42 of Custom’s Third-Party Complaint, admits only that one of the bases for its coverage denial is that Plaintiff Austin Fredrik Hoover’s Complaint does not allege “bodily injury”...aris[ing] out of and in the course of the injured employee’s employment by [Custom]”, and thus does not trigger a duty to defend under the Policy.

25. Paragraph 43 of Custom’s Third-Party Complaint sets forth a conclusion of law to which no response is required from West Bend under Civil Procedure Rule 8.04. To the extent that a response is deemed required, denies same and puts Custom to its strict proof thereof.

26. Admits the allegations in paragraph 44 of Custom’s Third-Party Complaint.

27. Admits the allegations in paragraph 45 of Custom's Third-Party Complaint.

28. Admits the allegations in paragraph 46 of Custom's Third-Party Complaint.

29. Admits that paragraph 47 of Custom's Third-Party Complaint quotes part of West Bend's reasoning in denying coverage under the Policy for the claims asserted by Plaintiff Austin Fredrik Hoover. Affirmatively alleges that the denial letter speaks, in full, for itself.

30. Admits that paragraph 48 of Custom's Third-Party Complaint quotes part of West Bend's reasoning in denying coverage under the Policy for the claims asserted by Plaintiff Austin Fredrik Hoover. Specifically denies Custom's allegation that it cited no legal support for the applicability of the personnel practices exclusion to negligent supervision and negligent retention claims. Affirmatively alleges that the denial letter speaks, in full, for itself.

31. The allegations in paragraphs 49 through 53 of Custom's Third-Party Complaint are directed to another third-party defendant, and thus constitute averments to which no response is required from West Bend under Civil Procedure Rule 8.04.

32. In response to the allegations in paragraph 54 of Custom's Third-Party Complaint, re-states and re-alleges the preceding paragraphs of this Answer as if fully set forth herein.

33. The allegations in paragraphs 55, 57 and 58 of Custom's Third-Party Complaint are directed to another third-party defendant, and thus constitute averments to which no response is required from West Bend under Civil Procedure Rule 8.04.

34. Admits the allegations in paragraph 56 of Custom's Third-Party Complaint.

35. Specifically denies the allegations in paragraphs 59 and 60 of Custom's Third-Party Complaint, and puts Custom to its strict proof thereof.

36. The allegations in paragraphs 61 through 69 of Custom's Third-Party Complaint are directed to another third-party defendant, and thus constitute averments to which no response

is required from West Bend under Civil Procedure Rule 8.04.

37. Admits the allegations in paragraph 70 of Custom's Third-Party Complaint.

38. Admits the allegations in paragraph 71 of Custom's Third-Party Complaint.

39. Specifically denies the allegations in paragraphs 72 through 77 of Custom's Third-Party Complaint, and puts Custom to its strict proof thereof.

40. Specifically denies that Custom is entitled to any of the relief requested in the WHEREFORE clause of its Third-Party Complaint, or otherwise, from West Bend.

AFFIRMATIVE DEFENSES

41. Custom's Third-Party Complaint fails to state a claim upon which relief can be granted against West Bend.

42. West Bend's coverage obligations under the Policy, if any, are subject to all policy provisions, declarations, terms, definitions, exclusions, conditions, or endorsements.

43. Custom's claims may be barred by one or more of the other affirmative defenses contemplated by Rule 8.03 of the Minnesota Rules of Civil Procedure. Whether any of these other affirmative defenses are applicable is unknown to West Bend at the time of this Answer and, therefore, so as to avoid waiver, West Bend hereby incorporates all such defenses as set forth in Rule 8.03.

COUNTERCLAIM FOR DECLARATORY RELIEF

West Bend, for its Counterclaim for Declaratory Relief against Custom, states and alleges as follows:

INTRODUCTION

1. This is a counterclaim for declaratory relief pursuant to the Uniform Declaratory Judgments Act, Minn. Stat. § 555.01 *et seq.*

2. An actual controversy exists between West Bend and Custom as to whether West Bend owes Custom any duty of defense or indemnification under the Policy with respect to the claims asserted against Custom by Plaintiff Austin Fredrik Hoover.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this counterclaim pursuant to Minn. Stat. § 555.01, which provides that “Courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed.”

4. This action is properly venued in Olmsted County pursuant to Minn. Stat. §542.09, which allows a party to initiate suit in a county in which the cause of action or some part thereof arose. Here, some part of Plaintiff Austin Fredrik Hoover’s claims for negligent supervision and negligent retention, which give rise to Custom’s claim for coverage under the Policy, arose in Olmsted County.

HOOVER’S CLAIMS AGAINST CUSTOM

5. In the Complaint, Plaintiff Austin Fredrik Hoover (“Hoover”) alleges the following:

- a. Defendant Turf Tye Spicer (“Spicer”), while in the State of Minnesota for the purpose of engaging in business on behalf of Custom, committed an act in Minnesota causing injury or property damage.
- b. On or about August 24, 2021, Hoover and Spicer were present on the premises located at 4323 Highway 52 North, Rochester, Minnesota 55901, specifically the Country Inn and Suites. At all times material, Hoover and Spicer were employees of Custom.
- c. Hoover and Spicer were temporarily residing at the Country Inn and Suites with other employees of Custom for an extended period of time while in the Rochester area engaged in their occupations.
- d. Hoover, Spicer, employees, and supervisors of Custom were present at the Country Inn and Suites after they had gotten off work.

- e. Spicer became angry with Hoover and his co-employees as a result of a verbal exchange.
 - f. In reaction to the verbal exchange, Spicer struck Hoover in the head with his fist causing Hoover to fall to the ground and strike his head on the cement surface of the parking lot.
 - g. As a direct result of Spicer's striking him, Hoover has suffered serious and permanent injury to his head and brain, other damages including emotional distress and mental anguish, pain and suffering, past and future medical expenses, loss of earnings and loss of earning capacity and other harm.
6. Based on these allegations, Hoover asserts assault and battery counts against Spicer, and negligent supervision and negligent retention counts against Custom.
7. In support of the negligent supervision count, Hoover alleges the following:
- a. Spicer and Hoover were at the Country Inn and Suites solely at the behest of Custom to perform work for it in the general location of the hotel.
 - b. While at the hotel and while on site, Hoover and Spicer were under Custom's supervision.
 - c. The managers and supervisors of Custom knew or should have known its employees, including Spicer, were engaging in consuming alcoholic beverages at the hotel.
 - d. The managers and supervisors of Custom knew or should have known consumption of alcohol by their employees, and in particular Spicer, increased the likelihood of confrontation between its employees which posed a threat of physical injury to its employees or others.
 - e. Despite this knowledge, Custom failed to monitor or act in any way to curb or regulate the consumption of alcohol by its employees, including Spicer, while staying at the hotel. Custom's failure to use reasonable care to monitor or act in any way to curb or regulate the consumption of alcohol by its employees while in a location for purposes of performing work was negligent or reckless.
 - f. As a direct and proximate result of Custom's failure to supervise the activities of its employees, as alleged, Hoover has suffered serious, disabling, and permanent injuries.
8. In support of the negligent retention count, Hoover alleges the following:

- a. Upon information and belief, Spicer has had physical altercations that Custom either knew about or with reasonable diligence, should have known about.
- b. Upon information and belief, supervisors and other employees of Custom had witnessed Spicer get into altercation with other employees both on work sites and off work sites.
- c. Upon information and belief, supervisors working for Custom had attempted to fire Spicer for blatant violations of company policies and misconduct.
- d. In 2017, Spicer was charged with aggravated assault, a felony, in Butte County, California. Custom knew or should have known about Spicer's charge with reasonable diligence. Custom knew or should have known of Spicer's dangerous propensities for physical assault and that Spicer posed a safety risk to other coworkers, given his dangerous propensities.
- e. Despite this knowledge, Custom failed to investigate allegations of aggressive behavior by Spicer, discipline, discharge, or reassign him.
- f. Custom's failure to take reasonable action to regulate, investigate, discipline, discharge, or reassign Spicer for his confrontational behavior towards his fellow employees was reckless and/or negligent. It was reasonably foreseeable that an employee who has propensity to confront and become violent with his or her co-workers would injure a co-worker if left unregulated.
- g. As a direct and proximate result of Custom's failure to investigate, discipline, discharge, or reassign Spicer, after it had knowledge or should have had knowledge of his proclivity towards confrontational and potentially violent behavior, as alleged, Hoover has suffered serious, disabling, and permanent injuries.

THE WEST BEND INSURANCE POLICY

9. West Bend issued a Standard Workers Compensation and Employers Liability Policy to Custom for the policy period of 2/6/2021 to 2/6/2022. A true and correct copy of the Policy is appended hereto as Exhibit A.

10. The Policy's Employers Liability Insurance applies to work in several states, including Wisconsin and Minnesota. The applicable coverage form, WC 00 00 00 C (Ed. 1-15),

provides in pertinent part as follows:

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:

* * *

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; ...

* * *

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.

WEST BEND'S REQUEST FOR DECLARATORY RELIEF

11. In a letter dated January 26, 2024, West Bend denied Custom's tender of defense with respect to the claims asserted against it by Hoover in the Complaint in this action. West Bend explained that the Complaint does not allege "bodily injury"...aris[ing] out of and in the course of the injured employee's employment by [Custom Fabricating]", and thus does not trigger a duty to defend under the Policy. West Bend further explained that the legal theories Hoover asserts against Custom -- negligent supervision and negligent retention -- seek damages arising out of Custom's personnel practices, acts or omissions, and thus fall within Exclusion C.7 to the Employers Liability Coverage Part, which excludes damages "...arising out of...any personnel practices, policies, acts or omissions". A true and correct copy of the January 26, 2024 letter is appended to Custom's Third-Party Complaint as Exhibit C.

12. A controversy of a justiciable nature exists between West Bend, on the one hand, and Custom, on the other, as to whether the Policy provides coverage for the claims asserted by Hoover against Custom in the Complaint.

13. This Counterclaim for Declaratory Relief is properly initiated pursuant to Minn. Stat. § 555.01 *et seq.* to obtain a determination as to whether West Bend is obligated under the Policy to defend and/or to indemnify Custom with respect to the claims asserted by Hoover in the Complaint.

PRAYER FOR RELIEF

WHEREFORE, West Bend prays for judgment as follows:

1. That Custom takes nothing by its purported causes of action;
2. Declaring and adjudging that West Bend has no obligation to defend or indemnify Custom with respect to any claims for damages, attorneys' fees, or costs incurred with respect to the claims asserted against it by Hoover in the Complaint; and
3. Providing such other and further relief as the Court deems just and equitable.

GOETZ & ECKLAND P.A.

Dated: April 2, 2024

By: William A. Celebrezze

William A. Celebrezze (#227997)
Kaitlyn C. Falk, Esq. (#0403562)
615 1st Avenue NE, Suite 425
Minneapolis, MN 55413
(612) 874-1552
(612) 331-2473 (fax)
bcelebrezze@goetzeckland.com
kfalk@goetzeckland.com

***Attorneys for Defendant
West Bend Insurance Company***

ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.21, Subd. 2, to the party against whom the allegations in this pleading are asserted.

William A. Celebrezze
William A. Celebrezze, Esq.

AFFIDAVIT

Paige Ruka, being first duly sworn on oath, deposes and says: That she is a duly authorized custodian of the records of West Bend Mutual Insurance Company, and she has the authority to certify those records.

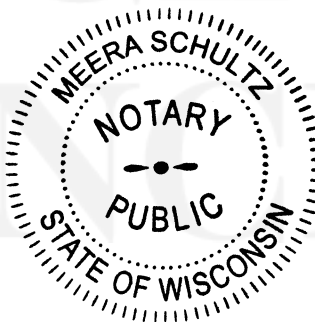
Based upon my review of policy records, the policy attached to this Affidavit is a true copy of the
Workers Compensation

policy, bearing policy number [REDACTED] as that policy was in effect on 8/24/2021.

Paige Ruka
Paige Ruka

Subscribed and sworn to before me on 12/14/2023.

Meera Schultz
Notary Public, Washington County, WI
My Commission Expires 11/2/2026





Endorsement

Policy Change Summary Declarations

Customer Number: [REDACTED] **Policy Period:** 02/06/2021 to 02/06/2022
Policy Number: [REDACTED] at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address: Custom Fabricating & Repair Inc PO Box 296 Marshfield, WI 54449	Agency Name and Address: MARSHFIELD INS AGENCY INC 208 W 5TH STREET MARSHFIELD, WI 54449 715-387-4443	48601
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Changes have been made to the above policy at your request or at the request of your agent.

Below is a summary of the changes to the Coverage(s) that are impacted. All other terms, conditions, exclusions and provisions of the policy remain the same.

To view a complete copy of your policy, visit us at <http://insured.thesilverlining.com> or on the West Bend mobile app.

To request a complete copy of your policy, please email CustomerService@wbmi.com.

Effective Date of Change: 02/06/2021
Coverage Part and Description of Change

Coverage Part

Workers Compensation

Modified:

The TX location has been amended to, 7811 CR 42500, Paris TX

Summary

The above changes result in the following Total Net Premium Change
(Including Taxes, Fees, and Surcharges)

Net Additional Premium: [REDACTED]

This is not a bill.

Any premium changes will be reflected on your next scheduled invoice.

MEMBERSHIP AND VOTING NOTICE

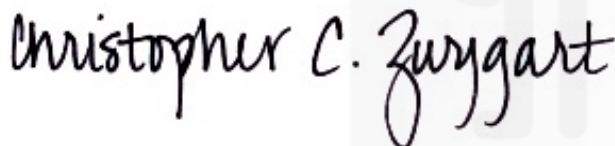
MUTUALS – MEMBERSHIP AND VOTING NOTICE

The named insured is notified that by virtue of this policy, the named insured is a member of the West Bend Mutual Insurance Company of West Bend, Wisconsin and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office, on the second Tuesday of March commencing in 2007 and each year thereafter, at 10:00 a.m.

MUTUALS – PARTICIPATION CLAUSE WITH CONTINGENT LIABILITY

No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, we have caused this policy to be executed and attested.



Christopher C. Zwygart
Secretary



Kevin A. Steiner
President and Chief Executive Officer

West Bend Mutual Insurance Company
1900 S. 18th Avenue
West Bend, WI 53095
800-236-5010



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Other Workplaces not shown above: See Attached Schedule

3A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: WI IA MI MN MO NE AR AZ KY SC TN TX IL KS CO FL GA ID NM OR PA UT IN LA MS NV MA NY CA NJ

3B. 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	Each Employee
Bodily Injury by Disease	\$1,000,000	Total Policy

3C. Other States Insurance: Part three of the policy applies to states, if any, listed here: All states except those listed in Item 3.A. and ND OH WA and WY

3D. See attached schedule for list of endorsements forming a part of this policy.

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

Loc	Class Code	Description	Exposure	Rate	Premium
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See Extension of Information Page

Minimum Premium



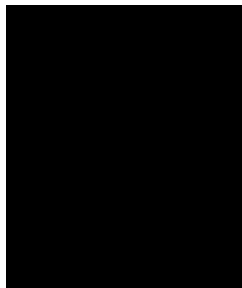
Premium Discount: 10.1%

Expense Constant:

Estimated Annual Premium:

Assessments and Taxes

Deposit Premium:



Countersignature: _____

Date: _____

(Authorized Representative)



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of IA

Loc	Class Code	Description	Exposure	Rate	Premium
2	5183	PLUMBING NOC AND DRIVERS	\$85,086	[REDACTED]	[REDACTED]
2	8742	SALESPERSONS OR COLLECTORS--OUTSIDE	\$260,204	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Iowa



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of IL

Loc	Class Code	Description	Exposure	Rate	Premium
13	5183	PLUMBING NOC AND DRIVERS	\$231,576	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

IIC Operations Fund Surcharge

Total for Illinois



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of IN

Loc	Class Code	Description	Exposure	Rate	Premium
23	5183	PLUMBING NOC AND DRIVERS	\$46,676	[REDACTED]	[REDACTED]
23	8810	CLERICAL OFFICE EMPLOYEES NOC	\$135,000	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

0935 Second Injury Fund

Total for Indiana



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of KS

Loc	Class Code	Description	Exposure	Rate	Premium
14	5183	PLUMBING NOC AND DRIVERS	\$59,436	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Kansas



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:** 4833970A

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of MI

Loc	Class Code	Description	Exposure	Rate	Premium
3	5183	PLUMBING	\$50,026	[REDACTED]	[REDACTED]
3	3076	FIREPROOF EQUIPMENT MFG.	\$0	[REDACTED]	[REDACTED]
3	8742	OUTSIDE COLLECTORS, MESSENGERS OR SALESPERSONS	\$0	[REDACTED]	[REDACTED]
Subtotal					
	9812	Increased Limits		[REDACTED]	[REDACTED]
	9898	Experience Modification		[REDACTED]	[REDACTED]
	9740	Terrorism		[REDACTED]	[REDACTED]
	9741	Catastrophe		[REDACTED]	[REDACTED]
Total for Michigan					



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of MN

Loc	Class Code	Description	Exposure	Rate	Premium
4	5183	PLUMBING NOC AND DRIVERS	\$127,317	[REDACTED]	[REDACTED]
4	8601	ARCHITECTURAL OR ENGINEERING FIRM--CONSULTING	\$0	[REDACTED]	[REDACTED]
4	8742	SALESPERSONS OR COLLECTORS--OUTSIDE	\$97,926	[REDACTED]	[REDACTED]
4	8810	CLERICAL OFFICE EMPLOYEES NOC	\$496,708	[REDACTED]	[REDACTED]
4	3076	FIREPROOF EQUIPMENT MFG.	\$0	[REDACTED]	[REDACTED]

Subtotal

Increased Limits

9898 Experience Modification

9740 Terrorism

0174 Special Compensation Fund

Total for Minnesota



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of MO

Loc	Class Code	Description	Exposure	Rate	Premium
5	5183	PLUMBING NOC AND DRIVERS	\$210,951	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

Second Injury Fund

Total for Missouri



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of NE

Loc	Class Code	Description	Exposure	Rate	Premium
6	5183	PLUMBING NOC AND DRIVERS	\$0	[REDACTED]	[REDACTED]

Subtotal

0930 Waiver of Subrogation

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Nebraska



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED]

Interstate Risk ID #: 918093982

Intrastate Risk ID #:

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of TN

Loc	Class Code	Description	Exposure	Rate	Premium
11	5183	PLUMBING NOC AND DRIVERS	\$94,756	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Tennessee



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of WI

Loc	Class Code	Description	Exposure	Rate	Premium
1	3076	FURNITURE MFG-METAL	\$7,383,850	[REDACTED]	[REDACTED]
1	3724	MACHINERY OR EQUIPMENT ERECTION OR REPAIR NOC AND DRIVERS	\$0	[REDACTED]	[REDACTED]
1	5183	PLUMBING NOC AND DRIVERS	\$5,813,191	[REDACTED]	[REDACTED]
1	7421	AVIATION: TRANSPORTATION OF PERSONNEL IN CONDUCT OF EMPLOYER'S BUSINESS - FLYING CREW	\$79,620	[REDACTED]	[REDACTED]
1	8742	SALESPERSONS, OR COLLECTORS, OUTSIDE	\$600,595	[REDACTED]	[REDACTED]
1	8810	CLERICAL OFFICE EMPLOYEES NOC	\$9,027,901	[REDACTED]	[REDACTED]
Subtotal				[REDACTED]	[REDACTED]
	9812	Increased Limits		[REDACTED]	[REDACTED]
	9898	Experience Modification		[REDACTED]	[REDACTED]
	9115	Waiver of Subrogation		[REDACTED]	[REDACTED]
	9740	Terrorism		[REDACTED]	[REDACTED]
	9741	Catastrophe		[REDACTED]	[REDACTED]
Total for Wisconsin				[REDACTED]	[REDACTED]



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of AZ

Loc	Class Code	Description	Exposure	Rate	Premium
8	5183	PLUMBING NOC AND DRIVERS	\$54,832	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Arizona



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of KY

Loc	Class Code	Description	Exposure	Rate	Premium
9	5183	PLUMBING NOC AND DRIVERS	\$82,564	[REDACTED]	[REDACTED]
9	8810	CLERICAL OFFICE EMPLOYEES NOC	\$135,000	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Special Fund Assessment

Total for Kentucky



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of AR

Loc	Class Code	Description	Exposure	Rate	Premium
7	5183	PLUMBING NOC AND DRIVERS	\$245,140	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Arkansas



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of SC

Loc	Class Code	Description	Exposure	Rate	Premium
10	5183	PLUMBING NOC AND DRIVERS	\$0	[REDACTED]	[REDACTED]

Subtotal

9740 Terrorism

9741 Catastrophe

Total for South Carolina





Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of TX

Loc	Class Code	Description	Exposure	Rate	Premium
12	5183	PLUMBING NOC AND DRIVERS	\$166,286	[REDACTED]	[REDACTED]

Subtotal

0930 Waiver of Subrogation

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

Total for Texas



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of UT

Loc	Class Code	Description	Exposure	Rate	Premium
22	8742	SALESPERSONS OR COLLECTORS--OUTSIDE	\$0	[REDACTED]	[REDACTED]

Subtotal

9740 Terrorism

9741 Catastrophe

Total for Utah



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of PA

Loc	Class Code	Description	Exposure	Rate	Premium
21	663	PLUMBING, N.O.C.	\$42,902	[REDACTED]	[REDACTED]
Subtotal					
	9812	Increased Limits		[REDACTED]	[REDACTED]
	9740	Terrorism		[REDACTED]	[REDACTED]
	9741	Catastrophe		[REDACTED]	[REDACTED]
	0938	Employer Assessment Surcharge		[REDACTED]	[REDACTED]
Total for Pennsylvania					



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of FL

Loc	Class Code	Description	Exposure	Rate	Premium
16	5183	PLUMBING NOC AND DRIVERS	\$0	[REDACTED]	[REDACTED]
16	8742	SALESPERSONS OR COLLECTORS--OUTSIDE	\$0	[REDACTED]	[REDACTED]
16	8810	CLERICAL OFFICE EMPLOYEES NOC	\$0	[REDACTED]	[REDACTED]
Subtotal					[REDACTED]
	9740	Terrorism		[REDACTED]	[REDACTED]
Total for Florida					[REDACTED]



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of GA

Loc	Class Code	Description	Exposure	Rate	Premium
17	5183	PLUMBING NOC AND DRIVERS	\$83,614	[REDACTED]	[REDACTED]
17	8742	SALESPERSONS OR COLLECTORS--OUTSIDE	\$0	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Georgia



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of CO

Loc	Class Code	Description	Exposure	Rate	Premium
15	8742	SALESPERSONS OR COLLECTORS--OUTSIDE	\$0	[REDACTED]	[REDACTED]
15	5183	PLUMBING NOC AND DRIVERS	\$53,531	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Colorado



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of OR

Loc	Class Code	Description	Exposure	Rate	Premium
20	5183	PLUMBING NOC AND DRIVERS	\$0	[REDACTED]	[REDACTED]

Subtotal

9740 Terrorism

9741 Catastrophe

Workers Compensation Premium Assessment

Total for Oregon



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of NM

Loc	Class Code	Description	Exposure	Rate	Premium
19	5183	PLUMBING NOC AND DRIVERS	\$0	[REDACTED]	[REDACTED]

Subtotal

9740 Terrorism

Total for New Mexico



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of ID

Loc	Class Code	Description	Exposure	Rate	Premium
18	5183	PLUMBING NOC AND DRIVERS	\$1,998	[REDACTED]	[REDACTED]
18	8742	SALESPERSONS OR COLLECTORS--OUTSIDE	\$0	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Idaho



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of NV

Loc	Class Code	Description	Exposure	Rate	Premium
26	5183	PLUMBING NOC AND DRIVERS	\$87,361	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Nevada



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of MS

Loc	Class Code	Description	Exposure	Rate	Premium
25	5183	PLUMBING NOC AND DRIVERS	\$45,586	[REDACTED]	[REDACTED]

Subtotal

9812 Increased Limits

9898 Experience Modification

9740 Terrorism

9741 Catastrophe

Total for Mississippi



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED]

Interstate Risk ID #: 918093982

Intrastate Risk ID #:

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of LA

Loc	Class Code	Description	Exposure	Rate	Premium
24	5183	PLUMBING NOC AND DRIVERS	\$0	[REDACTED]	[REDACTED]

Subtotal

9740 Terrorism

9741 Catastrophe

Total for Louisiana



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of CA

Loc	Class Code	Description	Exposure	Rate	Premium
29	5183	PLUMBING--SHOP AND OUTSIDE--GAS, STEAM, HOT WATER OR OTHER PIPE FITTINGS INSTALLATION, INCLUDING HOUSE CONNECTIONS INSTALLATION--EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED \$26.00 PER HOUR--N.O.C.	0	[REDACTED]	[REDACTED]
29	8742	SALESPERSONS--OUTSIDE.	0	[REDACTED]	[REDACTED]
29	8810	CLERICAL OFFICE EMPLOYEES	0	[REDACTED]	[REDACTED]

Subtotal

9740 Terrorism

9741 Catastrophe

Occupational Health & Safety Fund

Uninsured Employers Fund

Total for California



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of MA

Loc	Class Code	Description	Exposure	Rate	Premium
27	5183	PLUMBING NOC AND DRIVERS	0	[REDACTED]	[REDACTED]

Subtotal

0032 Loss Constant

9740 Terrorism

Total for Massachusetts





Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of NY

Loc	Class Code	Description	Exposure	Rate	Premium
28	5183	PLUMBING--NOC--ALL OPERATIONS TO COMPLETION AND DRIVERS	\$53,313	[REDACTED]	[REDACTED]
28	8742	SALESPERSONS, COLLECTORS OR MESSENGERS-- OUTSIDE	\$149,887	[REDACTED]	[REDACTED]
Subtotal					
	9898	Experience Modification		[REDACTED]	[REDACTED]
	9740	Terrorism		[REDACTED]	[REDACTED]
	9741	Catastrophe		[REDACTED]	[REDACTED]
	0932	NY State Assessment All Other Codes		[REDACTED]	[REDACTED]
Total for New York					



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
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Marshfield, WI 54449

Agency Name and Address: 48601
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208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED]

Interstate Risk ID #: 918093982

Intrastate Risk ID #:

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Classification of Operations

State of NJ

Loc	Class Code	Description	Exposure	Rate	Premium
30	5183	PLUMBING	\$0	[REDACTED]	[REDACTED]
Subtotal					
	9740	Terrorism		[REDACTED]	[REDACTED]
	9741	Catastrophe		[REDACTED]	[REDACTED]
	0936	Uninsured Employers Fund		[REDACTED]	[REDACTED]
Total for New Jersey					



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

48601

FEIN: [REDACTED]

Interstate Risk ID #: 918093982

Intrastate Risk ID #:

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Named Insured Schedule

Name	Legal Entity	FEIN
Custom Fabricating & Repair Inc	Corporation	[REDACTED]
Cheese & Whey Systems Inc	Corporation	[REDACTED]
C E Rogers Company	Corporation	[REDACTED]

MINNESOTA
JUDICIAL
BRANCH



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

48601

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Location Schedule

Loc	Address	City	County	State	Zip
1	1932 E 26th St	Marshfield	Wood	WI	54449-5500
2	Various Locations	n/a	n/a	IA	50307
3	Various Locations	n/a	n/a	MI	48906
4	Various Locations	n/a	n/a	MN	55101
5	Various Locations	n/a	n/a	MO	65101
6	Various Locations	n/a	n/a	NE	68502
7	Various Locations	n/a	n/a	AR	72201
8	Various Locations	n/a	n/a	AZ	85003
9	Various Locations	n/a	n/a	KY	40601
10	Various Locations	n/a	n/a	SC	29201
11	Various Locations	n/a	n/a	TN	37201
12	7811 County Road 42500	Paris	Lamar	TX	75462-1738



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

48601

FEIN: [REDACTED]
Legal Entity – Corporation

Interstate Risk ID #: 918093982**Intrastate Risk ID #:****2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Location Schedule**

Loc	Address	City	County	State	Zip
13	Various Locations	n/a	n/a	IL	62701
14	Various Locations	n/a	n/a	KS	66603
15	Various Locations	n/a	n/a	CO	80012
16	Various Locations	n/a	n/a	FL	32301
17	Various Locations	n/a	n/a	GA	30303
18	Various Locations	n/a	n/a	ID	83702
19	Various Locations	n/a	n/a	NM	87501
20	Various Locations	n/a	n/a	OR	97301
21	Various Locations	n/a	n/a	PA	17101
22	Various Locations	n/a	n/a	UT	84101
23	Various Locations	n/a	n/a	IN	46201
24	Various Locations	n/a	n/a	LA	70801



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

48601

FEIN: [REDACTED]
Legal Entity – Corporation

Interstate Risk ID #: 918093982**Intrastate Risk ID #:****2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Location Schedule**

Loc	Address	City	County	State	Zip
25	Various Locations	n/a	n/a	MS	39201
26	Various Locations	n/a	n/a	NV	89701
27	1 Dangelo Dr	Marlborough	Middlesex	MA	01752-3066
28	215 North St	Batavia	Genesee	NY	14020-1633
29	9001 Lander Ave	Hilmar	Merced	CA	95324-8320
30	Various Locations	n/a	n/a	NJ	08608



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:
Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address: 48601
MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:** 4833970A

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Bureau and Unemployment ID Numbers

State	Bureau File Number	Unemployment Account Number

MINNESOTA
JUDICIAL
BRANCH



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

48601

FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**
Legal Entity – Corporation**2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Forms Schedule**

Number	Edition	Description
WC000000C	0115	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC000310	0484	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT
WC000313	0484	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC000404	0484	PENDING RATE CHANGE ENDORSEMENT
WC000406	0884	PREMIUM DISCOUNT ENDORSEMENT
WC000406A	0795	PREMIUM DISCOUNT ENDORSEMENT
WC000414	0790	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000414A	0119	90-DAY REPORTING REQUIREMENT-NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC000419	0101	PREMIUM DUE DATE ENDORSEMENT
WC000421E	0121	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC000422C	0121	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC890600B	0701	POLICY INFORMATION PAGE ENDORSEMENT
WC000424	0117	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC000425	0517	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC100402	0113	GEORGIA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

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FEIN: [REDACTED]**Interstate Risk ID #:** 918093982**Intrastate Risk ID #:****Legal Entity – Corporation****2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Forms Schedule**

Number	Edition	Description
WC100601B	0714	GEORGIA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT
WC100601C	0718	GEORGIA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT
WC030601A	0492	ARKANSAS AMENDATORY ENDORSEMENT
WC030601B	0318	ARKANSAS AMENDATORY ENDORSEMENT
WC210303A	0697	MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT
WC210304	0484	MICHIGAN LAW ENDORSEMENT
WC420301J	0620	TEXAS AMENDATORY ENDORSEMENT
WC420304B	0614	TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
WC420407	0302	TEXAS AUDIT PREMIUM AND RETROSPECTIVE PREMIUM ENDORSEMENT
WC020601B	0820	ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC020603	0121	ARIZONA AMENDATORY ENDORSEMENT
WC050402	1190	COLORADO CLASSIFICATION ENDORSEMENT
WC090303	0805	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC090401	0698	FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC090403C	0121	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

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FEIN: [REDACTED]**Interstate Risk ID #:** 918093982**Intrastate Risk ID #:****Legal Entity – Corporation****2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Forms Schedule**

Number	Edition	Description
WC090407	0713	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC090606	1098	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC090408A	0719	FLORIDA INSUFFICIENT FUNDS ENDORSEMENT
WC110402A	0711	IDAHO ALCOHOL AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT
WC110401	0992	IDAHO ASSIGNED RISK PREMIUM SURCHARGE ENDORSEMENT TOTAL MODIFIED PREMIUM BASIS
WC120601F	0119	ILLINOIS AMENDATORY ENDORSEMENT
WC120603	0119	ILLINOIS RENEWAL ENDORSEMENT
WC120402	0992	ILLINOIS CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC150401A	0110	KANSAS FINAL PREMIUM ENDORSEMENT
WC150404	0396	KANSAS PENDING LOSS COST ENDORSEMENT
WC150601A	0187	KANSAS CANCELLATION AND NONRENEWAL ENDORSEMENT
WC160305	0607	KENTUCKY PART ONE WORKERS COMPENSATION INSURANCE ENDORSEMENT
WC160601	1297	KENTUCKY CANCELLATION AND NONRENEWAL ENDORSEMENT
WC160602	1099	KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT
WC170303	1200	LOUISIANA DUTY TO DEFEND ENDORSEMENT



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

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PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

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FEIN: [REDACTED] **Interstate Risk ID #:** 918093982 **Intrastate Risk ID #:**

Legal Entity – Corporation

2. Policy Period: 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above

Forms Schedule

Number	Edition	Description
WC170601J	0818	LOUISIANA AMENDATORY ENDORSEMENT
WC170602A	0296	LOUISIANA COST CONTAINMENT ACT ENDORSEMENT
WC220000A	1103	MINNESOTA AMENDATORY ENDORSEMENT
WC220401	1092	MINNESOTA CONTRACTING PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT
WC220601D	0806	MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC230601	0718	MISSISSIPPI CANCELLATION, NONRENEWAL, AND RENEWAL ENDORSEMENT
WC230401	0199	MISSISSIPPI SMALL EMPLOYER LOSS-FREE POLICY PREMIUM CREDIT ENDORSEMENT
WC240401	0190	MISSOURI CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC240601B	0196	MISSOURI CANCELLATION AND NONRENEWAL ENDORSEMENT
WC240602B	0706	MISSOURI PROPERTY AND CASUALTY GUARANTY ASSOCIATION ENDORSEMENT
WC240302	0114	MISSOURI NOTIFICATION OF ADDITIONAL MESOTHELIOMA BENEFITS ENDORSEMENT
WC240406D	0816	MISSOURI EMPLOYER-PAID MEDICAL ENDORSEMENT
WC240604C	0919	MISSOURI AMENDATORY ENDORSEMENT
WC260402	0195	NEBRASKA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC260601C	0796	NEBRASKA CANCELLATION AND NONRENEWAL ENDORSEMENT



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

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FEIN: [REDACTED]**Interstate Risk ID #:** 918093982**Intrastate Risk ID #:****Legal Entity –** Corporation**2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Forms Schedule**

Number	Edition	Description
WC260403	0517	NEBRASKA EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC270601C	1008	NEVADA CANCELLATION AND NONRENEWAL ENDORSEMENT
WC300301	0484	NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT
WC300401A	0793	NEW MEXICO WORKERS COMPENSATION PREMIUM ADJUSTMENT PROGRAM FOR QUALIFYING CLASSIFICATIONS ENDORSEMENT
WC300601A	0315	NEW MEXICO CANCELLATION AND NONRENEWAL ENDORSEMENT
WC360301	0484	OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT
WC360306	0102	OREGON LIMITS OF LIABILITY ENDORSEMENT
WC360402	0191	OREGON CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC360406	1001	OREGON PREMIUM DUE DATE ENDORSEMENT
WC360601E	0108	OREGON CANCELLATION ENDORSEMENT
WC360602	0111	OREGON CONFIDENTIALITY ENDORSEMENT
WC360603	0111	OREGON EMPLOYER PAID MEDICAL CLAIMS ENDORSEMENT
WC360604	0117	OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT
WC410402	0803	TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT
WC430601	0193	UTAH WORKPLACE SAFETY PROGRAM ENDORSEMENT



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]

1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

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MARSHFIELD, WI 54449
715-387-4443

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FEIN: [REDACTED]**Interstate Risk ID #:** 918093982**Intrastate Risk ID #:****Legal Entity – Corporation****2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Forms Schedule**

Number	Edition	Description
WC430602	0702	UTAH CANCELLATION ENDORSEMENT
WC480401	0797	WISCONSIN CONTRACTORS PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT
WC480601C	0401	WISCONSIN LAW ENDORSEMENT
WC480606B	0102	WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT
WC310308	0100	NEW YORK LIMIT OF LIABILITY ENDORSEMENT
WC310319J	0520	NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
WC310404B	0520	NEW YORK PENDING PAYROLL LIMITATION AND PREMIUM DIFFERENTIAL ENDORSEMENT
WC310618A	0520	NEW YORK WORKERS COMPENSATION POLICYHOLDER NOTICE OF RIGHT TO APPEAL
WC310303	0484	NEW YORK EXCESS MEDICAL COVERAGE ENDORSEMENT
WC310000A	0193	NEW YORK VOLUNTEER FIREFIGHTERS' BENEFIT LAW POLICY
WC370401	0117	PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC370402	0191	PENNSYLVANIA CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
WC370601	0484	SPECIAL PENNSYLVANIA ENDORSEMENT INSPECTION OF MANUALS
WC370602	0484	PENNSYLVANIA NOTICE
WC370603A	0895	PENNSYLVANIA ACT 86 1986 ENDORSEMENT



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]
1. Named Insured and Address:

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PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

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FEIN: [REDACTED]**Interstate Risk ID #:** 918093982**Intrastate Risk ID #:****Legal Entity – Corporation****2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Forms Schedule**

Number	Edition	Description
WC370604	1099	PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT
WC200301	0484	MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT
WC200302A	0908	MASSACHUSETTS ASSESSMENT CHARGE
WC200303D	0810	MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT
WC200401	1190	MASSACHUSETTS PENDING PREMIUM CHANGE ENDORSEMENT
WC200405	0601	MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT
WC200601A	0708	MASSACHUSETTS CANCELLATION ENDORSEMENT
WC200306A	0994	MASSACHUSETTS LIMITED OTHER STATES INSURANCE ENDORSEMENT
WC200604	1102	MASSACHUSETTS POLICY DEFINITION ENDORSEMENT
WC200307	1102	MASSACHUSETTS ASSIGNED RISK POOL ELIGIBILITY ENDORSEMENT
WC040301D	0218	POLICY AMENDATORY ENDORSEMENT-CALIFORNIA
WC040310	0195	DUTY TO DEFEND-CALIFORNIA
WC040360B	0115	EMPLOYER'S LIABILITY COVERAGE AMENDATORY ENDORSEMENT-CALIFORNIA
WC040601A	1293	CALIFORNIA CANCELLATION ENDORSEMENT
WC040604	0920	COVID-19 REPORTING REQUIREMENT ENDORSEMENT - CALIFORNIA



Endorsement

Standard Workers Compensation and Employers Liability Policy

NCCI Carrier Code: [REDACTED] **Customer Number:** [REDACTED] **Policy Number:** [REDACTED]
1. Named Insured and Address:

Custom Fabricating & Repair Inc
PO Box 296
Marshfield, WI 54449

Agency Name and Address:

MARSHFIELD INS AGENCY INC
208 W 5TH STREET
MARSHFIELD, WI 54449
715-387-4443

48601

FEIN: [REDACTED]**Interstate Risk ID #:** 918093982**Intrastate Risk ID #:****Legal Entity –** Corporation**2. Policy Period:** 02/06/2021 to 02/06/2022 at 12:01 AM Standard Time at Your Mailing Address Shown Above**Forms Schedule**

Number	Edition	Description
PN049902B	0502	POLICYHOLDER NOTICE CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS
PN049901H	0520	POLICYHOLDER NOTICE YOUR RIGHT TO RATING AND DIVIDEND INFORMATION
PN049903	1199	NOTICE REQUIRED BY LAW-CALIFORNIA
PN049904	1201	POLICYHOLDER NOTICE CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE
PN049908	1219	POLICYHOLDER NOTICE CALIFORNIA ASSEMBLY BILL NO. 5, INDEPENDENT CONTRACTORS
PN049906D	0120	POLICYHOLDER NOTICE PAYROLL RECORD AND AUDIT REQUIREMENTS FOR DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS
WC290306B	0707	NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT
WC290603	0198	NEW JERSEY PARTICIPATING PROVISIONS ENDORSEMENT
WC290310	0704	NEW JERSEY WORKERS COMPENSATION INSURANCE PLAN ELIGIBILITY ENDORSEMENT

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 00**

(Ed. 1-15)

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.

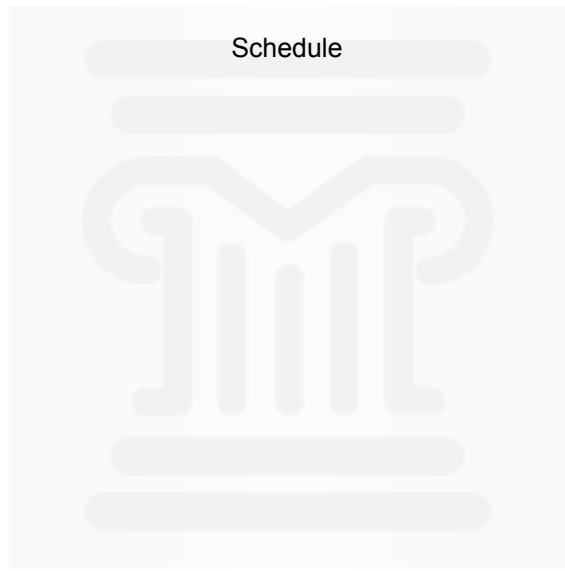
MINNESOTA
JUDICIAL
BRANCH

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

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.



Persons

State

Sole Proprietor:

Partners:

Officers:

Dawn Isenberg

Steve Isenberg

WI

WI

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 10
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

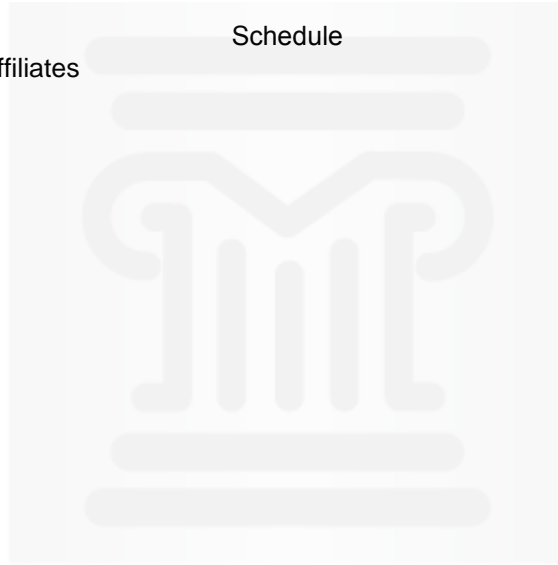
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WI - Kerry Inc and/or Applicable Affiliates

3330 Millington Rd
Beloit WI 53511



MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED] Endorsement No.
Premium Included
Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

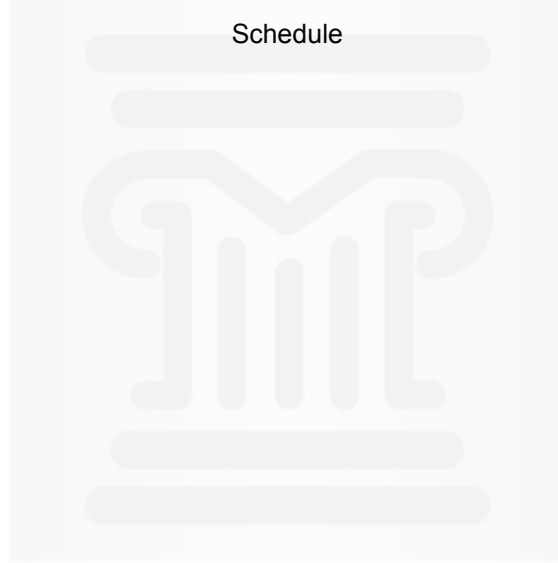
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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WI - Leprino Foods Company

Insurance Compliance
P O Box 100085-LI
Duluth GA 30096



MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]
Countersigned by _____

Endorsement No.
Premium Included

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

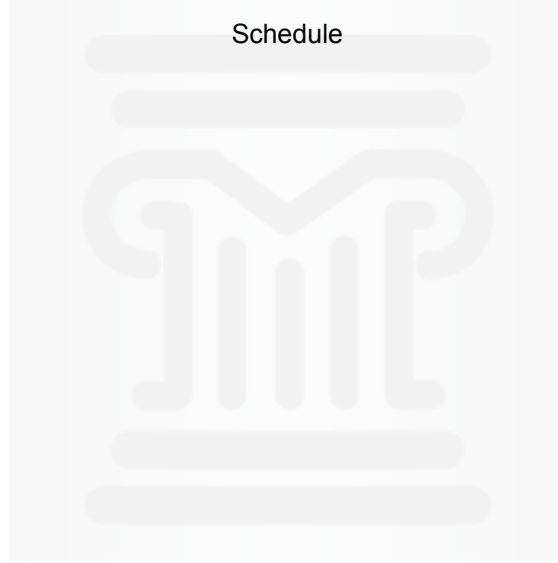
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WI - Bay Valley Foods LLC

2021 Spring Road Ste 500
Oak Brook IL 60523-1859



MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021
Insured

Policy No.



Endorsement No.
Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

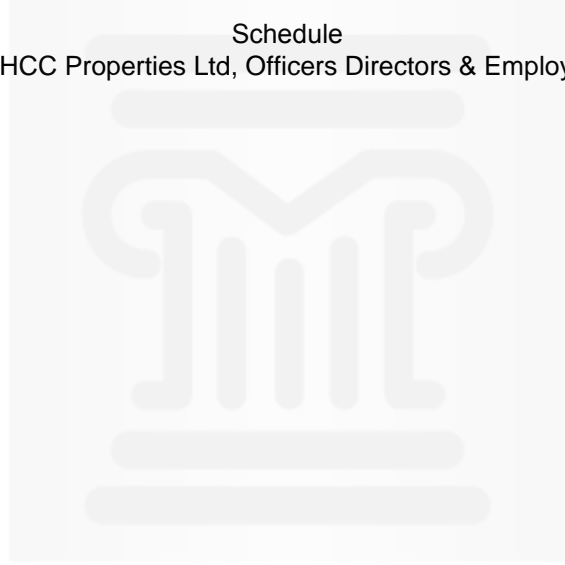
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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WI - Hilmar Cheese Company Inc HCC Properties Ltd, Officers Directors & Employees

P O Box 910
Hilmar CA 95324



MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021

Policy No.

Endorsement No.

Insured



Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

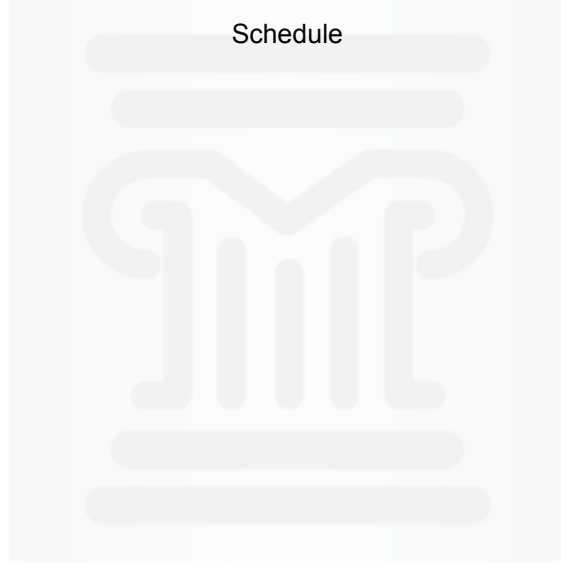
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WI - Nestle Holdings Inc

383 Main Ave
Ste 8
Norwalk, CT 06851



MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021
Insured

Policy No.
[Redacted]

Endorsement No.
Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

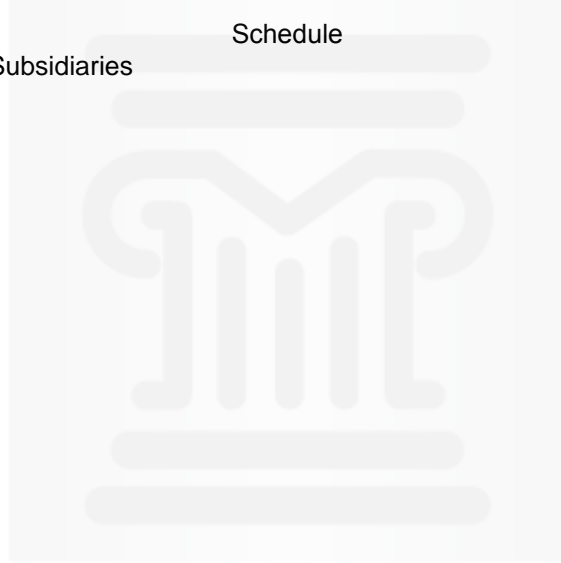
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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

NE - Conagra Brands Inc and Its Subsidiaries

Attn: Insurance Certificates
11 Conagra Drive
Omaha NE 68102



MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021

Policy No.

Endorsement No.

Insured



Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WI - Hatch Ltd

Attn Mr Eric Simpson Procurement/Portage Pea Project

5 Place Ville Marie Bureau 1400
Montreal Quebec Canada H3B 2G2

MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021

Policy No.

Endorsement No.

Insured

Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

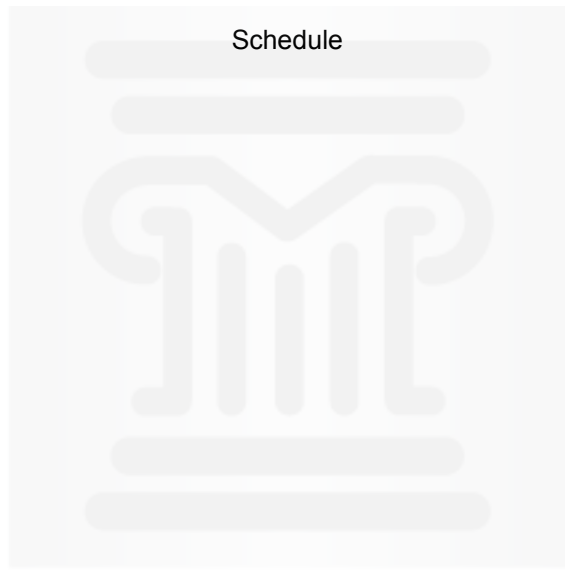
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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SD - Muth Electric Inc

1717 N Sanborn
P O Box 1400
Mitchell SD 57301



MINNESOTA
JUDICIAL
BRANCH

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

Endorsement Effective 02-06-2021
Insured

Policy No.
[Redacted]

Endorsement No.
Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

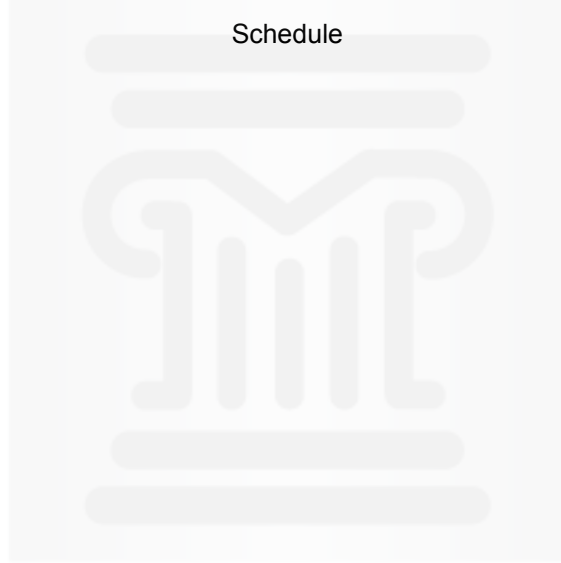
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This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

TX - Glanbia Foods Inc

1373 Fillmore St
Twin Falls ID 83301



MINNESOTA
JUDICIAL
BRANCH

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Endorsement Effective 02-06-2021

Policy No.

Endorsement No.

Insured



Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WI - J P Cullen & Sons Inc
P O Box 5957
Janesville WI 53547-5957

Project: #5790 CHR Hansen Project Mighty Phase 1



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 02-06-2021

Policy No.

Endorsement No.

Insured



Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

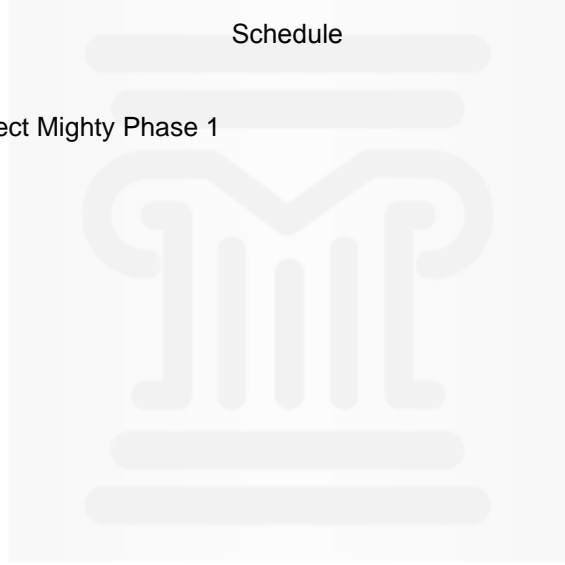
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Schedule

WI - CHR Hansen Inc

Project: #5790 CHR Hansen Project Mighty Phase 1



MINNESOTA
JUDICIAL
BRANCH

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Endorsement Effective 02-06-2021
Insured

Policy No.



Endorsement No.
Premium Included

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

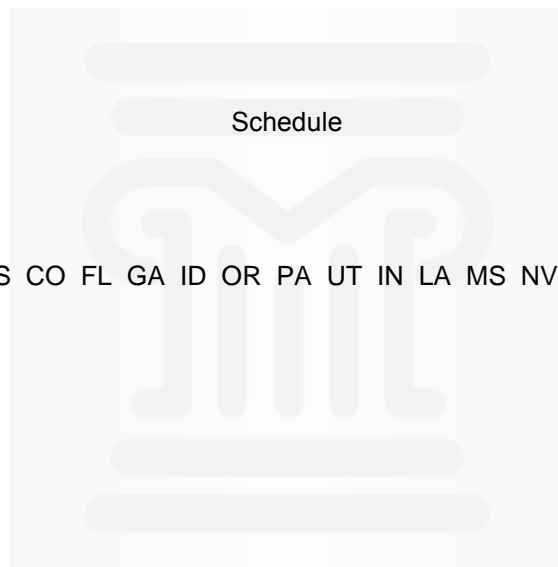
WC 00 04 04

(Ed. 4-84)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.



Schedule

State

WI IA MI NE AR AZ KY SC KS CO FL GA ID OR PA UT IN LA MS NV MA NY NJ

MINNESOTA
JUDICIAL
BRANCH

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Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]
Countersigned by _____

Endorsement No.
Premium Included

WC 00 04 04
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 8-84)

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			
1. State	Estimated Eligible Premium			
TX				
	First	Next	Next	
	[Redacted]			Balance
				[Redacted]
2. Average percentage discount:	[Redacted]			

- 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: [Redacted]

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]
Countersigned by _____

Endorsement No.
Premium Included

WC 00 04 06
(Ed. 8-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 06 A

(Ed. 7-95)

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			
1. State	Estimated Eligible Premium			[REDACTED]
WI IA MI MN MO NE				
AR AZ KY SC TN IL				
KS CO FL GA ID NM	First	Next	Next	
OR PA UT IN LA MS	[REDACTED]			Balance
NV MA NY CA NJ	[REDACTED]			
2. Average percentage discount:	[REDACTED]			
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:	[REDACTED]			

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 00 04 06 A
(Ed. 7-95)

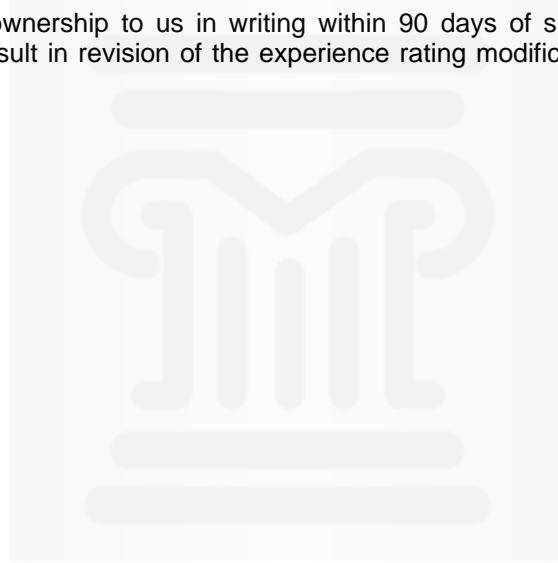
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 14**

(Ed. 7-90)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 00 04 14
(Ed. 7-90)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 14 A**

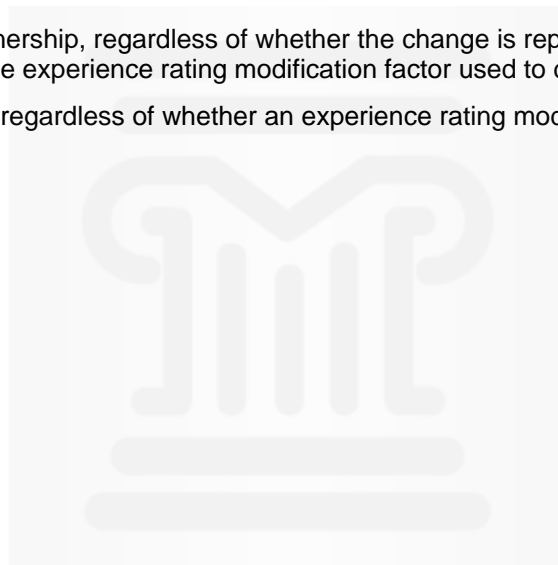
(Ed. 1-19)

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.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 00 04 14 A
(Ed. 1-19)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-01)

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

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

**PART FIVE
PREMIUM**

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

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



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

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

Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.



Endorsement No.
Premium \$ Included

Countersigned by _____

WC 00 04 19
(Ed. 1-01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 21 E****(Ed. 01-2021)****Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement**

This endorsement is notification that your insurance carrier is 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). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (Other Than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that 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.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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
WI		
IA		
MI		

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 02-06-2021	Policy No.	Endorsement No.
Insured		Premium
Custom Fabricating & Repair Inc		Included

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 21 E

(Ed. 01-2021)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

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 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
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- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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Schedule

State	Rate	Premium
NE		
AR		
AZ		

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 02-06-2021	Policy No.	Endorsement No.
Insured		Premium
Custom Fabricating & Repair Inc		Included

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 21 E

(Ed. 01-2021)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

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- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.


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Schedule

State	Rate	Premium
KY		
SC		
TN		

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

Endorsement Effective 02-06-2021	Policy No.	Endorsement No.
Insured		Premium Included
Custom Fabricating & Repair Inc		

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 21 E

(Ed. 01-2021)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

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Schedule

State	Rate	Premium
IL		
KS		
CO		

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

Endorsement Effective 02-06-2021	Policy No.	Endorsement No.
Insured		Premium Included
Custom Fabricating & Repair Inc		

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 21 E****(Ed. 01-2021)****Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement**

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 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that 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.
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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
GA		
ID		
OR		

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 02-06-2021	Policy No.	Endorsement No.
Insured		Premium
Custom Fabricating & Repair Inc		Included

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 21 E

(Ed. 01-2021)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that your insurance carrier is 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). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

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 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that 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.
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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
PA		
UT		
IN		

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 02-06-2021	Policy No.	Endorsement No.
Insured		Premium
Custom Fabricating & Repair Inc		Included

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 21 E

(Ed. 01-2021)

Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement

This endorsement is notification that your insurance carrier is 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). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (Other Than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that 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.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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
LA		
MS		
NV		

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 02-06-2021	Policy No.	Endorsement No.
Insured		Premium
Custom Fabricating & Repair Inc		Included

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 21 E****(Ed. 01-2021)****Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement**

This endorsement is notification that your insurance carrier is 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). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (Other Than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that 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.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

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
NY		
CA		
NJ		

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

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Endorsement Effective 02-06-2021	Policy No.	Endorsement No.
Insured		Premium
Custom Fabricating & Repair Inc		Included

Insurance Company _____ Countersigned by _____

WC 00 04 21 E
(Ed. 01-2021)

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.

WC 00 04 22 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(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.

Schedule

State	Rate	Premium
WI		
IA		
MI		
MN		
MO		
NE		
AR		
AZ		
KY		
SC		

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Endorsement Effective 02-06-2021	Policy No.	Endorsement No.
Insured		Premium Included
Custom Fabricating & Repair Inc		

Insurance Company _____ Countersigned by _____

WC 00 04 22 C
(Ed. 01-2021)

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.

WC 00 04 22 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY


(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
TN		
TX		
IL		
KS		
CO		
GA		
ID		
NM		
OR		
PA		

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 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No.



Endorsement No.
Premium Included

Insurance Company

Countersigned by _____

WC 00 04 22 C
(Ed. 01-2021)

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.

WC 00 04 22 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY


(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
UT		
IN		
LA		
MS		
NV		
MA		
NY		
CA		
NJ		

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 02-06-2021	Policy No.	Endorsement No.
Insured		Premium Included
Custom Fabricating & Repair Inc		

Insurance Company _____ Countersigned by _____

WC 00 04 22 C
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 89 06 00 B**

4/2/2024 4:00 PM

(Ed. 7-01)**POLICY INFORMATION PAGE ENDORSEMENT**

The following item(s)

- Insured's Name (WC 89 06 01)
- Policy Number (WC 89 06 02)
- Effective Date (WC 89 06 03)
- Expiration Date (WC 89 06 04)
- Insured's Mailing Address (WC 89 06 05)
- Experience Modification (WC 89 04 06)
- Producer's Name (WC 89 06 07)
- Change in Workplace of Insured (WC 89 06 08)
- Insured's Legal Status (WC 89 06 10)
- Item 3.A. States (WC 89 06 11)
- Item 3.B. Limits (WC 89 06 12)
- Item 3.C. States (WC 89 06 13)
- Item 3.D. Endorsement Numbers (WC 89 06 14)
- Item 4.* Class, Rate, Other (WC 89 04 15)
- Interim Adjustment of Premium (WC 89 04 16)
- Carrier Servicing Office (WC 89 06 17)
- Interstate/Intrastate Risk ID Number (WC 89 06 18)
- Carrier Number (WC 89 06 19)
- Issuing Agency/Producer Office Address (WC 89 06 25)

is changed to read:

*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$

Minimum Premium \$

Deposit Premium \$

All other terms and conditions of this policy remain unchanged.

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.

[REDACTED]

Endorsement No.

Premium Included

Countersigned by _____

WC 89 06 00 B
 (Ed. 7-01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-17)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
WI	Estimated Annual Premium	1
IA	Estimated Annual Premium	2
MI	Estimated Annual Premium	2
MN	Estimated Annual Premium	2
NE	Estimated Annual Premium	2
AR	Estimated Annual Premium	2
AZ	Estimated Annual Premium	2
KY	Estimated Annual Premium	2
SC	Estimated Annual Premium	2
TN	Estimated Annual Premium	2

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 02-06-2021

Policy No.

Endorsement No.

Insured

Premium Included

Custom Fabricating & Repair Inc

Insurance Company

Countersigned by _____

WC 00 04 24

(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-17)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
IL	Estimated Annual Premium	2
KS	Estimated Annual Premium	2
CO	Estimated Annual Premium	2
GA	Estimated Annual Premium	2
ID	Estimated Annual Premium	2
NM	Estimated Annual Premium	2
OR	Estimated Annual Premium	2
UT	Estimated Annual Premium	2
MS	Estimated Annual Premium	2
NV	Estimated Annual Premium	1

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 02-06-2021

Policy No.

Endorsement No.

Insured

Premium Included

Custom Fabricating & Repair Inc

Insurance Company

Countersigned by _____

WC 00 04 24

(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-17)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
MA	Estimated Annual Premium	2
NJ	Estimated Annual Premium	2

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 02-06-2021

Policy No.

Endorsement No.

Insured

Premium Included

Custom Fabricating & Repair Inc

Insurance Company

Countersigned by _____

WC 00 04 24

(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 5-17)

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.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.



Endorsement No.

Premium Included

Countersigned by _____

WC 00 04 25
(Ed. 5-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 10 04 02**

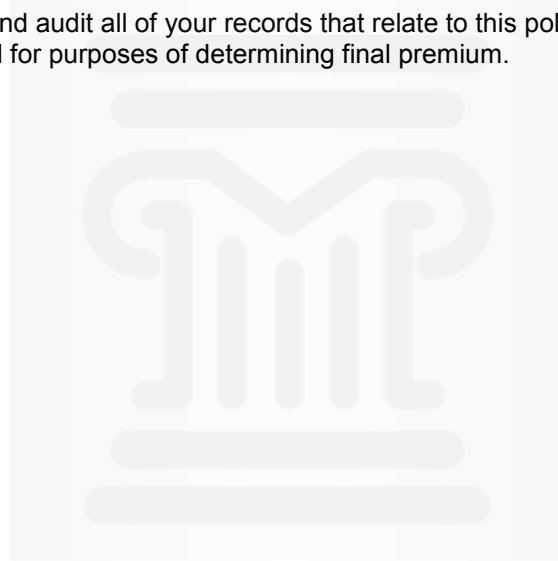
(Ed. 1-13)

GEORGIA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

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

This endorsement adds to Part Five—Premium, Condition G. Audit, the following provision:

If you do not allow us to examine and audit all of your records that relate to this policy, we may utilize a payroll amount of three times the estimated payroll for purposes of determining final premium.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium \$ Included

Countersigned by _____

WC 10 04 02
(Ed. 1-13)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-14)

GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT

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

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation, Nonrenewal, and Change

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect, subject to the following:
 - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practicable after receiving your request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

 - 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium or if we nonrenew this policy, we must send to you a notice of cancellation or nonrenewal by certified mail, return receipt requested, to your last address of record at least 75 days prior to the effective date of cancellation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, or including a change in experience modification or resulting from an audit of auditable coverages), limit or restrict coverage, we must mail by first class mail or deliver a notice of our action (including dollar amount of any increase in renewal premium more than 15%) to you at the last mailing address of record at least 45 days before the expiration date of this policy.
4. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days prior to the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.
5. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.

 Countersigned by _____

Endorsement No.
 Premium: Included

WC 10 06 01 B
 (Ed. 7-14)

GEORGIA CANCELLATION, NONRENEWAL, AND CHANGE ENDORSEMENT

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

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation, Nonrenewal, and Change

1. You may cancel this policy. You must mail or deliver advance notice to us in writing, or deliver advance notice orally or electronically, stating when the cancellation is to take effect. We may require that you provide written, electronic, or other recorded verification of the request before the cancellation takes effect. The cancellation is subject to the following:
 - a. If only your interest is affected, the effective date of cancellation will be the later of the date we receive notice from you or the date specified in the notice.
 - b. If by statute, regulation, or contract this policy may not be cancelled unless notice is given to a governmental agency or other third party, we will mail or deliver at least 10 days' notice to you and the third party as soon as practical after receiving your request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

 - 1) 10 days from the date of mailing or delivering our notice, or
 - 2) The effective date of cancellation stated in your notice to us.
2. We may cancel or nonrenew this policy. We must mail or deliver notice at least 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium. If this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium, or if we nonrenew this policy, we must send a notice of cancellation or nonrenewal by certified mail, return receipt requested, to you at your last address of record at least 75 days before the effective date of cancellation or nonrenewal.
3. If we increase current policy premium by more than 15% (other than any increase in premium due to change in risk or exposure, including a change in experience rating modification or resulting from an audit of auditable coverages), we must deliver a notice of our action (including dollar amount of the increase in renewal premium more than 15%) to you, by first class mail, at your last address of record at least 45 days before the expiration date of this policy.
4. If we reduce the policy coverage, we must provide you with written notice at least 45 days before the effective date of the reduction in coverage. The notice will be delivered to you in person or by first class mail to your last address of record. A reduction in coverage made by us includes elimination of coverage, a decrease in scope or less coverage, or the addition of an exclusion. Requests made by you to change, reduce, or eliminate coverage are not considered reductions in coverage.
5. If you fail to submit to, or allow an audit for, the current or most recently expired policy term, we may, after two documented efforts to notify you and your agent of potential cancellation, send via certified mail or statutory overnight delivery, return receipt requested, written notice to you at least 10 days before the effective date of cancellation in lieu of the number of days' notice otherwise required by state law. However, we must not mail a cancellation notice within 20 days of the first documented effort to notify you of potential cancellation.
6. The policy period will end on the day and hour stated in the cancellation notice except as provided for above.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED] Endorsement No.
Premium: Included
Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 03 06 01 A**

(Ed. 4-92)

ARKANSAS AMENDATORY ENDORSEMENT

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

Part Two—Employers Liability Insurance**C. Exclusions**

2. Is replaced by:

punitive or exemplary damages because of bodily injury to an employee employed in violation of law; punitive or exemplary damages are defined by Arkansas Bulletin No. 4-82 as those damages which are imposed to punish a wrongdoer and to deter others from similar conduct;

Part Six—Conditions**D. Cancellation** is replaced by:

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. If we cancel because you fail to pay all premium when due, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient notice.
3. The policy period will end on the day and hour stated in the cancellation notice.

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

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

Endorsement Effective 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.

██████████

Endorsement No.

Premium Included

Countersigned by _____

WC 03 06 01 A

(Ed. 4-92)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 03 06 01 B**

(Ed. 3-18)

ARKANSAS AMENDATORY ENDORSEMENT

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

Part Two—Employers Liability Insurance, Section C. (Exclusions), Item 2 of the policy is replaced by the following:

2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law; punitive or exemplary damages are defined by Arkansas Bulletin No. 4-82 as those damages which are imposed to punish a wrongdoer and to deter others from similar conduct;

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy. You must mail or deliver at least 30 days' advance written notice of cancellation to us. Cancellation is effective at 12:01 a.m. 30 days after we receive notice unless you specify a later date for cancellation.
You may cancel coverage effective less than 30 days after written notice has been received by us if you have obtained other coverage or become a self-insurer.
2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you and to the Arkansas Workers Compensation Commission not less than 30 days' advance written notice stating when the cancellation is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient notice.
3. The policy period will end on the day and hour stated in the cancellation notice.

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

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

Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED] Endorsement No.
Premium: Included
Countersigned by _____

WC 03 06 01 B
(Ed. 3-18)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 21 03 03 A**

4/2/2024 4:00 PM

(Ed. 6-97)

MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT

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

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Payroll Audits

You may request a payroll audit once each calendar year. Your request must be in writing, sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. Reserves or Redemption

You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Commissioner of Insurance
Michigan Insurance Bureau
P.O. Box 30220
Lansing, MI 48909

Addresses

PO Box 296
Marshfield, WI 54449

Company Address

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

Countersigned by _____

Endorsement No.
Premium Included

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 21 03 04**

(Ed. 4-84)

MICHIGAN LAW ENDORSEMENT

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

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

1. We are “the insurer issuing this policy”
2. You are “the insured employer”
3. “Michigan workmen’s compensation act” means the Workers’ Disability Compensation Act of 1969”
4. “Workmen’s compensation” means workers compensation”
5. “The bureau of workmen’s compensation” means the Bureau of Workers’ Disability Compensation”

“Notwithstanding any language elsewhere contained in this contract or policy of insurance, the accident fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

Compensation

- a. That it will pay to the persons that may become entitled thereto all workmen’s compensation for which the insured employer may become liable under the provisions of the Michigan workmen’s compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Medical Services

- b. That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed, which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan workmen’s compensation act, and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Rehabilitation Services

- c. That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan workmen’s compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Funeral Expenses

- d. That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan workmen’s compensation act;

Scope of Contract

- e. That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

WC 21 03 04

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

Obligations Assumed

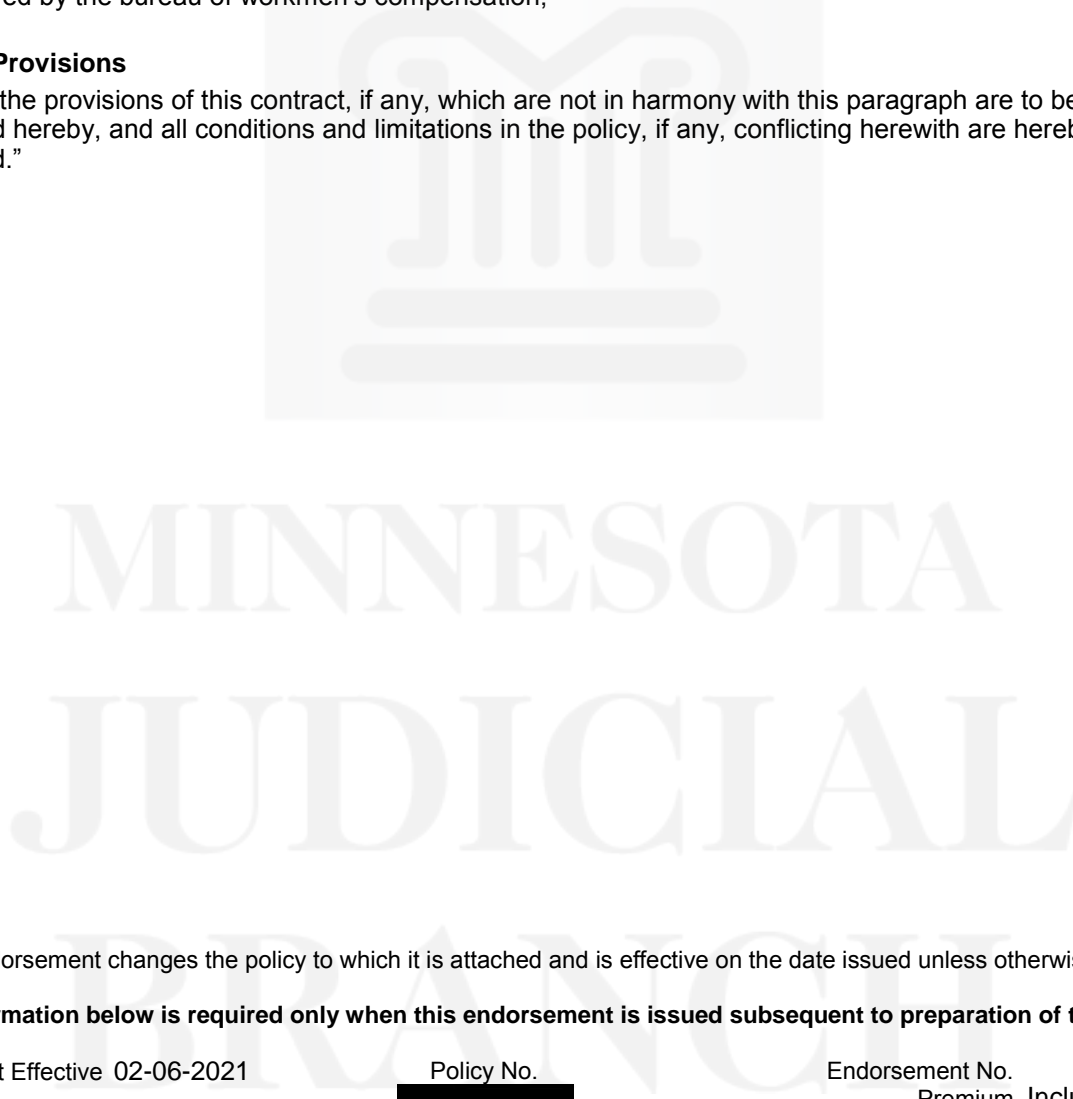
- f. That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan workmen's compensation act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

Termination Notice

- g. That it will file with the bureau of workmen's compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancelation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancelation is received by the bureau of workmen's compensation;

Conflicting Provisions

- h. That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."



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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.



Endorsement No.

Premium Included

Countersigned by _____

WC 21 03 04

(Ed. 4-84)

Texas Amendatory Endorsement (WC 42 03 01 J)

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

GENERAL SECTION

B. Who Is Insured is amended to read:

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

D. State is amended to read:

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

PART ONE—WORKERS COMPENSATION INSURANCE

E. Other Insurance is amended by adding this sentence:

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

F. Payments You Must Make

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

H. Statutory Provisions

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

PART TWO—EMPLOYERS LIABILITY INSURANCE

C. Exclusions

Sections 2 and 3 are amended to add:

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

Section 6 is amended to read:

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

D. We Will Defend

This Section is amended by deleting the last sentence.

PART FOUR—YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

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

PART FIVE—PREMIUM

A. Our Manuals is amended by adding this sentence:

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

C. Remuneration

Number 2 is amended to read:

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

E. Final Premium

Number 2 is amended to read:

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

PART SIX—CONDITIONS

(Ed. 06-2020)**A. Inspection** is amended by adding this sentence:

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

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

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

D. Cancellation is amended to read:

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

Add the following to the policy:

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION**A. Claims Notification**

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

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

COMPLAINT NOTICE:**DISPUTE RESOLUTION SERVICES****NCCI'S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.**

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

Important Note: The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 42 03 01 J****(Ed. 06-2020)**

must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

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

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

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

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

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

VIOLATIONS OF LAW:

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

Phone: 1-800-252-3439

Online: tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

CLAIM COMPLAINT:

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

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

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

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

Endorsement Effective 02-06-2021

Policy No.

Endorsement No.

Insured

Premium Included

Custom Fabricating & Repair Inc

Insurance Company

Countersigned by _____

WC 42 03 01 J

(Ed. 06-2020)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 42 03 04 B**

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver
Name of person or organization
- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: _____

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

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

Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

Countersigned by _____

Endorsement No.
Premium Included

WC 42 03 04 B
(Ed. 6-14)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 3-02)

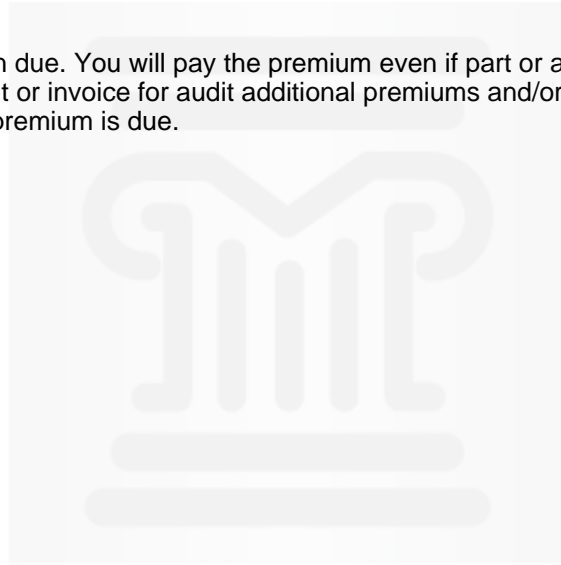
**TEXAS—AUDIT PREMIUM AND
RETROSPECTIVE PREMIUM ENDORSEMENT**

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

PART FIVE—PREMIUM

D. Premium Payments

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



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 02 06 01 B****(Ed. 08-2020)****Arizona Cancellation and Nonrenewal Endorsement**

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

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation and Nonrenewal

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. If you cancel or fail to renew this policy, we must promptly notify the Industrial Commission of Arizona.
3. We may cancel this policy if you fail to pay premium when due, or when one or both of the parties to a professional employer agreement terminate the agreement.
 - If we cancel or nonrenew this policy, we must provide to you and the Industrial Commission of Arizona at least 30 days' notice of the cancellation or nonrenewal. Notice may be sent via mail or email as follows:
 - Mailing that notice to you at your last-known mailing address on file with us will be sufficient proof of notice.
 - If you consented to have the notice emailed in accordance with Arizona law, emailing that notice to you at your last-known email address as provided by you to us will be sufficient proof of notice.
 - If the email notice is: (1) rejected for delivery; (2) returned to us; or (3) we become aware that the email address provided by you is no longer valid, then we will also mail that notice to you by US Postal Service certified mail, certificate of mailing, or first-class mail using intelligent mail barcode, or another similar tracking method used or approved by the US Postal Service.
 - If we nonrenew this policy and fail to give you notice of nonrenewal, coverage will not extend beyond the policy period.
4. The policy period will end on the date and time stated in the cancellation or nonrenewal notice.
5. 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.

MINNESOTA

JUDICIAL

BRANCH

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 02-06-2021	Policy No. [REDACTED]	Endorsement No.	
Insured		Premium	Included
Custom Fabricating & Repair Inc			

Insurance Company _____ Countersigned by _____

WC 02 06 01 B

(Ed. 08-2020)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 01-2021)

Arizona Amendatory Endorsement (WC 02 06 03)

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

Item 2. of the Information Page is replaced by the following:

- 2. The policy period is from 02-06-2021 to 02-06-2022 12:01 a.m. in the time zone of the insured's mailing address.



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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 02-06-2021	Policy No. [REDACTED]	Endorsement No.	
Insured		Premium	Included
Custom Fabricating & Repair Inc			
Insurance Company	Countersigned by	_____	

WC 02 06 03
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 11-90)

COLORADO CLASSIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Colorado is shown in Item 3.A. of the Information Page.

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

██████████

Endorsement No.

Premium Included

Countersigned by _____

WC 05 04 02
(Ed. 11-90)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 09 03 03

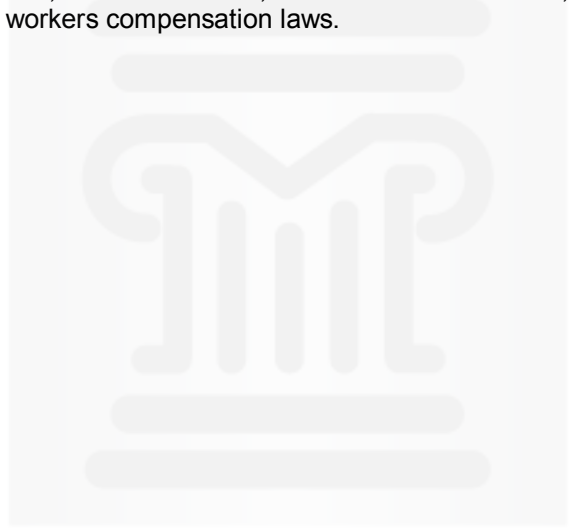
(Ed. 8-05)

FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

- 5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.



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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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.
 [REDACTED]

Endorsement No.
 Premium \$ Included

Countersigned by _____

WC 09 03 03
(Ed. 8-05)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 6-98)

FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Florida Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Effective Policy No.



Endorsement No.

Premium Included

Countersigned by _____

WC 09 04 01
(Ed. 6-98)

Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

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.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "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.
3. "Insured Loss" means any loss resulting from an act of terrorism (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.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act may limit 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 may not be 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 may only have to pay 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 may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

WC 09 04 03 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 01-2021)

Schedule

Rate per \$100 of Remuneration

02/06/20-02/06/21 0.0100



MINNESOTA

JUDICIAL

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 02-06-2021

Policy No.

Endorsement No.

Insured



Premium

Included

Custom Fabricating & Repair Inc

Insurance Company

Countersigned by _____

WC 09 04 03 C

(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-13)

FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

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

This endorsement adds the following provisions to Part Five—Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium 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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.

██████████

Endorsement No.
 Premium \$ Included

Countersigned by _____

WC 09 04 07
 (Ed. 7-13)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 10-98)

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]

Endorsement No.
Premium Included

Countersigned by _____

WC 09 06 06
(Ed. 10-98)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 09 04 08 A

(Ed. 7-19)

FLORIDA INSUFFICIENT FUNDS ENDORSEMENT

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

Add the following to Part Six—Conditions of the policy:

G. Insufficient Funds

Our rules allow us to impose an insufficient funds fee of up to \$15 per occurrence if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds. However, we will not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse on your account from which the payment was made and such fraud or misuse was not attributed to you.

The Schedule below shows the insufficient funds fee we will impose if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds.

Schedule

Insufficient Funds Fee

\$ _____

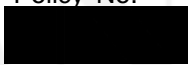


This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No.



Endorsement No.

Premium Included

Insurance Company

Countersigned by _____

WC 09 04 08 A
(Ed. 7-19)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-11)

IDAHO ALCOHOL AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT

This endorsement provides notice that the premium for your policy may be affected by the Idaho Alcohol and Drug-Free Workplace Premium Credit Program.

The Idaho Department of Insurance has approved the use of up to a 5% premium credit in the voluntary market and a flat 5% premium credit in the assigned risk market if you have established and maintain a qualifying alcohol and drug-free workplace program.

We will determine your eligibility for this premium credit either during the policy period or at the time your final premium audit is processed.

To allow a credit, we must receive a written statement from you certifying that you have established and maintain an alcohol and drug-free workplace program. Your program must meet the requirements of Sections 72–1701 through 72–1715 of the Idaho Code. We have the right to require additional information to verify that you have established and maintain a qualifying program.

The determination that you have a qualifying program must be made each year that you receive the premium credit.

Minimum premium policies are not eligible for this premium credit.

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.

██████████

Endorsement No.

Premium Included

Countersigned by _____

WC 11 04 02 A
 (Ed. 7-11)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 11 04 01

(Ed. 9-92)

**IDAHO ASSIGNED RISK PREMIUM SURCHARGE ENDORSEMENT
TOTAL MODIFIED PREMIUM BASIS**

This endorsement is added to Part Five (Premium). It explains the premium you will pay for the insurance afforded by this policy with respect to operations in this state.

The surcharge applies to total modified premium. The surcharge does not apply in addition to the minimum premium on minimum premium policies. The total modified premium will be subject to the percentage shown in Item 4 of the Information Page.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Effective Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 11 04 01
(Ed. 9-92)

ILLINOIS AMENDATORY ENDORSEMENT

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

Part Two—Employers Liability Insurance, Section B. (We Will Pay), Item 3. of the policy is replaced by the following:

3. For consequential bodily injury to a party to a civil union, 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

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

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 ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

Part Six—Conditions, Section A. (Inspection) of the policy is replaced by the following:

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. The National Council on Compensation Insurance has the same rights we have under this provision.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured at the last known mailing address advance written notice stating when the cancellation is to take effect. We will maintain proof of mailing of the notice of cancellation. A copy of all such notices shall be sent to the broker or agent of record, if known, at the last known mailing address. The broker or agent of record may opt to accept notification electronically.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
 - a. At least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
 - b. At least 60 days before the cancellation is to take effect if the policy has been in force for 61 days or more.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was issued because of a material misrepresentation;
 - c. You violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. The Director has determined that we no longer have adequate reinsurance to meet our needs; or
 - f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for cancelling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Part Six—Conditions, Section E. (Sole Representative) of the policy is replaced by the following:

E. Sole Representative

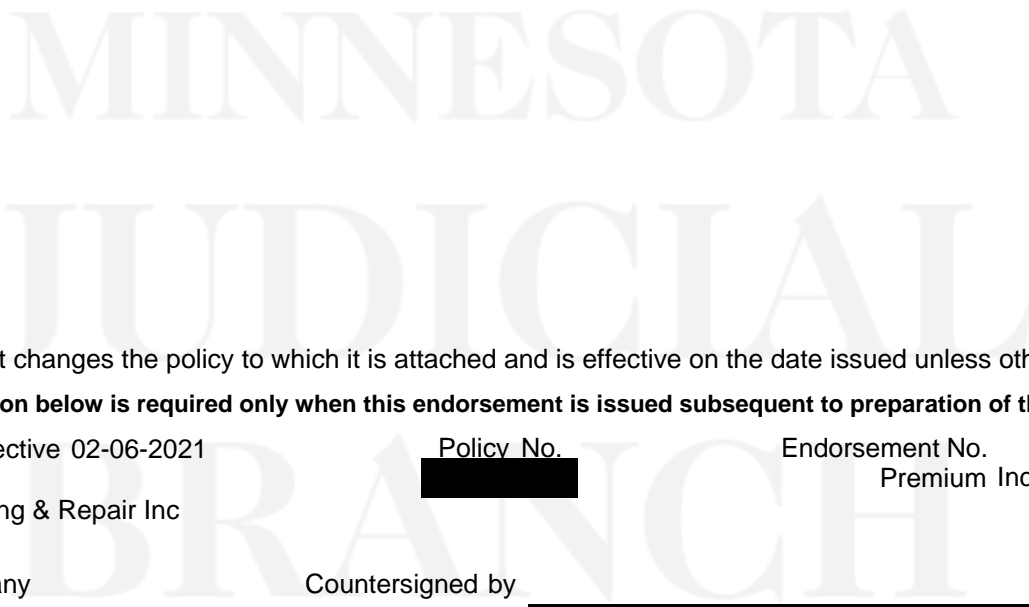
The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, or give us notice of cancellation.

(Ed. 1-19)

Part Six—Conditions of the policy is changed by adding the following:

F. Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured the nonrenewal notice at the last known mailing address at least 60 days prior to the expiration of the current policy. We will maintain proof of mailing of the nonrenewal notice. An exact and unaltered copy of such notice will also be sent to the named insured's producer, if known, or the producer of record at the last known mailing address. The named insured's producer, if known, or the producer of record may opt to accept notification electronically.
2. If we fail to give at least 60 days' notice prior to the expiration date of the current policy, the policy will automatically be extended for one year under the same terms and conditions. We may increase the renewal premium, but such increase must be less than 30% of this policy's premium and notice of such increase must be delivered to the named insured on or before the date of expiration of this policy. Additionally, in accordance with 215 ILCS 5/462a, we may be required to provide the named insured with 30 days' written notice prior to the expiration of this policy if the renewal premium is in excess of 5% above the rate recommendation filed with and approved by the Illinois Department of Insurance.
3. Our notice of nonrenewal will provide a specific explanation on the reasons for not renewing.
4. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
 - a. You notify us or the producer 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 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No.



Endorsement No.
Premium Included

Insurance Company

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-19)

ILLINOIS RENEWAL ENDORSEMENT

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

Part Six—Conditions of the policy is revised by adding the following:

G. Renewal

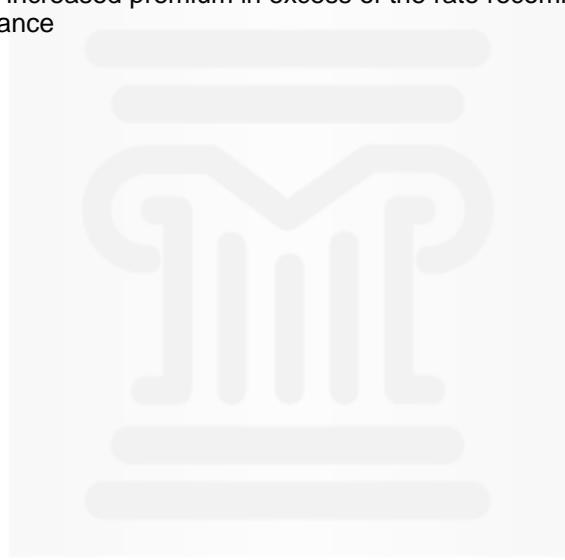
1. We may elect to renew the policy in accordance with 215 ILCS 5/143.17a.
 - a. We will provide the named insured with written notice of our intent to renew if, compared to this current policy, the:
 - Renewal policy premium increases by 30% or more, or
 - Changes in deductibles or coverage materially alter the renewal policy.
 - b. We will mail or deliver the written renewal notice:
 - To the named insured at the last known mailing address
 - At least 60 days prior to the renewal or anniversary date of this current policy.
 - c. If we fail to provide notice 60 days prior to the renewal or anniversary date, but we do mail or deliver the written renewal notice to the named insured not less than 31 days prior to the renewal or anniversary date of this current policy, then we may extend this policy at the current terms and conditions for the period of time needed to equal the 60 day time period required to provide notice of intention to renew.
 - d. All renewal notices will also be sent to the producer, if known, or the producer of record, and to the mortgagee or lien holder listed on the policy. The producer, if known, or the producer of record and the mortgagee or lien holder may opt to accept notification electronically.
 - e. If we fail to provide renewal notice as required above, the policy will automatically be extended for one year under the same terms and conditions. We may increase the renewal premium, but such increase must be less than 30% of this policy's premium and notice of such increase must be delivered to the named insured on or before the date of expiration of this current policy. The increase in premium is based on the known exposure as of the date of the quotation compared to the premium as of the last day of coverage for the current year's policy, annualized. The renewal premium may be subsequently amended to reflect any change in exposure or reinsurance costs not considered in the quotation.
 - f. If we fail to provide the notice of renewal as required, the policy will still terminate on its expiration date if:
 - (1) You notify us or the producer who procured this policy that you do not want the policy renewed; or
 - (2) You fail to pay all premiums when due; or
 - (3) You obtain other insurance as a replacement of the policy.
 - g. Proof of mailing or proof of receipt of the notice of intent to renew to the named insured may be proven by a sworn affidavit by the company as to the usual and customary business practices of mailing notice pursuant to 215 ILCS 5/143.17a or may be proven consistent with Illinois Supreme Court Rule 236.
2. We may elect to conditionally renew the policy in accordance with 215 ILCS 5/462a.
 - a. For policies issued, delivered, amended, or renewed on or after January 1, 2019 ("this policy") we will provide the employer with written notice of our intent to conditionally renew if, compared to this policy, the renewal premium is in excess of 5% above the rate recommendation filed with and approved by the Illinois Department of Insurance.
 - b. To determine whether the renewal premium is in excess of 5% above the rate recommendation, we will **not** consider any premium increases generated from the following items:
 - Increased loss costs
 - Increased exposure units
 - The application of an experience rating modification
 - The application of a contracting classification premium adjustment program
 - The application of a large deductible program
 - The application of a retrospective rating plan
 - An audit of auditable coverages

WC 12 06 03

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-19)

- c. Mailing or delivering such written notice to the employer at least 30 days in advance of the expiration date of this policy, at the address shown in Item 1. of the Information Page, and to the authorized agent or broker will be deemed sufficient notice under this section.
- d. This conditional renewal notice will include a statement that clearly identifies:
 - (1) The amount of the premium increase or, if the amount cannot reasonably be determined as of the time the notice is provided, a reasonable estimate of the premium increase based on information available to us at that time
 - (2) The reason for the increased premium in excess of the rate recommendation filed with the Illinois Department of Insurance



MINNESOTA
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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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc

Policy No.
 [REDACTED]

Endorsement No.
 Premium Included

Insurance Company

Countersigned by _____

WC 12 06 03
(Ed. 1-19)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 12 04 02

(Ed. 9-92)

ILLINOIS CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by an Illinois Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, or if an estimated factor has been applied, we will issue an endorsement to show the proper premium adjustment factor after it is calculated.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 12 04 02
(Ed. 9-92)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 15 04 01 A**

(Ed. 1-10)

KANSAS FINAL PREMIUM ENDORSEMENT

This endorsement changes how the final premium is determined. The change applies only to the premium charged because Kansas is shown in Item 3.A. of the Information Page

- Kansas final premium will not be less than the highest minimum premium for the classifications covered by this policy unless there are two or more classifications covered and the highest rated classification has less than \$500 payroll.
- When this occurs the final premium will not be less than one-half of the sum of the two highest minimum premiums for any classifications covered by the policy other than Clerical Office and Salespersons.
- When the highest rated classification has less than \$500 payroll and Standard Exception classifications are the only classifications showing payrolls, the final premium will not be less than the minimum premium for the classification showing the highest payroll.
- Final premium for a multiple state policy will be that of the state with the single highest minimum premium, even if that state is on an "if any" basis. If two or more states have the same highest minimum premium, the minimum premium is determined by the state with the largest amount of standard premium.
- Minimum premium is subject to final adjustment at audit and will be determined only on the basis of the classifications developing premium.
- If the final earned premium is less than the minimum premium determined at audit, then that minimum premium must be charged.
- If no classification develops premium, the final premium shall be a flat charge of \$200.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED] Endorsement No. _____
Premium Included _____
Countersigned by _____

WC 15 04 01 A
(Ed. 1-10)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

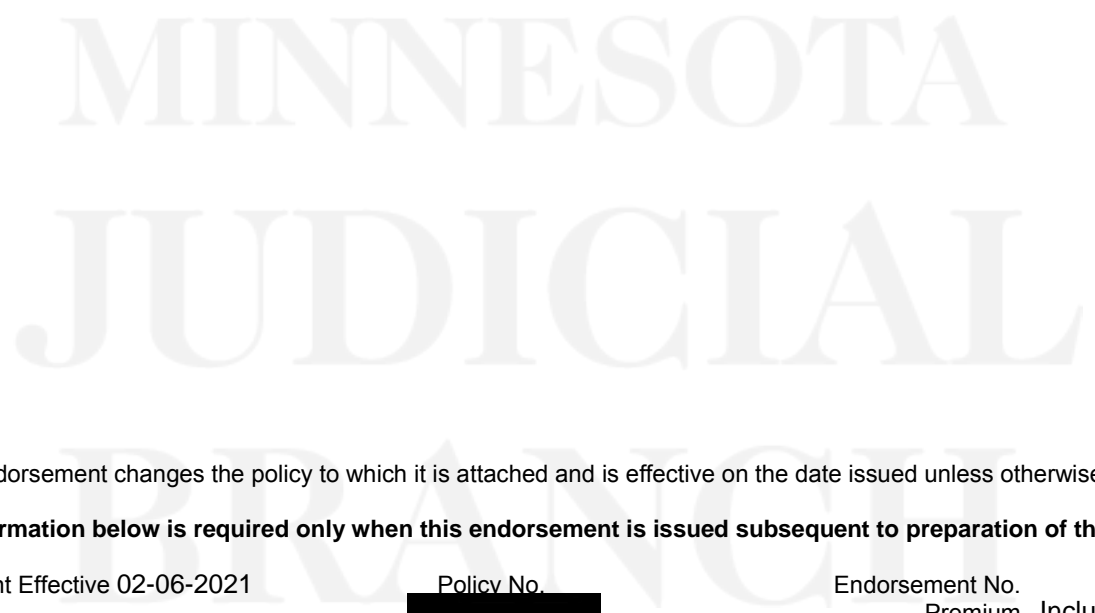
WC 15 04 04

(Ed. 3-96)

KANSAS PENDING LOSS COST ENDORSEMENT

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

The premium for this policy is determined by the product of loss costs developed and filed by the National Council on Compensation Insurance, Inc. and a loss cost multiplier filed by us. The loss costs and our loss cost multiplier are subject to approval by the Kansas Insurance Department. Revised loss costs developed by the National Council on Compensation Insurance, Inc. are currently pending before the Kansas Insurance Department. The Kansas Insurance Department's decision on the change may increase or decrease the premium from that used to issue your policy. If it is different, your policy will be endorsed to reflect the new premium based on the loss costs approved by the Kansas Insurance Department.



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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 15 04 04
(Ed. 3-96)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 15 06 01 A**

(Ed. 1-87)

KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT

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

The **Cancellation** Condition of the policy is replaced by these two Conditions:

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. If this policy has been in effect for 90 days or more, we may cancel only for one of the following reasons:
 - a. nonpayment of premium;
 - b. the policy was issued because of a material misrepresentation;
 - c. you violated any of the material terms and conditions of the policy;
 - d. there are unfavorable underwriting factors, specific to you, that were not present when the policy took effect;
 - e. the Commissioner has determined that our continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
 - f. the Commissioner has determined that we no longer have adequate reinsurance to meet our needs.
4. Our notice of cancellation will state our reasons for canceling.
5. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice when the nonrenewal will 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.
2. Our notice of nonrenewal will state our reasons for not renewing.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium \$ Included

Countersigned by _____

WC 15 06 01 A
(Ed. 1-87)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 6-07)

KENTUCKY PART ONE WORKERS COMPENSATION INSURANCE ENDORSEMENT

This endorsement modifies the insurance policy to which it is attached and applies to the insurance provided by this policy because Kentucky is shown in Item 3.A. of the Information Page.

F. 3. of Part One, Workers Compensation Insurance of the policy is replaced by the following:

F. Payments You Must Make

3. you fail to comply with a health or safety law or regulation; provided that, however, we are responsible for payment of any amounts in excess of the benefits regularly provided under the workers compensation law of this state if an accident is caused in any degree by the intentional failure of the employer to comply with any specific statute or lawful administrative regulation made thereunder, communicated to the employer and relative to the installation or maintenance of safety appliances or methods as provided in KRS 342.165(1); or

Except for any payments for which we are responsible as provided in Section F.3. above, 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.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

Countersigned by _____

Endorsement No.

Premium Included

WC 16 03 05
(Ed. 6-07)

KENTUCKY CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Kentucky 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 deliver or mail advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will deliver or mail to you not less than 75 days advance written notice stating when the cancellation is to take effect and our reason or reasons for cancellation. If we cancel for nonpayment of premium or within 60 days of the date of issuance of the policy, we will deliver or mail this notice not less than 14 days prior to the effective date of cancellation. 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. After coverage has been in effect more than 60 days or after the effective date of a renewal policy, we may not cancel the policy unless cancellation is based on one or more of the following reasons:
 - a. nonpayment of premium;
 - b. discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy;
 - c. discovery of willful or reckless acts or omissions on your part increasing any hazard originally insured;
 - d. changes in conditions after the effective date of the policy or any renewal substantially increasing any hazard originally insured;
 - e. a violation of any local fire, health, safety, building, or construction regulation or ordinance at any of your covered workplaces substantially increasing any hazard originally insured;
 - f. our involuntary loss of reinsurance for the policy;
 - g. a determination by the commissioner that the continuation of the policy would place us in violation of Kentucky insurance laws.

Nonrenewal

1. We may elect not to renew the policy. We will deliver or mail to you not less than 75 days advance written notice stating our intention not to renew and our reason or reasons 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 be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium, and coverage will continue until you have accepted replacement coverage with another insurer, until you have agreed to the nonrenewal, or until the policy is canceled.
3. If we have delivered or mailed to you a renewal notice, bill, certificate, or policy not less than 30 days before the end of the current policy period clearly stating the amount and due date of the renewal premium charge, then the policy will terminate on the due date without further notice unless the renewal premium is received by us or our agent on or before the due date. If the policy terminates in this manner, we will deliver or mail to you within 15 days of termination at your mailing address shown in Item 1 of the Information Page a notice that the policy was not renewed and the date on which coverage ceased to exist. Proof of mailing of the renewal premium to us or our agent on or before the due date will constitute a presumption of receipt on or before the due date.

WC 16 06 01

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 12-97)

- 4. If we offer to renew the policy for a premium amount more than 25% greater than the premium amount for the current policy term for like coverage and like risks, we will deliver or mail to you and to your agent not less than 75 days advance written notice of the renewal premium amount. We may at our option, in order to comply with this requirement, extend the period of coverage of the current policy at the expiring premium.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.
 [REDACTED]
 Countersigned by _____

Endorsement No.
 Premium \$ Included

WC 16 06 01
(Ed. 12-97)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 16 06 02****(Ed. 10-99)****KENTUCKY NOTICE OF APPEAL RIGHTS ENDORSEMENT**

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

NOTICE OF YOUR RIGHTS

If you believe that the rates or the rating system under this policy have been incorrectly or improperly applied, you may request a review of the manner in which the rate or rating system has been applied. You must make your request in writing to us or the National Council on Compensation Insurance, Inc. (NCCI). We or NCCI has thirty (30) days to grant or reject your request for a review and to notify you in writing whether your request has been granted or rejected. If your request is granted, we or NCCI shall conduct the review within ninety (90) days of receiving your request. If your request is rejected or if you are dissatisfied with the results of the review, you may appeal to the commissioner for further review. You must make your appeal within thirty (30) days of receipt of the rejection or of the results of your review. Your appeal is to be sent to:

Legal Division
Department of Insurance
P. O. Box 517
Frankfort, KY 40602

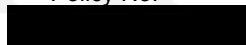
Your request for an appeal should include a statement of the facts and how the rates or rating system were incorrectly or improperly applied. Also, enclose copies of the results of the review and any other correspondence from us or NCCI. If your appeal shows good cause, the commissioner shall hold a hearing. The commissioner may, after the hearing, issue a final order affirming, modifying or reversing our or NCCI's action.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.



Endorsement No.
Premium Included

Countersigned by _____

WC 160602
(Ed. 10-99)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 12-00)

LOUISIANA DUTY TO DEFEND ENDORSEMENT

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

The duty to defend provision of the policy is replaced by this provision.

Part Two—Employer's Liability

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.

Our duty to defend ends when the limit of liability has been exhausted by the payment of a judgement or settlement.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 17 03 03
(Ed.12-00)

LOUISIANA AMENDATORY ENDORSEMENT

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

Part Two—Employers Liability Insurance, Section I. (Actions Against Us) of the policy is replaced by the following:

I. Actions Against Us

You may not bring an 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.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

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

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 cancelled, 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 that 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 calculated using one of the following methods as listed in the Schedule of this endorsement:
 - a. Pro rata based on the time that this policy was in force. Final premium will not be less than the pro rata share of the minimum premium, or
 - b. More than pro rata; it will be based on the time that this policy was in force, and increased by our short-rate cancellation procedure that has been filed with and approved by the commissioner. Final premium will not be less than the minimum premium.

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

G. Audit

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 equal to a maximum of up to two times the estimated annual premium. The method for determining the Audit Noncompliance Charge, and the maximum dollar amount, is shown in the Schedule of this endorsement.

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 Five—Premium, Section 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.

Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation

[For Home and Community-Based Services (HCBS) providers, refer to Section G. in lieu of Section D. for cancellation provisions.]*

1. If coverage has not been in effect for 60 days and the policy is not a renewal, cancellation will be effected by mailing or delivering a written or electronic (in accordance with the Louisiana Uniform Electronic Transactions Act) notice to you at the mailing address shown on the policy or your last address of record at least 60 days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium will be mailed or delivered at least 10 days before the effective date of cancellation. After coverage has been in effect for more than 60 days or after the effective date of a renewal policy, we will not cancel the policy unless the cancellation is based on at least one of the following reasons:
 - a. Nonpayment of premium

(Ed. 8-18)

- b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy
 - c. Activities or omissions on your part that change or increase any hazard insured against, including a failure to comply with loss control recommendations
 - d. Change in the risk that increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision
 - e. Determination by the commissioner of insurance that continuing the policy would jeopardize your solvency or would place us in violation of the insurance laws of this state or any other state
 - f. Violation or breach by the insured of any policy terms or conditions
 - g. Such other reasons that are approved by the commissioner of insurance
2. The insurer is required to provide notification of cancellation as follows:
 - a. A notice of cancellation of insurance coverage by us will be in writing or by electronic means and will be mailed or delivered to you at the mailing address shown on the policy or your last address of record. Notices of cancellation based on conditions 1.b. through 1.g. of Section D-1 will be mailed or delivered at least 30 days before the effective date of the cancellation; notices of cancellations based on condition 1.a. of Section D-1 will be mailed or delivered at least 10 days before the effective date of cancellation. The notice will state the effective date of the cancellation.
 - b. We will provide you with a written or electronic statement specifying the reason for the cancellation when you request such a statement in writing. Your written or electronic request must state that you hold us harmless from liability for any communication:
 - (1) Giving notice of or specifying the reasons for a cancellation, or
 - (2) For any statement made in connection with an attempt to discover or verify the existence of conditions that would be a reason for cancellation under this endorsement
 3. We will provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance company or other entity pursuant to a power of attorney or other agreement executed by or on behalf of you.
 4. We may decide not to renew your policy. If we decide not to renew your policy, we will mail or deliver written or electronic notice to you at the mailing address shown on the policy or your last address of record. Such notice of nonrenewal will be mailed or delivered at least 60 days before the policy expiration date. Such notice to you will include your loss-run information for the period the policy has been in force within, but not to exceed, the last three years of coverage. If the notice is mailed or delivered less than 60 days before expiration, coverage will remain in effect under the same terms and conditions until 60 days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the policy expiration date will be considered pro rata based on the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group will not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage will not be refusals to renew.
 5. Notice of nonrenewal will not be required if we or a company within the same insurance group has offered to issue a renewal policy, or where you have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
 6. If we provide the notice described in paragraph 4 above and thereafter we extend the policy for 90 days or less, an additional notice of nonrenewal is not required with respect to the extension.
 7. We must mail or deliver to you at the mailing address shown on the policy or your last address of record, written or electronic notice of any rate increase, change in deductible, or reduction in limits or coverage at least 30 days before the expiration date of the policy. If we fail to provide such 30-day notice, the coverage provided to you at the expiring policy's rate, terms, and conditions will remain in effect until notice is given or until the effective date of replacement coverage obtained by you, whichever occurs first. For the purposes of this paragraph, notice is considered given 30 days following the date of mailing or delivery of the notice. If you elect not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the current or previous year's rate. If you accept the renewal, the premium increase, if any, and other changes will be effective the day following the prior policy's expiration date.
 8. Paragraph 7 does not apply to changes:
 - a. In a rate or plan filed with the commissioner of insurance and applicable to an entire class of business
 - b. Based on the altered nature or extent of the risk insured

- c. In policy forms filed and approved with the commissioner and applicable to an entire class of business
 - d. Requested by the insured
9. Proof of mailing or delivery of notice of cancellation, or of nonrenewal, or of premium or coverage changes, to the named insured at the mailing address shown in the policy or the last address of record, will be sufficient proof of notice.

Part Six—Conditions of the policy is revised by adding the following provision:

F. Your Right to Remove Agent

We will not change or remove the agent of record who wrote this policy before the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 10 calendar days before the change or removal.

Schedule

1. If you cancel, final premium for this policy will be calculated _____ pro rata, _____ more than pro rata
or _____ rata
2. **Basis of Audit Noncompliance Charge** \$ _____
- Maximum Audit Noncompliance Charge Multiplier** 2
- Maximum Audit Noncompliance Charge \$ Amount** \$ _____

[Part Six—Conditions, Section D. (Cancellation) of the policy is replaced for Home and Community-Based Services (HCBS) providers by adding Part Six—Conditions, Section G. The following cancellation provisions are to be used when the policy provides coverage to an HCBS provider and are intended to comply with Chapter 50 of the Louisiana Administrative Code, Title 48, Part I, Sections 5007, 5014, and 5015:

G. Cancellation—Home and Community-Based Services (HCBS) Providers

1. If coverage has not been in effect for 60 days and the policy is not a renewal, cancellation will be effected by mailing or delivering a written or electronic (in accordance with the Louisiana Uniform Electronic Transactions Act) notice to you and the certificate holder (LDH Health Standards Section) at the mailing address shown on the policy or your last address of record 60 days before any cancellation or change of coverage, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium will be mailed or delivered 30 days before the effective date of cancellation. After coverage has been in effect for more than 60 days or after the effective date of a renewal policy, we will not cancel the policy unless the cancellation is based on at least one of the following reasons:
- a. Nonpayment of premium
 - b. Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy
 - c. Activities or omissions on your part that change or increase any hazard insured against, including a failure to comply with loss control recommendations

(Ed. 8-18)

- d. Change in the risk that increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision
 - e. Determination by the commissioner of insurance that continuing the policy would jeopardize your solvency or would place us in violation of the insurance laws of this state or any other state
 - f. Violation or breach by the insured of any policy terms or conditions
 - g. Such other reasons that are approved by the commissioner of insurance
2. The insurer is required to provide notification of cancellation as follows:
 - a. A notice of cancellation of insurance coverage by us will be in writing or by electronic means and will be mailed or delivered to you and the certificate holder (LDH Health Standards Section) at the mailing address shown on the policy or your last address of record. Notices of cancellation based on conditions 1.a. through 1.g. of Section G-1 will be mailed or delivered 30 days before the effective date of the cancellation. The notice will state the effective date of the cancellation.
 - b. We will provide you and the certificate holder (LDH Health Standards Section) with a written or electronic statement specifying the reason for the cancellation when you request such a statement in writing. Your written or electronic request must state that you hold us harmless from liability for any communication:
 - (1) Giving notice of or specifying the reasons for a cancellation, or
 - (2) For any statement made in connection with an attempt to discover or verify the existence of conditions that would be a reason for cancellation under this endorsement
 3. We will provide a notice of cancellation or a statement of reasons for cancellation to you and the certificate holder (LDH Health Standards Section) where cancellation for nonpayment of premium is effected by a premium finance company or other entity pursuant to a power of attorney or other agreement executed by or on behalf of you.
 4. We may decide not to renew your policy. If we decide not to renew your policy, we will mail or deliver written or electronic notice to you at the mailing address shown on the policy or your last address of record. Such notice of nonrenewal will be mailed or delivered at least 60 days before the policy expiration date. Such notice to you will include your loss-run information for the period the policy has been in force within, but not to exceed, the last three years of coverage. If the notice is mailed or delivered less than 60 days before expiration, coverage will remain in effect under the same terms and conditions until 60 days after the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the policy expiration date will be considered pro rata based on the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group will not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage will not be refusals to renew.
 5. Notice of nonrenewal will not be required if we or a company within the same insurance group has offered to issue a renewal policy, or where you have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
 6. If we provide the notice described in paragraph 4 above, and thereafter we extend the policy for 90 days or less, an additional notice of nonrenewal is not required with respect to the extension.
 7. We must mail or deliver to you and the certificate holder (LDH Health Standards Section) at the mailing address shown on the policy or the last address of record, written or electronic notice of any rate increase, change in deductible, or reduction in limits or coverage 30 days before the expiration date of the policy. If we fail to provide such 30-day notice, the coverage provided to you at the expiring policy's rate, terms, and conditions will remain in effect until notice is given or until the effective date of replacement coverage obtained by you, whichever occurs first. For the purposes of this paragraph, notice is considered given 30 days following the date of mailing or delivery of the notice. If you elect not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the current or previous year's rate. If you accept the renewal, the premium increase, if any, and other changes will be effective the day following the prior policy's expiration date.
 8. Paragraph 7 does not apply to changes:
 - a. In a rate or plan filed with the commissioner of insurance and applicable to an entire class of business
 - b. Based on the altered nature or extent of the risk insured
 - c. In policy forms filed and approved with the commissioner and applicable to an entire class of business
 - d. Requested by the insured

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 17 06 01 J

(Ed. 8-18)

9. Proof of mailing or delivery of notice of cancellation, or of nonrenewal, or of premium or coverage changes to the named insured and the certificate holder (LDH Health Standards Section) where applicable at the mailing address shown in the policy or at the last address of record, will be sufficient proof of notice.*

* Use of bracketed [] provisions above indicates language only applicable to specified policies, and such bracketed language only needs to appear for the applicable policies.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium \$ Included

Countersigned by _____

WC 17 06 01 J
(Ed. 8-18)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 2-96)

LOUISIANA COST CONTAINMENT ACT ENDORSEMENT

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

You may be eligible for a two (2) percent reduction in your premium if you attend a cost containment meeting conducted by the Occupational, Safety and Health Administration (OSHA) Section of the Office of Workers Compensation Administration. In order for you to receive the reduction, you must submit to us a certificate of attendance from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date you attended the cost containment meeting.

You may also be eligible for an additional five (5) percent reduction in your premium if you have attended a cost containment meeting and have subsequently satisfactorily implemented an occupational safety and health program prescribed by the OSHA Section. In order for you to receive the reduction, you must submit to us a Certificate of Satisfactory Implementation of Occupational, Safety and Health Program from the OSHA Section. The reduction will apply for a period of one year and will be applied to the policy becoming effective after the date of your certification.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

██████████

Endorsement No.

Premium Included

Countersigned by _____

WC 17 06 02 A
(Ed. 2-96)

MINNESOTA AMENDATORY ENDORSEMENT

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

PART TWO—EMPLOYERS LIABILITY INSURANCE

E. **We Will Also Pay** is amended to read:

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. Your share of pre- or postjudgement interest assuming that the principal amount of that judgement is within the applicable policy limits under this insurance; and
5. Expenses we incur.

H. **Recovery From Others** is amended to read:

Our ability to exercise your rights to recover our payment from anyone liable for injury covered by this insurance does not apply if that other person is insured for the same loss by us. This limitation applies only if the loss was caused by the nonintentional acts of the person against whom subrogation is sought.

PART FIVE—PREMIUM

G. **Audit** is amended to read:

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, except as it pertains to Part Two—Employer’s Liability Insurance which shall be one year. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

DEFINITIONS

As used in this policy, “rate service organization” shall mean the Minnesota Workers’ Compensation Insurers Association, Inc.

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

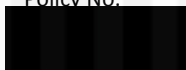
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02-06-2021

Policy No.

Endorsement No.

Insured
Custom Fabricating & Repair Inc



Premium Included

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 10-92)

MINNESOTA CONTRACTING PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT

The premium for the policy may be adjusted by a Minnesota Contracting Premium Adjustment Program policy credit factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the policy credit factor after it is calculated.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 8-06)

MINNESOTA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

Cancellation of a New Policy

If this policy is a new policy and has been in effect for fewer than 90 days, we may cancel for any reason by giving you notice at least 60 days before the effective date of Cancellation.

Cancellation of Other Policies

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel **for one or more** of the following reasons:

1. Nonpayment of premium;
2. Misrepresentation or fraud made by you or with your knowledge in obtaining the policy or in pursuing a claim under the policy;
3. An act or omission by you that substantially increases or changes the risk insured;
4. Refusal by you to eliminate known conditions that increase the potential for loss after notification by us that the condition must be removed;
5. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing this policy;
6. Loss of reinsurance by us which provided coverage to us for a significant amount of the underlying risk insured. Any notice of cancellation pursuant to this item shall advise you that you have 10 days from the date of receipt of the notice to appeal the cancellation to the commissioner of commerce and that the commissioner will render a decision as to whether the cancellation is justified because of the loss of reinsurance within 30 business days after receipt of the appeal;
7. A determination by the commissioner that the continuation of the policy could place us in violation of the Minnesota insurance laws; or
8. Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to your obtaining or continuing this policy. This item shall not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

If we cancel your policy for any of the reasons listed in (2) through (8), we will give notice at least 60 days before the effective date of cancellation.

Notice of Cancellation

Any notice of cancellation under this endorsement shall be in writing and shall be sent by first class mail or delivered to you and any agent, to the last mailing addresses known to us. A cancellation notice for nonpayment of premium must be sent at least 30 days before the actual date of cancellation and shall state the amount of premium due and the due date, and shall state the effect of nonpayment by the due date. Cancellation shall not be effective if payment of the amount due is made prior to the effective date of cancellation in the notice. A cancellation notice for some other reason shall state the specific reason for cancellation and shall state the effective date of cancellation. The policy will end on that date.

Refunds Due You

If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

WC 22 06 01 D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 8-06)

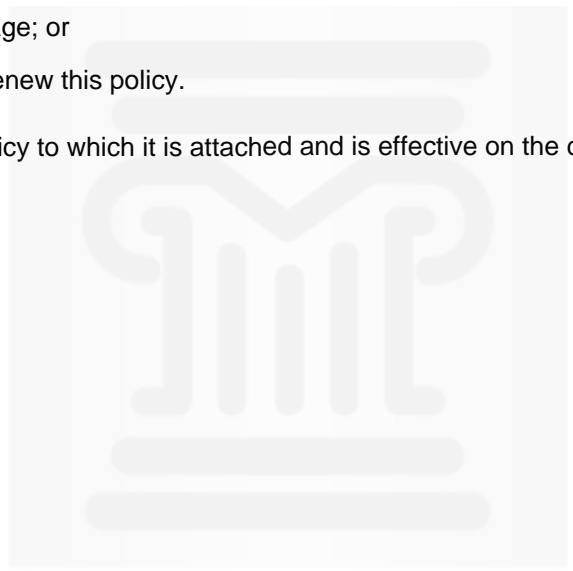
Nonrenewal of Your Policy

Any notice of nonrenewal shall be in writing and shall be sent by first class mail, or delivered to you and any agent, to the last mailing addresses known to us, at least 60 days before the expiration date.

We need not mail or deliver this nonrenewal notice if you have:

1. Insured elsewhere;
2. Accepted replacement coverage; or
3. Requested or agreed not to renew this policy.

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



MINNESOTA

JUDICIAL

BRANCH

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 02-06-2021

Insured

Custom Fabricating & Repair Inc

Insurance Company

Policy No.



Endorsement No.

Premium \$ Included

Countersigned by _____

WC 22 06 01 D

(Ed. 8-06)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 23 06 01**

(Ed. 7-18)

MISSISSIPPI CANCELLATION, NONRENEWAL, AND RENEWAL ENDORSEMENT

This endorsement applies because Mississippi is shown in Item 3.A. of the Information Page. Part Six—Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation and Nonrenewal

1. You may cancel this policy on the day you either:
 - a. Return the policy to the agent
 - b. Sign and deliver a lost policy release to your agentIf you cancel this policy before it becomes effective, you may submit written notice of cancellation to us or your agent without returning the policy or signing a lost policy release.
2. We may cancel or nonrenew this policy. We will provide you and the Mississippi Workers' Compensation Commission (Commission) with at least 30 days' advance written notice stating when the cancellation or nonrenewal is to take effect. If you obtain other insurance coverage, the date of cancellation will be the effective date of the other coverage. We will provide cancellation and nonrenewal notice to:
 - a. You personally or by registered or certified mail
 - b. The Commission in the manner and on the form specified by the Commission
3. The provisions in D-2 do not apply to the cancellation and nonrenewal of this policy when we issue a replacement policy providing the same or substantially similar coverage or when we transfer you to a licensed affiliate carrier providing the same or substantially similar coverage in a replacement policy. Provisions detailed in Part Six, Section F-2 apply.
4. The policy period will end on the day and hour stated in the cancellation notice.

Add the following to Part Six—Conditions of the policy:

F. Renewal

1. We may elect to renew the policy. If we issue a renewal policy with the same or substantially similar coverage, we will notify you at least 30 days before the renewal policy's effective date, in writing, of any terms or conditions that are less favorable to you.
2. We may elect to transfer this policy to a licensed affiliate carrier. The notification requirements for transferring this policy to a licensed affiliate carrier and for that carrier's issuance of a renewal policy are as follows:
 - a. At least 45 days before notifying you of the transfer, we must notify the Mississippi Insurance Department and the Commission of the transfer. The notice will include our name (as the carrier transferring the policy) and the name and financial rating of the carrier receiving the transferred policy.
 - b. We must notify you, in writing, of the transfer at least 30 days before the policy term expires. This notice will be provided with the notice of renewal premium that we are required to send to you. This notice will include the financial rating of the carrier receiving the transferred policy.
 - c. If we transfer this policy to a licensed affiliate carrier to provide the same or substantially similar coverage, that carrier will notify you at least 30 days before the renewal policy's effective date, in writing, of any terms or conditions that are less favorable to you.
3. The notices will be mailed or delivered to you personally.
4. If a replacement policy is issued, the application and any related documents you signed for the initial policy apply and remain valid and enforceable.

WC 23 06 01

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-18)



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 23 06 01
(Ed. 7-18)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 23 04 01**

(Ed. 1-99)

MISSISSIPPI SMALL EMPLOYER LOSS-FREE POLICY PREMIUM CREDIT ENDORSEMENT

This endorsement provides notice that the final premium for your policy may be affected by the Mississippi Assigned Risk Small Employer Loss-Free Credit Program.

Your policy has been issued through the Mississippi Workers Compensation Insurance Plan. The Mississippi Insurance Department has approved the use of a 10% premium credit for eligible employers that remain loss-free throughout their annual policy term.

To be eligible for this premium credit, you must:

- 1) Not be experience-rated; and
- 2) Remain loss-free for the entire annual term covered by this policy. You will be considered loss-free if we have not made any claim payment or established any loss reserve for reported claims covered by this policy.

We will determine your eligibility for this premium credit at the time your final premium audit is processed. The application of this premium credit will not reduce your premium below the minimum premium applicable to your 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 02-06-2021

Effective Policy No.

Endorsement No.

Insured

Premium Included

Custom Fabricating & Repair Inc
Insurance Company

Countersigned by _____

WC 23 04 01

(Ed. 1-99)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-90)

MISSOURI CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Missouri Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.



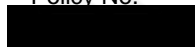
MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.



Endorsement No.
Premium Included

Countersigned by _____

WC 24 04 01
(Ed. 1-90)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 24 06 01 B**

(Ed. 1-96)

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 cancellation 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 cancellation is to take effect and our reason for cancellation. 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 cancellation 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 cancellation 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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

[REDACTED]

Endorsement No.

Premium Included

Countersigned by _____

WC 24 06 01 B
(Ed. 1-96)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 24 06 02 B**

(Ed. 7-06)

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED] Endorsement No.
Premium Included
Countersigned by _____

WC 24 06 02 B
(Ed. 7-06)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 24 03 02**

(Ed. 1-14)

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.



MINNESOTA
JUDICIAL
BRANCH

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 _____

WC 24 03 02
(Ed. 1-14)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 24 04 06 D

(Ed. 8-16)

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 _____

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium: Included

WC 24 04 06 D
(Ed. 8-16)

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.

WC 24 06 04 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 09-2019)

Schedule

Basis of Audit
Noncompliance Charge

[Redacted]

Maximum Audit
Noncompliance Charge Multiplier

2



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No.

[Redacted]

Endorsement No.
Premium Included

Insurance Company

Countersigned by _____

WC 24 06 04 C
(Ed. 09-2019)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-95)

NEBRASKA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Nebraska Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 26 04 02
(Ed. 1-95)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 26 06 01 C**

(Ed. 7-96)

NEBRASKA CANCELLATION AND NONRENEWAL ENDORSEMENT

1. You may cancel this policy within the policy period by giving notice to us, fixing the date on which the cancellation is to be effective.
2. The notice, from you, is to be sent by certified mail.
3. We are required by Nebraska Law to give notice of your intent to cancel a policy to the Nebraska Workers' Compensation Court.
4. The cancellation shall not be effective until ten (10) days after we give notice to the Nebraska Workers' Compensation Court that the policy is being canceled. However, if you have secured insurance with another insurer, the cancellation will be effective as of the effective date of such other notice of coverage.
5. We may cancel or nonrenew this policy within the policy period by giving notice to you and to the Nebraska Workers' Compensation Court, fixing the date on which the cancellation or nonrenewal is to be effective.
6. The notice from us will contain a brief statement of the reasons for cancellation or nonrenewal and will be sent to you by certified mail.
7. The nonrenewal shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court.
8. The cancellation shall not be effective until thirty (30) days after the giving of notice to you and to the Nebraska Workers' Compensation Court, except the cancellation shall be effective ten (10) days after the giving of the notice if the cancellation is based on:
 - a. nonpayment of premiums;
 - b. failure of the insured to reimburse deductible losses as required under the policy; or
 - c. failure of the insured, if covered pursuant to the Assigned Risk Plan, to comply with workplace safety laws found in Nebraska statutes.
9. All notices shall be provided in writing and shall be deemed given upon mailing by certified mail, except that we may give notice to the Nebraska Workers' Compensation Court by approved electronic means. Notice provided to the Nebraska Workers' Compensation Court by approved electronic means shall be deemed given upon receipt.

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.

██████████

Endorsement No.

Premium Included

Countersigned by _____

WC 26 06 01 C
 (Ed. 7-96)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 26 04 03**

(Ed. 5-17)

NEBRASKA EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

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

- A. If multiple states are shown in Item 3.A. of the Information Page, this endorsement does not apply if the premiums attributable to Nebraska (calculated using prior experience rating modifications) are less than 50% of the total premium for the risk. If more than 50% of your premium is derived from Nebraska, the application of this endorsement applies only to the Nebraska premium.
- B. 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.
- C. If the ultimately determined experience rating modification factor applying to this policy is a decrease from that shown on the Information Page, it will be applied retroactively to the policy effective date or to the rating effective date if the rating effective date is later than the policy effective date.
- D. If the experience rating modification factor is an increase from that shown on the Information Page, it will apply as follows:
1. Retroactively to the policy effective date, or to the rating effective date if the rating effective date is later than the policy effective date, if the adjustment is within 30 days after the policy effective date.
 2. Only to premiums earned after the date that you or your agent is first notified of the revised experience rating modification factor if the change occurred more than 30 days after the policy effective date.
 3. Sections D.1. and D.2. of this endorsement notwithstanding, retroactively to the policy effective date or to the rating effective date if the rating effective date is later than the policy effective date when:
 - a. The change in the experience rating modification factor is the result of a revision in your classifications or an appeals board or other appropriate administrative process or judicial decision.
 - b. The delay in the calculation of the experience rating modification factor is due to your failure to make available all your records for examination and audit for us or for a previous carrier.
- E. An increase or decrease in the experience rating modification factor due to a change in ownership or combinability status is applied as of the date of the change in accordance with our manuals.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

██████████

Endorsement No.

Premium: Included

Countersigned by _____

WC 26 04 03
(Ed. 5-17)

NEVADA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

Part Six—Conditions, D. Cancellation of the policy is replaced by the following:

A. Midterm Cancellation

1. You may cancel this policy by mailing or delivering advance written notice to us stating when the cancellation is to take effect.
2. We will provide you not less than 10 days notice if this policy is cancelled because you failed to pay a premium or remit an amount due because of an endorsement for a deductible when due.
3. We will provide you not less than 30 days notice for any other cancellation reason permitted under Nevada law, including failure to pay additional premium charged due to an audit of any payroll under the terms of the current or previous policy.
4. No policy of industrial insurance that has been in effect for at least 70 days or that has been renewed may be cancelled, except on any one of the following grounds:
 - a. A failure by the policyholder to pay a premium for the policy of industrial insurance when due, including the failure of the policyholder to remit an amount due because of an endorsement for a deductible;
 - b. A failure by the policyholder to:
 - (1) Report any payroll;
 - (2) Allow the insurer to audit any payroll in accordance with the terms of the policy or any previous policy issued by the insurer; or
 - (3) Pay any additional premium charged because of an audit of any payroll as required by the terms of the policy or any previous policy issued by the insurer;
 - c. A material failure by the policyholder to comply with any federal or state order concerning safety or any written recommendation of the insurer's designated representative for loss prevention;
 - d. A material change in ownership of the policyholder or any change in the policyholder's business or operations that:
 - (1) Materially increases the hazard for frequency or severity of loss;
 - (2) Requires additional or different classifications for the calculation of premiums; or
 - (3) Contemplates an activity that is excluded by any reinsurance treaty of the insurer;
 - e. A material misrepresentation made by the policyholder; or
 - f. A failure by the policyholder to cooperate with the insurer in conducting an investigation of a claim.
5. We cannot cancel the policy when the referenced reasons are corrected by you within the time specified in the written notice of cancellation.

B. Nonrenewal

1. We may elect not to renew the policy. We will provide to you a written notice of our intention not to renew at least 60 days before the expiration date.
2. We need not provide notice of our intention not to renew if you have accepted replacement coverage, if you have requested or agreed to nonrenewal, or if the policy is expressly designated as nonrenewable.

C. Information About Claims Paid

1. If you request information for the renewal of the policy, we will provide you with information regarding claims paid on your behalf.
2. We will provide the information within 30 working days after we receive your written request. We may charge a reasonable fee for providing the information.

D. Notices

1. We will provide advance written notice of cancellation or nonrenewal as provided in A and B above. This notice must be served personally on or sent by first-class mail or electronic transmission to the employer.
2. Notices will state the effective date of the cancellation or nonrenewal and will be accompanied by a written explanation of the specific reasons for the cancellation or nonrenewal.
3. A written notice of cancellation is not required if we mutually agree with you to cancel the policy and reissue a new policy based upon a material change in the ownership or operation of your business.

WC 27 06 01 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 10-08)

E. Compliance With Law

1. Any of these provisions that conflict with a law that controls the cancellation or renewal or nonrenewal of the insurance in this policy is changed by this statement to comply with the law.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No. [REDACTED]
 Endorsement No. _____
 Premium Included _____
 Countersigned by _____

WC 27 06 01 C
(Ed.10-08)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT

Section 52-1-10 of the New Mexico Workers' Compensation Law may make you liable for the payment of additional benefits in the case of bodily injury to employees resulting from your failure to supply safety devices. The benefits payable under Part One (Workers Compensation Insurance) includes these additional benefits.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]
Countersigned by _____

Endorsement No.
Premium Included

WC 30 03 01
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 30 04 01 A**

(Ed. 7-93)

**NEW MEXICO WORKERS COMPENSATION PREMIUM ADJUSTMENT PROGRAM
FOR QUALIFYING CLASSIFICATIONS ENDORSEMENT**

The premium for the policy may be adjusted by New Mexico Workers Compensation Premium Adjustment credits and Offset to Experience Rating debit. The credits and debit were not available when the policy was issued. If you qualify, or if estimated credits and estimated debit have been applied, we will issue an endorsement to show the proper premium adjustment credits and debit after they are calculated.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.



Endorsement No.
Premium Included

Countersigned by _____

WC 30 04 01 A
(Ed. 7-93)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 30 06 01 A**

4/2/24 4:00 PM

(Ed. 3-15)

NEW MEXICO CANCELLATION AND NONRENEWAL ENDORSEMENT

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

Part Six—Conditions, Section D. Cancellation of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy by giving us advance written notice stating when the cancellation is to take effect.
2. At any time during the policy period, regardless of the number of days the policy has been in effect, we may cancel this policy for nonpayment of premium when due. We must give written notice to you at least 10 days prior to the effective date of the cancellation.
3. If the policy has been in effect less than 60 days and is not a renewal policy, we may cancel this policy without cause by giving written notice to you at least 10 days prior to the effective date of the cancellation. The cancellation effective date must fall within this period of less than 60 days.
4. Subject to Subsection 2 above, if the policy has been in effect for 60 days or more or is a renewal, we may cancel this policy only for one or more of the following reasons:
 - a. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. We must give written notice to you at least 15 days prior to the effective date of cancellation.
 - b. Willful and negligent acts or omissions by you have substantially increased the hazards insured against. We must give written notice to you at least 15 days prior to the effective date of cancellation.
 - c. You presented a claim based on fraud or material misrepresentation. We must give written notice to you at least 15 days prior to the effective date of cancellation.
 - d. There has been a substantial change in the risk assumed by us since the policy was issued. We must give written notice to you at least 30 days prior to the effective date of cancellation.
 - e. Revocation or suspension of driver's license of the named insured or other operator who either resides in the same household or customarily operates the vehicle. We must give written notice to you at least 15 days prior to the effective date of cancellation.
5. We will give the required Notice of Cancellation stating the reason(s) for cancellation before the cancellation is effective. The notice will state the time that the cancellation is to take effect. The written notice of cancellation will be sent to your last address of record with us.

Part Six— Conditions of the policy is changed by adding the following:

F. Nonrenewal

1. If we decide not to renew this policy, we must give you written notice of our intention at least 30 days prior to the expiration of the policy. The written notice of nonrenewal will be sent to your last address of record with us.
2. This nonrenewal section does not apply to any policy of insurance issued to an insured that has its principal place of business outside the state of New Mexico.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

██████████

Endorsement No.

Premium: Included

Countersigned by _____

WC 30 06 01 A
(Ed. 3-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

OREGON UNSAFE EQUIPMENT EXCLUSION ENDORSEMENT

Part Two (Employers Liability Insurance) does not cover bodily injury arising out of your failure to comply with a notice posted pursuant to ORS 654.082 of the Oregon Safe Employment Act or any amendment to that Act.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 36 03 01
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-02)

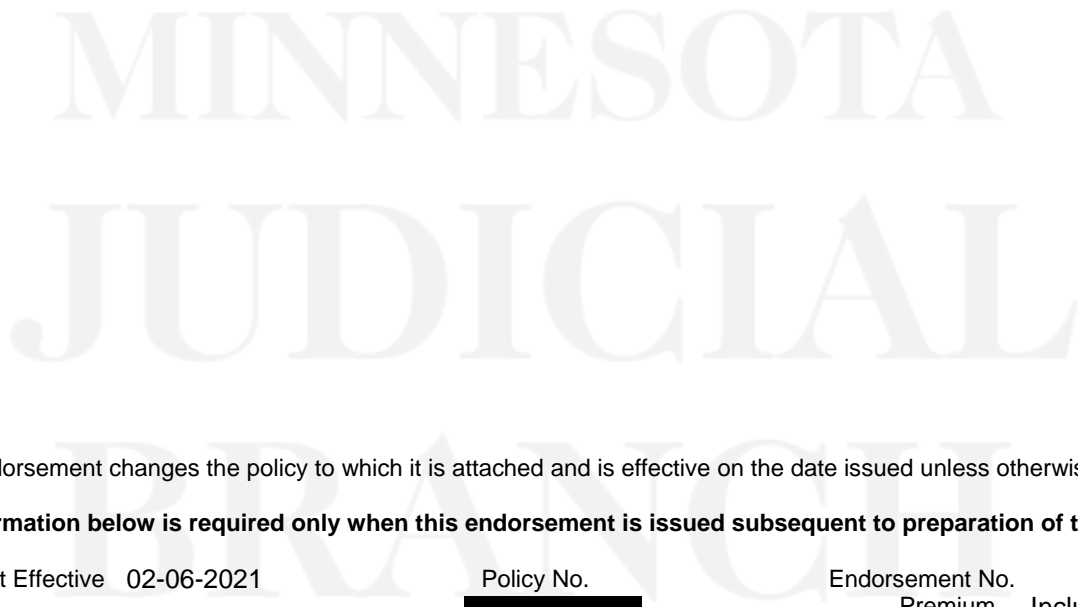
OREGON LIMITS OF LIABILITY ENDORSEMENT

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

The limits of our liability under Part Two of the policy are:

- Bodily Injury by Accident \$500,000 or the amount shown in Item 3.B. of the Information Page, whichever is greater, each accident
- Bodily Injury by Disease \$500,000 or the amount shown in Item 3.B. of the Information Page, whichever is greater, policy limit
- Bodily Injury by Disease \$500,000 or the amount shown in Item 3.B. of the Information Page, whichever is greater, each employee

This change applies to the insurance this policy provides for Oregon operations only.



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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.
 [Redacted]
 Countersigned by _____

Endorsement No.
 Premium Included

WC 36 03 06
(Ed.1-02)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-91)

OREGON CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by an Oregon Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, or if an estimated factor has been applied, we will issue an endorsement to show the proper premium adjustment factor after it is calculated.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 36 04 02
(Ed. 1-91)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 10-01)

OREGON PREMIUM DUE DATE ENDORSEMENT

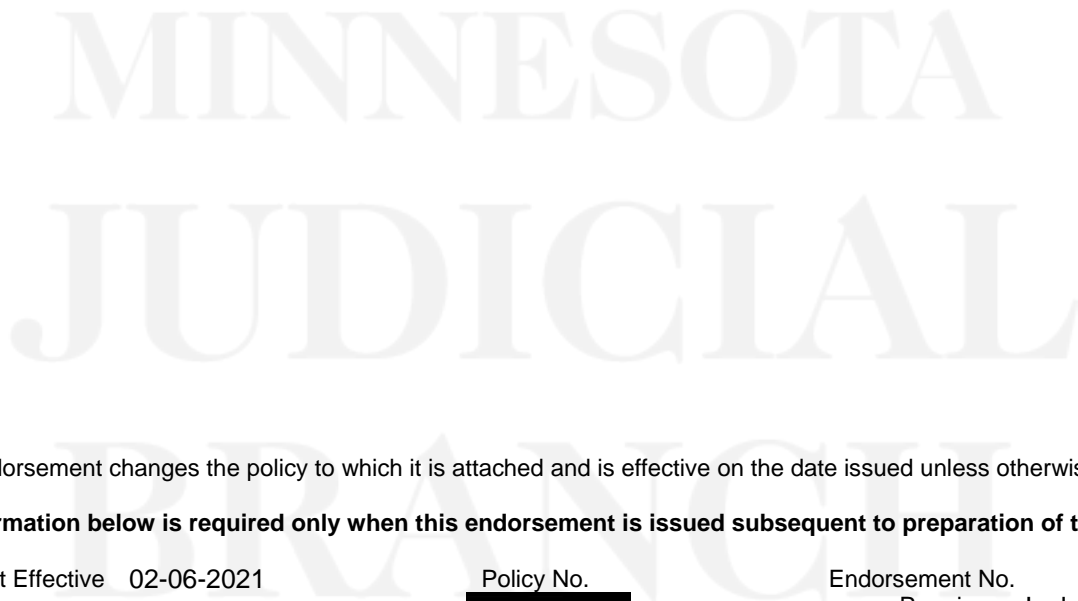
This endorsement is used to amend:

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 specified in the billing invoice for 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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]
Countersigned by _____

Endorsement No.
Premium Included

WC 36 04 06
(Ed. 10-01)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 36 06 01 E

(Ed. 1-08)

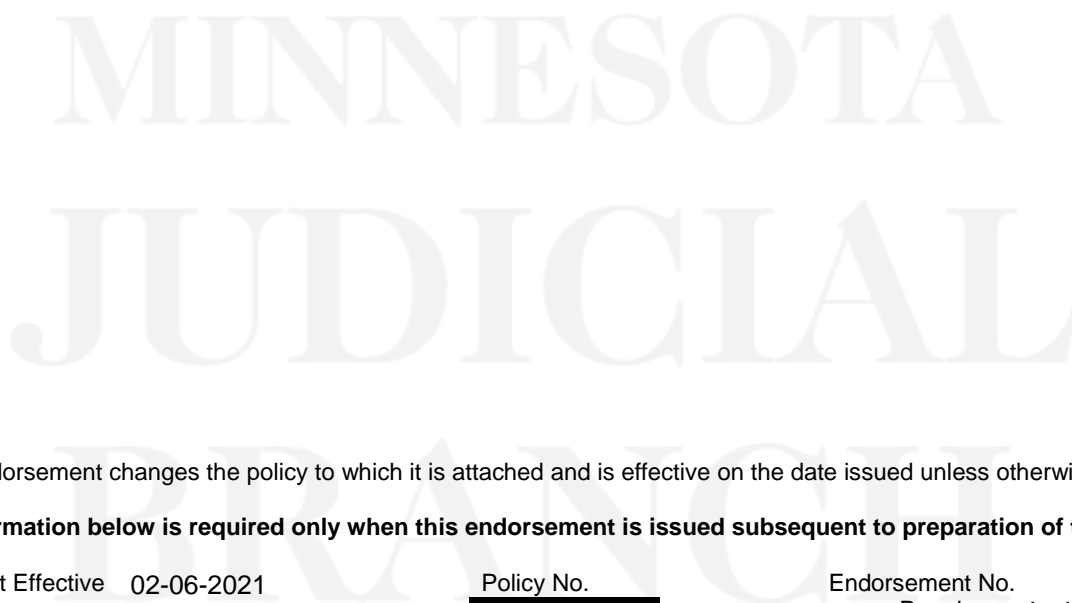
OREGON CANCELLATION ENDORSEMENT

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

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

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. If you provide for other insurance or self-insurance, your cancellation of coverage will take effect upon the effective date of that insurance.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
 - a. If we cancel based on our decision not to offer insurance to all employers within your premium category, we will mail the notice of cancellation at least 90 days before the cancellation is to take effect.
 - b. If we cancel for other reasons, we will mail the notice of cancellation at least 45 days before the cancellation is to take effect.
 - c. If we cancel for nonpayment, we will mail notice of cancellation at least 10 days before the cancellation is to take effect.
3. Mailing notice to you at your last known mailing address will be sufficient to prove notice.
4. The policy period will end at 12:00 midnight on the day stated in the cancellation notice.
5. When coverage is placed with another carrier as of the policy expiration date, a rejected renewal policy shall be withdrawn without charge, provided notice of nonrenewal is mailed and postmarked on or before the expiration date and is received from the insured by the insurer no later than 10 calendar days after said expiration date.



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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.
 [Redacted]
 Countersigned by _____

Endorsement No.
 Premium Included

WC 36 06 01 E
(Ed. 1-08)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

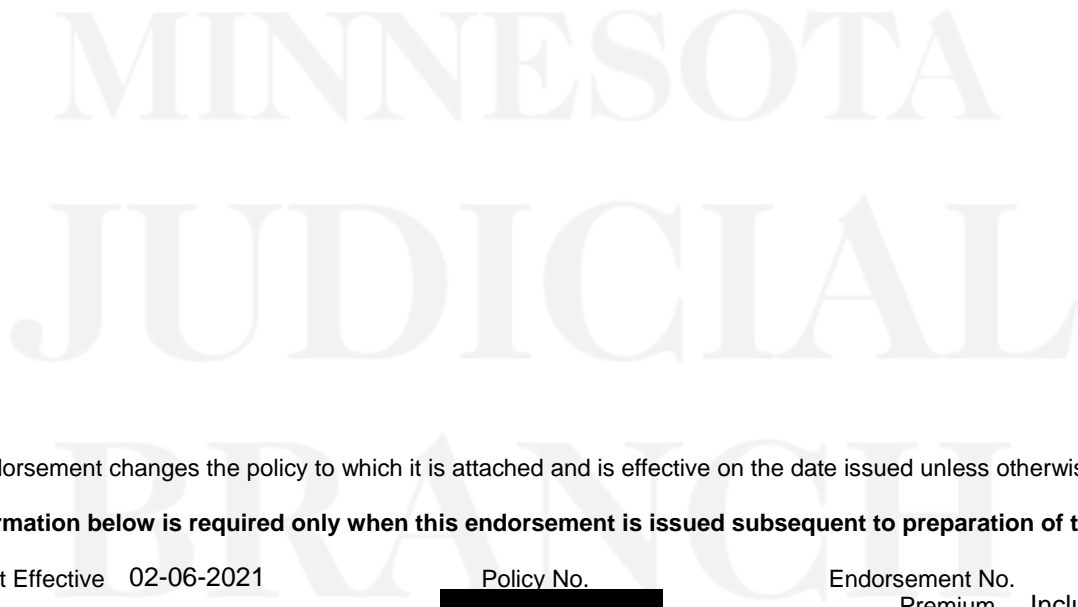
WC 36 06 02

(Ed. 01-11)

OREGON CONFIDENTIALITY ENDORSEMENT

We may furnish you with certain documentation that includes confidential information. As used in this endorsement, "confidential information" means any and all medical and vocational claim records and information about an injured worker. We make this information available to you for the sole purpose of assisting us to manage, defend, or adjust claims.

1. You agree to hold all information provided by us in trust and confidence.
2. You and your employees must not disclose confidential information about an injured worker to anyone except us unless required to do so by law or with written consent of the injured worker. You will take steps necessary to protect the confidentiality of information about injured workers, including obtaining specific contractual promises from your employees and agents not to disclose any confidential information except as provided in this endorsement. You must not use confidential information for purposes other than those necessary to directly further the purposes of this endorsement.
3. You must not use confidential information in such a manner that is likely to allow other persons to know the name or identity of an injured worker, or allow other persons to know any other particulars of a worker's injury claim, except for those matters over which you as an employer have the ability and the right to direct and control. In no case can you use confidential information either singly or in concert to discriminate unlawfully against any injured worker.



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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.
 [REDACTED]
 Countersigned by _____

Endorsement No.
 Premium Included

WC 36 06 02
(Ed. 01-11)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

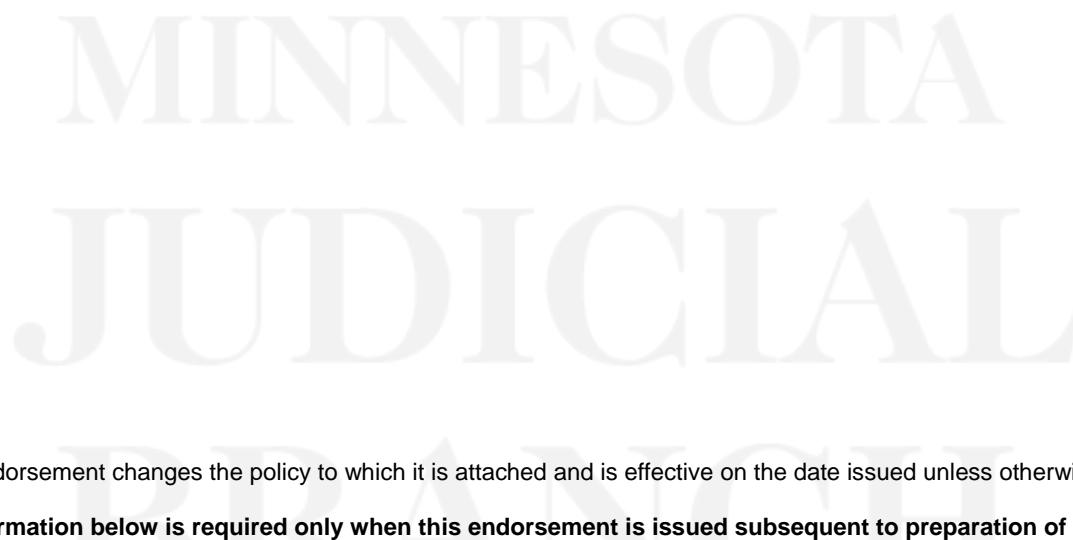
WC 36 06 03

(Ed. 01-11)

OREGON EMPLOYER PAID MEDICAL CLAIMS ENDORSEMENT

This endorsement applies only to medical benefits provided by Part One (Workers Compensation Insurance) because Oregon is shown in Item 3.A. of the Information Page.

1. Oregon law allows you to reimburse us up to a defined amount for medical services we have paid for any accepted nondisabling claim if you so choose. This defined amount is determined by the Workers' Compensation Division, Department of Consumer and Business Services, and is subject to an annual adjustment ("maximum reimbursable amount").
2. The maximum reimbursable amount applies to claims with a date of injury on or after January 1 of the year following the adjustment, and will be published annually by the Oregon Department of Consumer and Business Services in Bulletin No. 345.
3. If you choose to reimburse us for medical payments made under this policy, you must still report the injury to us in the same manner that other injuries are reported. The amount paid by you will not be used in your subsequent experience rating modifications or otherwise be used to make charges against you.



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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No. [REDACTED]
 Countersigned by _____

Endorsement No.
 Premium Included

WC 36 06 03
(Ed. 01-11)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 36 06 04**

(Ed. 01-17)

OREGON AMENDATORY ENDORSEMENT

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

Part Two—Employers Liability Insurance, Section C. (Exclusions), Item 5. of the policy is replaced by the following:

5. Any bodily injury intentionally caused or aggravated by you, or that is the result of your engaging in conduct equivalent to an intentional tort, however defined, including as described by ORS 656.156, or other tortious conduct, or conduct or activity as described by ORS 656.018(3), such that you lose your immunity from civil liability under the workers compensation laws of Oregon;

Part Two—Employers Liability Insurance, Section C. (Exclusions) of the policy is revised by adding the following:

13. Any cause of action or remedy arising out of or under ORS 656.019 or ORS 654.305 through ORS 654.336.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

Countersigned by _____

Endorsement No.
Premium \$ Included

WC 36 06 04
(Ed. 01-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

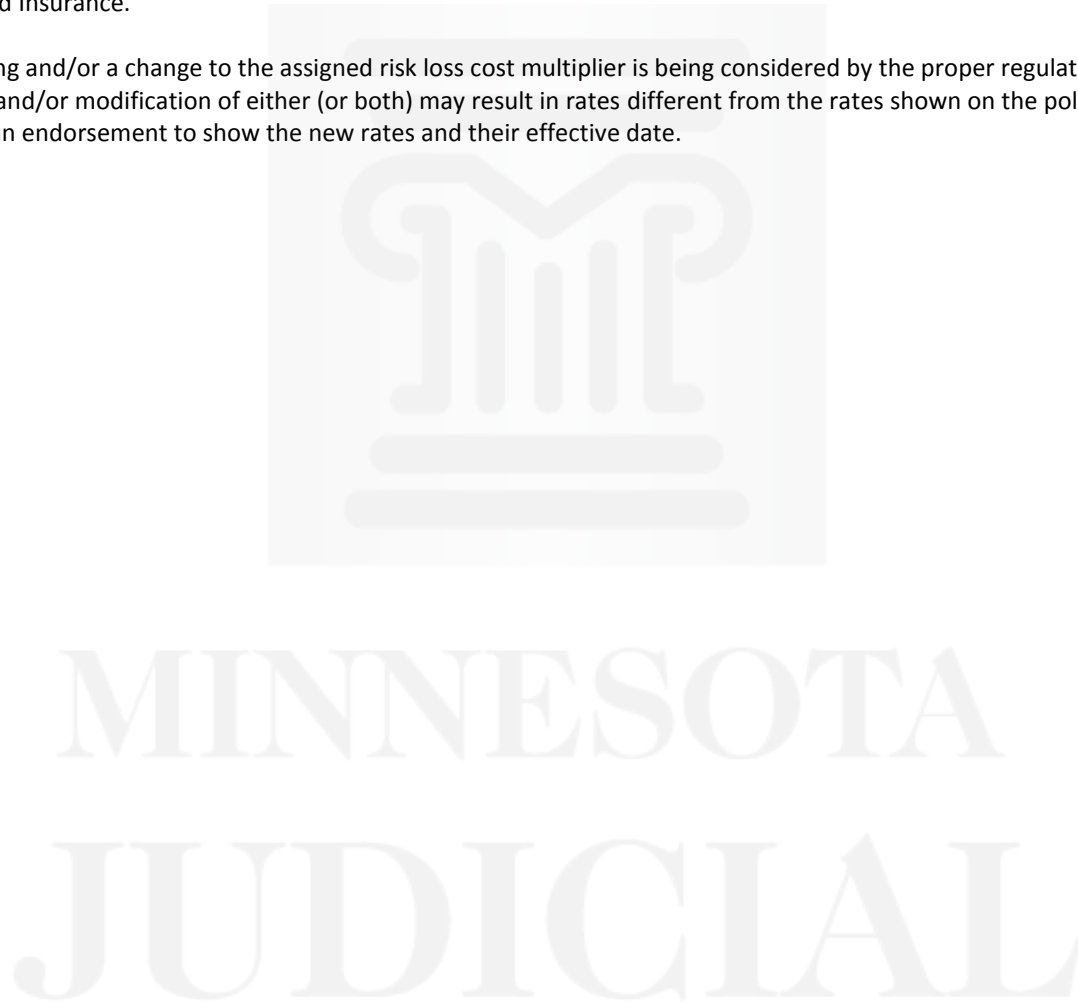
(Ed. 8-03)

TENNESSEE PENDING LOSS COST AND ASSIGNED RISK RATE ENDORSEMENT

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

The premium for the policy is determined (in part) by the product of loss costs developed and filed by the National Council on Compensation Insurance, Inc., and/or an assigned risk loss cost multiplier developed by the Tennessee Department of Commerce and Insurance.

A loss cost filing and/or a change to the assigned risk loss cost multiplier is being considered by the proper regulatory authority. The approval and/or modification of either (or both) may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.



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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 41 04 02
(Ed. 8-03)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-93)

UTAH WORKPLACE SAFETY PROGRAM ENDORSEMENT

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

This endorsement is to inform you that you may be required to establish a workplace safety program and of the premium increase which will occur for failure or refusal to establish such a program.

You may be required to establish such a program if:

1. You have an experience modification factor of 1.00 or higher as determined by NCCI; or
2. You have a three-year loss ratio of 100% or higher.

If you are required to implement a workplace safety program, the program must include a written accident and injury reduction plan and must be reviewed annually.

Your premiums may be increased by 5% over any existing rates and premium modifications for failure or refusal to establish a workplace safety program. If an increase has been made to your premium for failure or refusal to establish a workplace safety program, the amount of the increase is listed in the Schedule below.

Schedule

\$.00



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

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

Endorsement Effective 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.



Endorsement No.

Premium Included

Countersigned by _____

WC 43 06 01
(Ed. 1-93)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-02)

UTAH CANCELLATION ENDORSEMENT

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

Cancellation Section (D) of Part Six—Conditions is replaced by the following:

A. Cancellation

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. If this policy has been previously renewed or has been in effect for at least 60 days, the provisions of this paragraph 2 apply. We may cancel this policy for one of the following reasons:
 - a. You fail to pay all premiums when due;
 - b. A material misrepresentation;
 - c. A substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract;
 - d. Substantial breaches of contractual duties, conditions or warranties.

We will mail or deliver to you not less than 30-days advance written notice stating when the cancellation is to take effect, except in the event you fail to pay your premiums when due, in which case we will mail or deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect. Should we cancel for non-payment of premiums, we must state this as the reason for the cancellation on our notice of cancellation. Should we cancel for any of the other reasons above, we must either state the facts on which our decision is based or notify you of your right to make a written request for that information. Mailing a cancellation notice via first class mail to you at your mailing address last known to us will be sufficient to prove notice.

3. If this policy has not previously been renewed and has been in effect less than 60 days, we may cancel the policy for any reason and without a statement of reasons. We will deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect.
4. The policy period will end on the day and hour stated in the cancellation notice.

B. Renewal/Nonrenewal

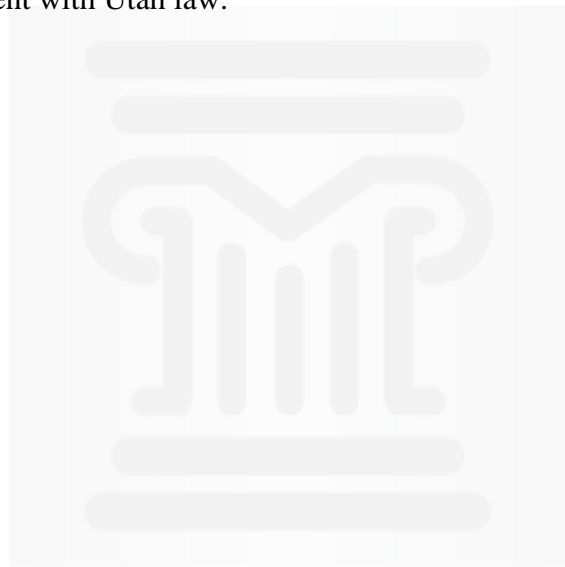
1. You have the right to have the insurance renewed unless:
 - a. The policy has been cancelled;
 - b. The policy is expressly designated as nonrenewable;
 - c. You fail to pay the renewal premium by the due date. We will mail the renewal notice to you not more than 45 days nor less than 14 days prior to the renewal effective date. The renewal notice will include the estimated renewal premium, how it may be paid, and state that failure to pay the renewal premium by the due date extinguishes your right to the renewal; or
 - d. We give you 30-days notice of nonrenewal prior to the expiration or the anniversary date. We must deliver or send the notice by first class mail to your last known mailing address.

WC 43 06 02

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 7-02)

- 2. If we offer to renew the policy but on less favorable terms or at higher rates, the new terms or rates will take effect on the renewal date if we delivered or sent by first class mail to you notice of the new terms or rates at least 30 days prior of the expiration date of the prior policy. The prior notice requirement does not apply if the only change is a rate increase generally applicable to your class of business, a rate increase resulting from a classification change, or a policy form change made to make the form consistent with Utah law.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.



Endorsement No.
 Premium Included

Countersigned by _____

WC 43 06 02
(Ed. 7-02)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 48 04 01

(Ed. 7-97)

WISCONSIN CONTRACTORS PREMIUM ADJUSTMENT PROGRAM ENDORSEMENT

The premium for the policy may be adjusted by a Wisconsin Contractors Premium Adjustment Program policy credit factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the policy credit factor after it is calculated. The credit will apply retroactively to the effective date of this policy.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 48 04 01
(Ed. 7-97)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 48 06 01 C

(Ed. 4-01)

WISCONSIN LAW ENDORSEMENT

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. If any 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.



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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No. [REDACTED]
 Countersigned by _____

Endorsement No.
 Premium \$ Included

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 48 06 06 B**

(Ed. 1-02)

WISCONSIN CANCELLATION AND NONRENEWAL ENDORSEMENT

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 thirty (30) days after the receipt of written notice by the Wisconsin Compensation Rating Bureau.
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 the 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.

WC 48 06 06 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-02)

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 the 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.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium \$ Included

WC 48 06 06 B
(Ed.1-02)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 31 03 08

(Ed. 1-00)

NEW YORK LIMIT OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New York is shown in Item 3.A. of the Information Page.

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.



MINNESOTA
JUDICIAL
BRANCH

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Effective Policy No.



Endorsement No.
Premium \$ Included

Countersigned by _____

WC 31 03 08
(Ed. 1-00)

**NEW YORK WORKERS' COMPENSATION
AND EMPLOYERS' LIABILITY MANUAL****WC 31 03 19 J**

Original Printing

Effective May 1, 2020

**NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM
EXPLANATORY ENDORSEMENT**

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

Credits are earned for average wages in excess of \$23.24 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5040	5188	5402	5474	5538	5701	6204	6260	7601	9549
3365	5057	5190	5403	5479	5545	5703	6216	6306	7855	9553
3724	5059	5193	5428	5480	5547	5709	6217	6319	8227	
3726	5069	5213	5429	5491	5606	6003	6229	6325	9526	
3737	5102	5221	5443	5506	5610	6005	6233	6400	9527	
5000	5160	5222	5445	5507	5645	6017	6235	6701	9534	
5022	5183	5223	5462	5508	5648	6018	6251	7536	9539	
5037	5184	5348	5473	5536	5651	6045	6252	7538	9545	

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately four months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York compensation Insurance Rating Board.

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing). For policies with effective dates between January 1 and March 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the second calendar year preceding the policy effective date. For policies with effective dates between April 1 and December 31, the payroll submitted is for the third quarter, as reported to taxing authorities, for the calendar year preceding the policy effective date. Total payroll (and not limited payroll) is to be reported for employees engaged in the construction of one or two-family residential housing.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Audit Department, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017.

The application for credit on a renewal policy must be received by the Rating Board three (3) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the renewal policy effective and expiration date, however, it must be accompanied by a letter from the employer stating the reason for the delay.

Under no circumstances will an original application be accepted for any policy if it is received after the expiration date of the policy to which the credit would have applied, nor will a revised application be accepted if it is received later than one (1) year from the expiration date of the policy to which the credit would have applied.

The New York Workers' Compensation and Employers' Liability Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

For online entry of the information requested on this form refer to: <http://www.nycirb.org/cpap>

**NEW YORK WORKERS' COMPENSATION
AND EMPLOYERS' LIABILITY MANUAL****WC 31 04 04 B**

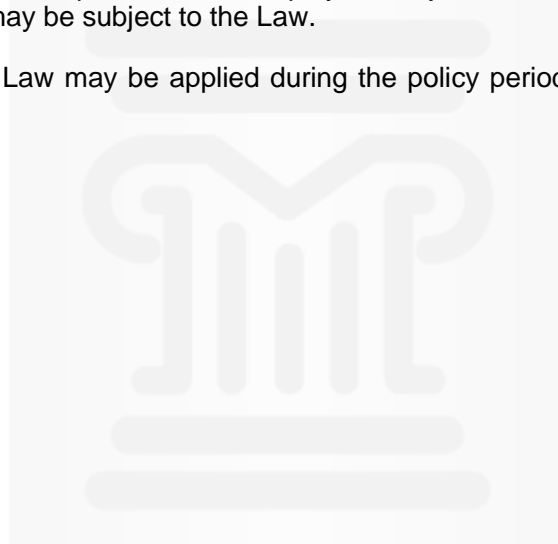
Original Printing

Effective May 1, 2020

NEW YORK PENDING PAYROLL LIMITATION AND PREMIUM DIFFERENTIAL ENDORSEMENT

The Construction Employment Payroll Limitation Law (S7744/A11294) requires a payroll limitation and territory premium differential on policies for all employers subject to the Law. The classification code(s) currently on your policy may be subject to the Law.

The requirements of the Law may be applied during the policy period or may be applied at time of audit.



MINNESOTA
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**NEW YORK WORKERS' COMPENSATION
AND EMPLOYERS' LIABILITY MANUAL****WC 31 06 18 A**

Original Printing

Effective May 1, 2020

**NEW YORK WORKERS' COMPENSATION
POLICYHOLDER NOTICE OF RIGHT TO APPEAL****Policyholder Disputes**

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing and/or other New York Compensation Insurance Rating Board ("Rating Board") rulings or decisions pertaining to this policy. Please refer to the New York Workers' Compensation Policyholder Notice of Right to Appeal process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at: <http://www.dfs.ny.gov/about/contactus.htm#consumer> or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

New York Workers' Compensation Policyholder Notice of Right to Appeal Process

An insured, or its representative, (hereafter referred to as "insured") may appeal the application of a rule or procedure contained in the New York Workers' Compensation & Employers' Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which make up, the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for a review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. The Rating Board will review the request and respond to the parties within sixty (60) days, either granting the parties or their authorized representatives their request or sustaining the Rating Board's original ruling.
2. If not satisfied with the outcome of 1. above, the parties may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and supply any supporting documents. The appropriate Department Vice President or his or her designated representative will preside at the conference.
3. If the dispute is not resolved by the conference, the parties may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reasons for the appeal and the nature of the complaint.

Following the Committee's receipt of the appeal request, the parties will be notified about the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be devoted to the matter.

After the hearing, the parties will be advised, in writing, of the Underwriting Committee decision on the complaint.

4. If the Underwriting Committee ruling is not satisfactory to either party, then the aggrieved party may request a hearing at the New York State Department of Financial Services to consider the disputed decision.
5. The decision of the New York State Department of Financial Services may be appealed to a court of law, by the parties involved or the Rating Board.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

NEW YORK EXCESS MEDICAL COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because New York is shown in Item 3.A. of the Information Page and subject to the Medical Benefits Reimbursement Endorsement attached to this policy.

1. You will pay medical benefits directly to the persons entitled to them.
2. We will reimburse you for any payment you make in excess of \$ _____ because of bodily injury to one (or more) person(s) as a result of any one accident or because of disablement of one person due to bodily injury by disease.
3. You will promptly notify us if you are required to make any payment which would require us to reimburse you. You will not admit any liability without our written consent.
4. You will periodically, to our satisfaction, give us a written statement showing the amounts we owe you.
5. The premium for this endorsement is calculated separately from other premium under this policy. This premium is not subject to any premium discount or any retrospective premium endorsement. In addition, losses under this endorsement are not subject to experience rating or any retrospective premium endorsement.

Classification and Code # of Operation	Estimated Total Annual Remuneration	Excess Medical Rates Per \$100 of Remuneration	Estimated Excess Medical Premium
5183 PLUMBING--NOC--ALL OPERATIONS TO COMPLETION AND DRIVERS SE	[REDACTED]		

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____


WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

NEW YORK EXCESS MEDICAL COVERAGE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because New York is shown in Item 3.A. of the Information Page and subject to the Medical Benefits Reimbursement Endorsement attached to this policy.

1. You will pay medical benefits directly to the persons entitled to them.
2. We will reimburse you for any payment you make in excess of \$ _____ because of bodily injury to one (or more) person(s) as a result of any one accident or because of disablement of one person due to bodily injury by disease.
3. You will promptly notify us if you are required to make any payment which would require us to reimburse you. You will not admit any liability without our written consent.
4. You will periodically, to our satisfaction, give us a written statement showing the amounts we owe you.
5. The premium for this endorsement is calculated separately from other premium under this policy. This premium is not subject to any premium discount or any retrospective premium endorsement. In addition, losses under this endorsement are not subject to experience rating or any retrospective premium endorsement.

Classification and Code # of Operation	Estimated Total Annual Remuneration	Excess Medical Rates Per \$100 of Remuneration	Estimated Excess Medical Premium
8742 SALESPERSONS, COLLECTORS OR MESSENGERS--OUTSI DE SE			

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 _____

NEW YORK VOLUNTEER FIREFIGHTERS' BENEFIT LAW 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 insured 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 the political subdivision named in Item 1 of the Information Page.

C. Volunteer Firefighters' Benefit Law

Volunteer Firefighters' Benefit Law refers to the Volunteer Firefighters' Benefit Law, Chapter 64A, Consolidated Laws of New York.

It includes amendments to that law which are in effect during the policy period. It does not include any federal workers compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

The provisions of the Workers' Compensation Law, Chapter 67, Consolidated Laws of New York, in relation to this insurance, which are not inconsistent with the Volunteer Firefighters' Benefit Law, are applicable to this policy.

PART ONE—VOLUNTEER FIREFIGHTERS' BENEFIT LAW INSURANCE

A. We Will Pay

We will pay promptly when due the benefits required of you by the Volunteer Firefighters' Benefit Law.

B. How This Insurance Applies

This volunteer firefighters' insurance applies to bodily injury or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury must occur during the policy period.

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

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.

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 the 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. Recovery From Others

We have your rights, and the rights of persons entitled to 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.

G. Statutory Provisions

These statements apply where they are required by law.

(Ed. 1-93)

1. As between an injured volunteer firefighter 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 the purposes of the Volunteer Firefighters' Benefit Law. We are bound by decisions against you under this 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 Volunteer Firefighters' Benefit 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 this law.
6. Terms of this insurance that conflict with the Volunteer Firefighters' Benefit 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 volunteer firefighter's duties while engaged in activities described in Subdivision 1 of Section 5 of the Volunteer Firefighters' Benefit Law.
2. Bodily injury by accident must occur during the policy period.
3. Bodily injury by disease must be caused or aggravated by the conditions of the volunteer firefighter's activities covered by this policy.

The volunteer firefighter's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

4. 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 you legally must pay as damages because of bodily injury to your volunteer firefighters, provided the bodily injury is covered by this Employers Liability Insurance.

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

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 volunteer firefighter; and
2. for care and loss of services;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured volunteer firefighter's duties and activities for you.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract or agreement;
2. any obligation imposed by the Volunteer Firefighters' Benefit Law, any workers compensation or occupational disease law, unemployment compensation or disability benefits law, no fault law, or any similar law;
3. bodily injury intentionally caused or aggravated by you;
4. 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.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 31 00 09 2A**

(Ed. 1-93)

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.

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;
3. litigation costs taxed against you;
4. interest on a judgment as required by law; 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 share of all remaining insurance and self-insurance will be equal until the loss is paid.

G. 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.

H. Actions Against Us

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

1. You have complied with all 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.

PART THREE—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 Volunteer Firefighters' Benefit 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 FOUR—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. Premium

Item 3 of the Information Page shows the premium for this policy. Any changes in classification, premiums or rating plans shall be stated in an endorsement issued to form a part of this policy.

C. Premium Payments

You will pay all premium when due. You will pay the premium even if part of the Volunteer Firefighters' Law is not valid.

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

1. If we cancel, 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, 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 procedures. Final premium will not be less than the minimum premium shown on the Information Page.

(Ed. 1-93)

D. 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.

E. 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.

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.

D. Cancellation

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

PART FIVE—CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your facilities at any time. Our inspections are not safety inspections. They relate only to the insurability of the facilities 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 volunteer firefighter or the public. We do not warrant that your facilities are safe or healthful or that they

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]

Endorsement No.
Premium Included

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 37 04 01**

(Ed. 1-17)

PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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 (ANC).

The charge is determined by applying the ANC Multiplier to the ANC Basis shown in the table below:

ANC Basis	ANC Multiplier
Estimated Annual Premium	Two times
	2

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will remove the ANC charge and revise your premium in accordance with Section XV, Rule, E. (7) of the Manual and Part 5 – Premium, E. (Final Premium) of this policy.

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

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

Endorsement Effective 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

Countersigned by _____

Endorsement No.

Premium Included

WC 37 04 01
(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-91)

PENNSYLVANIA CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Pennsylvania Construction Classification Premium Adjustment Factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the Premium Adjustment Factor after it is calculated.



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WC 37 04 02
(Ed. 1-91)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

SPECIAL PENNSYLVANIA ENDORSEMENT—INSPECTION OF MANUALS

The manuals of rules, rating plans, and classifications are approved pursuant to the provisions of Section 654 of the Insurance Company Law of May 17, 1921, P.L. 682, as amended, and are on file with the Insurance Commissioner of the Commonwealth of Pennsylvania.



MINNESOTA
JUDICIAL
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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 37 06 01
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

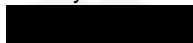
1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts of omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual, malice, or gross negligence.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.



Endorsement No.

Premium Included

Countersigned by _____

WC 37 06 02
(Ed. 4-84)

PENNSYLVANIA ACT 86-1986 ENDORSEMENT**NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM**

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

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
 - a. 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.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is canceled and there is unearned premium due you:
 - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
 - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1.a. and 1.b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

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 02-06-2021
 Insured
 Custom Fabricating & Repair Inc
 Insurance Company

Policy No.

Countersigned by _____

Endorsement No.
 Premium Included

WC 37 06 03 A
 (Ed. 8-95)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 10-99)

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that "... the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

EMPLOYER ASSESSMENT FORMULA:

Employer Assessment = Act of 1997 Employer Assessment Factor X Employer Assessment Premium Base

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938

EMPLOYER ASSESSMENT FACTOR

EMPLOYER ASSESSMENT

\$ _____

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. _____
Countersigned by _____

Endorsement No. _____
Premium Included

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 20 03 01**

(Ed. 4-84)

MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Massachusetts is listed in Item 3.A. of the Information Page.

Our liability to you under Section 25 of Chapter 152 of the General Laws of Massachusetts is not subject to the limit of liability that applies to Part Two (Employers Liability Insurance).



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.

Countersigned by _____

Endorsement No.
Premium Included

WC 20 03 01
(Ed. 4-84)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 20 03 02 A**

(Ed. 9-08)

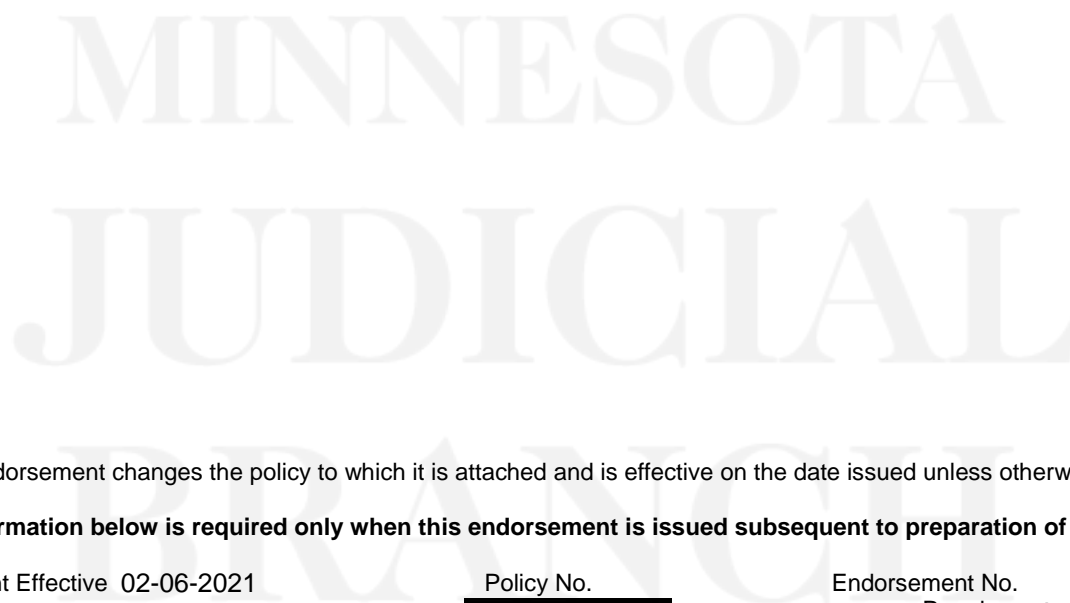
MASSACHUSETTS—ASSESSMENT CHARGE

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidents (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the DIA's standard premium, as defined and outlined in 452 CMR 7.00, developed under your policy, is shown as a separate item on the information page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.



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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 20 03 02 A
(Ed. 9-08)

MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

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

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

You may obtain pertinent rating information by submitting a written request to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this endorsement or to us at our company address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your classification, rates, premiums or audit results were determined. If we fail to grant or reject your request within thirty days after it is made or if you are not satisfied by the results of our review, you may submit a written request for review to the Workers' Compensation Rating and Inspection Bureau of Massachusetts ("WCRIBMA") at the address shown in this endorsement. If the WCRIBMA fails to grant or reject your request within thirty days after it is made or [i]f you are not satisfied with the results of the WCRIBMA review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Reserves or Settlements

You may request a loss run, which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

3. Named Insured

You are responsible for immediately reporting all changes in name or legal status to us in writing at the company address shown in this Endorsement.

If you want to add a named insured or replace the named insured with another legal entity on any policy issued through the Massachusetts Assigned Risk Pool you must submit a new Assigned Risk Pool Application, including a Confidential Request for Information Form (ERM), to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this Endorsement.

4. Insured's Mailing Address

Notices relating to this Policy will be mailed or delivered to your mailing address. Your mailing address is that which is shown in Item 1 of the Information Page or in a change of address Endorsement to the Policy. You are responsible for notifying us in writing at the company address shown in this Endorsement about any change to your mailing address.

WC 20 03 03 D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 8-10)

Addresses

The Workers' Compensation Rating and
Inspection Bureau of Massachusetts
Attention: Customer Service Department
101 Arch Street, 5th Floor
Boston, MA 02210
www.wcribma.org

Company Address

PO Box 296
Marshfield, WI 54449

Commissioner of Insurance
Division of Insurance
Department of Banking and Insurance
1000 Washington St 8th Floor
Boston, MA 02118-2218



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]
Countersigned by _____

Endorsement No.
Premium Included

WC 20 03 03 D
(Ed. 8-10)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 11-90)

MASSACHUSETTS PENDING PREMIUM CHANGE ENDORSEMENT

A filing is being considered by the Massachusetts Division of Insurance which may result in premiums different from those shown on the policy. If it does, we will issue an endorsement to show the new premiums and their effective date.



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[Redacted]
Countersigned by _____

Endorsement No.
Premium Included

WC 20 04 01
(Ed. 11-90)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 6-01)

MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT

Section D of Part Five of the Policy is replaced by this provision:

**PART FIVE
PREMIUM**

D. **Premium Payments** 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 audit and retrospective premiums shall be paid by the due date indicated on the billing statement.**

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 20 04 05
(Ed. 6-01)

MASSACHUSETTS CANCELLATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Massachusetts 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 by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
2. We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
3. We will mail or deliver the notice of cancellation to you at your last address, which shall be the mailing address shown in Item 1 of the Information Page or the change of mailing address shown in an Endorsement to the Policy. Pursuant to M.G.L. Chapter 175, Section 187C, a written notice of cancellation shall be deemed effective when mailed by us if we obtain a certificate of mailing receipt from the United States Postal Service showing your name and address as stated in the policy.
4. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WC 20 06 01 A
(Ed. 7-08)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 20 03 06 A**

(Ed. 9-94)

MASSACHUSETTS LIMITED OTHER STATES INSURANCE ENDORSEMENT**PART THREE—OTHER STATES INSURANCE** is amended to read:**A. How This Insurance Applies**

1. We will pay promptly, when due, the benefits required of you by the workers compensation law of any state other than Massachusetts, but only if the claim for such benefits involves work performed by a Massachusetts employee.
2. If we are not permitted to pay the benefits directly to persons entitled to them under circumstances described in Item 1 above, we will reimburse you for the benefits required to be paid.

IMPORTANT NOTICE!

If you hire any employees to work outside Massachusetts or begin operations in any state other than Massachusetts, you must obtain insurance coverage in that state and do whatever else may be required under that state's law, as this Limited Other States Endorsement does not satisfy the requirements of that state's workers compensation insurance law.

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 02-06-2021

Insured

Custom Fabricating & Repair Inc
Insurance Company

Effective Policy No.

Countersigned by _____

Endorsement No.

Premium Included

WC 20 03 06 A

(Ed. 9-94)

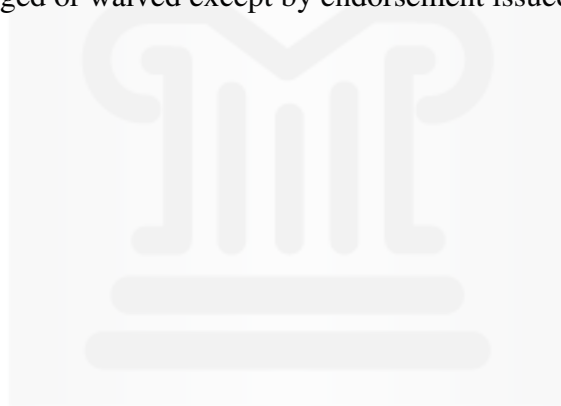
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 11-02)

MASSACHUSETTS POLICY DEFINITION ENDORSEMENT

In the General Section, Part A.—The Policy, is replaced by the following:

This policy includes at its effective date the Information Page, all endorsements and schedules listed there, and your application for insurance. 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.



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]
Countersigned by _____

Endorsement No.
Premium Included

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 20 03 07**

(Ed. 11-02)

MASSACHUSETTS ASSIGNED RISK POOL ELIGIBILITY ENDORSEMENT

The following provision is added to the Policy in Part Six—Conditions:

F. Assigned Risk Eligibility

1. You are unable to obtain coverage through the Massachusetts voluntary workers compensation insurance market;
2. You will not be in default of premium on any Massachusetts workers compensation insurance policy;
3. You will have complied and will continue to comply with all laws, orders, rules and regulations in force and effect relating to the welfare, health and safety of your employees, including, but not limited to:
 - a. You will allow us to make a careful inspection of your operation for the purpose of measuring the hazards, making recommendations for the health and safety of employees, and determining the rate or rates which will be adequate and reasonable for this insurance;
 - b. You will comply with our reasonable recommendations aimed at controlling or reducing the hazard(s) insurance against;
 - c. You will keep records of information needed to compute premium and provide us with copies of those records when we ask for them;
 - d. You will let us examine and audit your records and otherwise fully cooperate with our attempts to conduct premium audits or inspect the premises for loss control purposes.

Your compliance with each eligibility condition is material to the continuation of Assigned Risk Pool coverage. We may, to the extent allowed by the Massachusetts law, initiate a mid-term cancellation, if you fail to comply with any of these policy conditions.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No. [REDACTED] Endorsement No.
Premium Included
Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 01 D

(Ed. 02-18)

POLICY AMENDATORY ENDORSEMENT—CALIFORNIA

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

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

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

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

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

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

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

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

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

WC 04 03 01 D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 02-18)

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



MINNESOTA
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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 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No. [REDACTED]
Insurance Company

Endorsement No.

Countersigned By _____

WC 04 03 01 D (Ed. 02-18)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 10

(Ed. 01-95)

DUTY TO DEFEND—CALIFORNIA

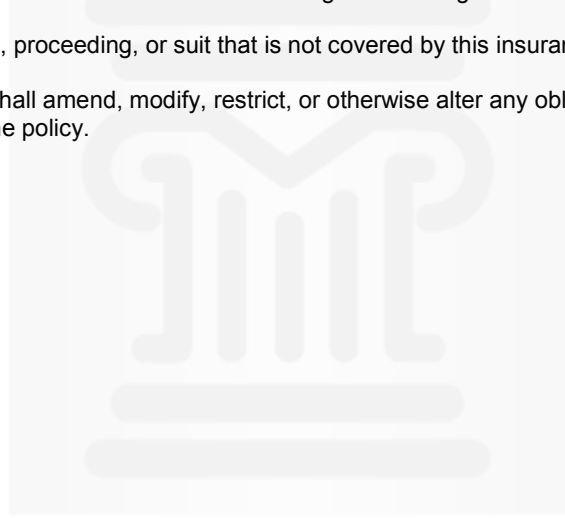
The insurance afforded by Part One, Section C, **“We Will Defend”**, is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers’ Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers’ compensation insurance. We have the right to investigate and settle these claims or proceedings.

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

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under Part Two – Employer’s Liability Insurance of the policy.



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No. [REDACTED]
Insurance Company

Endorsement No.

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 60 B

(Ed. 01-15)

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT—CALIFORNIA

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

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

A. How This Insurance Applies

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

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

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

1. Exclusion 1 is amended to read as follows:
 1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
 7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
 1. bodily injury to any member of the flying crew of any aircraft.
 2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
 3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

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 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No. [REDACTED]
Insurance Company

Endorsement No.

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 06 01 A****(Ed. 12-93)****CALIFORNIA CANCELATION ENDORSEMENT**

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

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.

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

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

Endorsement Effective 02-06-2021

Policy No. [REDACTED]
Insurance Company

Endorsement No.

Insured

Custom Fabricating & Repair Inc

Countersigned By _____

COVID-19 REPORTING REQUIREMENT ENDORSEMENT – CALIFORNIA

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

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

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

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

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

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

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

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

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

- (1) “COVID-19” means the 2019 novel coronavirus disease.
- (2) “Test” or “testing” means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. “Test” or “testing” does not include serologic testing, also known as antibody testing. “Test” or “testing” may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR Test.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 09-20)

- (3) "A specific place of employment" means the building, store, facility, or agricultural field where an employee performs work at the employer's direction. "A specific place of employment" does not include the employee's home or residence, unless the employee provides home health care services to another individual at the employee's home or residence.



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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 02-06-2021
Insured
Custom Fabricating & Repair Inc

Policy No. [REDACTED]
Insurance Company

Endorsement No.

Countersigned
By _____

POLICYHOLDER NOTICE**CALIFORNIA WORKERS' COMPENSATION
INSURANCE RATING LAWS**

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

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

**California Workers' Compensation Insurance
Notice of Nonrenewal**

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

PN 04 99 02 B**(Ed. 05-02)**

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

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

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

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

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

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POLICYHOLDER NOTICE
YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us – West Bend Mutual Insurance Company

- (1) General questions regarding your policy should be directed to:

West Bend Mutual Insurance Company
1900 South 18th Avenue
West Bend, WI 53095
Telephone: 262-334-5571 Fax:
DGovernance@wbmi.com
www.thesilverlining.com

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

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

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

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

II. Dispute Process

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

A. Our Dispute Resolution Process.

[Optional language for insurers that have adopted the WCIRB's Advisory Basic Underwriting Manual:

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

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

PN 04 99 01 H

(Ed. 05-20)

forwarded to: **See West Bend Mutual Insurance Company contact information above.**

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

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

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

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

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

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

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

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

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

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

PN 04 99 01 H
(Ed. 05-20)

NOTICE REQUIRED BY LAW—CALIFORNIA

Since our offer to renew your coverage reflects a premium rate increase of 25 percent or more in your governing classification, California law (Insurance Code section 11664) requires us to send you a “notice of nonrenewal”, even though we do intend to renew your policy. This constitutes the required notice. For purposes of this Notice, premium rate means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.



MINNESOTA JUDICIAL BRANCH

Insured Custom Fabricating & Repair Inc Date of Notice 02-06-2021

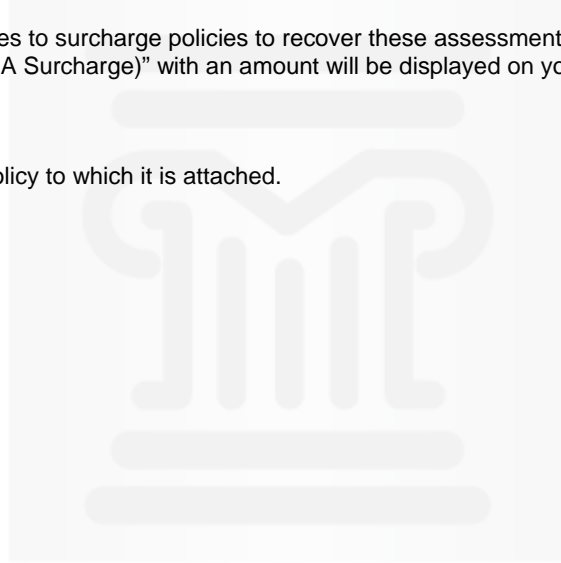
Policy No. [REDACTED] Policy Period 02/06/21-02/06/22

POLICYHOLDER NOTICE**CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

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



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POLICYHOLDER NOTICE**CALIFORNIA ASSEMBLY BILL NO. 5, INDEPENDENT CONTRACTORS****Summary of Assembly Bill No. 5 (AB 5)**

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

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

2750.3.

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

- (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- (B) The person performs work that is outside the usual course of the hiring entity's business.
- (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

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

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

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

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

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POLICYHOLDER NOTICE
PAYROLL RECORD AND AUDIT REQUIREMENTS FOR
DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS

Your policy includes one or more construction or erection classifications. Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specified wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

Payroll Record Requirements

The assignment of a high wage classification is contingent on verifying that the employee's hourly wage equals or exceeds the specified wage threshold. The determination of the regular hourly wage for any non-salaried employee must be supported by one of the following sources:

- Original time cards or time book entries for each employee. Original records must include the operations performed, the total hours worked each day and the times the employee started and ended each work period throughout the workday. At job locations where all of the employer's operations cease for a uniform unpaid meal period, recording the start and stop times of the uniform break period is not required.
- A valid collective bargaining agreement that shows the regular hourly wage rate by job classification of a worker. If using a collective bargaining agreement, the records must include an employee roster by job classification that permits the reconciliation of individual employees to the job classifications set forth in the collective bargaining agreement.

The non-salaried employee's regular hourly wage shall be determined by dividing that employee's total remuneration by the hours worked during the pay period, irrespective of whether the employee is paid on an hourly, piecework, production or commission basis.

The payroll earned by any non-salaried employees for whom the records specified above are not maintained and/or made available will be assigned to the low wage classification that describes the operations performed.

The regular hourly wage of salaried employees is determined by dividing the total annual remuneration by 2000 hours. If an employee is salaried for less than 12 months, the regular hourly wage for the salaried period is calculated on a prorated basis.

Audit Requirements

If your policy has an effective date on or after January 1, 2020 and produces a final premium of \$10,500 or more, a physical audit is required at least once a year; if it produces a final premium of less than \$10,500 and develops payroll in a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

If you hold a C-39 Roofing Contractor license from the California Contractors State License Board, a physical audit is required on the complete policy period of each policy regardless of the amount of final premium. See California Insurance Code Section 11665(a) for additional requirements regarding the audit of C-39 license holders.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 29 03 06 B**NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT**

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

With respect to Exclusion C5, this insurance does not cover any and all intentional wrongs within the exception allowed by N.J.S.A. 34:15-8 including but not limited to, bodily injury caused or aggravated by an intentional wrong committed by you or your employees, or bodily injury resulting from an act or omission by you or your employees, which is substantially certain to result in injury.

With respect to Exclusion C7, we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee(s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee(s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F, the "Other Insurance" provisions is replaced with the following:

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.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

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 02-06-2021

Policy No.

Endorsement No.

Insured

Custom Fabricating & Repair Inc
Insurance Company

Premium Included

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 29 06 03

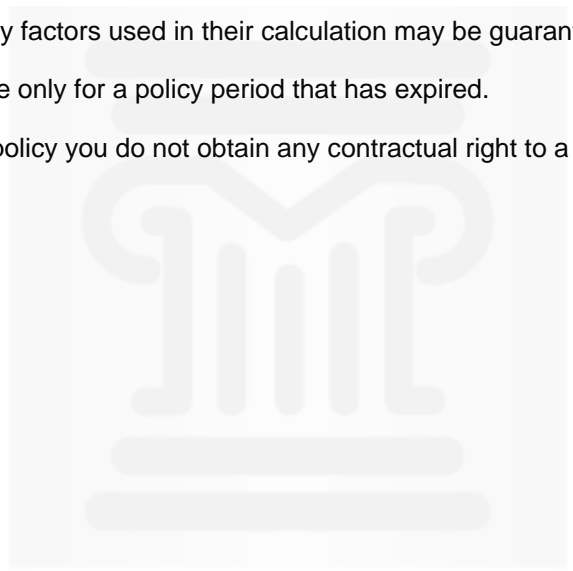
NEW JERSEY PARTICIPATING PROVISION ENDORSEMENT

You may be entitled to participate in a distribution of the surplus or excess premium of the company to such an extent and upon such conditions as shall be determined by the board of directors of the company provided you have complied with all the terms of the policy including the payment of premiums.

Neither dividends nor any factors used in their calculation may be guaranteed.

Dividends will be payable only for a policy period that has expired.

By the purchase of this policy you do not obtain any contractual right to a dividend.



MINNESOTA
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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 02-06-2021
Insured
Custom Fabricating & Repair Inc
Insurance Company

Policy No.
[REDACTED]

Endorsement No.
Premium Included

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**NEW JERSEY WORKERS' COMPENSATION INSURANCE PLAN ELIGIBILITY
ENDORSEMENT**

The following provision is added to the Policy in Part Six—Conditions

F. Assigned Risk Eligibility

1. You are unable to obtain coverage through the New Jersey voluntary workers' compensation insurance market.
2. You will not be in default of premium on any New Jersey workers' compensation insurance policy.
3. You will have complied and will continue to comply with all laws, orders, rules and regulations in force and effect relating to the welfare, health and safety of your employees, including, but not limited to:
 - a. You will comply with our right to inspect and recommendations resulting therefrom, as described in this part. Nothing contained herein alters the policy Provisions of **Part 6—Conditions**; and
 - b. You will keep records or information needed to compute premiums as described in **PART FIVE— PREMIUM, G. AUDIT**, and provide us with copies of those records when we ask for them; and
 - c. You will let us examine and audit your records and otherwise fully cooperate with our attempts to conduct premium audits or inspect the workplaces.
4. Insurance Rate Service Organizations have the same rights we have under this provision.

Your compliance with each eligibility condition is material to the continuation of coverage through the New Jersey Workers' Compensation Insurance Plan. We may, to the extent allowed by the New Jersey Compensation Rating & Inspection Bureau, initiate a mid-term cancellation, if you fail to comply with any of these policy conditions.