

CLUB HACIENDA CONDOMINIUM  
C/O CLOVER KEY, INC.  
110 IMPERIAL STREET  
MERRITT ISLAND FL 32952

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# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## Massachusetts Bay Insurance Company

For all your  
Insurance  
Needs  
Consult  
Your  
Independent  
agent.

Executive Office: 440 Lincoln Street, Worcester, Mass. 01653-0001

Main Phone: 1-508-855-1000

Toll Free: 1-800-853-0456

Report a Claim: 1-800-628-0250

Billing - Customer Service: 1-800-922-8427

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THESE POLICY PROVISIONS WITH THE INFORMATION PAGE, INFORMATION PAGE EXTENSION AND ENDORSEMENTS, IF ANY, COMPLETE THIS POLICY.

## Reporting a Workers' Compensation Claim

To our Valued Customers:

Thank you for choosing the Hanover for your Workers' Compensation needs. We are pleased to provide you with some information regarding future filing of claims, and other state specific information that will assist you with your claims reporting. You will find this information in the enclosed packet. *Please refer to your policy when completing any information on the mandatory posting notices, ie. policy number and effective dates.*

One of the most essential parts of a workers' compensation claim is prompt notification to allow for timely investigation, payment of benefits to your injured worker if appropriate, and to avoid any potential for late filing penalties that may be assessed by your state.

The Hanover has four methods for reporting new workers' compensation losses:

Phone In: Call 1-800-628-0250, follow the prompts for reporting WC new losses

Fax In: Fax completed First Report to 1-800-762-7788

Online: [www.hanover.com](http://www.hanover.com) Choose "Claims Service" at the top of the page, then choose "Workers' Compensation" under Report a Claim, Online Claim Reporting, For Business

E-Mail: E-mail completed First Report of Injury to [WCNEWLOSSES@hanover.com](mailto:WCNEWLOSSES@hanover.com)

All four options are available 24 hours per day, 7 days per week. Upon receipt and entry of your claim into our system, you and your agent will receive a notification of the claim for your records. This occurs within 1 business day of receipt of your report.

*The following states require the employer to post a panel of physicians for their employees to choose from in the event of a work related injury:*

- Colorado
- Georgia
- Pennsylvania
- Tennessee
- Virginia

*Even though your state may not require employers to post a medical panel, it is recommended. If your state is listed above, or if you would like to request a medical panel, please see our [website](#) for further instructions on creating a panel for your workplace.*

You can call 1-800-628-0250 and follow the prompts for the Workers' Compensation Department for additional assistance. If you have questions or need additional information, you can find a list of claims contacts by region by visiting [www.hanover.com](http://www.hanover.com). Select Claims Service in the banner at the top of the page, then click on State-Specific Workers' Compensation Claims Services.

## **A WORKERS' COMPENSATION POLICYHOLDER'S GUIDE**

### **PREMIUM AUDIT AND YOUR COMMERCIAL INSURANCE COSTS**

#### **WHAT TO EXPECT AND HOW TO PREPARE**

The contents of this publication are not intended to supersede any definitions or conditions of your policy, the Workers' Compensation Law or any legal rulings.

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

- An insurance premium audit is a provision of your policy contract. The premium your organization is billed at the beginning of a policy period for workers' compensation coverage is actually an estimate. This estimate is calculated using your organization's classification(s) and expected payroll.
- The purpose of the premium audit is to develop actual exposures that are properly classified in accordance with manual rules and regulations. This information will be used to determine your final premium.

#### **WHEN IS A PREMIUM AUDIT PERFORMED?**

- Audits will typically occur on an annual basis within a reasonable time period after your policy expires but can be performed up to 3 years after policy expiration.
- It is also performed after policy cancellation, to determine your final earned premium for the shortened policy period.

#### **HOW WILL MY PREMIUM AUDIT BE CONDUCTED?**

The best method to conduct your premium audit will be determined based upon the, state, size and complexity of your business operations.

The most typical methods are:

- A physical visit to your business premises to review actual records and operations.
- A telephone audit, after receiving certain information requested from you in advance of the audit. The information provided will be verified over the phone.
- A mail or electronic self- audit in a specified format that you will complete and return.

#### **WHAT TYPE OF INFORMATION IS NEEDED FOR A PREMIUM AUDIT?**

The objective is to make the premium audit process a positive experience. Having the appropriate records available for the audit will allow the auditor to complete the process smoothly. You will be contacted by letter, email or phone to schedule a date for the audit appointment and you will be requested to provide certain records. The records checklist indicates the most typical records but not limited to what may be requested for an audit. These records will help in determining the appropriate classification(s) and correct reportable exposures.

If there is a Contractors Credit Premium Adjustment Program, the reported exposure is verified during the premium audit process. This will require records from the previous year to support payroll, hours and classifications submitted on the application.

#### **RECORDS CHECKLIST**

- Payroll journals/registers
- Employer's Quarterly Federal Tax Return Form 941 or 943 reports
- State Employer's Quarterly Unemployment Insurance Tax reports
- Federal 1096, 1099, W2, and W3 transmittals
- General ledger/trial balance
- Financial statements
- Check register/canceled checks/bank statements
- Contractors/subcontractors records
- Job cost records/contracts/work invoices showing type of work
- Certificate of WC and/or General Liability Insurance for all subcontractors

- Benefit Plan information such as cafeteria or 401(k) plan wages
- Overtime wages summarized by classification
- List of clerical employees and duties
- Other miscellaneous business records
- Officers/owners names, title, percentage of shares/ownership & job duties
- Number of employees at each location

**WHAT RECORDS WILL BE REVIEWED?**

- Payroll Journal and Summary showing
  - Monthly totals
  - Separate totals by each type of work performed
  - Overtime demonstrated separately by employee
- Individual Earning Records showing
  - Type of work performed
  - Date hired and date terminated
  - Gross payroll
  - Monthly and quarterly totals
  - Overtime
  - Hours
- Quarterly 941s and/or SUIs
- Cash Disbursement Journal showing
  - Monthly totals by account
    - Subcontractors
    - Casual labor

**Remuneration/Payroll Inclusions**

- Employee wages and salaries (including pay for holidays, vacations or sickness)
- Officer, Sole Proprietor, Partnership, LLC, etc. entity inclusion rules vary by state
- Executive officers' wages (minimum/maximum rules apply)
- Commissions and bonuses
- Expenses (considered as additional wages, may be excluded if adequate records are kept)
- Extra pay for overtime (some states have additional rules)
- Wages paid for time not worked, idle time and strike periods
- Contributions to IRS-qualified salary reduction plans
- Employees Retirement Income Securities Act of 1974 (contributions to employee accounts)
- Piece-work wages
- Employers' payments on behalf of the employee to incentive plans and profit-sharing plans (subject to limitations by state)
- Payment or allowance for tools
- Cash value of housing, lodging and meals if furnished to employee as part of wage
- Davis-Bacon Act or Similar Prevailing Law Wages

**Remuneration/Payroll Exclusions**

- Officer, Sole Proprietor, Partnership, LLC, etc. entity exclusion rules vary by state
- Tips or other gratuities received by employees
- Payments by an employer to group insurance or group pension plans
- Payments by an employer into third-party trusts for the Davis-Bacon Act or a similar prevailing wage law provided the pension trust is qualified under IRC Sections 401(a) and 501(a)

- The value of special rewards for individual invention or discovery
- Dismissal or severance payments except for time worked or vacation accrued
- Payments for active military duty
- Employee discounts or goods purchased from the employee's employer
- Expense reimbursements to employees to the extent that an employer's records confirm that the expense was incurred as a valid business expense

### **Status of Independent Contractors**

After reviewing the 1099s or cash disbursements, the auditor will determine whether the designation of independent contractors is acceptable for insurance purposes and review documents illustrating the relationship between the insured and its independent contractors and/or subcontractors, including:

- Proof of insurance (Certificates of Insurance and insurance policies)
- Contracts between the insured and the independent contractor or subcontractor
- Payments to contract labor and/or subcontractors may be included in the absence of a Certificate of Insurance showing the appropriate coverages for the policy period

### **Subcontractors**

If you are a contractor, you must obtain Workers Compensation and General Liability certificates of insurance for all subcontractors hired. If the subcontractor does not provide you with a certificate of insurance, they will be treated as your employee and a premium will be charged for them.

The premium for uninsured subcontractors can be substantial, so it is to your advantage to obtain proof of insurance from subcontractors.

Uninsured subcontractors covered under the principal contractor's policy are classified on the basis of the classifications that would apply if the work were performed by the principal's own employees.

### **WHAT IS THE ROLE OF THE PREMIUM AUDITOR?**

The role of the auditor is to review the results of the audit against the estimated totals. The audit is only the initial step in determining premium. Auditors do not have the information or payment history available to confirm whether there will be "additional" or "return" premium.

### **CAN A PREMIUM AUDIT BE DISPUTED AND WHAT IF I DO?**

- If an audit is believed to be incorrect, the insured must provide a written statement detailing the specific information claimed to be inaccurate should be submitted.
- Disputes should be emailed to [PAuditNor@Hanover.com](mailto:PAuditNor@Hanover.com) or [PAuditMWR@Hanover.com](mailto:PAuditMWR@Hanover.com).
- Any claim of inaccurate audit information must be supported by a detailed explanation of what is believed to be incorrect and what the correction should be.

### **WHAT ARE THE KEYS TO A SMOOTH PREMIUM AUDIT?**

- Decide who should be the primary contact. This should be a person who is familiar with the work done by all departments and employees.
- Review your payroll documents to assure that the auditor can break out the categories of payments and separate the employees by the job duties and the state of employment.
- Review the audit findings with the auditor and request a copy of the audit worksheets.

### **WHEN WILL I RECEIVE A PREMIUM AUDIT STATEMENT?**

- In most cases, we will send a billing statement shortly after the audit is completed. If you need it faster, we will do our best to accommodate your request.
- The statement will summarize the audit classification and premium exposure. It will also include your actual premium, and the net difference between that figure and your estimated premium.

Your state may have specific rules or exceptions. Please contact your Local Hanover Representative for details that may apply and answer questions you may have.



## IMPORTANT POLICYHOLDER INFORMATION FOR FLORIDA INSUREDS

The name, address and phone number of your agent or agency is printed on the declarations page of your policy. Please contact your agent if you require assistance, need information, have a question on your policy or have a complaint. Should you require further assistance please contact us at the following:

For inquiries or to obtain information about coverage:

The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653  
1-800-853-0456  
[www.Hanover.com](http://www.Hanover.com)

For Complaints:

Hanover Compliance Department  
440 Lincoln Street  
Worcester, MA 01653  
1-800-446-8379  
[Complaints@hanover.com](mailto:Complaints@hanover.com)



## Customer Notice of Privacy Policy and Producer Compensation Practices Disclosures

### Privacy Policy Disclosure

#### Collection of Information

We collect personal information so that we may offer quality products and services. This information may include, but is not limited to, name, address, Social Security number, and consumer reports from consumer reporting agencies in connection with your application for insurance or any renewal of insurance. For example, we may access driving records, insurance scores or health information. Our information sources will differ depending on your state and/or the product or service we are providing to you. This information may be collected directly from you and/or from affiliated companies, non-affiliated third parties, consumer reporting agencies, medical providers and third parties such as the Medical Information Bureau.

We, and the third parties we partner with, may track some of the web pages you visit through cookies, pixel tagging or other technologies. We currently do not process or comply with any web browser's "do not track" signals or similar mechanisms that request us to take steps to disable online tracking. For additional information regarding online privacy, please see our online privacy statement, located at [www.hanover.com](http://www.hanover.com).

#### Disclosure of Information

We may disclose non-public, personal information you provide, as required to conduct our business and as permitted or required by law. We may share information with our insurance company affiliates or with third parties that assist us in processing and servicing your account. We also may share your information with regulatory or law enforcement agencies, reinsurers and others, as permitted or required by law.

Our insurance companies may share information with their affiliates, but will not share information with non-affiliated third parties who would use the information to market products or services to you.

Our standards for disclosure apply to all of our current and former customers.

#### Safeguards to Protect Your Personal Information

We recognize the need to prevent unauthorized access to the information we collect, including information held in an electronic format on our computer systems. We maintain physical, electronic and procedural safeguards intended to protect the confidentiality and integrity of all non-public, personal information, including but not limited to social security numbers, driver's license numbers and other personally identifiable information.

#### Internal Access to Information

Access to personal, non-public information is limited to those people who need the information to provide our customers with products or services. These people are expected to protect this information from inappropriate access, disclosure and modification.

#### Consumer Reports

In some cases, we may obtain a consumer report in connection with an application for insurance. Depending on the type of policy, a consumer report may include information about you or your business, such as:

- character, general reputation, personal characteristics, mode of living;
- credit history, driving record (including records of any operators who will be insured under the policy); and/or
- an appraisal of your dwelling or place of business that may include photos and comments on its general condition.

#### Access to Information

Upon written request, we will inform you if we have ordered an investigative consumer report. You have the right to make a written request within a reasonable period for information concerning the nature and scope of the report and to be interviewed as part of its preparation. You may obtain a copy of the report from the reporting agency and, under certain circumstances, you may be entitled to a copy at no cost.

You also may review certain information we have about you or your business in our files. To review information we maintain in our files about you or your business, please write to us, providing your complete name, address and policy number(s), and indicating specifically what you would like to see. If you request actual copies of your file, there may be a nominal charge.

We will tell you to whom we have disclosed the information within the two years prior to your request. If there is not a record indicating that the information was provided to another party, we will tell you to whom such information is normally disclosed.

There is information that we cannot share with you. This may include information collected in order to evaluate a claim under an insurance policy, when the possibility of a lawsuit exists. It may also include medical information that we would have to forward to a licensed medical doctor of your choosing so that it may be properly explained.

#### Correction of Information

If after reviewing your file you believe information is incorrect, please write to the consumer reporting agency or to us, whichever is applicable, explaining your position. The information in question will be investigated. If appropriate, corrections will be made to your file and the parties to whom the incorrect information was disclosed, if any, will be notified. However, if the investigation substantiates the information in the file, you will be notified of the reasons why the file will not be changed. If you are not satisfied with the evaluation, you have the right to place a statement in the file explaining why you believe the information is incorrect. We also will send a copy of your statement to the parties, if any, to whom we previously disclosed the information and include it in any future disclosures.

#### Our Commitment to Privacy

In the insurance and financial services business, lasting relationships are built upon mutual respect and trust. With that in mind, we will periodically review and revise our privacy policy and procedures to ensure that we remain compliant with all state and federal requirements. If any provision of our privacy policy is found to be non-compliant, then that provision will be modified to reflect the appropriate state or federal requirement. If any modifications are made, all remaining provisions of this privacy policy will remain in effect. For more detailed information about our customer privacy policy (including any applicable state-specific policies) and our online privacy statement, visit our Web site, located at [www.hanover.com](http://www.hanover.com).

#### Further Information

If you have questions about our customer privacy policy (including any applicable state-specific policies) or our online privacy statement, or if you would like to request information we have on file, please write to us at our Privacy Office, N435, The Hanover Insurance Group, Inc., 440 Lincoln Street, Worcester, MA 01653. Please provide your complete name, address and policy number(s). A copy of our Producer Compensation Disclosure is also available upon written request addressed to the attention of the Corporate Secretary, N435, The Hanover Insurance Group, 440 Lincoln Street, Worcester, MA 01653.

#### **Producer Compensation Disclosure**

Our products are sold through independent agents and brokers, often referred to as "Producers." We may pay Producers a fixed commission for placing and renewing business with our company. We may also pay additional commission and other forms of compensation and incentives to Producers who place and maintain their business with us. Details of our Producer compensation practices may be found at [www.hanover.com](http://www.hanover.com).

This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Citizens Management, Inc. - AIX Ins. Services of California, Inc.- Campania Insurance Agency Co. Inc. - Campmed Casualty & Indemnity Co. Inc. - Chaucer Syndicates Limited- Educators Insurance Agency, Inc.- Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Insurance Company - The Hanover New Jersey Insurance Company - The Hanover National Insurance Company - Hanover Lloyd's Insurance Company - Massachusetts Bay Insurance Company - Opus Investment Management, Inc. - Professionals Direct Insurance Services, Inc. -Professional Underwriters Agency, Inc. - Verlan Fire Insurance Company - Nova Casualty Company - AIX Specialty Insurance Company.



03

**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
WORKERS COMPENSATION RENEWAL INFORMATION PAGE  
RENEWAL OF WDY-H956083-01**

**CARRIER CODE NO. 10006**

|                |                          |                                     |             |
|----------------|--------------------------|-------------------------------------|-------------|
| Policy Number  | Policy Period<br>From To | Coverage is Provided in the         | Agency Code |
| WDY-H956083-02 | 03/07/2024 03/07/2025    | MASSACHUSETTS BAY INSURANCE COMPANY | 4109020     |

**ITEM 1. Named Insured and Address**

CLUB HACIENDA CONDOMINIUM  
C/O CLOVER KEY, INC.  
110 IMPERIAL STREET  
MERRITT ISLAND FL 32952

**Agent Telephone: 201-661-2493**

TRIVEDI-CAPACITY ASSOC LLC  
PO BOX 104  
SPRING HOUSE, PA 19477

**Federal ID No.**

SEE ATTACHED SCHEDULE OF ADDITIONAL LOCATIONS FOR OTHER WORKPLACES NOT SHOWN ABOVE.  
IF APPLICABLE SEE CONTINUATION OF NAMED INSURED SCHEDULE.  
ENTITY OF INSURED - ASSOC LABOR UNION RELIG ORG

ITEM 2. POLICY PERIOD- 03/07/24 TO 03/07/25 12:01 AM STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

ITEM 3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF EACH OF THE FOLLOWING STATES- FL.

B. PART TWO OF THIS POLICY APPLIES TO EMPLOYERS' LIABILITY INSURANCE FOR WORK IN EACH STATE LISTED IN ITEM 3A:

|                           |                         |
|---------------------------|-------------------------|
| BODILY INJURY BY ACCIDENT | \$500,000 EACH ACCIDENT |
| BODILY INJURY BY DISEASE  | \$500,000 EACH EMPLOYEE |
| BODILY INJURY BY DISEASE  | \$500,000 POLICY LIMIT  |

C. PART THREE OF THIS POLICY APPLIES TO OTHER STATES INSURANCE FOR THE FOLLOWING STATES- ALL STATES EXCEPT ND,OH,WA,WY, AND THOSE STATES SPECIFICALLY NAMED IN ITEM 3A.

D. SEE ATTACHED SCHEDULE FOR LIST OF ENDORSEMENTS AND SCHEDULES FORMING PART OF THIS POLICY.

ITEM 4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT. ADJUSTMENT OF PREMIUM SHALL BE MADE ANNUALLY.

CLASSIFICATION OF OPERATIONS

| CLASSIFICATION OF OPERATIONS                      | EST ANNUAL PREMIUM |
|---|--------------------|
| SEE ATTACHED SCHEDULE OF OPERATIONS               | 75                 |
| MINIMUM PREMIUM \$434 EXPENSE CONSTANT            | 160                |
| 0990 REQUIRED TO BALANCE TO MP                    | 274                |
| FL OTHER PREMIUM ADJUSTMENTS SEE:                 | \$0                |
| TOTAL ESTIMATED ANNUAL PREMIUM                    | \$509              |
| DEPOSIT PREMIUM                                   | \$509              |
| FL WC INSURANCE GUARANTY ASSOC SURCHARGE ( 0.00%) | \$0                |

COUNTERSIGNED THIS DAY OF

BRANCH OFFICE:400 ATRIUM DRIVE FIFTH FLOOR SOMERSET NJ 08873  
IF THE BILL FOR YOUR POLICY IS NOT ENCLOSED, IT WILL BE SENT TO YOU SEPARATELY.



03

AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE  
RENEWAL OF WDY-H956083-01

CARRIER CODE NO. 10006

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| WDY-H956083-02 | From<br>03/07/2024<br>To<br>03/07/2025 | MASSACHUSETTS BAY INSURANCE COMPANY | 4109020     |

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POLICY  
PAGE 2

\*\* A D D I T I O N A L L O C A T I O N S \*\*

SCHEDULE  
PAGE 1

| LOCATION NUMBER | ADDRESS |
|-----------------|---------|
|-----------------|---------|

|     |  |
|-----|--|
| 001 | 955 COUNTRY CLUB DR<br>TITUSVILLE, FL<br>32780 |
|-----|--|



03

**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE  
RENEWAL OF WDY-H956083-01**

**CARRIER CODE NO. 10006**

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POLICY PAGE 3      \*\* SCHEDULE OF OPERATIONS \*\*      SCHEDULE PAGE 1

| ITEM 4.          | CLASSIFICATION OF OPERATIONS  | EST RATE         | EST     |
|------------------|---|------------------|---------|
| ST LOCT CODE TYP |   | TOT-ANN PER\$100 | ANNUAL  |
| Y NO RSK         |   | REMUNERATION     | PREMIUM |
| FL 001 9015 V    | BUILDINGS-OPERATION BY OWNER<br>OR LESSEE OR REAL ESTATE<br>MANAGEMENT FIRM | IF ANY 2.74      | \$0     |
|                  | PREMIUM SUBJECT TO MODIFICATION   |                  | 0       |
| 9807             | PREMIUM FOR INCREASED COV B LIMITS  | .0110            | 0       |
| 9848             | BALANCE TO MINIMUM FOR COV B LIMITS   |                  | 75      |
| 0032             | LOSS CONSTANT   |                  | 0       |
|                  | TOTAL FOR FLORIDA   |                  | 75      |
|                  | TOTAL SCHEDULE OF OPERATIONS PREMIUM  |                  | \$75    |
|                  | FL WC INSURANCE GUARANTY ASSOC SURCHARGE ( 0.00%)                           |                  | \$0     |



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**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
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POLICY \*\* ENDORSEMENT / FORM SCHEDULE \*\* SCHEDULE  
PAGE 4 PAGE 1

STATE NUMBER EFFECTIVE DATE

|    |              |   |          |
|----|--------------|---|----------|
| FL | *L295 0503   | CHILD LABOR LAWS AND CONTRACTORS RESPONSIBILITY   | 03/07/24 |
| FL | *000414A0119 | NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT   | 03/07/24 |
| FL | *090408A0719 | FLORIDA INSUFFICIENT FUNDS ENDORSEMENT            | 03/07/24 |
| FL | *090303 0805 | FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT  | 03/07/24 |
| FL | *000404 0484 | PENDING RATE CHANGE END.                          | 03/07/24 |
| FL | *000311A0891 | VOLUNTARY COMP. & EMPL. LIAB. COV. END.           | 03/07/24 |
| FL | *090407 0713 | FL NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT | 03/07/24 |
| FL | *000000C0115 | WORKERS COMP AND EMPLOYERS LIABILITY INS POLICY   | 03/07/24 |
| FL | *33102620307 | FL WC & EMPLOYERS LIABILITY POLICY JACKET         | 03/07/24 |
| FL | *090403C0121 | FL TRIPRA ENDORSEMENT                             | 03/07/24 |
| FL | *090607A0719 | FL WC INS GUARANTY ASSOC SURCHARGE ENDT           | 03/07/24 |



03

**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
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SPRING HOUSE, PA 19477

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**MISCELLANEOUS INFORMATION**

CONTINUATION OF NAMED INSURED:

ASSOCIATION INC

# WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**PLEASE READ THE POLICY CAREFULLY.**

## QUICK REFERENCE

|   | BEGINNING<br>ON PAGE | BEGINNING<br>ON PAGE                                 |
|---|----------------------|--|
| <b>INFORMATION PAGE</b>                         |                      |  |
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| B. Who Is Insured.....                          | 2                    |  |
| C. Workers' Compensation Law.....               | 2                    |  |
| D. State.....                                   | 2                    |  |
| E. Locations.....                               | 2                    |  |
|   |                      | G. Limits Of Liability.....5                         |
|   |                      | H. Recovery From Others.....5                        |
|   |                      | I. Actions Against Us.....5                          |
| <b>PART ONE-WORKERS' COMPENSATION INSURANCE</b> |                      | <b>PART THREE-OTHER STATES INSURANCE</b> .....5      |
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**IMPORTANT:**

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



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

### GENERAL SECTION

#### A. The Policy

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

#### B. Who Is Insured

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

#### C. Workers' Compensation Law

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

#### D. State

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

#### E. Locations

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

### PART ONE-WORKERS' COMPENSATION INSURANCE

#### A. How This Insurance Applies

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

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

#### B. We Will Pay

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

#### C. We Will Defend

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

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

#### D. We Will Also Pay

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

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

#### E. Other Insurance

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

#### **F. Payments You Must Make**

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

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

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

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

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

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

These statements apply where they are required by law.

1. As between an injured worker and us, we

have notice of the injury when you have notice.

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

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

### **PART TWO-EMPLOYERS' LIABILITY INSURANCE**

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

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in item 3.A of the Information Page.
3. Bodily injury by accident must occur during the policy period.

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

## **B. We Will Pay**

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

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

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

## **C. Exclusions**

This insurance does not cover:

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

7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the 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 et seq.), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers' or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

## **D. We Will Defend**

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

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

#### **E. We Will Also Pay**

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

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

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

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

#### **G. Limits Of Liability**

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

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

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

by accident.

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

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

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

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

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

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

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

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

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

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.

**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

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

**C. Transfer Of Your Rights And Duties**

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

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

**D. Cancellation**

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

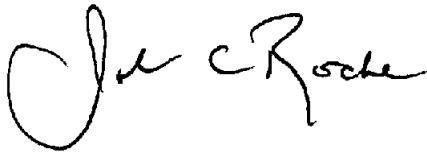
**E. Sole Representative**

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

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE INFORMATION PAGE.

**In Witness Whereof**, this company has caused this policy to be signed by its President and Secretary and countersigned on the Information page, where required, by a duly authorized agent of the company.



John C. Roche  
President



Charles Frederick Cronin  
Secretary

**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.

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  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 09 03 03**  
(Ed. 8-05)



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

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

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

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned By \_\_\_\_\_

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

**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.

|                        | <b>Schedule</b> |
|------------------------|-----------------|
| Insufficient Funds Fee | \$ 15.00        |

---

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<br>Insured | Policy No. | Endorsement No.<br>Premium |
|----------------------------------|------------|----------------------------|

|                   |                        |
|-------------------|------------------------|
| Insurance Company | Countersigned by _____ |
|-------------------|------------------------|

## 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**

FL

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

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

Endorsement Effective \_\_\_\_\_ Policy No. WDY-H956083-02 Endorsement No. \_\_\_\_\_  
Insured \_\_\_\_\_ Premium \_\_\_\_\_  
Insurance Company MASSACHUSETTS BAY INSURANCE COMPANY

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

## VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

### A. How This Insurance Applies

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

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

### B. We Will Pay

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

### C. Exclusions

This insurance does not cover:

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

### D. Before We Pay

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

1. Release you and us, in writing, of all responsibility for the injury or death.
  2. Transfer to us their right to recover from others who may be responsible for the injury or death.
  3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.
- If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

### E. Recovery From Others

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

### F. Employers Liability Insurance

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

Schedule

**Employees**

**State of Employment**

**Designated Workers  
Compensation Law**

Voluntary compensation for all board members and committee members working on behalf of the association in their official capacity. Any volunteer working on behalf of the association via an official motion of the Board of Directors. This applies to activities for which a specific license or training is not required.

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  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 00 03 11 A**  
(Ed. 8-91)

**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  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

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

**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.

**Schedule**

Rate per \$100 of Remuneration

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 \_\_\_\_\_



**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 09 06 07 A**

(Ed. 7-19)

**FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDORSEMENT**

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

Part Five-Premium, Section D. (Premium Payments) of the policy is revised by adding the following:

Florida statutes establish the Florida Workers' Compensation Insurance Guaranty Association Act.

On behalf of the Florida Workers' Compensation Insurance Guaranty Association (Association), we are required to bill and collect a surcharge, for all workers compensation and employers liability insurance policies as prescribed by order of the Florida Office of Insurance Regulation.

The Association will use the funds collected through the surcharge to:

1. Pay for covered claims
2. Pay for reasonable costs to administer these covered claims
3. Avoid excessive delay in payment and to avoid financial loss to claimants because of the insolvency of a carrier

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

**F. Florida Workers' Compensation Insurance Guaranty Association Surcharge**

Failure to pay the Florida Workers' Compensation Insurance Guaranty Association surcharge will result in this policy being subject to pro rata cancellation in accordance with Part Six-Conditions, Section D. (Cancellation).

**Schedule**

Surcharge rate 0.00 %

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

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

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

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

**WC 09 06 07 A**  
(Ed. 7-19)

## **CHILD LABOR LAWS**

Child labor laws are for the protection of our youth. Observe such laws carefully, regardless of any emergency.

Failure to do so will expose you to the penalties of the law, both civil and criminal.

Do not rely on the statements of minors or their parents as to age. Insist upon the certificates required by law.

When in doubt as to your obligations under the law, follow the advice of counsel.

## **CONTRACTOR'S LEGAL RESPONSIBILITY TO SUB-CONTRACTOR'S EMPLOYEES**

Workers' Compensation Laws hold you responsible for injuries to employees of sub-contractors.

Make sure that your sub-contractors furnish you with certificates of insurance proving that they have Workers' Compensation Insurance. Such certificates are provided without cost by insurance companies.

Have these certificates available for our auditor so that you will not have to pay an additional premium for Workers' Compensation Insurance on your sub-contractor's employees.