

TARPON COVE COMMUNITY ASSOC  
C/O KPG ACCOUNTING SVC INC  
3400 TAMIAMI TRAIL N. #302  
NAPLES FL 34103

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NAPLES FL 34103

# 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.

**NOTICE OF AVAILABILITY OF LOSS CONTROL SERVICES**

Florida State law requires that workers' compensation insurance carriers provide safety and health consultation services at no additional charge to insureds.

You may fill out and mail the following to request services or to decline consultation services. You may also phone Pamela Benoit (508) 855- 8350.

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To: THE HANOVER INSURANCE GROUP  
RISK SOLUTIONS DEPARTMENT  
440 LINCOLN STREET  
WORCESTER, MA 01653  
Attention: Pamela Benoit

As a Workers' Compensation policy holder I choose to:

Request health consultation services

Decline services

Please contact:

\_\_\_\_\_  
Policyholder Name

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone ( ) -

\_\_\_\_\_  
Extension

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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)



## The Hanover Insurance Group Consumer Privacy Notice

FACTS	WHAT DOES THE HANOVER DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	At The Hanover Insurance Group ("The Hanover"), we are committed to protecting the privacy of the personal information that we collect or maintain. Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and may share to provide products services to you include: <ul style="list-style-type: none"> <li>■ Information you provide to us in your application</li> <li>■ Insurance claim history</li> <li>■ Information contained in consumer reports to the extent permitted by law.</li> </ul> We may share information we collect for permissible purposes.
<b>How?</b>	All financial companies need to share customers' personal information for permissible purposes to run their everyday business. When The Hanover shares personal information with a trusted service provider, The Hanover requires the service provider to have processes and procedures in place to protect the information. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons The Hanover chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does The Hanover share?	Can you limit this sharing?
<b>For our everyday business purposes-</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes-</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies (for products and services not offered by The Hanover)</b>	No	We don't share
<b>For our affiliates' everyday business purposes to provide coverage and services to you-</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes to provide coverage and services to you-</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## The Hanover Insurance Group Consumer Privacy Notice

<b>Questions?</b>	Call (toll-free) <a href="tel:1-800-446-8379">1-800-446-8379</a> or write to <a href="mailto:privacy@hanover.com">privacy @hanover.com</a>
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<b>Who we are</b>	
<b>Who is providing this notice</b>	This notice is being provided on behalf of the following Hanover Companies: The Hanover Insurance Group, Inc. - AIX Specialty Insurance Company - Allmerica Financial Alliance Insurance Company - Allmerica Financial Benefit Insurance Company - Allmerica Plus Insurance Agency, Inc. - Campmed Casualty & Indemnity Company, Inc. - Citizens Insurance Company of America - Citizens Insurance Company of Illinois - Citizens Insurance Company of the Midwest - Citizens Insurance Company of Ohio - Educators Insurance Agency, Inc. - Hanover Specialty Insurance Brokers, Inc. - The Hanover American Insurance Company - The Hanover Atlantic Insurance Company Ltd - The Hanover Casualty Company - The Hanover Insurance Company - The Hanover National Insurance Company - Massachusetts Bay Insurance Company - NOVA Casualty Company - Opus Investment Management, Inc. - Verlan Fire Insurance Company.

<b>What we do</b>	
<b>How does The Hanover protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state laws. These measures include computer and systems safeguards, secured files and buildings, firewall technology and the use of detection software. We have implemented processes and procedures to strengthen protection of our customer information. We limit access to your information to those employees who need access to do their job.
<b>How does The Hanover collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>■ Apply for insurance</li> <li>■ Pay insurance premiums or file insurance claims</li> <li>■ Provide account information</li> <li>■ Access our website</li> </ul> We also collect your personal information from third parties, such as consumer reporting agencies and various state department of motor vehicles or similar agencies.
<b>Why can't I limit all sharing?</b>	Federal and state laws give you the right to limit only: <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes- information about your credit worthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> State laws may give you additional rights to limit sharing. See below for more on your rights under state laws.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Where "limit the sharing" is available, your choices will apply to everyone on your account.

## The Hanover Insurance Group Consumer Privacy Notice

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> <li>▪ The Hanover affiliates are listed in this Consumer Privacy Notice.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial or nonfinancial companies. <ul style="list-style-type: none"> <li>▪ The Hanover does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>▪ The Hanover does not jointly market.</li> </ul>

<b>Other important information</b>
<p><b>California:</b> California residents can review our Privacy Policy for California Residents located at  <a href="https://www.hanover.com/legal-and-compliance/privacy-center/privacy-policy-california-residents">https://www.hanover.com/legal-and-compliance/privacy-center/privacy-policy-california-residents</a>.</p> <p><b>New York:</b> New York Insurance Law §2612 provides certain rights to victims of domestic violence, including privacy protections and protections from discrimination, each of which is described in the policy located at  <a href="https://www.hanover.com/legal-and-compliance/privacy-policy/notice-protections-victims-domestic-violence-under-ss2612-new">https://www.hanover.com/legal-and-compliance/privacy-policy/notice-protections-victims-domestic-violence-under-ss2612-new</a>.</p> <p>As mentioned above, The Hanover may share your personal information for our everyday business purposes - such as to process your transactions and claims, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.</p> <p>The term "Information" means information we collect during an insurance transaction or other interactions you may have with us. We may share your Information with nonaffiliates without your prior authorization as permitted or required by law: for example, we may share your Information with insurance regulatory authorities, law enforcement, and re-insurers and consumer reporting agencies, among other insurance support organizations. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.</p> <p>To request access to or deletion of your personal information, send a written letter to: The Hanover Insurance Group, Inc., c/o Chief Privacy Officer, 440 Lincoln Street N435, Worcester, MA 01653. Include your name, address, and your policy, contract, or account number, and describe the information you wish to access or delete. You may correct inaccurate personal information by visiting Hanover.com or calling your agent. We will respond to your request within the statutory timeline under your state statute. We can't change information other companies, like credit agencies, provide to us. You'll need to ask them to change it.</p>

**The Hanover Insurance Group**  
**Consumer Privacy Notice**

**Property Inspection for Valuation and Underwriting**

Your professional insurance agent is dedicated to working with you to help make sure that you have the appropriate amount of coverage for your property. From time to time, we may order an inspection of your property to assist with the determination of whether the coverage on your property is adequate. We may also order an inspection to assist us in our underwriting process. Our inspection process may involve discussions with your agent, a phone discussion with you, inspecting and taking pictures of your property by third party service provider, a computerized analysis using a set of cost factors including labor and construction materials in your region, or a combination of these or other measures to help determine whether you have the appropriate amount of coverage for your property. It is necessary that you cooperate with us when we make a property inspection request. It is important to understand that the market value of your property and the replacement cost may differ significantly for many reasons, including that construction costs may differ significantly from region to region. We utilize third party vendors to provide us with inflation trend information for your region. We will also periodically apply automatic inflation adjustments to your coverage amounts to keep pace with regional inflation trends. If you have questions about the amount of your coverage compared to the replacement cost of your property, you should contact your agent. Also, if you made changes to your property during the policy period, or have information which you feel we should be aware of, such as the installation of upgraded fixtures or other changes or additions to the property which may have bearing on its value, you should contact your agent or us directly to provide such information. Although the responsibility for making sure your property is properly insured to its value rests with you, our property inspection and coverage evaluation program has been designed to assist you and your agent with this evaluation and to assist us in our underwriting process. Please refer to your issued policy for the coverage you are afforded.



03

**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
WORKERS COMPENSATION RENEWAL INFORMATION PAGE  
RENEWAL OF WDY-A764674-08**

**CARRIER CODE NO. 10006**

Policy Number	Policy Period From To	Coverage is Provided in the	Agency Code
WDY-A764674-09	10/23/2024 10/23/2025	MASSACHUSETTS BAY INSURANCE COMPANY	4109020

**ITEM 1. Named Insured and Address**

TARPON COVE COMMUNITY ASSOC  
C/O KPG ACCOUNTING SVC INC  
3400 TAMIAMI TRAIL N. #302  
NAPLES FL 34103

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

PREFERRED CONCEPTS 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 - CORPORATION

ITEM 2. POLICY PERIOD- 10/23/24 TO 10/23/25 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.



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AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE  
RENEWAL OF WDY-A764674-08

CARRIER CODE NO. 10006

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POLICY  
PAGE 2

\*\* ADDITIONAL LOCATIONS \*\*

SCHEDULE  
PAGE 1

LOCATION NUMBER	ADDRESS
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001	702 TARPON COVE DR NAPLES, FL 34110
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**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE  
RENEWAL OF WDY-A764674-08**

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PO BOX 104  
SPRING HOUSE, PA 19477

**Federal ID No.**

POLICY \*\* SCHEDULE OF OPERATIONS \*\* SCHEDULE  
PAGE 3 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 OR LESSEE OR REAL ESTATE 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



**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE  
RENEWAL OF WDY-A764674-08**

03

**CARRIER CODE NO. 10006**

Policy Number WDY-A764674-09	Policy Period From 10/23/2024 To 10/23/2025	Coverage is Provided in the MASSACHUSETTS BAY INSURANCE COMPANY	Agency Code 4109020
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**ITEM 1. Named Insured and Address**

TARPON COVE COMMUNITY ASSOC  
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**Federal ID No.**

POLICY \*\* E N D O R S E M E N T / F O R M S C H E D U L E \*\* SCHEDULE  
PAGE 4 PAGE 1

STATE NUMBER EFFECTIVE DATE

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FL	*L295 0503	CHILD LABOR LAWS AND CONTRACTORS RESPONSIBILITY	10/23/24
FL	*000414A0119	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	10/23/24
FL	*090408A0719	FLORIDA INSUFFICIENT FUNDS ENDORSEMENT	10/23/24
FL	*090409 0724	FLORIDA PREMIUM DUE DATE ENDORSEMENT	10/23/24
FL	*090303 0805	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT	10/23/24
FL	*000404 0484	PENDING RATE CHANGE END.	10/23/24
FL	*000311A0891	VOLUNTARY COMP. & EMPL. LIAB. COV. END.	10/23/24
FL	*090407A0324	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDT	10/23/24
FL	*000000C0115	WORKERS COMP AND EMPLOYERS LIABILITY INS POLICY	10/23/24
FL	*33102620307	FL WC & EMPLOYERS LIABILITY POLICY JACKET	10/23/24
FL	*090403C0121	FL TRIPRA ENDORSEMENT	10/23/24
FL	*090607A0719	FL WC INS GUARANTY ASSOC SURCHARGE ENDT	10/23/24





03

AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE  
RENEWAL OF WDY-A764674-08

CARRIER CODE NO. 10006

Policy Number	From	Policy Period To	Coverage is Provided in the	Agency Code
WDY-A764674-09	10/23/2024	10/23/2025	MASSACHUSETTS BAY INSURANCE COMPANY	4109020

**ITEM 1. Named Insured and Address**

TARPON COVE COMMUNITY ASSOC  
C/O KPG ACCOUNTING SVC INC  
3400 TAMIAMI TRAIL N. #302  
NAPLES FL 34103

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

PREFERRED CONCEPTS LLC  
PO BOX 104  
SPRING HOUSE, PA 19477

**Federal ID No.**

POLICY \*\* E N D O R S E M E N T / F O R M S C H E D U L E \*\* SCHEDULE  
PAGE 5 PAGE 2

STATE NUMBER EFFECTIVE  
DATE

FL \*090609 0724 FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT 10/23/24



03

**AVENUES WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE  
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**MISCELLANEOUS INFORMATION**

CONTINUATION OF NAMED INSURED:

INC

# WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**PLEASE READ THE POLICY CAREFULLY.**

## QUICK REFERENCE

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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.

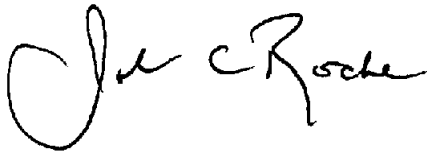
#### **E. Sole Representative**

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 \_\_\_\_\_

**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 Insured	Policy No.	Endorsement No. Premium
----------------------------------	------------	----------------------------

Insurance Company	Countersigned by _____
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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 09 04 09  
(Ed. 07-2024)**

**Florida Premium Due Date Endorsement**

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

Part Five - Premium, Section D. (Premium Payments) is replaced by the following provision:

**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 due date for audit and retrospective premiums is the due date specified in the billing 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  
Insured

Policy No.

Endorsement No.  
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-A764674-09	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)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 09 04 07 A**  
**(Ed. 03-2024)**

**Florida Non-Cooperation With Premium Audit Endorsement**

This endorsement applies 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 the final mail audit or refuse to cooperate in completing the final physical audit or final physical onsite audit, you must pay us a premium 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 final mail audit or complete the final physical audit or final physical onsite audit.
2. We document the audit file regarding the two good faith attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records or gain access to your premises or your worksites, we send a letter by certified mail to you advising you of the specific records that are required or the premises or worksites that must be accessed and the premium that will be charged if you continue to refuse access to the records, premises, and/or worksites.

If you do not provide all the specific records required and/or fail to permit access to your premises or worksites as applicable, 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 reopen 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 the specific records required and/or permit access to the premises or worksites as applicable 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.

If we cannot complete the audit because you do not permit us to make a physical inspection of your operation or provide us with the necessary records, you must pay us \$500 to defray the costs of the audit. The \$500 charge may be imposed only if we have incurred actual travel expenses and we notified you in writing of the potential charge when access was denied. Denial of access to records and your premises or worksites by your agent or representative is considered the same as a denial by you.

If you understate or conceal payroll, or misrepresent or conceal employee duties to avoid proper classification for premium calculations or misrepresent or conceal information pertinent to the calculation and application of an experience rating modification factor, then you, your agent or your attorney, must pay us a penalty charge of 10 times the difference in the amount of premium that you paid and the amount that you should have paid and reasonable attorney's fees. The penalty may be enforced in the Florida circuit courts.

At the end of each quarter, you must submit to us a copy of the quarterly earnings reports you filed with the Florida Department of Revenue and any self-audits supported by the quarterly earnings report. The report must include a sworn statement by an officer or principal of your company attesting to the accuracy of the information in it. If you have an employee who suffered a compensable injury and was not reported as having earned wages on your last quarterly earnings report, you must indemnify us for all workers compensation benefits paid to or on behalf of the employee unless you establish that the employee was hired after the filing of the quarterly report, in which case you and the employee must attest to fact that the employee was employed by you at the time of injury.

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 04 07 A**  
**(Ed. 03-2024)**

**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  
(Ed. 01-2021)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

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**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 \_\_\_\_\_

WC 09 04 03 C  
(Ed. 01-2021)

**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 \_\_\_\_\_

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 09 06 09  
(Ed. 07–2024)**

**Florida Cancellation and Nonrenewal Endorsement**

This endorsement applies because Florida is shown in Item 3.A. of the Information Page. Part Six-Conditions, Section D. of the policy is replaced by the following:

**D. Cancellation**

1. You may cancel this policy by giving a written request to us stating when the cancellation is to take effect. If you do not specify the cancellation effective date in your written request, the cancellation is effective on the date of your written request. We are not required to send notice of cancellation to you if you requested the cancellation in writing. Any retroactive assumption of coverage and liabilities under this policy may not exceed 21 days.
2. We may cancel this policy by giving the first-named insured written notice of cancellation, including in the written notice the reason or reasons for the cancellation.
  - a. We must give at least 10 days' written notice prior to the effective date of cancellation when the cancellation is for nonpayment of premium.
  - b. We must give at least 30 days' written notice prior to the effective date of cancellation when the policy has been in effect for 60 days or less and the policy is cancelled for reasons other than nonpayment of premium, except where there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements, then at least 45 days' written notice is required.
  - c. We must give at least 45 days' written notice prior to the effective date of cancellation when the policy has been in effect for 61 days or more. We may cancel the policy only when there is
    - (1) a material misstatement
    - (2) a nonpayment of premium
    - (3) a failure to comply with our underwriting requirements that we established within 60 days of the effective date of coverage
    - (4) a substantial change in the risk covered by the policy, or
    - (5) a cancellation for all insureds under such policies for a given class of insureds.
3. If we decide not to renew this policy, we must give the first-named insured written notice of nonrenewal at least 45 days prior to the expiration date of the policy. The written notice will state the reasons for the nonrenewal.
4. If we fail to provide written notice of cancellation or nonrenewal to the first-named insured within the required time frame, the coverage provided to the named insured under this policy will remain in effect until 45 days after the notice is given or until the effective date of replacement coverage obtained by the named insured, whichever occurs first. The premium for the coverage will remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, if the rate filing then in effect would have resulted in a premium reduction, the premium during such extension of coverage must be calculated based upon the later rate filing.
5. The policy period will end on the day and hour stated in the cancellation notice.
6. 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.

All other policy terms, conditions, and exclusions 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  
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Policy No.

Endorsement No.  
Premium

Insurance Company

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

WC 09 06 09 (Ed. 07-2024)

## **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.