Arizona Corporation Commission - RECEIVED: 12/18/2020 Arizona Corporation Commission - FILED: 12/18/2020

COMMISSIONERS

ROBERT "BOB" BURNS – Chairman BOYD DUNN SANDRA D. KENNEDY JUSTIN OLSON LEA MÁRQUEZ PETERSON



MATTHEW NEUBERT Executive Director

TANYA GIBSON Director Corporations Division

#### ARIZONA CORPORATION COMMISSION

Date: 12/18/2020

D.B. CHAMBERLIN & ASSOCIATES, L.L.C.

2712 N STREET PHOENIX AZ 85006 USA

Dear Sir or Madam:

Enclosed is a copy of the following document(s) that were served upon the Arizona Corporation Commission on 12/18/2020 as agent for: D.B. CHAMBERLIN & ASSOCIATES, L.L.C.

Case caption:

WESCO INSURANCE COMPANY VS. D.B CHAMBERLIN

& ASSOCIATES, LLC

Case Number:

CV2020-015352

Court:

MARICOPA COUNTY, SUPERIOR COURT

✓ Summons

Complaint

☐ Subpoena

☐ Subpoena Duces Tecum

Default Judgment

☐ Judgment

Writ Of Garnishment

☐ Motion for Summary Judgment

☐ Motion for

Other CERTIFICATE OF COMPULSORY

**ARBITRATION** 

STILL SELV,

Lynda B. Griffin Custodian of Records

Initials: DJ

File number: L08762375

COMMISSIONERS
ROBERT "BOB" BURNS – Chairman
BOYD DUNN
SANDRA D. KENNEDY
JUSTIN OLSON
LEA MÁRQUEZ PETERSON



MATTHEW NEUBERT Executive Director

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TANYA GIBSON
Director
Corporations Division

#### ARIZONA CORPORATION COMMISSION

#### **CERTIFICATE OF MAILING**

Date: 12/18/2020

Case caption:

Case Number:

ARBITRATION

Signature:

Court:

The undersigned person certifies the following facts:

On 12/18/2020, DEASHA JACKSON, an employee of the Arizona Corporation Commission ("ACC"), received on behalf of the ACC Service of the following documents upon the ACC as agent for D.B. CHAMBERLIN & ASSOCIATES, L.L.C.

WESCO INSURANCE COMPANY VS. D.B CHAMBERLIN

MARICOPA COUNTY, SUPERIOR COURT

12	Summons	5 D.4 . k I
		Default Judgment
~	Complaint	Judgment
$\Box$	Subpoena	☐ Writ Of Garnishment
	Subpoena Duces Tecum	
	Motion for Summary Judgment	
	Motion for	
V	Other CERTIFICATE OF COMPUT SORV	

& ASSOCIATES, LLC

CV2020-015352

On 12/18/2020, the undersigned person placed a copy of the above listed documents in the United States Mail, postage prepaid, addressed to the entity at its last known place of business address, as follows: 2712 N STREET, PHOENIX, AZ 85006

I declare and certify under penalty of perjury that the foregoing is true and correct.,

Printed name: DEASHA JACKSON

Date: 12/18/2020

A. Allegretti, Deputy 11/25/2020 9:50:21 AM Filing ID 12261818

Person/Attorney Filing: David J Adamski Mailing Address: 14435 N. 7th St. Suite 201 City, State, Zip Code: Phoenix, AZ 85022

Phone Number: (602)548-2408

E-Mail Address: notices@bethunelaw.com
[ ] Representing Self, Without an Attorney

(If Attorney) State Bar Number: 020334, Issuing State: AZ

## IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA

Wesco Insurance Company

Plaintiff(s),

Case No. CV2020-015352

v.

D.B Chamberlin & Associates, LLC

**SUMMONS** 

Defendant(s).

To: D.B Chamberlin & Associates, LLC

## WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE.

- 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons.
- 2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to <u>Clerk of the Superior Court, 201 W. Jefferson, Phoenix, Arizona 85003 or electronically file your Answer through one of Arizona's approved electronic filing systems at <a href="http://www.azcourts.gov/efilinginformation">http://www.azcourts.gov/efilinginformation</a>.
  Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons.</u>

Note: If you do not file electronically you will not have electronic access to the documents in this case.

3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If this Summons and the other court papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS from the date of service, not counting the day of service.

Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding.

GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of MARICOPA

SIGNED AND SEALED this Date: November 25, 2020

JEFF FINE Clerk of Superior Court

By: ANGELA ALLEGRETTI

Deputy Clerk



Requests for an interpreter for persons with limited English proficiency must be made to the division assigned to the case by the party needing the interpreter and/or translator or his/her counsel at least ten (10) judicial days in advance of a scheduled court proceeding.

If you would like legal advice from a lawyer, contact Lawyer Referral Service at 602-257-4434 or <a href="https://maricopabar.org">https://maricopabar.org</a>. Sponsored by the Maricopa County Bar Association.

11/25/2020 9:50:21 AM Filing ID 12261815

1 David J Adamski, Esq. (020334) BETHUNE & ASSOCIATES 14435 North 7th Street, Ste. 201 Phoenix, Arizona 85022 3 (602) 548-2408 notices@bethunelaw.com 4 Attorneys for Plaintiff 5 6 IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA 7 IN AND FOR THE COUNTY OF MARICOPA 8 WESCO INSURANCE COMPANY, NO. CV2020-015352 Plaintiff, 9 **COMPLAINT** 10 vs. D.B CHAMBERLIN & ASSOCIATES, COMMERCIAL COURT 11 LLC, an Arizona Limited Liability ASSIGNMENT REQUESTED Company, 12 Defendant. 13 14 NOW COMES the Plaintiff, WESCO INSURANCE COMPANY, by and through 15 their undersigned counsel and allege as follows: 16 17 1. Plaintiff, WESCO INSURANCE COMPANY, is authorized and is doing business in the County of Maricopa, State of Arizona. 18 19 2. Plaintiff is engaged in the business of providing workers' compensation and employers' limited liability insurance, as a qualified authorized insurer in the State of 20

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Arizona.

- 3. Plaintiff is informed and believe, and upon such information and belief, allege that Defendant, D.B. CHAMBERLIN & ASSOCIATES, LLC, an Arizona Limited Liability Company, is existing and doing business in the State of Arizona.
- 4. Plaintiff is informed and believes, and upon such information and belief, alleges that the indebtedness sued upon herein was incurred and became due and payable in the Judicial territory of this Court or alternately, the above-entitled Court is the proper Court and has jurisdiction over the within causes of action.

## COUNT ONE (Breach of Contract)

- 5. Plaintiff incorporates by reference, all of the allegations of Paragraphs 1 through4 of this Complaint into this cause of action.
- 6. On or about October 24, 2017, Plaintiff issued a workers' compensation and employers limited liability insurance policy no. WWC3310498 ("0498" Policy") for the benefit of Defendant as effective from October 24, 2017 through October 24, 2018. A copy of said 0498 Policy is attached hereto as Exhibit "A" and is hereinafter incorporated by reference.
- 7. Plaintiff is authorized under the 0498 Policy to examine and audit all records that relate to the 0498 Policy premium.
- 8. The 0498 Policy further obligates the Defendant to pay the difference between the estimated and actual premiums after the audit and final premium determined by Plaintiff for the 0498 Policy effective period.

4 of this Complaint into this cause of action.

16. On or about October 24, 2018, Plaintiff issued a workers' compensation and
employers limited liability insurance policy no. WWC3382411 ("2411 Policy") for the
benefit of Defendant as effective from October 24, 2018 through October 24, 2019. A
copy of said 2411 Policy is attached hereto as Exhibit "C" and is hereinafter incorporated
by reference.

- 17. Plaintiff is authorized under the 2411 Policy to examine and audit all records that relate to the 2411 Policy premium.
- 18. The 2411 Policy further obligates the Defendant to pay the difference between the estimated and actual premiums after the audit and final premium determined by Plaintiff for the 2411 Policy effective period.
- 19. In accordance with the terms of the 2411 Policy, Plaintiff audited the 2411 Policy for purposes of determining the final and actual premiums owing for the 2411 Policy.
- 20. After applying all credits due to the Defendant, Plaintiff determined that the Defendant owes the Plaintiff the total principal balance of Two Hundred Seventy-Four Thousand Eight Hundred Eleven and 00/100 Dollars (\$274,811.00), for final and actual additional premium on the 2411 Policy. A copy of the final audit is attached hereto as Exhibit "D" and is hereinafter incorporated by reference.
- 21. Plaintiff has performed all conditions, covenants, promises and obligations required by Plaintiff on its part to be performed in accordance with the terms and conditions of said 2411 Policy.
  - 22. Defendant has partially performed under the 2411 Policy.

1	6. For continuing costs, attorneys' fees, and interest from the date of Judgment until
2	fully paid; and
3	7. For such other relief as the Court deems just and proper in the premises.
4	<b>DATED</b> this 25 <sup>th</sup> day of November, 2020.
5	BETHUNE & ASSOCIATES
6	/g/ David I Adamski
7	/s/ David J Adamski David J Adamski, Esq. Attorney for Plaintiff
8	Attorney for Flaintiff
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# **EXHIBIT "A"**

### **WESCO INSURANCE COMPANY**

874 Walker Rd, Suite C Dover, DE 19904

# WORKERS' COMPENSATION and EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Stephen Unger, Secretary

Jeff Leo, President

To obtain information, please contact your agent or Wesco Insurance Company at 877-528-7878. You may also write Wesco Insurance Company Consumer Relations at:

800 Superior Ave E., 21st Cleveland, OH 44114

#### IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call UBI's toll-free telephone number for information or to make a complaint at:

1-800-926-1887

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104 Austin, Texas 78714-9104

FAX # (512) 475-1771

Web: http://www.tdi.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of that attached document.

#### **AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

#### Puede communicarse con su Agent.

Usted puede llamar al numero de telefono gratis de UBI's para informacion o para someter una queja al:

1-800-926-1887

Puede comunicarse con el Departmento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir ai Departamento de Seguros de Texas

P.O. Box 149104 Austin, Texas 78714-9104

FAX # (512) 475-1771

Web: http://www.tdi.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

#### **DISPUTAS SOBRE PRIMAS OF RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicase con el departmento (TDI).

#### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Dear Policyholder,

In an effort to provide AmTrust customers with a variety of billing options, the below fee structure will be applied to your new policy.

This fee structure helps customers to meet payment due dates, ensures that valid and properly funded payments are submitted, and provides an incentive for paid-in-full options.

#### Our fee structure is as follows:

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A "paper" billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An "electronic" billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

<sup>\*</sup>Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department



An AmTrust Financial Company

#### Provide 24/7 Toll-Free Claim Reporting

For ALL States

Phone: (866) 272-9267

Fax: (775) 908-3724 or (877) 669-9140

Email: Amtrustclaims@grm-inc.com

#### Information Required for All Claims reported.

- 1. Name of the insured and policy number
- 2. Date, Time & Place of Accident
- 3. Description of accident or incident
- 4. Name, phone and/or e-mail of person making the report

#### Additional Information Required for Specific Claim Types

- A. For Workers' Compensation
  - 1. MUST have the injured employee's social security number as it is required by law
  - 2. Description of injury
- B. For Property Claims
  - 1. Physical address of the loss
  - 2. If more than one building on property must have specific building(s) involved
  - 3. Type of loss, i.e., Fire, Theft, etc.
  - 4. Description of loss or damage
- C. For Motor Vehicle (Auto) Claims
  - 1. Name, address and contact information of ALL parties involved.
  - 2. Make, model and VIN of the insured vehicle
  - 3. Make, model of all other vehicles involved
  - 4. Current location of all vehicles
  - 5. Name and contact information for each driver and all passengers
  - 6. Name and contact information any known witnesses
- D. For General Liability Claims
  - 1. Physical address of where the loss occurred
  - 2. Name, address and contact information for all persons claiming injury or damage
  - 3. Name and contact information any known witnesses



#### Proporcionar informes de reclamo gratuito 24/7

Para todos los Estados

Teléfono: (866) 272-9267

Fax: (775) 908-3724 o (877) 669-9140

Correo electrónico: Amtrustclaims@qrm-inc.com En línea: <a href="mailto:www.amtrustgroup.com">www.amtrustgroup.com</a> (deben registrarse)

#### Información necesaria para todos los reclamos registrados.

- 1. Nombre de la cantidad asegurada y la política
- 2. Fecha, hora y lugar del accidente
- 3. Descripción del accidente o incidente
- 4. Nombre, teléfono y/o correo electrónico de la persona que hace el informe

#### Información adicional requerida para los tipos de demanda específica

- A. Para la compensación
  - 1. <u>Debe tener número de seguro social del empleado lesionado como es requerido por la</u> lev
  - 2. Descripción de la lesión
- B. Para reclamos de propiedad
  - 1. Dirección física de la pérdida
  - 2. Si más de un edificio en propiedad debe tener edificios específicos involucrados
  - 3. Tipo de pérdida, es decir, incendio, robo, etc.
  - 4. Descripción de la pérdida o daño
- C. Para reclamaciones de vehículos de Motor (Auto)
  - 1. Nombre, dirección e información de contacto de todas las partes involucradas.
  - 2. Marca, modelo y VIN del vehículo asegurado
  - 3. Marca, modelo de todos los otros vehículos involucrados
  - 4. Ubicación actual de todos los vehículos
  - 5. Nombre y datos de contacto para cada conductor y todos los pasaieros
  - 6. Nombre y datos de contacto de cualquier testigo conocido
- D. Para las demandas de responsabilidad General
  - 1. Dirección física de donde se produjo la pérdida
  - 2. Nombre, dirección e información de contacto para todas las personas que lesiones o daños
  - 3. Nombre y datos de contacto de cualquier testigo conocido



#### Frequently Asked Questions

- Where's my claims kit? There are 2 ways to access claims kits online:
  - o Direct Link: <a href="www.talispoint.com/amtrust/external">www.talispoint.com/amtrust/external</a>
  - o From our website: www.amtrustgroup.com
    - Click Small Business Insurance
    - Click Claims
    - Click National Provider Directory
    - Click State Rules/Kits
    - Choose corresponding State
    - Open Claims Kit via .pdf link
- I have an injured worker, how do I find a doctor? We will provide the Panel of
  Physicians for the required 4 states (CO, GA, PA & TN). All other states can access the
  directory online.
  - Direct Link: www.talispoint.com/amtrust/external
  - From our website: www.amtrustgroup.com
    - o Click Small Business Insurance
    - Click Claims
    - For all states (except CA) click National Provider Directory
    - For CA click California MPN (specific to CA)
    - Specific laws for directing medical treatment for each state is listed on the State Rules Tab
    - o Search for physicians by Name, Address or Regional Searches.
- Where's my posting notices? Most posting notices are inside the claims kits found
  online. There are some states that have specific criteria and we will provide the posting
  notices that meet the criteria for those states.
- I have a question about my claims kit or physician access, who do I contact? You may contact Client Services, 888-239-3909 x 298313.
- I have a question about a claim or injured worker, who do I contact? Please contact our Customer Service to direct you to the appropriate person, 888-239-3909.

#### A Stock Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 01 B 1 of 5 INFORMATION PAGE

		UNIOLIO	2.01			IN ONWAL	ONFAGE
	Ncci	Code: 261	35				
1.	Insu				Policy Number:	WWC331049	8
		D B Char 2712 N 7	mberlin & Assocciates LLC				
			AZ 85006		Individual	Partners	hin
	Othe		es not shown above:		Corporation	X LLC	,iiip
		See Exter	nsion of Information Page		Federal Tax ID:	860955130	
	Proc	lucer:			Risk Id:	800933130	
		8686 N. (	e Insurance, LLC Central ave Suite 202 AZ 85020		Renewal of:	New	
2.	The	policy perio	od is from 10/24/2017 to 10/24/	2018 12:01 a.m. at the insured's	mailing address.		
3.	A.	Workers the states	Compensation Insurance: Part 6 listed here: Arizona, Texas	One of the policy applies to the	Workers Compens	sation Law of	
	B.	The limit	rs Liability Insurance: Part Two s of our liability under Part Two	o are:			
		State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury	by Disease	
			\$1,000,000 each accident	\$1,000,000 policy limit	\$1,000,000 ea	ch employee	
	C.		ates Insurance: Part Three of the				
	ъ		except ND, OH, WA, WY and				
	D.		cy includes these endorsements				
4.	The Plan	s. All infor	or this policy will be determined mation required below is subject asion of Information Page	I by our Manuals of Rules, Clas t to verification and change by	sifications, Rates audit.	and Rating	
			ESTIMATED ANNUAL PRE	MIUM			47,601
		STATE A	ASSESSMENT				0
			ESTIMATED COST				47,601
			Premium				514
		Deposit P		C			4,761
		issue Date	e: 10/26/2017	Countersigned by:			

Insured: D B Chamberlin & Assocciates LLC

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 01 B 2 of 5

INFORMATION PAGE

Policy Number: WWC3310498

EXTENSION OF INFORMATION PAGE FOR ITEM #1 ITEM 1: NAMED INSURED and WORKPLACES

NAMED INSURED: WORKPLACES:

D B Chamberlin & Assocciates LLC

Location Number 1. 2712 N 7Th St Phoenix, AZ 85006 Fein: 860955130 Location Number 2. 9950 Town Park Road Houston, TX 77036

3 of 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: D B Chamberlin & Assocciates LLC

Policy Number: WWC3310498

## EXTENSION OF INFORMATION PAGE FOR ITEM #3.D ITEM 3.D: ENDORSEMENT SCHEDULE

State	Form Number	Description
	WC00000A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC990001B	DECLARATIONS PAGE
	WC000308	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406A	PREMIUM DISCOUNT ENDORSEMENT
	WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000421D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
	WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000425	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
AZ	WC020401A	ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT
AZ	WC020601A	ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT
	WC420101	TEXAS NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TRIPRA
TX	WC420113	TEXAS TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
TX	WC420301I	TEXAS AMENDATORY ENDORSEMENT
TX	WC420422	TEXAS TERRORISM PREMIUM ENDORSEMENT

4 of 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: D B Chamberlin & Assocciates LLC

Policy Number: WWC3310498

#### EXTENSION OF INFORMATION PAGE FOR ITEM #4 ITEM 4: SCHEDULE OF PREMIUMS

Classifications	# of Emps	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Arizona Buildings—Operation by Owner, Lessee or Real Estate Management Firm: Professional Employees, Property Managers and Leasing					
Agents & Clerical, Sales	38	9012	3,500,000	0.72	25,200
Apartment House Operations - All Employees	15	9032	1,500,000		48,150
Manual Premium			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		73,350
Total Manual Premium Premium for Increased Limits Part Two: 1.1%					73,350
(1000/1000/1000)		9812			807
Total Premium Subject To Experience Modifica	ition				74,157
Experience Modification 64%					47,460
Drug Free Workplace Credit		9841			-2,373
Premium Discount 7.3%		0063			-3,291
Terrorism		9740			500
Catastrophe (other than Terrorism)		9741			500
Expense Constant		0900			0
Total AZ Premium					42,796
Total AZ Cost					42,796

Texas					
Salespersons, Collectors or Messengers -					
Outside	2	8742	300,000	0.36	1,080
Apartment House Operation	4	9032	105,000	6.21	6,521
Manual Premium					7,601
Total Manual Premium					7,601
Premium for Increased Limits Part Two: 1.4%	6				
(1000/1000/1000)		9812			106
Total Premium Subject To Experience Modifi	cation				7,707
Experience Modification 64%					4,932
Premium Discount 8.6%		0063			-424
Terrorism Risk Insurance Act		9740			97
Catastrophe		9741			0
Expense Constant		0900			200
Total TX Premium					4,805
Total TX Cost					4,805
TOTAL ESTIMATED ANNUAL PREMIUM					47,601
STATE ASSESSMENT					0
TOTAL COST					47,601

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

#### **GENERAL SECTION**

#### A. The Policy

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

#### B. Who is Insured

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

#### C. Workers Compensation Law

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

#### D. State

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

#### E. Locations

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

### PART ONE WORKERS COMPENSATION INSURANCE

#### A. How This Insurance Applies

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

- Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment.
   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:

- reasonable expenses incurred at our request, but not loss of earnings;
- premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
- litigation costs taxed against you;
- 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;
- you knowingly employ an employee in violation of law;
- you fail to comply with a health or safety law or regulation; or
- 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.

- As between an injured worker and us, we have notice of the injury when you have notice.
- 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.
- 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;
- special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 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.

- The bodily injury must arise out of and in the course of the injured employee's employment by you.
- The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
- 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.
- 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:

 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
- 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
- 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:

- Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- Punitive or exemplary damages because of bodily injury to an employee employed in violation of law:
- 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;
- Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law.
- Bodily injury intentionally caused or aggravated by you;
- 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;
- Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

- 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:

- Reasonable expenses incurred at our request, but not loss of earnings;
- 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:
- 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.

- 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.
- 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.

#### Actions Against Us

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

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

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

## PART THREE OTHER STATES INSURANCE

#### A. How This Insurance Applies

- This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- 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.
- 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.
- 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.

- Provide for immediate medical and other services required by the workers compensation law.
- 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.
- Cooperate with us and assist us, as we may request, in the investigation, settlement or defense
  of any claim, proceeding or suit.
- Do nothing after an injury occurs that would interfere with our right to recover from others.
- 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:

- 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:

- 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.
- 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 cancelation table and procedure. Final premium will not be less than the minimum premium.

#### F. Records

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

#### G. Audit

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

### PART SIX CONDITIONS

#### A. Inspection

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

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

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

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

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

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

#### D. Cancelation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation 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.
- The policy period will end on the day and hour stated in the cancelation notice.
- Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

#### E. Sole Representative

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

Insured: D B Chamberlin & Assocciates LLC

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

VVC 99 UU U I B 5 of 5

**INFORMATION PAGE** 

Policy Number: WWC3310498

#### **PAYMENT SCHEDULE**

Statement Closing Date	Payment Due Date	Description	Amount Due
	11/4/2017	Downpayment	\$4,761.00
	12/24/2017	Installment 1 of 9	\$4,760.00
	1/24/2018	Installment 2 of 9	\$4,760.00
	2/24/2018	Installment 3 of 9	\$4,760.00
	3/24/2018	Installment 4 of 9	\$4,760.00
	4/24/2018	Installment 5 of 9	\$4,760.00
	5/24/2018	Installment 6 of 9	\$4,760.00
	6/24/2018	Installment 7 of 9	\$4,760.00
	7/24/2018	Installment 8 of 9	\$4,760.00
	8/24/2018	Installment 9 of 9	\$4,760.00
			Total Cost \$47 601 00

Total Cost \$47,601.00

(Ed. 4-84)

#### PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

	Schedule	
Partners	Officers	Others
		Dave Chamberlin

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

**Endorsement Effective** 

10/24/2017

Policy No. WWC3310498

Endorsement No.

Insured

D B Chamberlin & Assocciates LLC

Premium \$

\$47,601

Insurance Company

Wesco Insurance Company

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC UU U4 U4 (Ed. 04-48)

#### 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

ΑZ

TX

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** 

10/24/2017

Policy No.

WWC3310498

Endorsement No. 0

Insured

D B Chamberlin & Assocciates LLC

Premium \$ 47601

Insurance Company

Wesco Insurance Company

\*\*\* UU U4 UU A (Ed. 07-95)

12.3%

12.4%

#### PREMIUM DISCOUNT ENDORSEMENT

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

#### **Schedule**

1. State		Estimated Elig	ible Premium	
	First	Next	Next	
	\$10,000	\$190,000	\$1,550,000	Balance

9.1%

9.5%

11.3%

11.9%

0%

0%

- 2. Average percentage discount: 8.0 %
- 3. Other policies:

Arizona

Texas

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

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** 

10/24/2017

Policy No.

WWC3310498

Endorsement No. 0

Insured Insurance Company D B Chamberlin & Assocciates LLC

Wesco Insurance Company

Premium \$ 47601

#### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stat
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**Endorsement Effective** 

10/24/2017

Policy No. WWC3310498

Endorsement No.

Insured

D B Chamberlin & Assocciates LLC

Premium \$

\$47,601

Insurance Company

Wesco Insurance Company

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

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

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

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

	Schedule	
State	Rate	Premium
AZ	0.01	\$500.00

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

10/24/2017

Policy No. WWC3310498

Endorsement No.

Insurance Company

D B Chamberlin & Assocciates LLC Wesco Insurance Company

Premium \$ 47601

Countersigned by \_

WC 00 04 21 D (Ed. 01-15)

(Ea. 1-15)

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

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

#### **Definitions**

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

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

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

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

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

#### Limitation of Liability

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

#### **Policyholder Disclosure Notice**

- Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

#### WC 00 04 22 B

#### WORKERS COMPENSATION AND EMPLOYERS LIABILI

(Ed. 1-15)

- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule State Rate Premium ΑZ 0.010 \$500.00

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

10/24/2017

Policy No.

WWC3310498

Endorsement No. 0

Insurance Company

D B Chamberlin & Assocciates LLC Wesco Insurance Company

Premium \$ 47601

Countersigned by

WC 00 04 22 B (Ed. 01-15)

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 25

(Ed. 5-17)

#### **EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

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

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

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

Endorsement Effective Insured	10/24/2017 D B Chamberlin & Assocc	Policy No. WWC3310498	Endorsement No. Premium	\$47.601	
	Vesco Insurance Company			,,	
		Countersigned by			

WC 00 04 25 (Ed. 5-17)

#### ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT

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

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

You may qualify for a 5% premium credit if you have established and maintain a qualifying alcohol- and drug-free workplace program in accordance with Title 23, Chapter 2, Article 14 of Arizona Statutes.

We will determine your eligibility for this premium credit after total premium has been paid for the policy period and may be revised at the time your final premium audit is processed.

The determination that you have a qualifying program must be made each year that you receive the premium credit. To implement a premium credit program, the following guidelines must be established:

- 1. Insurers offering the premium credit program may apply a 5% premium credit to qualifying employers.
- 2. To receive the premium credit, you must:
  - a. File an alcohol- and drug-free workplace program with the Industrial Commission prior to or within 30 days after the beginning of the policy period of each year, and provide a written statement to the insurer certifying that the business has implemented a program meeting the requirements of Title 23, Chapter 2, Article 14.
  - Provide information to the insurer, as required, to confirm that a qualifying program has been established and is being maintained.
  - c. Comply with the alcohol and drug testing policy requirements in accordance with Title 23, Chapter 2, Article 14.
  - d. Conduct alcohol and drug testing of prospective employees.
  - e. Conduct alcohol and drug testing of an employee after the employee has been injured.
  - f. Allow us to have access to the alcohol and drug testing results under d. and e. above.
- Your certification and any other information relied upon by the insurer in granting the premium credit must be kept in the insurer's underwriting files and made available to the Department of Insurance upon request.
- 4. The premium credit may be applied after total premium has been paid for the policy period and may be revised at final audit to the employer's policy. The credit is applicable as a supplement to deviated rates and is applied in a multiplicative manner, after the application of the experience modification, and before the application of premium discounts.
- 5. You must reimburse the premium credit if it is determined that you were not in compliance with the provisions of the program.
- 6. Minimum premium policies are eligible for this premium credit.
- 7. Residual market employers are eligible to apply for this premium credit.

This endorsement c	nanges the policy to whic	h it is attache	d and is effective on the d	ate issued unless oth	nerwise stated.
Endorsement Effective	10/24/2017	Policy No.	WWC3310498	Endorsement No.	
Insured	D B Chamberlin & Asso	occiates LLC		Premium \$	\$47,601
Insurance Company	Wesco Insurance Comp	oany			
	Co	ountersigned b	ру		

(Ed. 9-15)

#### ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

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

#### D. Cancellation and Nonrenewal

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 2. If you cancel or fail to renew this policy, we must promptly notify the Industrial Commission of Arizona.
- 3. We may cancel this policy if you fail to pay premium when due, or when one or both of the parties to a professional employer agreement terminate the agreement.
- 4. If we cancel or nonrenew this policy, we must mail or deliver to you and the Industrial Commission of Arizona at least 30 days' notice of the cancellation or nonrenewal. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. If we nonrenew this policy and fail to give you notice of nonrenewal, coverage will not extend beyond the policy period.
- 5. The policy period will end on the day and hour stated in the cancellation or nonrenewal notice.

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

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

Endorsement Effective 10/24/2017 Policy No. WWC3310498 Endorsement No. Premium: \$47,601

Insurance Company Wesco Insurance Company

Countersigned by

WC 02 06 01 A (Ed. 9-15)

(Ed. 1-14)

### TEXAS NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

This endorsement is being sent to you with respect to your workers compensation and employers liability insurance policy.

The Terrorism Risk Insurance Act of 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA, in whole or in part, TRIPRA is scheduled to expire December 31, 2014.

Since the timetable for any further Congressional action respecting TRIPRA is unknown at this time, and exposure to acts of terrorism remains, we are providing our policyholders with relevant information concerning their workers compensation policies in effect on or after January 1, 2014 in the event of TRIPRA's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism or war, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage your policy provides for terrorism or war losses may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

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 10/24/2017

Policy No.

WWC3310498

Endorsement No. 0

Insurance Company

D B Chamberlin & Assocciates LLC

Premium \$ 47601

Wesco Insurance Company

Countersigned by

Ed. (1-08)

#### TEXAS TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

#### **Definitions**

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

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

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

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

#### Limitation of Liability

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

#### **Policyholder Disclosure Notice**

- Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charged for the coverage for Insured Losses under this policy is included in the amounts shown in Item 4 of the Information Page or in the Schedule in the Texas Terrorism Premium Endorsement (WC 42 04 22), attached to this policy.

#### TEXAS AMENDATORY ENDORSEMENT

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

#### **GENERAL SECTION**

B. Who Is Insured is amended to read:

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

D. State is amended to read:

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

#### PART ONE—WORKERS COMPENSATION INSURANCE

E. Other Insurance is amended by adding this sentence:

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

F. Payments You Must Make

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

H. Statutory Provisions

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

#### PART TWO-EMPLOYERS LIABILITY INSURANCE

#### C. Exclusions

Sections 2 and 3 are amended to add:

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

Section 6 is amended to read:

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

#### D. We Will Defend

This Section is amended by deleting the last sentence.

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

Number 6 of this part is amended to read:

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

#### PART FIVE—PREMIUM

A. Our Manuals is amended by adding this sentence:

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

#### C. Remuneration

Number 2 is amended to read:

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

#### E. Final Premium

Number 2 is amended to read:

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

(Ea. /-1/)

#### PART SIX—CONDITIONS

#### A. Inspection is amended by adding this sentence:

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

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

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

#### D. Cancelation is amended to read:

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

Add the following to the policy:

#### PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

#### A. Claims Notification

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

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

#### COMPLAINT NOTICE:

(Ea. /-1/)

#### THE DISPUTE RESOLUTION PROCESS

#### THIS DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

Proceed as follows if you have a dispute about your policy related to:

- Rates.
- The application or interpretation of rules contained in the various National Council on Compensation Insurance, Inc. (NCCI) manuals (including, but not limited to, classification codes and experience rating),
- Rating programs,
- · Endorsements, or
- Forms.

First, contact the carrier that issued the policy and attempt to resolve the dispute directly. If the dispute is not directly resolved with the carrier, then contact NCCI, to ask for assistance through the dispute resolution process described in NCCI's **Basic Manual**. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and have paid undisputed premium that may be due to the carrier.

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

NCCI will first work with you and the carrier to try to resolve the dispute. If you are unable to resolve the dispute to your satisfaction with NCCI's help, then you may ask NCCI to refer the dispute to the Texas Appeals Board (Board). NCCI is the Administrator to the Texas Appeals Board, and a staff member from TDI, appointed by the Commissioner, serves as the chair of the Board.

Within 30 calendar days of the date that the Appeals Board issues a decision, the policyholder may appeal the decision to the Texas Department of Insurance. To appeal a decision of the Appeals Board, contact the Texas Department of Insurance, Office of the Chief Clerk, Mail Code 113-2A, P.O. Box 149104, Austin, TX 78714-9104; or by fax to 512-490-1064; or by email to chiefclerk@tdi.texas.gov.

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

#### CLAIM COMPLAINT:

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers' Compensation, System Monitoring and Oversight, 7551 Metro Center Drive, Suite 100, MS-8, Austin, TX 78742; or by fax to 512-490-1030; or by e-mail to DWC-ComplaintResolution@tdi.texas.gov.

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

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

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

Endorsement Effective Insured 10/24/2017 Policy No. WWC3310498 Endorsement No. Premium \$47,601

Insurance Company Wesco Insurance Company Countersigned by \_\_\_\_\_\_

WC 42 03 01 I (Ed. 7-17)

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#### TEXAS TERRORISM PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium for losses that may occur in the event of an act of terrorism.

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

For purposes of this endorsement, an "act of foreign terrorism" is defined as:

- a. Any act that is violent or dangerous to human life, property or infrastructure; and
- b. 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.

The premium charge for the coverage your policy provides for workers compensation losses caused by an act of terrorism is shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate per \$100 of payroll	
TX	0.024	

TO BE POSTED BY EMPLOYER

POLICY NUMBER WWC3310498

#### NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

All employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to employees by insuring the payment of

such compensation with:

**Wesco Insurance Company** 

All employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that the blanks and forms for such notice are available to all employees at the office of this employer.

PARA SER COLOCADO POR EL PATRON

NUMERO DE POLIZA WWC3310498

#### AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

A todo los empleados se les notifica por este medio que este patron ha cumplido con las provisiones de la Ley de Compensacion para los Trabajadores de Arizona (Titulo 23, Capitulo 6, Estatutos Enmendados de Arizona) tal como han sido enmendados, y con todas las regias y ordenanzas de La Comision Industrial de Arizona hechas en cumplimiento de esta, y ha asegurado el pago de compensacion a los empleados garantizando el pago de dicha compensacion por medio

de: **Wesco Insurance Company** 

Ademas, a todos los empleados se les notifica por este medio que en caso de que especificamente ellos no rechazen las disposiciones de dicha ley obligatoria, se les considerara bajo las leyes de Arizona de haber aceptdado las provisiones de dicha ley y de haber escogido aceptar la compensacion bajo estos terminos; tambien bajo estos terminos los empleados tienen el derecho de rechazar la misma por medio de una notificacion por escrito antes de que sufran alguna lesion, todos los formularios o formas en blanco para tal notificacion por escrito estaran disponibles para todos los empleados en la oficina de este patron.

> KEEP POSTED IN A CONSPICUOUS PLACE. COLOQUESE EN LUGAR VISIBLE.

# NOTICE TO EMPLOYEES CONCERNING **WORKERS' COMPENSATION IN TEXAS**

coverage from Wesco Insurance Company to protect you in the event of work-related injury or COVERAGE: D B Chamberlin & Assocciates LLC has workers' compensation insurance illness. This coverage is effective from 10/24/2017.

coverage information, in writing, when you are hired or whenever the employer becomes, or ceases Company. An employee or person acting on the employee's behalf must notify the employer of an injury or illness not later than the 30th day after the date on which the injury occurs or the date the employee knew or should have known of an illness, unless the Commission determines that good cause existed for failure to provide timely notice. Your employer is required to provide you with Any injuries or illnesses which occur on or after that date will be handled by Wesco Insurance to be, covered by workers' compensation insurance. EMPLOYEE ASSISTANCE: The Commission provides free information about how to file a workers' compensation claim. Commission staff will explain your rights and responsibilities under the Workers' Compensation Act and assist in resolving disputes about a claim. You can obtain this assistance by contacting your local Commission field office or by calling 1-800-252-7031

Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the reporting unsafe conditions in the workplace that may violate occupational health and safety laws. SAFETY HOTLINE: The Commission has established a 24-hour toll-free telephone number for Division of Workers' Health and Safety at 1-800-452-9595.

Notice 6 (Rev. 07/00

# AVISO SOBRE COMPENSACION PARA TRABAJADORES EN TEJAS

COBERTURA: D B Chamberlin & Assocciates LLC tiene aseguranza para compensar al trabajador relacionada con su trabajo. Esta aseguranza está vigente desde 10/24/2017. Cualquier lesión o enfermedad que ocurra en o a partir de esa fecha sera manejada por la Wesco Insurance con Wesco Insurance Company para protegerlo en el caso de una lesión o enfermedad Company.

enfermedad antes de treinta (30) días después de que ocurra la lesión o dentro de treinta (30) días escrito, cuando lo contrate para trabajar y asi mismo debe de informarle cuando obtenga o deje de de la fecha en que el empleado se entero o debería estar enterado de la enfermedad, salvo que la tiempo señalado. Su patrón está obligado a proporcionarle información sobre la aseguranza, por El trabajador o la persona que lo representa debe notificar al patrón cuando ocurra una lesión o Comisión determine que existía un buen motivo para no haber notificado al patrón dentro del tener seguro de compensación para el trabajador.

someter un reclamo de compensación para el trabaj ador. El personal de la Comisión le explicará cuales son sus derechos y responsabilidades bajo la Ley de Compensación para el Trabajador y obtener esta ayuda comunícandose con la oficina local de la Comisión o llamando al número 1-ASISTENCIA AL EMPLEADO: La Comisión le proporcionará información gratuita sobre como le asistirá para resolver cualquier controversia qu e surja al hacer su reclamo. Usted puede

La Comisión ha **LINEA PARA REPORTAR CONDICIONES INSEGURAS:** 

establecido una línea telefónica gratuita las 24 ho ras del día, para reportar condiciones inseguras prohíbe que los patrones suspendan, despidan o descriminen al empleado o empleada porque él en el lugar de trabajo que pudiera violar las leyes ocupacionales de salud y seguridad. La ley Comuníquese con la Sección de Salud y Seguridad Laboral al número 1-800-452-9595. o ella, de buena fe, reporta una alegada violación ocupacional de salud o seguridad

Notice 6s (Rev. 07/00)

# **EXHIBIT "B"**

Wesco Insurance Company 800 Superior Avenue East, 21st Floor Cleveland, OH 44114

#### **Policy Change Endorsement**

D B Chamberlin & Assocciates LLC 2712 N 7th Street Phoenix, AZ 85006 Corporate Insurance, LLC 8686 N. Central ave Suite 202 Phoenix, AZ. 85020

Enclosed is a Final Premium Audit Endorsement for Policy Number: WWC3310498

All Final Premium Audit Endorsements are mailed directly to the policyholder with a copy to the Agent indicated above.

If additional premium is due on the Policy, an invoice is enclosed here. Your prompt payment of the balance due is appreciated.

If a refund of premium is due on the policy, the return premium may be applied in full or in partial to any previously audited policies that have a balance due. Any remaining return premium will be refunded by check in the mail within 30-45 days.

For questions regarding this Final Premium Audit, please contact our Customer Service Department at 877-528-7878.

2/8/2019





An AmTrust Financial Company

#### Policy WWC3310498 Endorsement 1

#### **FINAL PREMIUM AUDIT**

It is hereby understood and agreed that this endorsement, effective 12:01 a.m. 10/24/2017 forms a part of

Policy:

WWC3310498

Issued to:

D B Chamberlin & Assocciates LLC

**Policy Dates:** 

10/24/2017 to 10/24/2018

**Description:** 

Final Premium Audit - Completed

State of Arizona - Premium for Period 1:				-	
Classification	# Emps	Code	Payroll	Rate	Premium
Clerical Office Employees NOC	0	8810	1,034,824	0.20	2,070
Buildings—Operation by Owner, Lessee or Rea Estate Management Firm: Professional Employees, Property Managers and Leasing	ıl				
Agents & Clerical, Sales	38	9012	0	0.72	0
Apartment House Operations - All Employees	15	9032	5,629,421	3.21	180,704
Manual Premium					182,774
					,
Total Manual Premium					182,774
Premium for Increased Limits Part Two: 1.1% (1000/1000/1000)		9812			2,011
Total Premium Subject To Experience Modification					184,785
Experience Modification 64%					118,262
Drug Free Workplace Credit		9846			-5,913
Premium Discount 8.3%		0063			
					-9,325
Terrorism 1%		9740			666
Catastrophe (other than Terrorism) 1%		9741			666
Expense Constant		0900			0
Total AZ Premium					104,356
Total AZ Cost					104,356

State of Texas - Premium for Period 1: Classification	10/24/2017 to # Emps	10/24/2018 Code	Payroll	Rate	Premium
Salespersons, Collectors or Messengers - Outside	0	0740	005 705	0.00	057
Apartment House Operation	2 4	8742 9032	265,785 101,172	0.36 6.21	957 6,283
Manual Premium	7	9032	101,172	0.21	7,240
Total Manual Premium					7,240
Premium for Increased Limits Part Two: 1.4% (1000/1000/1000)		9812			101
Total Premium Subject To Experience Modification					7,341
Experience Modification 64%					4,698
Premium Discount 9.4%		0063			-442
Terrorism 2.4%		9740			88
Catastrophe (other than Terrorism) 0%		9741			0
Expense Constant		0900			200
Total TX Premium					4,544
Total TX Cost					4,544
Policy Cost					108,900
Minimum Premium		\$51	4		
Premium Paid to Date					47,601
Total Additional/(Return) Due					61,299.00
The return premium above may be applied balance due. Any remaining return premiu	in full or in par m will be refun	tial to any pr ided by checl	k in the mail w	ted policies rithin 30-45	days.

WWC3310498

**Authorized Representative** 

If you have questions, please contact: Wesco Insurance Company, 877-528-7878 P.O. Box 31330, Cleveland OH 44131-0480

CC:

Printed: 2/8/2019

Corporate Insurance, LLC 8686 N. Central ave Suite 202 Phoenix, AZ 85020

AS

#### Workers compensation and

**Employers' Liability Insurance Policy PREMIUM NOTICE - FINAL PREMIUM** AUDIT

#### **Wesco Insurance Company An AmTrust Financial Company**

D B Chamberlin & Assocciates LLC Att: Dave Chamberlin 2712 N 7th Street Phoenix AZ 85006

Policy Number:	WWC3310498
Invoice Date:	2/8/2019
Balance Due:	61,299.00
Invoice Due Date:	Upon Receipt

Total Policy Cost:	108,900.00
Total Billed to Date:	108,900.00
Total Paid to Date:	47,601.00
Balance Due:	61,299.00

**Payment Options:** 

Online Go to our website at www. amtrustfinancial.com to register your policy for one time online

payments by credit card or electronic check.

To pay by Mastercard® or Visa® over the phone, please call 877-528-7878. Partial **Credit Card** 

payment will not be accepted.

To pay by electronic check directly from your checking or savings account over the phone E-Check

for a single payment, please call 877-528-7878

Please make your check payable to AmTrust North America, Inc. and include your policy Check

number on your check.

Certified and overnight mail should be sent to: **Important Numbers:** 

AmTrust North America, Inc. Customer Service 877-528-7878

800 Superior Avenue East, 21st Floor 866-272-9267 Claim Reporting

Cleveland, OH 44114 Broker of Record (602) 309-0793

To ensure accurate and prompt processing, please include this voucher with your payment. We are unable to process changes noted on the invoice voucher. Please contact your broker if you believe corrections to your policy are required.

Installment Due Date:	Upon Receipt
Balance Due:	61,299.00
Amount Paid:	

Remit Payment to:

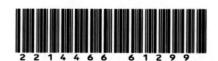
AmTrust North America, Inc. P.O. Box 6939 Cleveland, OH 44101-1939

**RST** 

For Company Use Only Policy Number: WWC3310498

Effective Date: 10/24/2017 Agent ID: 99440

Corporate Insurance, LLC Agency:



# **EXHIBIT "C"**

#### **WESCO INSURANCE COMPANY**

874 Walker Rd, Suite C Dover, DE 19904

# WORKERS' COMPENSATION and EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Stephen Ungar, Secretary

Jeff Leo, President

To obtain information, please contact your agent or Wesco Insurance Company at 877-528-7878. You may also write Wesco Insurance Company Consumer Relations at:

800 Superior Avenue East, 21st Floor Cleveland, OH 44114

#### IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your Agent.

You may call UBI's toll-free telephone number for information or to make a complaint at:

1-800-926-1887

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104 Austin, Texas 78714-9104

FAX # (512) 475-1771

Web: http://www.tdi.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of that attached document.

#### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su Agent.

Usted puede llamar al numero de telefono gratis de UBI's para informacion o para someter una queja al:

1-800-926-1887

Puede comunicarse con el Departmento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir ai Departamento de Seguros de Texas

P.O. Box 149104

Austin, Texas 78714-9104

FAX # (512) 475-1771

Web: http://www.tdi.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

#### **DISPUTAS SOBRE PRIMAS OF RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicase con el departmento (TDI).

#### UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



October 17, 2018

Dear Policyholder,

In an effort to continue to provide AmTrust customers with a variety of billing options, we have updated our fee structure to help customers meet payment due dates, ensure that valid and properly funded payments are submitted, and provide an incentive for paid-in-full options.

#### Our updated fee structure is as follows:

Fee Title	Fee Amount	Description
Returned Payment Fee	\$25	A returned payment fee applied to any returned payment.
Late Fee	\$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	\$15	A "paper" billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	\$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	\$3	An "electronic" billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

<sup>\*</sup>Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention to this fee structure change. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department



An AmTrust Financial Company

#### Provide 24/7 Toll-Free Claim Reporting

#### For ALL States

Phone: (866) 272-9267

Fax: (775) 908-3724 or (877) 669-9140

Email: Amtrustclaims@qrm-inc.com

Online: www.amtrustfinancial.com (Must Register)

#### Information Required for All Claims reported.

- 1. Name of the insured and policy number
- 2. Date, Time & Place of Accident
- 3. Description of accident or incident
- 4. Name, phone and/or e-mail of person making the report

#### Additional Information Required for Specific Claim Types

- A. For Workers' Compensation
  - 1. MUST have the injured employee's social security number as it is required by law
  - 2. Description of injury
- B. For Property Claims
  - 1. Physical address of the loss
  - 2. If more than one building on property must have specific building(s) involved
  - 3. Type of loss, i.e., Fire, Theft, etc.
  - 4. Description of loss or damage
- C. For Motor Vehicle (Auto) Claims
  - 1. Name, address and contact information of <u>ALL</u> parties involved.
  - 2. Make, model and VIN of the insured vehicle
  - 3. Make, model of all other vehicles involved
  - 4. Current location of all vehicles
  - 5. Name and contact information for each driver and all passengers
  - 6. Name and contact information any known witnesses
- D. For General Liability Claims
  - Physical address of where the loss occurred
  - 2. Name, address and contact information for all persons claiming injury or damage
  - 3. Name and contact information any known witnesses



An AmTrust Financial Company

#### Reporte De Reclamo Gratuito 24/7

Para todos los Estados - Demanda Informes Sólo Teléfono: (866) 272-9267 Fax: (775) 908-3724 o (877) 669-9140

Correo electrónico: Amtrustclaims@qrm-inc.com En línea: www.amtrustfinancial.com (deben registrarse)

#### Información necesaria para todos los reclamos registrados.

- 1. Nombre de la cantidad asegurada y la política
- 2. Fecha, hora y lugar del accidente
- 3. Descripción del accidente o incidente
- 4. Nombre, teléfono y/o correo electrónico de la persona que hace el informe

#### Información adicional requerida para los tipos de demanda específica

- A. Para la compensación
  - 1. <u>Debe tener número de seguro social del empleado lesionado como es requerido por la ley</u>
  - 2. Descripción de la lesión
- B. Para reclamos de propiedad
  - 1. Dirección física de la pérdida
  - 2. Si más de un edificio en propiedad debe tener edificios específicos involucrados
  - 3. Tipo de pérdida, es decir, incendio, robo, etc.
  - 4. Descripción de la pérdida o daño
- C. Para reclamaciones de vehículos de Motor (Auto)
  - 1. Nombre, dirección e información de contacto de todas las partes involucradas.
  - 2. Marca, modelo y VIN del vehículo asegurado
  - 3. Marca, modelo de todos los otros vehículos involucrados
  - 4. Ubicación actual de todos los vehículos
  - 5. Nombre y datos de contacto para cada conductor y todos los pasajeros
  - 6. Nombre y datos de contacto de cualquier testigo conocido
- D. Para las demandas de responsabilidad General
  - 1. Dirección física de donde se produjo la pérdida
  - 2. Nombre, dirección e información de contacto para todas las personas que lesiones o daños
  - 3. Nombre y datos de contacto de cualquier testigo conocido

PARA PREGUNTAS GENERALES DE RECLAMACIÓN, LLAME AL 888-239-3909



#### Frequently Asked Questions

- Where's my claims kit? There are 2 ways to access claims kits online:
  - o Direct Link: www.talispoint.com/amtrust/external
    - From our website: www.amtrustfinancial.com
    - Click Small Business Owners
    - Click Claims
    - Click Directory Links
    - Click National Provider Directory
    - Click State Rules/Kits
    - Choose corresponding State
    - · Open Claims Kit via .pdf link
- I have an injured worker, how do I find a doctor? We will provide the Panel of Physicians for the required 4 states (CO, GA, PA & TN). All other states can access the directory online.
  - Direct Link: www.talispoint.com/amtrust/external
  - From our website: www.amtrustfinancial.com
    - o Click Small Business Owners
    - Click Claims
    - Click Directory Links
    - For all states (except CA) click National Provider Directory
    - o For CA click California MPN (specific to CA)
    - Specific laws for directing medical treatment for each state is listed on the State Rules Tab
    - Search for physicians by Name, Address or Regional Searches.
- Where's my posting notices? All states claim kits are available online, including
  applicable postings. There are 11 states we will mail additional notices, we cannot place
  online, to the main address on the policy. The 11 states are: CO, CT, FL, GA, ID, MD, ME,
  NC, NY, PA and TN.
- I have a question about my claims kit or physician access, who do I contact? You may contact Client Services, 678-238-8313, lisa.johnson@amtrustgroup.com
- I have a question about a claim or injured worker, who do I contact? Please contact our Customer Service to direct you to the appropriate person, 888-239-3909.

#### **Wesco Insurance Company**

#### A Stock Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 00 01 B

INFORMATION PAGE

	Ncci	Code: 26135		4.			
1.	Insu	red:	1	Policy Number:	WWC3382411		
		D B Chamberlin & Assocciates LLC					
		2712 N 7th Street		T. 12. 1 1. 1	D		
	Odla	Phoenix, AZ 85006	-	Individual	Partnership		
	Oth	er workplaces not shown above:	-	Corporation	X LLC		
	D	See Extension of Information Page	I	Federal Tax ID:	860955130		
	Proc		I	Risk Id:			
		Corporate Insurance, LLC 8686 N. Central ave Suite 202	I	Renewal of:	WWC3310498		
		Phoenix, AZ 85020					
2.	The	policy period is from 10/24/2018 to 10/2	4/2019 12:01 a.m. at the insured's	mailing address.			
3.	A.	Workers Compensation Insurance: Par the states listed here: Arizona, Texas	t One of the policy applies to the	Workers Compen	sation Law of		
	В.	B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.					
		The limits of our liability under Part To					
		State Bodily Injury by Accident	Bodily Injury by Disease	<b>Bodily Injury</b>	by Disease		
		\$1,000,000 each accident	\$1,000,000 policy limit	\$1,000,000 ea	ich employee		
	C.	C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:					
		All states except ND, OH, WA, WY ar	nd State(s) Designated in Item 3A.				
	D.	This policy includes these endorsemen	ts and schedules: See Extension of	f Information Pag	ge		
4.	The Plan	premium for this policy will be determin s. All information required below is subj	ed by our Manuals of Rules, Class ect to verification and change by a	sifications, Rates audit.	and Rating		
		See Extension of Information Page					
		TOTAL ESTIMATED ANNUAL PR	REMIUM		76,728		
		STATE ASSESSMENT			0		
		TOTAL ESTIMATED COST			76,728		
		Minimum Premium			429		
		Deposit Premium Issue Date: 10/17/2018	Countainsianad hau		7,680		
		Issue Date: 10/1//2018	Countersigned by:	uthorized Repres			
			A	umorized Kepres	entative		

Pursuant to Texas Labor Code §411.066, Wesco Insurance Company is required to notify its policyholders that accident prevention services are available from Wesco Insurance Company at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Wesco Insurance Company is also required to provide return-to-work coordination services as required by Texas Labor Code §413.021 and to notify you of the availability of the return-to-work reimbursement program for employers under Texas Labor Code §413.022. If you would like more information, contact Wesco Insurance Company at 888-486-7466 and lcinfo@amtrustgroup.com for return-to-work coordination services. For information about these requirements call the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) at 1-800-687-7080 or for information about the return-to-work reimbursement program for employers call the TDI-DWC at (512) 804-5000. If Wesco Insurance Company fails to respond to your request for accident prevention services or return-to-work coordination services, you may file a complaint with the TDI-DWC in writing at http://www.tdi.texas.gov or by mail to Texas Department of Insurance, Division of Workers' Compensation, MS-8, at 7551 Metro Center Drive, Austin, Texas 78744-1645;

#### **Wesco Insurance Company**

VVC 33 00 01 D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**INFORMATION PAGE** 

Insured: D B Chamberlin & Assocciates LLC

Policy Number: WWC3382411

EXTENSION OF INFORMATION PAGE FOR ITEM #1 ITEM 1: NAMED INSURED and WORKPLACES

NAMED INSURED: WORKPLACES:

D B Chamberlin & Assocciates LLC

Location Number 1. 2712 N 7Th St Phoenix, AZ 85006

Fein: 860955130

Location Number 2. 9950 Town Park Road Houston, TX 77036

VVC 33 00 01 D

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**INFORMATION PAGE** 

Insured: D B Chamberlin & Assocciates LLC

Policy Number: WWC3382411

# EXTENSION OF INFORMATION PAGE FOR ITEM #3.D ITEM 3.D: ENDORSEMENT SCHEDULE

State	Form Number	Description
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC990001B	DECLARATIONS PAGE
	WC000308	PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406	PREMIUM DISCOUNT ENDORSEMENT
	WC000406A	PREMIUM DISCOUNT ENDORSEMENT
	WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000421D	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
	WC000422B	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
	WC000424	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
	WC000425	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
AZ	WC020401A	ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT
ΑZ	WC020601A	ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT
	WC420101	TEXAS NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TRIPRA
TX	WC420301I	TEXAS AMENDATORY ENDORSEMENT

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**INFORMATION PAGE** 

Insured: D B Chamberlin & Assocciates LLC

Policy Number: WWC3382411

#### EXTENSION OF INFORMATION PAGE FOR ITEM #4 ITEM 4: SCHEDULE OF PREMIUMS

Classifications	# of Emps	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Arizona Buildings—Operation by Owner, Lessee or					
Real Estate Management Firm: Professional					
Employees, Property Managers and Leasing Agents & Clerical, Sales	0	9012	4,000,000	0.78	31,200
Apartment House Operations - All Employees	Ö	9032	2,000,000		53,600
Manual Premium			_,,		84,800
Total Manual Premium					84,800
Premium for Increased Limits Part Two: 1.1%					
(1000/1000/1000)		9812			933
Total Premium Subject To Experience Modifica	ition				85,733
Experience Modification 90%		0044			77,160
Drug Free Workplace Credit		9841			-3,858
Premium Discount 8%		0063			-5,864
Expense Constant Terrorism 1%		0900 9740			0
Catastrophe (other than Terrorism) 1%		9740 9741			600
Total AZ Premium		3/41			600
Total AZ Cost					68,638 68,638

TOTAL COST					76,728
STATE ASSESSMENT					0
TOTAL ESTIMATED ANNUAL PREMIUM					76,728
Total TX Cost					8,090
Total TX Premium					8,090
Terrorism 1.5%		9740			76
Expense Constant		0900			180
Premium Discount 8.9%		0063			-765
Experience Modification 90%	Jalion				8,599
(1000/1000/1000) Total Premium Subject To Experience Modific	ration	9812			132 9,555
Premium for Increased Limits Part Two: 1.4%	)	0012			
Total Manual Premium					9,423
Manual Premium					9,423
Apartment House Operation	0	9032	150,000	5.49	8,235
Salespersons, Collectors or Messengers - Outside	0	8742	360,000	0.33	1,188
Texas					

#### **Wesco Insurance Company**

VVC 99 00 01 D

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**INFORMATION PAGE** 

#### Insured: D B Chamberlin & Assocciates LLC

Policy Number: WWC3382411

#### **PAYMENT SCHEDULE**

Statement Closing Date	Payment Due Date	Description	Amount Due
	10/31/2018	Downpayment	\$7,680.00
	12/24/2018	Installment 1 of 9	\$7.672.00
	1/24/2019	Installment 2 of 9	\$7,672.00
	2/24/2019	Installment 3 of 9	\$7,672.00
	3/24/2019	Installment 4 of 9	\$7,672.00
	4/24/2019	Installment 5 of 9	\$7,672.00
	5/24/2019	Installment 6 of 9	\$7,672.00
	6/24/2019	Installment 7 of 9	\$7,672.00
	7/24/2019	Installment 8 of 9	\$7,672.00
	8/24/2019	Installment 9 of 9	\$7,672.00
			Total Cost \$76,728.00

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

#### **GENERAL SECTION**

#### A. The Policy

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

#### B. Who is Insured

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

#### C. Workers Compensation Law

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

#### D. State

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

#### E. Locations

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

### PART ONE WORKERS COMPENSATION INSURANCE

#### A. How This Insurance Applies

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

- Bodily injury by accident must occur during the policy period.
- Bodily injury by disease must be caused or aggravated by the conditions of your employment.
   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:

- reasonable expenses incurred at our request, but not loss of earnings;
- premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
- litigation costs taxed against you:
- 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;
- you knowingly employ an employee in violation of law;
- you fail to comply with a health or safety law or regulation; or
- 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.

- As between an injured worker and us, we have notice of the injury when you have notice.
- 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.
- 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.
- 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;
- special taxes, payments into security or other special funds, and assessments payable by us under that law.
- 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.

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

 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
- 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
- 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:

- Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner:
- Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
- 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;
- Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- Bodily injury intentionally caused or aggravated by you:
- 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;
- Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions:
- 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

- 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:

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

- 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.

 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.

#### Actions Against Us

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

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

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

# PART THREE OTHER STATES INSURANCE

#### A. How This Insurance Applies

- This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- 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.
- 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.
- 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.

- Provide for immediate medical and other services required by the workers compensation law.
- 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
- Cooperate with us and assist us, as we may request, in the investigation, settlement or defense
  of any claim, proceeding or suit.
- Do nothing after an injury occurs that would interfere with our right to recover from others.
- 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:

- 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:

- 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.
- 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 cancelation table and procedure. Final premium will not be less than the minimum premium.

#### F. Records

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

#### G. Audit

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

# PART SIX CONDITIONS

#### A. Inspection

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

#### B. Long Term Policy

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

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

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

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

#### D. Cancelation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation 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.
- The policy period will end on the day and hour stated in the cancelation notice.
- Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

#### E. Sole Representative

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

(Ed. 4-84)

#### PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule					
Partners	Officers	Others			
		Dave Chamberlin			

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

Endorsement Effective 10/24/2018

Policy No. WWC3382411

Endorsement No.

Insured

D B Chamberlin & Assocciates LLC

Premium \$

\$76,728

Insurance Company

Wesco Insurance Company

Countersigned by \_

		-		-		
(E	d.	04	-1	84	I)	

#### 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

ΑZ

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** 

10/24/2018

Policy No.

WWC3382411

Endorsement No. 0

Insured

D B Chamberlin & Assocciates LLC

Premium \$ 76728

Insurance Company

Wesco Insurance Company

Countersigned by

(Ed. 8-84)

#### PREMIUM DISCOUNT ENDORSEMENT

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

Schedule

Estimated Elimible December

i. State		Estimated Eligible Premium			
	First	Next	Next		
\$5,000	\$95,000	\$400,000	Balance		
Texas	0.0%	10.9%	12.6%	14.4%	

- 2. Average Percentage Discount: 8.9%
- 3. Other policies:

4 Ctata

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

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** 

10/24/2018

Policy No.

WWC3382411

Endorsement No.

Insured Insurance Company D B Chamberlin & Assocciates LLC Wesco Insurance Company

Premium \$ 76728

Countersigned by

(Ed. 07-95)

#### PREMIUM DISCOUNT ENDORSEMENT

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

#### **Schedule**

1. State

#### **Estimated Eligible Premium**

	First \$10,000	Next \$190,000	Next \$1,550,000	Balance
Arizona	0.0%	10.9%	12.6%	14.4%
Texas	0.0%	10.9%	12.6%	14.4%

- 2. Average percentage discount: 8.5 %
- 3. Other policies:
- 4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

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** 

10/24/2018

Policy No.

WWC3382411

Endorsement No. 0 Premium \$ 76728

Insurance Company

D B Chamberlin & Assocciates LLC

Wesco Insurance Company

Countersigned by

Insured

#### NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

This endorsement changes to	the policy to which it	t is attached and is effective on	the date issued unless otherwise stated.
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**Endorsement Effective** 10/24/2018 Policy No. WWC3382411 Endorsement No. Insured

D B Chamberlin & Assocciates LLC Premium \$ \$76,728

Insurance Company Wesco Insurance Company

Countersigned by

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

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

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

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

	Schedule	
State	Rate	Premium
AZ	0.01	\$600.00

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 Insurance Company

10/24/2018 D B Chamberlin & Assocciates LLC

Policy No.

WWC3382411

Endorsement No. Premium \$ 76728

Wesco Insurance Company

Countersigned by \_

WC 00 04 21 D (Ed. 01-15)

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(Ed. 1-15)

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

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

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

#### **Definitions**

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

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

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

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

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

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

#### Limitation of Liability

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

#### **Policyholder Disclosure Notice**

- Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

#### WC 00 04 22 B

#### WORKERS COMPENSATION AND EMPLOYERS LIABILI

(Ed. 1-15)

- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
AZ	0.010	\$600.00
TX	0.015	\$76.00

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** 

10/24/2018

Policy No.

WWC3382411

Endorsement No.

Insurance Company

D B Chamberlin & Assocciates LLC Wesco Insurance Company

Premium \$ 76728

Countersigned by

WC 00 04 22 B (Ed. 01-15)

(Ed. 1-17)

#### AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

#### Note:

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

#### **Schedule**

States(s)	Estimated Annual Premium Amount	Maximum Audit Noncompliance Charge Multiplier
AZ	\$67,438	2X

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

10/24/2018 D B Chamberlin & Assocciates LLC

Policy No.

WWC3382411

Endorsement No. Premium \$ 76728

Insurance Company

Wesco Insurance Company

Countersigned by

#### WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 25

(Ed. 5-17)

#### EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

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

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

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.)

<b>Endorsement Effectiv</b>	e 10/24/2018	Policy No. WWC3382411	<ol> <li>Endorsement No.</li> </ol>	
Insured	D B Chamberlin & Assocc		Premium	\$76,728
Insurance Company	Wesco Insurance Company			
		Countersigned by		

WC 00 04 25 (Ed. 5-17)

#### ARIZONA ALCOHOL- AND DRUG-FREE WORKPLACE PREMIUM CREDIT ENDORSEMENT

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

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

You may qualify for a 5% premium credit if you have established and maintain a qualifying alcohol- and drug-free workplace program in accordance with Title 23, Chapter 2, Article 14 of Arizona Statutes.

We will determine your eligibility for this premium credit after total premium has been paid for the policy period and may be revised at the time your final premium audit is processed.

The determination that you have a qualifying program must be made each year that you receive the premium credit. To implement a premium credit program, the following guidelines must be established:

- 1. Insurers offering the premium credit program may apply a 5% premium credit to qualifying employers.
- 2. To receive the premium credit, you must:
  - a. File an alcohol- and drug-free workplace program with the Industrial Commission prior to or within 30 days after the beginning of the policy period of each year, and provide a written statement to the insurer certifying that the business has implemented a program meeting the requirements of Title 23, Chapter 2, Article 14.
  - Provide information to the insurer, as required, to confirm that a qualifying program has been established and is being maintained.
  - c. Comply with the alcohol and drug testing policy requirements in accordance with Title 23, Chapter 2, Article 14.
  - d. Conduct alcohol and drug testing of prospective employees.
  - e. Conduct alcohol and drug testing of an employee after the employee has been injured.
  - f. Allow us to have access to the alcohol and drug testing results under d. and e. above.
- 3. Your certification and any other information relied upon by the insurer in granting the premium credit must be kept in the insurer's underwriting files and made available to the Department of Insurance upon request.
- 4. The premium credit may be applied after total premium has been paid for the policy period and may be revised at final audit to the employer's policy. The credit is applicable as a supplement to deviated rates and is applied in a multiplicative manner, after the application of the experience modification, and before the application of premium discounts.
- 5. You must reimburse the premium credit if it is determined that you were not in compliance with the provisions of the program.
- 6. Minimum premium policies are eligible for this premium credit.
- 7. Residual market employers are eligible to apply for this premium credit.

This endorsement ch	anges the policy to which	n it is attached	d and is effective on the da	ite issued unless oth	erwise stated.
Endorsement Effective	10/24/2018	Policy No.	WWC3382411	Endorsement No.	
Insured	D B Chamberlin & Associ	cciates LLC		Premium \$	\$76,728
Insurance Company	Wesco Insurance Comp	any			
	Cor	untersigned b	y		

(Ed. 9-15)

#### ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

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

#### D. Cancellation and Nonrenewal

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
- 2. If you cancel or fail to renew this policy, we must promptly notify the Industrial Commission of Arizona.
- We may cancel this policy if you fail to pay premium when due, or when one or both of the parties to a professional employer agreement terminate the agreement.
- 4. If we cancel or nonrenew this policy, we must mail or deliver to you and the Industrial Commission of Arizona at least 30 days' notice of the cancellation or nonrenewal. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. If we nonrenew this policy and fail to give you notice of nonrenewal, coverage will not extend beyond the policy period.
- 5. The policy period will end on the day and hour stated in the cancellation or nonrenewal notice.

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

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

Endorsement Effective 10/24/2018 Policy No. WWC3382411 Endorsement No. Premium: \$76,728

Insurance Company Wesco Insurance Company

Countersigned by

WC 02 06 01 A (Ed. 9-15)

(Ed. 1-14)

#### TEXAS NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007

This endorsement is being sent to you with respect to your workers compensation and employers liability insurance policy.

The Terrorism Risk Insurance Act of 2002 (TRIA) as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA, in whole or in part, TRIPRA is scheduled to expire December 31, 2014.

Since the timetable for any further Congressional action respecting TRIPRA is unknown at this time, and exposure to acts of terrorism remains, we are providing our policyholders with relevant information concerning their workers compensation policies in effect on or after January 1, 2014 in the event of TRIPRA's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism or war, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms. definitions, exclusions, and conditions in your policy.

The premium charge for the coverage your policy provides for terrorism or war losses may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2014 in the event of TRIPRA's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

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.

WWC3382411

Endorsement No. Premium \$ 76728

Insurance Company

D B Chamberlin & Assocciates LLC Wesco Insurance Company

Countersigned by

(⊏u. /-1/)

#### **TEXAS AMENDATORY ENDORSEMENT**

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

#### **GENERAL SECTION**

#### B. Who Is Insured is amended to read:

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

#### D. State is amended to read:

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

#### PART ONE—WORKERS COMPENSATION INSURANCE

#### E. Other Insurance is amended by adding this sentence:

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

#### F. Payments You Must Make

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

#### H. Statutory Provisions

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

#### PART TWO-EMPLOYERS LIABILITY INSURANCE

#### C. Exclusions

Sections 2 and 3 are amended to add:

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

Section 6 is amended to read:

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

#### D. We Will Defend

This Section is amended by deleting the last sentence.

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

Number 6 of this part is amended to read:

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

#### PART FIVE—PREMIUM

#### A. Our Manuals is amended by adding this sentence:

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

#### C. Remuneration

Number 2 is amended to read:

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

#### E. Final Premium

Number 2 is amended to read:

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

(⊏u. /-1/)

#### PART SIX—CONDITIONS

A. Inspection is amended by adding this sentence:

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

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

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

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

Add the following to the policy:

#### PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

#### A. Claims Notification

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

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

#### COMPLAINT NOTICE:

(Ea. /-1/)

#### THE DISPUTE RESOLUTION PROCESS

#### THIS DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

Proceed as follows if you have a dispute about your policy related to:

- Rates.
- The application or interpretation of rules contained in the various National Council on Compensation Insurance, Inc. (NCCI) manuals (including, but not limited to, classification codes and experience rating),
- · Rating programs,
- Endorsements, or
- Forms.

First, contact the carrier that issued the policy and attempt to resolve the dispute directly. If the dispute is not directly resolved with the carrier, then contact NCCI, to ask for assistance through the dispute resolution process described in NCCI's **Basic Manual**. You may obtain dispute resolution services only after you have made a reasonable attempt to first resolve the dispute directly with the carrier and have paid undisputed premium that may be due to the carrier.

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

NCCI will first work with you and the carrier to try to resolve the dispute. If you are unable to resolve the dispute to your satisfaction with NCCI's help, then you may ask NCCI to refer the dispute to the Texas Appeals Board (Board). NCCI is the Administrator to the Texas Appeals Board, and a staff member from TDI, appointed by the Commissioner, serves as the chair of the Board.

Within 30 calendar days of the date that the Appeals Board issues a decision, the policyholder may appeal the decision to the Texas Department of Insurance. To appeal a decision of the Appeals Board, contact the Texas Department of Insurance, Office of the Chief Clerk, Mail Code 113-2A, P.O. Box 149104, Austin, TX 78714-9104; or by fax to 512-490-1064; or by email to chiefclerk@tdi.texas.gov.

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

#### **CLAIM COMPLAINT:**

If there is a workers compensation claim complaint involving one of your employees, then contact the Texas Department of Insurance—Division of Workers' Compensation, System Monitoring and Oversight, 7551 Metro Center Drive, Suite 100, MS-8, Austin, TX 78742; or by fax to 512-490-1030; or by e-mail to DWC-ComplaintResolution@tdi.texas.gov.

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

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

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

Endorsement Effective Insured 10/24/2018 Policy No. WWC3382411 Endorsement No. D B Chamberlin & Assocciates LL Premium \$76,728

Wesco Insurance Company Countersigned by\_\_\_\_\_\_\_\_

WC 42 03 01 I (Ed. 7-17) TO BE POSTED BY EMPLOYER

POLICY NUMBER WWC3382411

#### NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

All employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to employees by insuring the payment of

such compensation with:

**Wesco Insurance Company** 

All employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that the blanks and forms for such notice are available to all employees at the office of this employer.

PARA SER COLOCADO POR EL PATRON

NUMERO DE POLIZA WWC3382411

#### AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

A todo los empleados se les notifica por este medio que este patron ha cumplido con las provisiones de la Ley de Compensacion para los Trabajadores de Arizona (Titulo 23, Capitulo 6, Estatutos Enmendados de Arizona) tal como han sido enmendados, y con todas las regias y ordenanzas de La Comision Industrial de Arizona hechas en cumplimiento de esta, y ha asegurado el pago de compensacion a los empleados garantizando el pago de dicha compensacion por medio

de: Wesco Insurance Company

Ademas, a todos los empleados se les notifica por este medio que en caso de que especificamente ellos no rechazen las disposiciones de dicha ley obligatoria, se les considerara bajo las leyes de Arizona de haber aceptdado las provisiones de dicha ley y de haber escogido aceptar la compensacion bajo estos terminos; tambien bajo estos terminos los empleados tienen el derecho de rechazar la misma por medio de una notificacion por escrito antes de que sufran alguna lesion, todos los formularios o formas en blanco para tal notificación por escrito estaran disponibles para todos los empleados en la oficina de este patron.

> KEEP POSTED IN A CONSPICUOUS PLACE. COLOQUESE EN LUGAR VISIBLE.

#### 20121809155118

# NOTICE TO EMPLOYEES CONCERNING **WORKERS' COMPENSATION IN TEXAS**

coverage from Wesco Insurance Company to protect you in the event of work-related injury or COVERAGE: D B Chamberlin & Assocciates LLC has workers' compensation insurance illness. This coverage is effective from 10/24/2018.

coverage information, in writing, when you are hired or whenever the employer becomes, or ceases Company. An employee or person acting on the employee's behalf must notify the employer of an injury or illness not later than the 30th day after the date on which the injury occurs or the date the employee knew or should have known of an illness, unless the Commission determines that good cause existed for failure to provide timely notice. Your employer is required to provide you with Any injuries or illnesses which occur on or after that date will be handled by Wesco Insurance to be, covered by workers' compensation insurance. EMPLOYEE ASSISTANCE: The Commission provides free information about how to file a workers' compensation claim. Commission staff will explain your rights and responsibilities under the Workers' Compensation Act and assist in resolving disputes about a claim. You can obtain this assistance contacting your local Commission field office or by calling 1-800-252-7031.

Employers are prohibited by law from suspending, terminating, or discriminating against any employee because he or she in good faith reports an alleged occupational health or safety violation. Contact the reporting unsafe conditions in the workplace that may violate occupational health and safety laws. SAFETY HOTLINE: The Commission has established a 24-hour toll-free telephone number for Division of Workers' Health and Safety at 1-800-452-9595

Notice 6 (Rev. 07/00)

## AVISO SOBRE COMPENSACION PARA TRABAJADORES EN TEJAS

COBERTURA: D B Chamberlin & Assocciates LLC tiene aseguranza para compensar al trabajador relacionada con su trabajo. Esta aseguranza está vigente desde 10/24/2018. Cualquier lesión o enfermedad que ocurra en o a partir de esa fecha sera manejada por la Wesco Insurance con Wesco Insurance Company para protegerlo en el caso de una lesión o enfermedad

enfermedad antes de treinta (30) días después de que ocurra la lesión o dentro de treinta (30) días escrito, cuando lo contrate para trabajar y asi mismo debe de informarle cuando obtenga o deje de de la fecha en que el empleado se entero o debería estar enterado de la enfermedad, salvo que la tiempo señalado. Su patrón está obligado a proporcionarle información sobre la aseguranza, por El trabajador o la persona que lo representa debe notificar al patrón cuando ocurra una lesión o Comisión determine que existía un buen motivo para no haber notificado al patrón dentro del tener seguro de compensación para el trabajador.

someter un reclamo de compensación para el trabaj ador. El personal de la Comisión le explicará cuales son sus derechos y responsabilidades bajo la Ley de Compensación para el Trabajador y obtener esta ayuda comunícandose con la oficina local de la Comisión o llamando al número 1-ASISTENCIA AL EMPLEADO: La Comisión le proporcionará información gratuita sobre como le asistirá para resolver cualquier controversia qu e surja al hacer su reclamo. Usted puede

La Comisión ha **LINEA PARA REPORTAR CONDICIONES INSEGURAS:**  establecido una línea telefónica gratuita las 24 ho ras del día, para reportar condiciones inseguras prohíbe que los patrones suspendan, despidan o descriminen al empleado o empleada porque él en el lugar de trabajo que pudiera violar las leyes ocupacionales de salud y seguridad. La ley Comuníquese con la Sección de Salud y Seguridad Laboral al número 1-800-452-9595. o ella, de buena fe, reporta una alegada violación ocupacional de salud o seguridad

## **EXHIBIT "D"**

Wesco Insurance Company 800 Superior Avenue East, 21st Floor Cleveland, OH 44114

#### Policy Change Endorsement

D B Chamberlin & Assocciates LLC 2712 N 7th Street Phoenix, AZ 85006 Corporate Insurance, LLC 8686 N. Central ave Suite 202 Phoenix, AZ. 85020

Enclosed is a Final Premium Audit Endorsement for Policy Number: WWC3382411

All Final Premium Audit Endorsements are mailed directly to the policyholder with a copy to the Agent indicated above.

If additional premium is due on the Policy, an invoice is enclosed here. Your prompt payment of the balance due is appreciated.

If a refund of premium is due on the policy, the return premium may be applied in full or in partial to any previously audited policies that have a balance due. Any remaining return premium will be refunded within 60 days of this Final Premium Audit Endorsement.

For questions regarding this Final Premium Audit, please contact our Customer Service Department at 877-528-7878.

3/14/2020





An AmTrust Financial Company

#### Policy WWC3382411 Endorsement 12

#### **FINAL PREMIUM AUDIT**

It is hereby understood and agreed that this endorsement, effective 12:01 a.m. 10/24/2018 forms a part of

Policy:

WWC3382411

Issued to:

D B Chamberlin & Assocciates LLC

**Policy Dates:** 

10/24/2018 to 10/24/2019

Description:

Final Premium Audit - Non-Cooperative

State of Arizona - Premium for Period 1: 10			19		
Classification	# Emps	Code	Payroll	Rate	Premium
Clerical Office Employees NOC	0	8810	1,034,824	0.16	1,656
Buildings—Operation by Owner, Lessee or Real Estate Management Firm: Professional Employees, Property Managers and Leasing					
Agents & Clerical, Sales	0	9012	0	0.78	0
Apartment House Operations - All Employees	0	9032	5,629,421	2.68	150,868
Manual Premium					152,524
					, ,
Total Manual Premium					152,524
Premium for Increased Limits Part Two: 1.1%					
(1000/1000/1000)		9812			1,678
Total Premium Subject To Experience Modification					154,202
Experience Modification 90%					138,782
Drug Free Workplace Credit		9846			-6,939
Premium Discount 8.5%		0063			-11,207
Terrorism 1%		9740			666
Catastrophe (other than Terrorism) 1%		9741			666
Catastrophic (other than Terronam) 170		3/41			000
Expense Constant		0900			0
Non Coop Audit Fee		9757			243,936
Total AZ Premium		3131			
Total AZ Cost					365,904
Total AZ Cost					365,904

State of Tennessee - Premium for Period 1:	10/24/2018	to 10/24/	2019		
Classification	# Emps	Code	Payroll	Rate	Premium
Buildings—Operation by Owner, Lessee or Real Estate Management Firm: Professional Employees, Property Managers and Leasing					
Agents & Clerical, Salespersons	0	9012	157,808	1.11	1,752
Buildings—Operation by Owner, Lessee or Real Estate Management Firm: All Other Employees Manual Premium	0	9015	11,452	2.71	310 2,062
Total Manual Premium					2,062
Premium for Increased Limits Part Two: 1.4% (1000/1000/1000)		9812			29
Total Premium Subject To Experience Modification					2,091
Experience Modification 90%					1,882
Premium Discount 9.9%		0063			-186
Terrorism 0.8%		9740			14
Catastrophe (other than Terrorism) 3%		9741			51
Expense Constant		0900			200
Non Coop Audit Fee		9757			2,942
Total TN Premium					4,903
Total TN Cost					4,903

State of Texas - Pre Classification		10/24/2018 to # Emps	<b>10/24/2019</b> Code	Payroll	Rate	Premium
Salespersons, Collector Outside	is or Messengers -	0	8742	540,000	0.33	1,782
Apartment House Opera Manual Premium	ation	0	9032	225,000	5.49	12,353 14,135
Total Manual Premium						14,135
Premium for Increased (1000/1000/1000)	Limits Part Two: 1.49	6	9812			198
Total Premium Subject	To Experience		3012			190
Modification						14,333
Experience Modification						12,900
Premium Discount 9.9% Terrorism 1.5%	Ó		0063			-1,277
Catastrophe (other than		9740 9741			115 0	
Catastrophic (other than	1 10110113111/ 0 70		3741			U
Expense Constant			0900			0
Total TX Premium						11,738
Total TX Cost						11,738
Policy Cost	(Reinstater	ment fees \$100)				382,645
Minimum Premium	,	, , ,	\$50	00		552,575
Premium Paid to Date						107,834
Total Additional/(Return	) Due					274,811
The return premium al balance due. Any rem	bove may be applied paining return premi	d in full or in par um will be refun	rtial to any pr nded by chec	k in the mail w	ted policies within 30-45	days.
Printed: 3/14/2020	С	WWC33824	11			

Authorized Representative

If you have questions, please contact:

Wesco Insurance Company, 877-528-7878 P.O. Box 31330, Cleveland OH 44131-0480

CC:

Corporate Insurance, LLC 8686 N. Central ave Suite 202 Phoenix, AZ 85020

Workers compensation and

Employers' Liability Insurance Policy PREMIUM NOTICE - FINAL PREMIUM AUDIT

Wesco Insurance Company
An AmTrust Financial Company

D B Chamberlin & Assocciates LLC Att: Dave Chamberlin 2712 N 7th Street Phoenix AZ 85006

WWC3382411
3/14/2020
274,811.00
Upon Receipt

Total Policy Cost:	382,645.00
Total Billed to Date:	382,645.00
Total Paid to Date:	107,834.00
Balance Due:	274,811.00

**Payment Options:** 

Online

Go to our website at www. amtrustfinancial.com to register your policy for one time online

payments by credit card or electronic check.

**Credit Card** 

To pay by Mastercard® or Visa® over the phone, please call 877-528-7878. Partial

payment will not be accepted.

E-Check

To pay by electronic check directly from your checking or savings account over the phone

for a single payment, please call 877-528-7878

Check

Please make your check payable to AmTrust North America, Inc. and include your policy

number on your check.

Certified and overnight mail should be sent to:

Important Numbers: Customer Service

877-528-7878

800 Superior Avenue East, 21st Floor

AmTrust North America, Inc.

Claim Reporting

866-272-9267

Cleveland, OH 44114

Broker of Record

(602) 309-0793

To ensure accurate and prompt processing, please include this voucher with your payment.

We are unable to process changes noted on the invoice voucher. Please contact your broker if you believe corrections to your policy are required.

Installment Due Date:	Upon Receipt
Balance Due:	274,811.00
Amount Paid:	

Remit Payment to:

AmTrust North America, Inc. P.O. Box 6939 Cleveland, OH 44101-1939 For Company Use Only

RST

Policy Number:

WWC3382411

Effective Date:

10/24/2018 99440

Agent ID: Agency:

Corporate Insurance, LLC



A. Allegretti, Deputy 11/25/2020 9:50:21 AM Filing ID 12261817

Person/Attorney Filing: David J Adamski Mailing Address: 14435 N. 7th St. Suite 201 City, State, Zip Code: Phoenix, AZ 85022

Phone Number: (602)548-2408

E-Mail Address: notices@bethunelaw.com [□] Representing Self, Without an Attorney

(If Attorney) State Bar Number: 020334, Issuing State: AZ

## IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA

Wesco Insurance Company

Plaintiff(s),

v.

D.B Chamberlin & Associates, LLC

Defendant(s).

Case No.

case Ivo.

CERTIFICATE OF COMPULSORY ARBITRATION

CV2020-015352

I certify that I am aware of the dollar limits and any other limitations set forth by the Local Rules of Practice for the Maricopa County Superior Court, and I further certify that this case IS NOT subject to compulsory arbitration, as provided by Rules 72 through 77 of the Arizona Rules of Civil Procedure.

RESPECTFULLY SUBMITTED this

By: David J Adamski /s/

Plaintiff/Attorney for Plaintiff

Clerk of the Superior Court
\*\*\* Electronically Filed \*\*\*
A. Allegretti, Deputy
11/25/2020 9:50:21 AM
Filing ID 12261816

### In the Superior Court of the State of Arizona In and For the County of Maricopa

#### Plaintiff's Attorney:

David J Adamski

Bar Number: 020334, issuing State: AZ

Law Firm: Bethune & Associates

14435 N. 7th St. Suite 201

Phoenix, AZ 85022

Telephone Number: (602)548-2408

Email address: notices@bethunelaw.com

#### Plaintiff:

Wesco Insurance Company 14435 N. 7th St. Suite 201 Phoenix, AZ 85022

#### Defendant:

D.B Chamberlin & Associates, LLC 2712 N Street Phoenix, AZ 85006

Discovery Tier t3

Case Category: Contracts

Case Subcategory: Other Contract (Breach of Contract)

Commercial Court: Yes

CV2020-015352

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

#### STATEMENT FOR SERVICE OF PROCESS

ENTITY NAME - give the exact name of the corporation or LLC as currently shown in A.C.C. records: D.B. CHAMBERLIN & ASSOCIATES, L.L.C.

A.C.C. FILE NUMBER: L08762375

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

By my signature below, I certify under the penalty of perjury that, upon information, knowledge, and belief, the above-named entity has either failed to appoint a statutory agent or failed to maintain a statutory agent at the statutory agent address on record with the Arizona Corporation Commission.

C'Montes

Peter C. Montes

12/16/2020

Mail: Arizona Corporation Commission - Records Section Service of process fee: \$25.00 1300 W. Washington St., Phoenix, Arizona 85007 All fees are nonrefundable. Fax: 602-542-3414

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are public record and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

#### QUICK RECEIPT

Arizona Corporation Commission

Receipt Number: 202012181049461

Receipt Date: 12/18/2020 09:15AM

User: DEASHA JACKSON

Date Printed: 12/18/2020

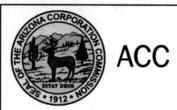
The following details your transaction(s):

#### **Payment Submitted:**

Payment Type	Check/Ref No.	Amount	
Check	30921	\$ 25.00	
	Total Amount:	\$ 25.00	

#### Transactions posted to this receipt:

Entity Name	Document Type	Transaction Amount	Expedite Amount	Waived Document Amount	Waived Expedite Amount	Total Transaction Amount
D.B. CHAMBERLIN & ASSOCIATES, L.L.C.	Service of Process	\$ 25.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25.00
					Total Amount:	\$ 25.00
					Total Waived Amount:	\$ 0.00



Friday, December 10, 2020

DEASHA JACKSON

#### **ENTITY INFORMATION**

**ENTITY DETAILS** 

D.B. CHAMBERLIN & Entity Name:

ASSOCIATES, L.L.C.

**Entity Status: Active** 

Entity Type: Domestic LLC

Formation Date: 5/21/1999

Reason for Status: In Good Standing

Entity ID: L08762375

Original Incorporation 5/21/1999

Date:

Status Date:

Approval Date: 5/21/1999

Life Period: 12/31/2050

**Business Type:** 

Last Annual Report

Filed:

Domicile State: Arizona

Annual Report/COD

Due Date:

Years Due:

Fees Due: \$0

Original Publish 6/22/1999

Date:

STATUTORY AGENT INFORMATION

Type: Individual

Appointed Status: Active

Name: DAVID A CHAMBERLIN

Agent Last Updated: 7/24/2017

Attention:

Address:

2712 N STREET, PHOENIX, AZ 85006,

USA

Attention:

Mailing Address:

2712 N STREET, PHOENIX, AZ 85006,

USA

E-mail:

County:

PRINCIPAL INFORMATION

Title Name Attention Address

Date of Email Taking Office

Last Updated

Member

DAVID A CHAMBERLIN 1050 E SOUTHERN AVE STE D.

TEMPE, AZ, 85282, USA

5/21/1999

8/21/2012

Page 1 of 1, records 1 to 1 of 1

ADDRESS 📵

Attention:

Address: 2712 N STREET, PHOENIX, AZ, 85006, USA

County: Maricopa

Last Updated:

**ENTITY PRINCIPAL OFFICE ADDRESS** 

Attention:

Address:

County:

Last Updated:

Back

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**Payment History**