

City of Austin
PO Box 1088
Austin TX 78767-1088

SANCTION NOTICE

This notice is to advise you that no Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

HAVE A WORKERS' COMPENSATION COMPLAINT OR NEED HELP?

Contact your insurance company if you have a question or problem about your premium or a claim:

Liberty Mutual Group

Call: 1-617-357-9500 Ext. 41015

Toll Free: 1-800-344-0197

Email: PresidentialSVCteam@libertymutual.com

Mail: Presidential Service Team
Liberty Mutual Group
175 Berkeley Street
Boston, MA 02116

For problems with your policy

If your problem with the premium is not resolved, contact the National Council on Compensation Insurance, Dispute Resolution Services:

Mail: 901 Peninsula Corporate Circle, Boca Raton, FL 33487-1362

Fax: 561-893-5043

Email: regulatoryoperations@ncci.com

Phone: 1-800-622-4123

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

Call: 1-800-252-3439

Online: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Texas Department of Insurance
MC 111-1A
PO Box 149091
Austin, TX 78714-9091

For employees with claim issues

If one of your employees has a problem with a claim, contact the Texas Department of Insurance, Division of Workers' Compensation, Compliance and Investigations:

Mail: MS-8, 7551 Metro Center Drive, Suite 100, Austin, TX 78744

Fax: 512-490-1030

Email: DWC-ComplianceReview@tdi.texas.gov

Phone: 1-800-252-7031

**LIBERTY MUTUAL WORKERS COMPENSATION, GROUP BENEFITS, AND HELMSMAN
MANAGEMENT SERVICES, LLC
PRIVACY PRACTICES DISCLOSURE NOTICE**

This Privacy Practices Disclosure Notice outlines the privacy practices for Liberty Mutual Insurance and its subsidiaries and affiliates listed below (collectively referred to as "Liberty Mutual"):

- Liberty Mutual Fire Insurance Company
- LM Insurance Corporation
- Liberty Insurance Company of America
- Liberty Life Assurance Company of Boston
- Employers Insurance Company of Wausau
- Wausau Business Insurance Company
- Liberty Insurance Corporation
- The First Liberty Insurance Corporation
- Liberty Northwest Insurance Corporation
- Helmsman Management Services, LLC
- Wausau General Insurance Company
- Wausau Underwriters Insurance Company

This Notice tells you:

- The categories of nonpublic personal information (NPPI) we collect from you or from a third party about you or about participants, beneficiaries or claimants under your workers compensation and/or group benefit coverage, or your employee benefit programs or plans;
- How we use NPPI;
- The categories of affiliates and non-affiliate third parties with whom we share NPPI;
- The security policies and procedures in place to protect the confidentiality and security of NPPI provided to us.

If you have questions regarding this Privacy Practices Disclosure Notice, contact us by sending an email to pstprivacy@libertymutual.com or write to us at:

**Presidential Service Team
Liberty Mutual Insurance
175 Berkeley Street
Boston, MA 02116**

If applicable, please include your policy number or contract number with any correspondence.

1. INFORMATION WE MAY COLLECT

We want you to conduct business with us knowing that we protect NPPI. We collect NPPI from you or from third parties about you or about participants, beneficiaries or claimants under your insurance coverage. We collect NPPI from:

- Applications or other forms which may include policyholder, participant, beneficiary or claimant name, address, phone number, social security number, household information, vehicle and driver information, date of birth, medical information related to underwriting and claims, insurance coverage, and employee benefit programs or plan information;
- Your business dealings with us, our affiliates, or others, such as prior claims or accidents, medical information related to claims, information about your accident or injury (if applicable), and the names of witnesses and other contact information; and
- Consumer reporting agencies, motor vehicle departments, and inspection services.

2. HOW THE INFORMATION IS USED

We use NPPI:

- To provide policy and premium quotes;
- To underwrite applications, administer claims, and answer questions about our insurance products and services;
- For account administration and processing premium billings payments;
- To process and defend insurance claims, and administer insurance benefits (including utilization review activities);
- To report, investigate, or prevent fraud or material misrepresentation; and
- As otherwise required or permitted by federal or state law.

3. TO WHOM INFORMATION IS DISCLOSED

We do not disclose NPPI about you or about participants, beneficiaries or claimants under your insurance policy, employee benefit programs or plans to anyone, unless allowed by law. We are allowed by law to provide NPPI to:

- A third party that performs services for us, such as claims investigations or medical examinations;
- Our affiliated companies and reinsurers;
- Insurance regulators, reporting agencies or, if applicable, involuntary market administrators;
- State Motor Vehicle Departments to obtain a report of any accidents or convictions;
- Law enforcement agencies or other governmental authorities to report suspected illegal activities;
- Persons or organizations conducting insurance actuarial or research studies, subject to appropriate confidentiality agreements;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement; and,
- As otherwise permitted or required by law.

4. HOW WE PROTECT INFORMATION

We maintain physical, electronic, and procedural safeguards to guard NPPI. These safeguards comply with applicable laws. We retain NPPI for as long as required by law or regulation. The only employees or agents who have access to your NPPI are those who must have it to provide products or services to you. We do not sell your NPPI to mass marketing or telemarketing companies.

LIBERTY MUTUAL PRIVACY NOTICE - CALIFORNIA
(Workers' Compensation)
(Effective January 1, 2023)
(Last Updated November 2022)

Liberty Mutual Group, its affiliates and subsidiaries (collectively "Liberty Mutual" or "we", "us" and "our") provide workers' compensation insurance to companies. In this notice, we explain how we gather, use, share, and protect your data. This notice applies to you if you are a **California resident and** (i) are buying insurance for your company, (ii) your company has workers' compensation insurance with us, or (iii) you have a workers' compensation claim. If this notice does not apply to you, please go to libertymutual.com/privacy to review our privacy notices for other states.

What Personal Data Do We Collect?

The types of personal data we gather and share depends on your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for insurance. The data we gather can include your Social Security Number, income, and medical information related to your injury. It may also include data gathered as we provide insurance services, when you apply for such services, or from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal data**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, precise geolocation, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code §1798.80(e)**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status;
- **Commercial data**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, data about a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related data**, including current or past job history;
- **Inferences drawn from other personal data**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history data, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive data**, as defined under the California Privacy Rights Act.

For data about the types of personal data we have gathered in the past twelve months, please go to Imi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How do you gather my data?

<p>We gather your personal data directly from you. For example, you provide us with data when you:</p>	<p>We also gather your personal data from other people. For example:</p>
<ul style="list-style-type: none"> ■ ask about, buy insurance or file a claim 	<ul style="list-style-type: none"> ■ your insurance agent or broker
<ul style="list-style-type: none"> ■ pay your policy 	<ul style="list-style-type: none"> ■ your employer, association or business (if you are insured through them)
<ul style="list-style-type: none"> ■ visit our websites, call us, or visit our office 	<ul style="list-style-type: none"> ■ our affiliates or other insurance companies about your transactions with them
	<ul style="list-style-type: none"> ■ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	<ul style="list-style-type: none"> ■ other public directories and sources
	<ul style="list-style-type: none"> ■ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjustors and claim handlers
	<ul style="list-style-type: none"> ■ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy that requires your personal data

Entities that share data with us may keep it and disclose it to others as permitted by law. For data about how we have gathered personal data in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you our products and services and as otherwise provided in this Notice. Liberty Mutual may use your data and the data of former customers for our business and other compatible purposes. Our business purposes include, for example:

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your data as defined by CPRA</u>
<p>Market, sell and provide insurance. This includes for example:</p> <ul style="list-style-type: none"> ■ calculating your premium; ■ determining your eligibility for a quote; ■ confirming your identity and servicing your policy; 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Protected Classification Characteristics ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No
<p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> ■ managing your claim, if any; ■ conducting claims investigations; ■ conducting medical examinations; ■ conducting inspections, appraisals; ■ providing roadside assistance; ■ providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Protected Classification Characteristics ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> ■ creating, maintaining, customizing and securing accounts; ■ supporting day-to-day business and insurance related functions; ■ doing internal research for technology and development; ■ marketing and creating products and services; ■ conducting audits related to a current contract with a consumer and other transactions; ■ as described at or before the point of gathering personal data or with your authorization 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Protected Classification Characteristics ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No

<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> ■ detecting security issues; ■ protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; ■ managing risk and securing our systems, assets, infrastructure and premises; ■ help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; ■ supervisory controls and other monitoring and reviews, as permitted by law; and ■ emergency and business continuity management. 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Protected Classification Characteristics ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> ■ controls and access rights management; ■ to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; ■ exercising and defending our legal rights and positions; ■ to meet Liberty contract obligations; ■ to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; ■ as otherwise permitted by law 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Protected Classification Characteristics ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No

<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> ■ improve your customer experience, our products and service; ■ to provide, support, personalize and develop our website, products and services; ■ create and offer new products and services; 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> ■ conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Protected Classification Characteristics ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No
<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> ■ answer questions and provide notifications; provide customer and technical support; 	<ul style="list-style-type: none"> ■ Identifiers ■ Personal Information ■ Commercial Information ■ Internet or other similar network activity ■ Professional or employment related information ■ Inferences drawn from other personal information ■ Risk data ■ Claims data 	<ul style="list-style-type: none"> ■ No
<p>Cross Context Behavioral Advertising</p>	<ul style="list-style-type: none"> ■ Internet or other similar network activity ■ Identifiers (IP address, device ID) 	<ul style="list-style-type: none"> ■ We share this information with service providers such as search engines and social media platforms.

Do We Disclose Your Personal Data?

Liberty Mutual does not sell your personal data, as that term is defined under the California Consumer Privacy Act as amended. If you visit libertymutual.com or other Liberty Mutual websites, we may share (as defined under the CCPA) some personal information (e.g., IP address, device ID) for cross-context behavioral advertising. The California privacy law defines sharing as "communicating orally, in writing, or by electronic or other means, a consumer's personal information... to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration." For example, this occurs when you visit a Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms. You have the right to opt-out of this type of sharing and you may learn more about those rights at lmi.co/caprivacychoices.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. How we disclose data to these types of entities is set forth below.

Liberty Mutual may disclose personal data with affiliated and non-affiliated parties, including:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g., regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliate or Service Providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for Business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Data
Internet or other similar network activity	Professional, employment and education Data
Inferences drawn from personal data	Risk Data
Claims Data	

For data about how we have disclosed personal data in the past twelve months, please go to lmi.co/caprivacynotices and click on the link for the California Privacy Policy (Consumers).

How Do We Keep your Personal Data Safe?

We maintain physical, electronic, and administrative safeguards created to protect your data from unauthorized access. Our employees and agents are authorized to access your data only for legitimate business purposes.

How Long Does Liberty Mutual Retain Each Category of Personal Data?

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

What Rights Do I Have to Learn More About My Personal Data?

You may have rights under California laws to learn more about our privacy practices. For more information about these rights, please go to lmi.co/caprivacynotices and click on the link California Privacy Policy (Consumers). If you cannot access the link, please contact us.

You may have additional rights under other California laws. For more information about these rights, please go to libertymutual.com/privacy and click on the link California Supplemental Privacy Notice. If you cannot access the link, please contact us.

How to Contact Us:

You can submit questions, seek additional information, or obtain a copy of our privacy notice in an alternative format by either:

Calling: 800-344-0197
Email: Privacy@libertymutual.com
Mail: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

Who is Providing this Notice?

This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates:

America First Insurance Company, America First Lloyd's Insurance Company, American Economy Insurance Company, American Fire and Casualty Company, American States Insurance Company, American States Insurance Company of Texas, Colorado Casualty Insurance Company, Consolidated Insurance Company, Employers Insurance Company of Wausau, Excelsior Insurance Company, First National Insurance Company of America, General Insurance Company of America, Golden Eagle Insurance Corporation, Hawkeye-Security Insurance Company, Indiana Insurance Company, Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Mid-Atlantic Insurance Company, Liberty Northwest Insurance Corporation, LM Insurance Corporation, Montgomery Mutual Insurance Company, North Pacific Insurance Company, Ohio Security Insurance Company, Oregon Automobile Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The First Liberty Insurance Corporation, The Midwestern Indemnity Company, The Netherlands Insurance Company, The Ohio Casualty Insurance Company, Wausau Business Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company, and West American Insurance Company.

Cover Page

RISK CONTROL SERVICES IMPORTANT INFORMATION TO POLICYHOLDERS TEXAS WORKERS COMPENSATION

Pursuant to Texas Labor Code §411.066, Liberty Mutual Insurance is required to notify its policyholders that accident prevention services are available from Liberty Mutual Insurance at no additional charge. These services may include surveys, recommendations, training programs, consultations, analyses of accident causes, industrial hygiene, and industrial health services. Liberty Mutual Insurance 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 Liberty Mutual Insurance at 1-866-757-7324 and RCConsultingCenter@LibertyMutual.com for accident prevention services, or 1-877-397-2255 and RTWTexas@LibertyMutual.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 Liberty Mutual Insurance 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.

WA5-66D-067424-013
City of Austin
PO Box 1088
Austin TX 78767-1088



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: WA5-66D-067424-013

City of Austin
PO Box 1088
Austin TX 78767-1088

Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations. Products may be written in the following stock insurance company subsidiaries of Liberty Mutual Insurance.

Liberty Mutual Insurance Company
Liberty Mutual Fire Insurance Company
Liberty Insurance Corporation
LM Insurance Corporation
The First Liberty Insurance Corporation
Employers Insurance Company of Wausau
Wausau Underwriters Insurance Company
Wausau Business Insurance Company
Wausau General Insurance Company

Not all products and coverages are available in all companies and jurisdictions.

This policy corresponds with the following wrap-up project:

City of Austin VIII

Retain this Policy and/or Endorsement along with the previously issued Certificate of Insurance indicating on site coverage.

If this mailing has reached you in error or if you require further assistance, please contact the Liberty Mutual Wrap-Up Service Center at (877) 624-7737. The Liberty Mutual Wrap-Up Service Center can also be reached via email at: WrapUpServiceCenter@libertymutual.com.

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

	Beginning on Page
General Section	
A. The Policy	2
B. Who is Insured	2
C. Workers Compensation Law	2
D. State	2
E. Locations	2
Part One – Workers Compensation Insurance	
A. How This Insurance Applies	2
B. We Will Pay	2
C. We Will Defend	2
D. We Will Also Pay	2
E. Other Insurance	3
F. Payments You Must Make	3
G. Recovery From Others	3
H. Statutory Provisions	3
Part Two – Employers Liability Insurance	
A. How This Insurance Applies	3
B. We Will Pay	4
C. Exclusions	4
D. We Will Defend	4
E. We Will Also Pay	5
F. Other Insurance	5
G. Limits of Liability	5
H. Recovery From Others	5
I. Actions Against Us	5
Part Three – Other States Insurance	
A. How This Insurance Applies	6
B. Notice	6
Part Four – Your Duties If Injury Occurs	6
Part Five - Premium	
A. Our Manuals	6
B. Classifications	6
C. Remuneration	6
D. Premium Payments	7
E. Final Premium	7
F. Records	7
G. Audit	7
Part Six - Conditions	
A. Inspection	7
B. Long Term Policy	7
C. Transfer of Your Rights and Duties	7
D. Cancellation	8
E. Sole Representative	8

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

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION

A. The Policy

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

B. Who is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

PART ONE – WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

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

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

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

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

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

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

B. We Will Pay

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

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

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

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

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

F. Other Insurance

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

G. Limits of Liability

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

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

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

I. Actions Against Us

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

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

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

PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

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

G. Audit

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

PART SIX – CONDITIONS

A. Inspection

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

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

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

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

D. Cancellation

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

E. Sole Representative

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

In witness whereof, LM Insurance Corporation has caused this policy to be signed by its President and its Secretary.



SECRETARY



PRESIDENT

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY**

INFORMATION PAGE



Issued by LM Insurance Corporation (a stock company) 27243

Policy Number	WA5-66D-067424-013	Issuing Office	Lewiston, ME
New		Issue Date	04/21/2023
Account Number	6-067424	Sub Account	0000
1. Insured and Mailing Address		FEIN	74-6000085
City of Austin			
PO Box 1088			
Austin TX 78767-1088			
		Franchise	9413

Status Corporation/Owner Controlled Insurance Program

Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

2. Policy Period: The policy period is from 04/03/2023 to 04/03/2026 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: TX

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 Two are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All States except those listed in Item 3.A and the States of:
ND OH WA WY

D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	(TX)	Total Estimated Premium		\$
Premium will be billed	Annual	Deposit Premium		\$

Producer 0002 008275
MARSH USA INC
1717 MAIN ST STE 4400
DALLAS TX 752017343

LM Insurance Corporation

Item 3. Coverage D - Extension of Information Page

Miscellaneous Form and Endorsement Schedule

Policy Notices and Applications

<u>Form Number</u>	<u>Form Name</u>
SNW 42 03 05 20	Have a Workers' Compensation Complaint Or Need Help?
SNW 04 14 01 23	Liberty Mutual Privacy Notice - California
CNW 90 15 09 22	Sanction Notice
GPO 4756 R5	Liberty Mutual WC Privacy Practices Disclosure Notice
SNW 42 01 10 13	Texas Risk Control Services

Policy Schedules

<u>Form Number</u>	<u>Form Name</u>
WC 00 00 00 C	Workers Compensation And Employers Liability Insurance Policy Jacket
WC 00 00 01 A	Information Page
GPO 4741	Miscellaneous Form and Endorsement Schedule
PA 505	Premium Summary Report by State
GPO 2923	Item 4. Premium - Extension of Information Page
GPO 2926	U.S.L. and H.W. Compensation Act Schedule
GPO 4162 R1	Named Insured Link Schedule

Policy Endorsements

<u>Form Number</u>	<u>Form Name</u>	<u>Comments</u>
WC 00 01 06 A	Longshore and Harbor Workers' Compensation Act Coverage	
WC 00 02 01 B	Maritime Coverage Endorsement	
WC 00 03 01	Alternate Employer Endorsement	
WC 00 03 02	Designated Workplaces Exclusion Endorsement	
WC 00 03 11 A	Voluntary Compensation and Employers Liability Coverage Endorsement	
WC 00 04 05	Policy Period	
WC 00 04 14 A	90-Day Reporting Requirement - Notification of Change in Ownership	
WC 00 04 21 F	Catastrophe (Other Than Certified Acts of Terrorism) Premium	
WC 00 04 22 C	Terrorism Risk Insurance Program Reauthorization Act Disclosure	
WC 42 03 01 J	Texas Amendatory	

Policy No. WA5-66D-067424-013

Page 1 of 2

GPO 4741
Ed.01/01/2001

WC 00 00 01 A

LM Insurance Corporation

Item 3. Coverage D - Extension of Information Page

Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements		
<u>Form Number</u>	<u>Form Name</u>	<u>Comments</u>
WC 42 03 04 B	Texas Waiver of Our Right to Recover From Others	
WC 42 03 10	Texas Sole Proprietors, Partners, Officers and Others Coverage	
WC 42 04 07	Texas - Audit Premium and Retrospective Premium	
WC 42 04 08 A	Texas Health Care Network Endorsement	
WC 42 06 01	Texas Notice of Material Change Endorsement	
WC 99 06 74	Texas Deductible Endorsement	
WC 99 16 70	Sole Agent Consolidated Insurance Programs	
WC 99 16 71	Unintentional Errors and Omissions Endorsement	
WC 99 20 54	Participating Provision	

State Premium Summary

State	Payroll Exposure	Total Premium	Assessment & Surcharge
Texas			
Totals			

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Texas				
Period: 04/03/2023 - 04/03/2024				
Landscape Gardening & Drivers	0042	If Any		
Furniture Mfg or Assembly - Wood & Drivers	2881	If Any		
Iron or Steel: Fabrication: Iron or Steel Works - Shop & Drivers	3040	If Any		
Pipe Bending and Cutting	3111	If Any		
Welding or Cutting NOC & Drivers	3365	If Any		
Instrument Mfg NOC	3685	If Any		
Millwright Work NOC - Outside & Drivers	3724	If Any		
Printing & Drivers	4299	If Any		
Analytical Chemist	4511	If Any		
Exterminator & Drivers	4519	If Any		
Oxygen or Hydrogen Mfg & Drivers	4635	If Any		
Masonry NOC & Drivers	5022	If Any		
Iron or Steel: Erection - Frame Structures	5040	If Any		
Iron or Steel: Erection NOC & Drivers	5057	If Any		
Burglar Guards or Bars - Installation	5070	If Any		
Door, Door Frame or Sash Erection - Metal or Metal Covered & Drivers	5102	If Any		
Elevator Erection or Repair	5160	If Any		
Plumbing NOC & Drivers	5183	If Any		
Electrical Wiring & Drivers	5190	If Any		
Office Machine or Appliance Installation, Inspection, Adjustment or Repair	5191	If Any		
Vending or Coin Operated Machines - Installation, Service or Repair & Drivers	5192	If Any		
Concrete or Cement Work & Drivers	5200	If Any		
Concrete Construction - Bridges & Drivers	5203	If Any		
Concrete Construction NOC & Drivers	5213	If Any		
Artificial Turf Installation & Drivers	5220	If Any		

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
<p>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.</p>	<p>Class Code</p>	<p><u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other</p>	<p><u>Payroll-</u> Per \$100</p>	<p>Estimated Premium</p>
<p>Continued:</p>				
<p>Texas</p>				
<p>Period: 04/03/2023 - 04/03/2024</p>				
<p>Tile, Stone, Mosaic or Terrazzo Work - Inside</p>	<p>5348</p>	<p>If Any</p>		
<p>Aluminum Awning Erection & Drivers</p>	<p>5403</p>	<p>If Any</p>		
<p>Carpentry - Installation of Cabinet Work or Interior Trim & Drivers</p>	<p>5437</p>	<p>If Any</p>		
<p>Glazier - Away From Shop & Drivers</p>	<p>5462</p>	<p>If Any</p>		
<p>Painting NOC & Drivers</p>	<p>5474</p>	<p>If Any</p>		
<p>Insulation Work NOC & Drivers</p>	<p>5479</p>	<p>If Any</p>		
<p>Street or Road Construction - All Operations & Drivers</p>	<p>5506</p>	<p>If Any</p>		
<p>Air Conditioning Systems - Heating and/or Cooling: Not Portable: Duct Fabrication or Installation & Drivers</p>	<p>5536</p>	<p>If Any</p>		
<p>Sheet Metal Work - Outside - NOC & Drivers</p>	<p>5538</p>	<p>If Any</p>		
<p>Roofing - All Kinds & Drivers</p>	<p>5551</p>	<p>If Any</p>		
<p>Contractor - Executive Supervisor or Construction Superintendent</p>	<p>5606</p>	<p>If Any</p>		
<p>Levee Construction - All Operations to Completion & Drivers</p>	<p>6045</p>	<p>If Any</p>		
<p>Drilling NOC & Drivers</p>	<p>6204</p>	<p>If Any</p>		
<p>Excavation NOC & Drivers</p>	<p>6219</p>	<p>If Any</p>		
<p>Irrigation or Drainage System Construction & Drivers</p>	<p>6229</p>	<p>If Any</p>		
<p>Sewer Construction - All Operations & Drivers</p>	<p>6306</p>	<p>If Any</p>		
<p>Gas Main or Connection Construction & Drivers</p>	<p>6319</p>	<p>If Any</p>		
<p>Chain Link Fence Construction; Fence Erection - all types; Mobile Homes - Windstorm Tie-Down Installation: By Specialty Contractor; Playground Equipment Installation</p>	<p>6400</p>	<p>If Any</p>		
<p>Electric Light or Power Line Construction & Drivers</p>	<p>7538</p>	<p>If Any</p>		

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	Estimated Premium
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll-</u> Per \$100	Estimated Premium
Continued:				
Texas				
Period: 04/03/2023 - 04/03/2024				
Telephone or Telegraph Co.: All Other Employees & Drivers	7600	If Any		
Machinery Dealer NOC & Drivers	8107	If Any		
Contractor's Permanent Yard	8227	If Any		
Cedar Chip Grinding & Sacking & Drivers	8231	If Any		
Architect or Engineer - Consulting	8601	If Any		
Salespersons, Collectors or Messengers - Outside	8742	If Any		
Executive Officers NOC - Performing Clerical or Outside	8809	If Any		
Salespersons Duties Only				
Clerical Office Employees NOC	8810	If Any		
Buildings - Operation By Contractors	9014	If Any		
Cleaning Rip Rap Along Highways & Drivers; Conduit Cleaning -	9402	If Any		
Underground & Drivers;				
Environmental Cleanup - Suctioning and Processing of Waste & Drivers				
Concrete or Cement Distributing Towers - Installation, Repair or	9529	If Any		
Removal-& Drivers				
Sign Installation, Maintenance, Repair, Removal, or Replacement:	9554	If Any		
NOC - Away From Shop & Drivers				
Subject to				
Voluntary Compensation Endorsement				
Roofing - All Kinds & Drivers	5551	If Any		
Employers Liability Minimum Premium Adjustment				
Large Deductible Credit	9663			
Policy Minimum Premium Adjustment	0990			
Standard Premium				

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll-</u> Per \$100	Estimated Premium
Continued:				
Texas				
Period: 04/03/2023 - 04/03/2024				
Expense Constant	0900			
Terrorism	9740			
Catastrophe (other than Certified Acts of Terrorism)	9741			
Estimated Premium				

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
<p>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.</p>	<p>Class Code</p>	<p><u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other</p>	<p><u>Payroll-</u> Per \$100</p>	<p>Estimated Premium</p>
<p>Continued:</p>				
<p>Texas</p>				
<p>Period: 04/03/2024 - 04/03/2025 (Rating Date: 04/03/2024)</p>				
<p>Landscape Gardening & Drivers</p>	<p>0042</p>	<p>If Any</p>		
<p>Furniture Mfg or Assembly - Wood & Drivers</p>	<p>2881</p>	<p>If Any</p>		
<p>Iron or Steel: Fabrication: Iron or Steel Works - Shop & Drivers</p>	<p>3040</p>	<p>If Any</p>		
<p>Pipe Bending and Cutting</p>	<p>3111</p>	<p>If Any</p>		
<p>Welding or Cutting NOC & Drivers</p>	<p>3365</p>	<p>If Any</p>		
<p>Instrument Mfg NOC</p>	<p>3685</p>	<p>If Any</p>		
<p>Millwright Work NOC - Outside & Drivers</p>	<p>3724</p>	<p>If Any</p>		
<p>Printing & Drivers</p>	<p>4299</p>	<p>If Any</p>		
<p>Analytical Chemist</p>	<p>4511</p>	<p>If Any</p>		
<p>Exterminator & Drivers</p>	<p>4519</p>	<p>If Any</p>		
<p>Oxygen or Hydrogen Mfg & Drivers</p>	<p>4635</p>	<p>If Any</p>		
<p>Masonry NOC & Drivers</p>	<p>5022</p>	<p>If Any</p>		
<p>Iron or Steel: Erection - Frame Structures</p>	<p>5040</p>	<p>If Any</p>		
<p>Iron or Steel: Erection NOC & Drivers</p>	<p>5057</p>	<p>If Any</p>		
<p>Burglar Guards or Bars - Installation</p>	<p>5070</p>	<p>If Any</p>		
<p>Door, Door Frame or Sash Erection - Metal or Metal Covered & Drivers</p>	<p>5102</p>	<p>If Any</p>		
<p>Elevator Erection or Repair</p>	<p>5160</p>	<p>If Any</p>		
<p>Plumbing NOC & Drivers</p>	<p>5183</p>	<p>If Any</p>		
<p>Electrical Wiring & Drivers</p>	<p>5190</p>	<p>If Any</p>		
<p>Office Machine or Appliance Installation, Inspection, Adjustment or Repair</p>	<p>5191</p>	<p>If Any</p>		
<p>Vending or Coin Operated Machines - Installation, Service or Repair & Drivers</p>	<p>5192</p>	<p>If Any</p>		
<p>Concrete or Cement Work & Drivers</p>	<p>5200</p>	<p>If Any</p>		
<p>Concrete Construction - Bridges & Drivers</p>	<p>5203</p>	<p>If Any</p>		
<p>Concrete Construction NOC & Drivers</p>	<p>5213</p>	<p>If Any</p>		

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
<p>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.</p>	<p>Class Code</p>	<p><u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other</p>	<p><u>Payroll-</u> Per \$100</p>	<p>Estimated Premium</p>
<p>Continued:</p>				
<p>Texas</p>				
<p>Period: 04/03/2024 - 04/03/2025</p>				
<p>(Rating Date: 04/03/2024)</p>				
<p>Artificial Turf Installation & Drivers</p>	<p>5220</p>	<p>If Any</p>		
<p>Tile, Stone, Mosaic or Terrazzo Work - Inside</p>	<p>5348</p>	<p>If Any</p>		
<p>Aluminum Awning Erection & Drivers</p>	<p>5403</p>	<p>If Any</p>		
<p>Carpentry - Installation of Cabinet Work or Interior Trim & Drivers</p>	<p>5437</p>	<p>If Any</p>		
<p>Glazier - Away From Shop & Drivers</p>	<p>5462</p>	<p>If Any</p>		
<p>Painting NOC & Drivers</p>	<p>5474</p>	<p>If Any</p>		
<p>Insulation Work NOC & Drivers</p>	<p>5479</p>	<p>If Any</p>		
<p>Street or Road Construction - All Operations & Drivers</p>	<p>5506</p>	<p>If Any</p>		
<p>Air Conditioning Systems - Heating and/or Cooling: Not Portable: Duct Fabrication or Installation & Drivers</p>	<p>5536</p>	<p>If Any</p>		
<p>Sheet Metal Work - Outside - NOC & Drivers</p>	<p>5538</p>	<p>If Any</p>		
<p>Roofing - All Kinds & Drivers</p>	<p>5551</p>	<p>If Any</p>		
<p>Contractor - Executive Supervisor or Construction Superintendent</p>	<p>5606</p>	<p>If Any</p>		
<p>Levee Construction - All Operations to Completion & Drivers</p>	<p>6045</p>	<p>If Any</p>		
<p>Drilling NOC & Drivers</p>	<p>6204</p>	<p>If Any</p>		
<p>Excavation NOC & Drivers</p>	<p>6219</p>	<p>If Any</p>		
<p>Irrigation or Drainage System Construction & Drivers</p>	<p>6229</p>	<p>If Any</p>		
<p>Sewer Construction - All Operations & Drivers</p>	<p>6306</p>	<p>If Any</p>		
<p>Gas Main or Connection Construction & Drivers</p>	<p>6319</p>	<p>If Any</p>		
<p>Chain Link Fence Construction; Fence Erection - all types; Mobile Homes - Windstorm Tie-Down Installation: By Specialty Contractor; Playground Equipment</p>	<p>6400</p>	<p>If Any</p>		

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
<p>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.</p>	<p>Class Code</p>	<p><u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other</p>	<p><u>Payroll-</u> Per \$100</p>	<p>Estimated Premium</p>
<p>Continued:</p>				
<p>Texas</p>				
<p>Period: 04/03/2024 - 04/03/2025 (Rating Date: 04/03/2024)</p>				
<p>Installation</p>				
<p>Electric Light or Power Line Construction & Drivers</p>	<p>7538</p>	<p>If Any</p>		
<p>Telephone or Telegraph Co.: All Other Employees & Drivers</p>	<p>7600</p>	<p>If Any</p>		
<p>Machinery Dealer NOC & Drivers</p>	<p>8107</p>	<p>If Any</p>		
<p>Contractor's Permanent Yard</p>	<p>8227</p>	<p>If Any</p>		
<p>Cedar Chip Grinding & Sacking & Drivers</p>	<p>8231</p>	<p>If Any</p>		
<p>Architect or Engineer - Consulting</p>	<p>8601</p>	<p>If Any</p>		
<p>Salespersons, Collectors or Messengers - Outside</p>	<p>8742</p>	<p>If Any</p>		
<p>Executive Officers NOC - Performing Clerical or Outside</p>	<p>8809</p>	<p>If Any</p>		
<p>Salespersons Duties Only</p>	<p>8810</p>	<p>If Any</p>		
<p>Clerical Office Employees NOC</p>	<p>9014</p>	<p>If Any</p>		
<p>Buildings - Operation By Contractors</p>	<p>9402</p>	<p>If Any</p>		
<p>Cleaning Rip Rap Along Highways & Drivers; Conduit Cleaning -</p>				
<p>Underground & Drivers; Environmental Cleanup - Suctioning</p>				
<p>and Processing of Waste & Drivers</p>	<p>9529</p>	<p>If Any</p>		
<p>Concrete or Cement Distributing Towers - Installation, Repair or</p>				
<p>Removal-& Drivers</p>	<p>9554</p>	<p>If Any</p>		
<p>Sign Installation, Maintenance, Repair, Removal, or Replacement:</p>				
<p>NOC - Away From Shop & Drivers</p>				
<p>Subject to Voluntary Compensation Endorsement</p>				
<p>Roofing - All Kinds & Drivers</p>	<p>5551</p>	<p>If Any</p>		
<p>Employers Liability Minimum Premium Adjustment</p>				
<p>Large Deductible Credit</p>	<p>9663</p>			

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll-</u> Per \$100	Estimated Premium
Continued:				
Texas				
<p style="text-align: center;">Period: 04/03/2024 - 04/03/2025 (Rating Date: 04/03/2024)</p>				
Policy Minimum Premium Adjustment <p style="text-align: right;">Standard Premium</p>	0990			
Expense Constant	0900			
Terrorism	9740			
Catastrophe (other than Certified Acts of Terrorism) <p style="text-align: right;">Estimated Premium</p>	9741			

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll-</u> Per \$100	Estimated Premium
Continued:				
Texas				
<p style="text-align: center;">Period: 04/03/2025 - 04/03/2026 (Rating Date: 04/03/2025)</p>				
Landscape Gardening & Drivers	0042	If Any		
Furniture Mfg or Assembly - Wood & Drivers	2881	If Any		
Iron or Steel: Fabrication: Iron or Steel Works - Shop & Drivers	3040	If Any		
Pipe Bending and Cutting	3111	If Any		
Welding or Cutting NOC & Drivers	3365	If Any		
Instrument Mfg NOC	3685	If Any		
Millwright Work NOC - Outside & Drivers	3724	If Any		
Printing & Drivers	4299	If Any		
Analytical Chemist	4511	If Any		
Exterminator & Drivers	4519	If Any		
Oxygen or Hydrogen Mfg & Drivers	4635	If Any		
Masonry NOC & Drivers	5022	If Any		
Iron or Steel: Erection - Frame Structures	5040	If Any		
Iron or Steel: Erection NOC & Drivers	5057	If Any		
Burglar Guards or Bars - Installation	5070	If Any		
Door, Door Frame or Sash Erection - Metal or Metal Covered & Drivers	5102	If Any		
Elevator Erection or Repair	5160	If Any		
Plumbing NOC & Drivers	5183	If Any		
Electrical Wiring & Drivers	5190	If Any		
Office Machine or Appliance Installation, Inspection, Adjustment or Repair	5191	If Any		
Vending or Coin Operated Machines - Installation, Service or Repair & Drivers	5192	If Any		
Concrete or Cement Work & Drivers	5200	If Any		
Concrete Construction - Bridges & Drivers	5203	If Any		
Concrete Construction NOC & Drivers	5213	If Any		

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Continued:				
Texas				
<p style="text-align: center;">Period: 04/03/2025 - 04/03/2026 (Rating Date: 04/03/2025)</p>				
Artificial Turf Installation & Drivers	5220	If Any		
Tile, Stone, Mosaic or Terrazzo Work - Inside	5348	If Any		
Aluminum Awning Erection & Drivers	5403	If Any		
Carpentry - Installation of Cabinet Work or Interior Trim & Drivers	5437	If Any		
Glazier - Away From Shop & Drivers	5462	If Any		
Painting NOC & Drivers	5474	If Any		
Insulation Work NOC & Drivers	5479	If Any		
Street or Road Construction - All Operations & Drivers	5506	If Any		
Air Conditioning Systems - Heating and/or Cooling: Not Portable: Duct Fabrication or Installation & Drivers	5536	If Any		
Sheet Metal Work - Outside - NOC & Drivers	5538	If Any		
Roofing - All Kinds & Drivers	5551	If Any		
Contractor - Executive Supervisor or Construction Superintendent	5606	If Any		
Levee Construction - All Operations to Completion & Drivers	6045	If Any		
Drilling NOC & Drivers	6204	If Any		
Excavation NOC & Drivers	6219	If Any		
Irrigation or Drainage System Construction & Drivers	6229	If Any		
Sewer Construction - All Operations & Drivers	6306	If Any		
Gas Main or Connection Construction & Drivers	6319	If Any		
Chain Link Fence Construction; Fence Erection - all types; Mobile Homes - Windstorm Tie-Down Installation: By Specialty Contractor; Playground Equipment	6400	If Any		

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	Estimated Premium
<p>Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.</p>	<p>Class Code</p>	<p><u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other</p>	<p><u>Payroll-</u> Per \$100</p>	<p>Estimated Premium</p>
<p>Continued:</p>				
<p>Texas</p>				
<p>Period: 04/03/2025 - 04/03/2026 (Rating Date: 04/03/2025)</p>				
<p>Installation Electric Light or Power Line Construction & Drivers Telephone or Telegraph Co.: All Other Employees & Drivers Machinery Dealer NOC & Drivers Contractor's Permanent Yard Cedar Chip Grinding & Sacking & Drivers Architect or Engineer - Consulting Salespersons, Collectors or Messengers - Outside Executive Officers NOC - Performing Clerical or Outside Salespersons Duties Only Clerical Office Employees NOC Buildings - Operation By Contractors Cleaning Rip Rap Along Highways & Drivers; Conduit Cleaning - Underground & Drivers; Environmental Cleanup - Suctioning and Processing of Waste & Drivers Concrete or Cement Distributing Towers - Installation, Repair or Removal-& Drivers Sign Installation, Maintenance, Repair, Removal, or Replacement: NOC - Away From Shop & Drivers</p>	<p>7538 7600 8107 8227 8231 8601 8742 8809 8810 9014 9402 9529 9554</p>	<p>If Any If Any If Any If Any If Any If Any If Any If Any If Any If Any If Any If Any If Any If Any</p>		
<p>Subject to Voluntary Compensation Endorsement</p>	<p>5551</p>	<p>If Any</p>		
<p>Employers Liability Minimum Premium Adjustment</p>				
<p>Large Deductible Credit</p>	<p>9663</p>			

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll-</u> Per \$100	Estimated Premium
Continued:				
Texas				
<p style="text-align: center;">Period: 04/03/2025 - 04/03/2026 (Rating Date: 04/03/2025)</p>				
Policy Minimum Premium Adjustment <p style="text-align: right;">Standard Premium</p>	0990			
Expense Constant	0900			
Terrorism	9740			
Catastrophe (other than Certified Acts of Terrorism) <p style="text-align: right;">Estimated Premium</p>	9741			
<p style="text-align: right;">Total Premium for Texas</p>				

**UNITED STATES LONGSHORE AND HARBOR
WORKERS' COMPENSATION ACT - INCIDENTAL**

<u>States</u>	<u>Percent of increase - non-Federal rates</u>	<u>States</u>	<u>Percent of increase - non-Federal rates</u>
	Period: 04/03/2023 - 04/03/2024 (Rating Date: 04/03/2023)		
Texas	110.0%		
	Period: 04/03/2024 - 04/03/2025 (Rating Date: 04/03/2024)		
Texas	108.0%		
	Period: 04/03/2025 - 04/03/2026 (Rating Date: 04/03/2025)		
Texas	108.0%		

NAMED INSURED LINK SCHEDULE

Name Link Code	Insured Name/Location	City	State Zip
001	City of Austin		
001	FEIN: 74-6000085		
001	Legal Status: Corporation		
001	No Specific Location		TX

Policy No. WA5-66D-067424-013

GPO 4162 R1

Page 1 of 1

Ed. 11/01/2004

**LONGSHORE AND HARBOR WORKERS'
COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

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 and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

<u>State</u>	Schedule <u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
REFER TO SCHEDULE GPO 2926 FOR STATES AND PERCENTAGES	

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013 Effective Date Premium \$

Issued to City of Austin

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. How This Insurance Applies

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty or obligation to provide transportation, wages, maintenance, and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

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

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

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

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

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

Schedule

1. Description of work:

If Any

2. Transportation, Wages, Maintenance, and Cure Premium \$

Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	aggregate

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013 Effective Date Premium \$

Issued to City of Austin

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

See Attached Schedule

Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

Any Alternate Employer

TX

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

This policy does not cover work conducted at or from

All prior OCIP projects. Note the policy does not cover work conducted at or from any other project site but the locations listed on the Wrap-Up Endorsement LC 04 23 12 21 attached to the Master CGL Policy

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. Exclusions

This insurance does not cover:

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

D. Before We Pay

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

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

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

E. Recovery From Others

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

F. Employers Liability Insurance

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

Schedule

<u>Employees</u>	<u>State of Employment</u>	<u>Designated Workers' Compensation Law</u>
All employees not subject to the Workers Compensation Law	All states except CA, HI, NJ, WI & WY	State of Hire

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013 Effective Date Premium \$

Issued to City of Austin

POLICY PERIOD ENDORSEMENT

The policy period shown in item 2 of the Information Page consists of the consecutive periods shown in the Schedule. Our Manuals and all provisions of the policy apply separately to each period.

Schedule		
From 04/03/2023	to 04/03/2024	12:01 A.M.
From 04/03/2024	to 04/03/2025	12:01 A.M.
From 04/03/2025	to 04/03/2026	12:01 A.M.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013 Effective Date Premium \$

Issued to City of Austin

**90-DAY REPORTING REQUIREMENT—
NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

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

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

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

Not Applicable in California and New Jersey

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that we are 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). Coverage for such losses is subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations. This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement attached to this policy.

For purposes of this endorsement, Catastrophe (Other Than Certified Acts of Terrorism) is defined as: A single event or peril resulting in a group of claims with aggregate workers compensation losses in excess of \$50 million. This \$50 million threshold applies per occurrence, across all states for which claims arise from a single event or peril.

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.

State	Schedule Rate	Premium
		See Attached Premium Schedule GPO 2923

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.)

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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

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

Definitions

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

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

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

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

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

State	Schedule Rate	Premium
-------	------------------	---------

Not applicable in Florida.

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.)

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

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:

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

E. Final Premium

Number 2 is amended to read:

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

PART SIX—CONDITIONS

A. Inspection is amended by adding this sentence:

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

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

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

D. Cancellation is amended to read:

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

Add the following to the policy:

PART SEVEN—OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. Claims Notification

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

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

COMPLAINT NOTICE:

DISPUTE RESOLUTION SERVICES

NCCI’S DISPUTE RESOLUTION PROCESS DOES NOT APPLY TO WORKERS COMPENSATION CLAIMS.

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

Important Note: The dispute resolution services provided through the Dispute Resolution Process (Process) of the National Council on Compensation Insurance (NCCI) are **voluntary**. The Process is not an administrative remedy that must be exhausted before you pursue relief in court. Using the Process does not prevent you or the carrier that issued the policy from pursuing any available legal remedies at any time.

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

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

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

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

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

VIOLATIONS OF LAW:

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

Phone: 1-800-252-3439

Email: ConsumerProtection@tdi.texas.gov

Online: tdi.texas.gov

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

CLAIM COMPLAINT:

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

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

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

AI Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE
ENDORSEMENT**

Pursuant to Section 406.097, Labor Code, sole proprietors, partner(s) or corporate executive officer(s) of the named insured are covered under this workers' compensation policy, unless specifically excluded from coverage through an endorsement to the policy. Such persons may be named in the Schedule below and the premium basis for the policy shall include their remuneration.

For employees excluded from workers' compensation coverage by law, an election has been made by or on behalf of each person described in "Others" in the Schedule to be subject to the workers' compensation law of the state named in the Schedule. Such persons shall be named in the Schedule below and the premium basis for the policy shall include their remuneration.

Schedule

<u>Persons</u>	<u>State</u>
----------------	--------------

Sole Proprietor: IF Any	TX
----------------------------	----

Partners:

Officers:

Others:

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013	Effective Date	Premium \$
---	----------------	------------

Issued to City of Austin

**TEXAS - AUDIT PREMIUM AND
RETROSPECTIVE PREMIUM ENDORSEMENT**

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

PART FIVE -PREMIUM

D. Premium Payments

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

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

TEXAS HEALTH CARE NETWORK ENDORSEMENT

This endorsement indicates that you have elected under this policy to provide workers compensation health care services to your injured employees through a certified workers compensation health care network that we have either established or contracted with, as provided in Chapter 1305 of the Texas Insurance Code and in Title 28, Chapter 10 of the Texas Administrative Code.

We will provide you with information concerning the use of our certified workers compensation health care network(s) in our service area(s) and your rights and responsibilities as a participant in our network program. This includes information describing the service area(s) applicable to you and your injured employees as required in NCCI's **Basic Manual for Workers Compensation and Employers Liability Insurance**. In accordance with Chapter 1305 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code, we will also provide you with information that is required to be given to your employees, including an employee's notice of network requirements and an employee acknowledgement form.

Your premium may have been reduced because you have agreed to participate in our certified workers compensation health care network. The amount of the premium reduction is shown on the Information Page of this policy. The reduction is estimated at the policy inception and adjusted at final audit of the policy. The reduction may be pro-rated if you elect to participate in a certified workers compensation health care network during the policy year or if you terminate your participation in our certified workers compensation health care network before the policy expires. The premium reduction you received may be forfeited if we determine that you have failed to provide the notice of network requirements and employee acknowledgement form to your employees in accordance with Chapter 1305.005(d) and 1305.451 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code.

Minimum premium policies are not eligible for this premium reduction.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 90

2. Notice will be mailed to: City of Austin
PO Box 1088
Austin, TX 78767-1088

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

TEXAS DEDUCTIBLE ENDORSEMENT

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

This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy.

I. DEDUCTIBLE PROVISIONS

Coverage	Deductible Amount; Basis
Bodily Injury By Accident	\$ each occurrence
Bodily Injury By Disease	\$ each claim
All Covered Bodily Injury	\$ policy aggregate

A. This Deductible Applies

1. Each Occurrence; Each Claim

You are responsible, up to the deductible amount shown above, for the total of:

- all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement); plus
- all sums you legally must pay as damages; plus
- all "allocated loss adjustment expense" as part of any claim or suit we defend;

because of (1) bodily injury by accident to your employees arising out of any one "occurrence"; (2) bodily injury by disease to your employee arising out of any one "claim".

We are responsible for those amounts of benefits and damages and "allocated loss adjustment expense" that exceed the applicable deductible amount shown above.

We may advance part or all of the deductible amount to settle any claim, proceeding or suit. You will reimburse us for any amount(s) we have so advanced.

2. Policy Period Aggregate

The amount shown above as "policy aggregate", is the most you must pay for the sum of all benefits, damages and "allocated adjustment expense" because of bodily injury by accident and bodily injury by disease for each policy period.

The "policy aggregate" will not be reduced if:

- this endorsement is issued for a term of less than (1) year, or
- the policy or this endorsement is cancelled by you before the end of the policy period.

The policy aggregate will be reduced, pro rata, based on the time the policy was in force if the policy or endorsement is cancelled by us.

B. Effect of Deductible on Limits of Liability

1. With respect to the Employers Liability Insurance provided by this policy, the applicable "each employee", "each accident", "policy" or other similar limits of liability are reduced by the sum of all damages (but not "allocated loss adjustment expense") within the applicable deductible amount shown above. Those limits are not in addition to the deductible amount. This provision applies whether the Employers Liability Insurance is provided by PART TWO or by an endorsement to this policy.
2. For purposes of this Paragraph B., all damages because of bodily injury by accident or bodily injury by disease are deemed to have been paid or to be payable before "allocated loss adjustment expense" has been paid or is payable.

C. Definitions

1. "Allocated loss adjustment expense" means claim adjustment expense directly allocated by us to a particular claim. Such expense shall include, but shall not be limited to, attorney's fees for claims in suit, court and other specific items of expense such as medical examination, expert medical or other testimony, laboratory and X-rays, autopsy, stenographic, witnesses and summonses, and copies of documents.
2. "Claims" means a written demand you receive for:
 - a. benefits required of you by the workers compensation law; or
 - b. damages covered by this policy;including a filing by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

All claims for benefits or damages because of bodily injury by the same or related diseases to any one person will be considered as one claim when determining how the deductible amounts apply.
3. "Occurrence" means a single accident which results in bodily injury to one or more of your employees.

D. Conditions

1. Recovery From Others

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

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

2. Cancellation

You must (a) promptly pay all amounts for which you are responsible under this endorsement, (b) reimburse us within 30 days for any such amounts that we advance after we send you notice that payment is due, and (c) provide and maintain security or collateral as agreed between you and us.

If you fail to fully reimburse us when due or provide or maintain such required security, we may cancel either this endorsement or the policy for nonpayment of premium. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We may keep the amount of unearned premium that will reimburse us for the amounts we have advanced. These rights are in addition to other rights we have to be reimbursed.

3. Your Duties

- a. The first Named Insured shown in the Information Page agrees and is authorized on behalf of all Named Insureds to reimburse us for all deductible amounts that we advance.
- b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

4. Other Rights and Duties (Ours and Yours)

All other terms of this policy, including those which govern (a) our right and duty to defend any claim, proceeding or suit against you, and (b) your duties if injury occurs, apply irrespective of application of this deductible endorsement.

II. PREMIUM PROVISIONS

This provision amends Part Five, (Premium) because you chose to have the cost of the deductible insurance rated by this Endorsement. This endorsement explains the rating plan and how the final deductible premium will be determined. The rating plan period is the one year period beginning with the effective date of this endorsement.

The amount of final deductible premium depends on five standard elements.

A. Final Deductible Premium Standard Elements

The five standard elements are explained here.

1. **Deductible Premium** is the premium, after the application of a deductible credit, that we would charge during the rating plan period if you had not chosen the final deductible premium rating option, but with one exception. Deductible premium does not include the expense constant charge.
2. **Deductible Basic Premium** is less than deductible premium. It is deductible premium multiplied by a percentage called the Deductible Basic Premium Factor. The Deductible Basic Premium Factor varies by state. The Deductible Basic Premium Factors are shown in the Schedule for states included. An element included in Deductible Basic Premium is the excess loss premium charge for the deductible amount on the policy. Excess loss premium varies by state, by classification, and by the limit of the deductible amount.
3. **Actual Reimbursable Losses** are all amounts paid or estimated to be paid for deductible losses as defined by I. DEDUCTIBLE PROVISIONS of this endorsement.
4. **A Converted Deductible Loss Charge** is the Actual Reimbursable Losses multiplied by a percentage called the Deductible Loss Conversion Factor. The Deductible Loss Conversion Factor is shown in the Schedule and varies by state.

5. **Deductible Taxes and Expenses** are a part of the premium we collect. Deductible Taxes and Expenses are determined as a percentage of Deductible Basic Premium and Converted Deductible Loss Charge. The percentage is called the Deductible Tax and Expense Multiplier which is shown in the Schedule and varies by state.

B. Final Deductible Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the final deductible premium. If the policies provide insurance for more than one insured, the final deductible premium will be determined for all insureds combined, not separately for each insured.

1. Final deductible premium is the sum of Deductible Basic Premium, Converted Deductible Loss Charge, Deductible Tax and Expense.
2. The final deductible premium will not be less than the Deductible Basic Premium times the Deductible Tax and Expense Multiplier, or less than the minimum determined by applying the minimum factors shown in the Schedule to the deductible premium, whichever is larger.
3. The final deductible premium will not be more than the Deductible Basic Premium times the Deductible Tax and Expense Multiplier plus the Converted Deductible Loss Charge times the Deductible Tax and Expense Multiplier or more than the maximum determined by applying the maximum factors shown in the Schedule to the deductible premium which ever is smaller.
4. If this endorsement applies to more than one policy or state, the final deductible premium will be the sum of the final deductible for each policy and state.

C. Premium Calculations and Payments

1. We will calculate the final deductible premium using Actual Reimbursable Losses we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of the final deductible premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors involved in reorganization, receivership or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due us if the final deductible premium is more than the deductible premium as of the special valuation date.
2. After a calculation of final deductible premium you and we agree that it is the final calculation. No other calculation will be made unless there is a clerical error in the final calculation.
3. After each calculation of final deductible premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all deductible premium and final deductible premium calculated under this endorsement.

D. Work In Other States

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the rating plan period, this endorsement will apply to that insurance if this rating plan applies in that state on an interstate basis. The final deductible premium standard elements will be determined by us for that state, and added to the Schedule by endorsement.

E. Cancellation

1. If any insurance subject to this endorsement is canceled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
2. The maximum final deductible premium will be based on the deductible premium for the rating plan period increased pro rata to 365 days.
3. Section.E.3 will not apply if you cancel because:
 - a. all work covered by the insurance is complete;
 - b. all interest in the business covered by the insurance is sold; or
 - c. you retire from all business covered by the insurance.

Schedule

1. Other policies subject to this Final Deductible Premium Endorsement:
 2. Minimum Final Deductible Premium Factor:
Maximum Final Deductible Premium Factor:
 3. Deductible Loss Conversion Factor and the states where they apply, are shown in the Table of States.
 4. The Deductible Basic Premium Factors and the states where they apply, are shown in the Table of States.
 5. The Deductible Tax and Expense Multipliers and the states where they apply, are shown in the Table of States.

Table of States

State	Deductible Loss Conversion Factor	Deductible Tax and Expense Multiplier	Deductible Basic Premium Factor
TX			

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

**SOLE AGENT
CONSOLIDATED INSURANCE PROGRAMS**

It is understood and agreed that E. Sole Representative of Part SIX- CONDITIONS is deleted and replaced with the following:

In consideration of being listed as an insured, you agree that the person or organization designated by this endorsement will act on behalf of all insureds as sole and irrevocable agent for the purposes of changing this policy, receiving return premiums, premium refunds or dividends and giving or receiving notice of cancellation or non-renewal.

You, hereby, direct us to pay any return premiums, premium refunds or dividends to the sole agent, who has agreed to fulfill all of your present and future obligations with respect to the payment of premium and/or loss reimbursement under this policy.

SOLE AND IRREVOCABLE AGENT:

City of Austin
301 W. Second Street
Austin, TX 78701-3906

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

It is understood and agreed that the following condition is added to PART SIX-CONDITIONS.

It is agreed that in the event of your unintentional failure to disclose all hazards, prior occurrences or factual information on applications, supplements or other documents existing as of the inception date of this policy, will not prejudice the coverage provided under this policy.

You agree to notify us in writing of such failure to disclose all hazards, prior occurrences or factual information on applications, supplements or other documents as soon as you are aware of such failure.

This endorsement does not change any of the provisions in PART FIVE - PREMIUM to classify, audit or determine premium. Furthermore this endorsement does not change any of the provisions in items 2. and 4. of PART SIX - CANCELATION.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin

Endorsement No.

PARTICIPATING PROVISION

You shall participate in the distribution of surplus funds of the company through any dividends that may be declared for this Policy. A declaration or payment of dividends is not guaranteed. The amount of any dividends that may be declared shall be to the extent, and upon the conditions fixed and determined by the Board of Directors and in compliance with any laws that apply.

Texas:

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by the Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code of 1951, as amended.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-66D-067424-013

Effective Date

Premium \$

Issued to City of Austin