Berkshire Hathaway GUARD Insurance Companies

Worker's Compensation and Employer's Liability Policy
AmGUARD Insurance Company - A Stock Co.
Policy Number CAWC590333
Renewal of NEW
NCCI No. [21873]

Policy Information Page

[1] Named Insured and Mailing Address
Capital Investments LLC
DBA/TA Super 8
620 Howard St
Rapid City, SD 57701

Agency
DONAGHY KEMPTON INC.
4000 6th Ave
Des Moines, IA 50313
Agency Code: IADONA10

Federal Employer's ID XX-XXX0618

Insured is Limited Liability Co. (LLC)

Additional Names of Insured
(N2) Super 8

[2] Policy Period
From June 4, 2024 to June 4, 2025, 12:01 AM, standard time at the insured's mailing address.

[3] Coverage

A. Workers' Compensation Insurance - **Part One** of this policy applies to the Workers' Compensation Law of the following states: South Dakota

B. Employer's Liability Insurance - **Part Two** of this policy applies to work in each of the states listed in item [3]A. The limits of our liability under Part Two are:

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

C. Other States Insurance - Part Three of this policy applies to all states, except any state listed in item [3]A. and the states of North Dakota, Ohio, Washington, and Wyoming.

D. This policy includes these endorsements and schedules:
See Extension of Information Page - Schedule of Forms

[4] Premium
The Premium Basis and, therefore, the premium will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All required information is subject to verification and change by audit. (Continued on another page)

Total Estimated Policy Premium	**$**	**4,108**
Total Surcharges/Assessments	**$**	**0.00**
Total Estimated Cost	**$**	**$4,108.00**

Issuing Office: P.O. Box AH, 39 Public Square, Wilkes-Barre, PA 18703-0020 • www.guard.com

Policy Information Page

Extension of Information Page

Schedule of Forms

WC000001A - INFORMATION PAGE
WC000000C - STANDARD POLICY
WC000308 - PARTNERS, OFFICERS & OTHERS EXCL. END.
WC000403 - EXPERIENCE RATING MODIFICATION FACTOR
WC000404 - PENDING RATE CHANGE ENDORSEMENT
WC000414A - NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC000419A - PART FIVE - PREMIUM AMENDATORY ENDT
WC000421F - CATASTROPHE (OTHER THAN CERT ACTS OF TER
WC000422C - TERR RISK INS PROG REAUTHORIZATION ACT
WC000424 - AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC000425 - EXP. RATING MODIF. FACTOR REVISION END'T
WC400601A - SD DIRECT ACTION STATUTE ENDORSEMENT
WC400603 - SD MANAGED CARE ENDORSEMENT
WC400605B - SD CANCELLATION AND NONRENEWAL END'T
WC990000 - AUTHORIZATION AND ATTESTATION END'T

Remember, we make a variety of loss control services available to you at no additional charge, including educational resources accessible from our *Policyholder Service Center* at https://policyholder.guard.com.

Policy Information Page

[4] Premium (cont.)

South Dakota

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per $100 Remuneration	Estimated Annual Premium
Effective: 06/04/2024-06/04/2025				
HOTEL-ALL OTHER EES & SALES,DRIVERS	9052	275,000.00	1.65	4,538
Increased Limits Emp Liability, 1000K/1000K/1000K	9812		1.1%	50
Amt to Bal Inc Lim				70
Experience Modification			0.86	-652
Schedule Modification			5.0%	-200
Total Estimated Annual Premium for SD				3,806

Policy Totals

Total Estimated Standard Premium for South Dakota				3,806
Expense Constant				225
Catastrophe	9741	0.02	275,000	55
Terrorism SD	9740	0.0079	275,000	22
Minimum Premium SD	$675			
Total Estimated Annual Premium				4,108
Total Estimated Cost for CAWC590333				4,108

Policy Information Page

Policy Payment Terms

Payment Option: Direct Bill

Payment is due in our office on the dates shown below.

Installment Plan
(prepared 06/04/2024)

Down Payment received 06/03/2024 - $810.80

Installments*	Due Date
367.13	07/05/2024
367.13	08/07/2024
367.13	09/04/2024
367.13	10/05/2024
367.13	11/06/2024
367.13	12/05/2024
367.13	01/04/2025
367.13	02/05/2025
367.16	03/07/2025

(*Includes surcharges and state fees, if any.)

Policies that are direct billed will be charged a fee of up to $7 per installment. There is no installment fee for policies set up with Direct Draft.

Any checks returned or attempted bank drafts declined for insufficient funds or a closed account may be assessed a fee of up to $20.

A late fee may be assessed of up to $10 for payments received after the due date.

A convenience fee of up to $7 will be added to credit card payments.

WORKERS COMPENSATION AND

EMPLOYERS LIABILITY INSURANCE POLICY

PLEASE READ THE POLICY CAREFULLY.

Quick Reference

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Important:

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

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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

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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

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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.

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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

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

F. **Records**

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

G. **Audit**

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

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PART SIX—CONDITIONS

A. **Inspection**

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

B. **Long Term Policy**

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

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

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

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

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation 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 cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

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

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Partners, Officers, and Others Exclusion Endorsement

Policy Effective Date 06/04/2024

Issued To Capital Investments LLC

The policy does not cover bodily injury to any person described in the Schedule. The premium basis for the policy does not include the remuneration of such persons. You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

Others:

Jessie Singh

WC 00 04 03

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. CAWC590333 Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

issued to

Premium (if any) $

Authorized Representative

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

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WC 00 04 04

PENDING RATE CHANGE ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. CAWC590333 of the (NAME OF INSURANCE COMPANY)

issued to

Premium $

Authorized Representative

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

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

Schedule

State

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

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

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

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

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

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

Endorsement Effective 06/04/2024 Policy No. CAWC590333 Endorsement No.
Insured Premium

Insurance Company AmGUARD Insurance Compa Countersigned by _____

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Part Five—Premium Amendatory Endorsement

This endorsement amends Part Five—Premium of the policy as follows:

Part Five—Premium, Section A. (Our Manuals) is replaced by the following provision:

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates and loss costs (as applicable), rating plans, forms, endorsements, and classifications, and such manuals are expressly incorporated by reference into, and apply to, this policy and any renewals (our manuals). As used in this policy and any renewals, our manuals means manuals that have been:

1. Developed in any format and filed by the state-designated workers compensation rating or advisory organization on our behalf with the appropriate state insurance regulatory authority; or
2. Developed in any format and filed by the respective state rating bureau on our behalf with the appropriate state insurance regulatory authority; or
3. Developed in any format and filed by us with the appropriate state insurance regulatory authority; and
4. For each or any of the three scenarios above, the manuals also must be approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

We may change our manuals and apply the changes to this policy and any renewals if such manual changes are approved for use by the appropriate state insurance regulatory authority, or as otherwise authorized by law as applicable.

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

D. **Premium Payments**

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

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

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

Endorsement Effective | Policy No. CAWC590333 | Endorsement No.
Insured | | Premium

Insurance Company | Countersigned by _____

WC 00 04 19 A
(Ed. 08-2022)

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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.

Schedule

State	Rate	Premium
SD	0.020	55.00

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

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

Endorsement Effective
Insured

Policy No. CAWC590333

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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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

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Limitation of Liability

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

Policyholder Disclosure Notice

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

Schedule

State	Rate	Premium
SD	0.008	$22.00

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

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

Endorsement Effective
Insured

Policy No. CAWC590333

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

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

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

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

Endorsement Effective: 06/04/2024 Policy No.: CAWC590333 Endorsement No.:

Premium

Insured:

Insurance Company: AmGUARD Insurance Company

WC 00 04 24

(Ed. 1-17)

Countersigned by _____

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WC 00 04 24
(Ed. 1-17)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
SD	Estimated Annual Premium Of $ 4,108	Two Times

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

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

Endorsement Effective: 06/04/2024 Policy No.: CAWC590333 Endorsement No.:

Premium

Insured:

Insurance Company: AmGUARD Insurance Company

WC 00 04 24

(Ed. 1-17)

Countersigned by _____

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EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

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

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

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

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

Endorsement Effective 06/04/2024 Policy No. CAWC590333 Endorsement No.

Insured Premium

Insurance Company Countersigned by _____

AmGUARD Insurance Company

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SOUTH DAKOTA DIRECT ACTION STATUTE ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because South Dakota is shown in Item 3.A. of the Information Page.

1. Your injured employee, or the persons entitled to sue you for damages in the event of the death of the employee, may add us as a defendant in a suit against you to recover damages because of bodily injury or death to your employee.

2. We are directly liable to pay to your injured employee, or to the persons entitled to sue you for damages in the event of the death of the employee, the damages for which you are liable.

This endorsement is subject to all provisions of Part Two (Employers Liability Insurance) that do not conflict with the direct action statute (Section 58-20-12) of the South Dakota Workers' Compensation Law.

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

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

Endorsement Effective Policy No. CAWC590333 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 40 06 01 A
(Ed. 07-11)

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SOUTH DAKOTA MANAGED CARE ENDORSEMENT

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

This endorsement provides for the payment of benefits under the workers compensation law of South Dakota to provide medical services and health care to injured workers for compensable injuries and diseases by means of a managed care program which meets the requirements established by the Department of Labor.

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

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

Endorsement Effective
Insured

Policy No. CAWC590333

Endorsement No.
Premium:

Insurance Company

Countersigned by_____

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SOUTH DAKOTA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

The **Cancellation** Condition in Part Six (Conditions) of the policy is replaced by this Condition:

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.
   a. We must file a notice of intention in the office of the State Department of Labor or other officer in charge of the administration of the workers compensation law at least 10 days prior to cancellation due to nonpayment of premiums. Any policy cancelled for reasons other than nonpayment of premium requires at least 20 days notification before the effective cancellation date. This notice of intention must state the date of cancellation.
   b. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation due to nonpayment of premiums is to take effect. Any policy cancelled for reasons other than nonpayment of premium requires at least 20 days written notification before the effective cancellation date.
   c. Mailing that notice to you at your last known place of residence will be sufficient to prove notice.
   d. If the employer is a partnership, the notice may be given to any one of the partners.
   e. If the employer is a corporation, the notice may be given to any agent or officer of the corporation upon whom legal process may be served.
3. After sixty days from the effective date of policy issuance, a notice of cancellation may not be issued unless it is based upon at least one of the following reasons:
   a. Nonpayment of premium
   b. Discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy
   c. Discovery of acts or omissions on the part of the named insured that increase any hazard insured against
   d. The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued
   e. A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof that substantially increases any hazard insured against
   f. A determination by the director of the Division of Insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state
   g. Violation or breach by the insured of any policy terms or conditions
   h. Such other reasons as are approved by the director of the Division of Insurance
4. The policy period will end on the day and hour stated in the cancellation notice.
5. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

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Nonrenewal

1. We may elect not to renew. We will mail or deliver to you and your agent not less than 60 days advance written notice stating our intention not to renew this policy. Mailing notice to you at your last known address will be sufficient to prove notice.
2. A notice of nonrenewal is not required if the policyholder is transferred to an insurer that is a member of the same insurance group as the previous insurer and notice of such transfer is given in the form adopted by rule by the Division of Insurance.
3. The policy provisions control if the policy provides for a notice of refusal to renew that exceeds 60 days.

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

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

Endorsement Effective Policy No. CAWC590333 Endorsement No.
Insured Premium:

Insurance Company Countersigned by_____

WC 40 06 05 B
(Ed. 4-06)

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Berkshire Hathaway GUARD Insurance Companies

Berkshire Hathaway GUARD
P.O. Box AH ● 39 Public Square
Wilkes-Barre, PA 18703-0020
570-825-9900 (Toll-Free 800-673-2465)
FAX 570-823-2059
www.guard.com

Important Alert for Policy #CAWC590333

Please read this important advance notice which outlines our policy for handling Workers' Compensation premium for subcontractors. If you have any questions or do not understand any portion of the explanation, we suggest you contact your agent immediately because the cost of your coverage may be affected at final audit time.*

Premium Charge for Subcontractors

If you hire subcontractors who do not have their own Workers' Compensation insurance, your premium calculation will be modified to include any amounts paid for their labor. This additional premium is addressed in Part Five C 2 of your policy and compensates us for the risk that one or more of these subcontractors (or one of the subcontractor's employees) will file a claim for benefits under your coverage.

Although subcontractors may appear to be independent businesses, claims filed by them (or their employees) are common after an injury. Under Workers' Compensation law, the legal definition of "employee" is much broader than the common understanding of that term. In addition, many states make you – as the contractor – automatically responsible for certain expenses due to work-related injuries to your independent subcontractors or their employees. Regardless of the state law, AmGUARD Insurance Company must pay legal fees under Part One of your policy to defend these claims and must also pay Workers' Compensation benefits in many cases.

For these reasons and in accordance with Part Five C 2 of your policy, we will charge appropriate additional premium unless the subcontractors have their own in-force Workers' Compensation coverage during your entire policy period, and you are able to provide acceptable proof of this coverage to us prior to completion of your final audit. Evidence of general liability insurance, pre-determinations or statements of independent contractor status, hold harmless agreements, etc. are not acceptable substitutes, and no exceptions will be made for sole proprietors or others on the grounds that such parties are not required to purchase (or cannot purchase) Workers' Compensation insurance. The risk of a claim against your policy from an uninsured subcontractor is the same, regardless of his or her reason for having no coverage. Furthermore, these additional charges will be imposed when applicable, even if exceptions have been granted to you by us or by another carrier in the past.

Please realize that premium may be charged for subcontractors hired by uninsured entities owned or controlled by you. Premium will be charged if the Rating Bureau rules in your state require the related entity to be combined in a single policy with the company we are insuring.

Ultimately, we believe this policy is in the best interests of all parties, and we hope that this advance notification will prevent any misunderstandings at a later date. As always, we thank you for selecting AmGUARD Insurance Company, and we look forward to serving you during the upcoming policy year.

Note: A "subcontractor" is a person or organization paid to assist you in providing a product or service to your customer or client (and not just to you). Workers' Compensation laws in most states presume that such vendors are "employees" who, therefore, often file claims seeking benefits.

COVENTRY SOUTH DAKOTA CASE MANAGEMENT PLAN EMPLOYEE NOTICE

Important Information About Medical Care If You Have a Work-Related Injury or Illness

Your employer has been made aware of your workers' compensation claim and is formally notifying you that they will manage your claim within the Coventry certified Case Management Program ("SD CMP"). Coventry, along with AmGUARD Insurance Company, will work with you to provide access to timely, effective and convenient medical care for your workers' compensation injury or illness.

Workers' compensation carrier:	AmGUARD Insurance Company
Contact Number:	800-673-2465
Certified SD CMP:	Coventry SD CMP

This is your Employee Notice which explains your role and responsibilities under this plan. It describes your rights in choosing medical care if you get injured at work. At the time of an injury, you will be sent this information to help you understand the program.

- **What is the SD CMP?**

The Coventry SD CMP is a comprehensive workers' compensation program certified by the South Dakota Department of Labor and Regulations. This program is designed to provide workers' compensation health care services to injured workers for their work-related injuries or illnesses.

Each SD CMP must include enough doctors in your area that specialize in work-related injuries. Providers agree to bill for the care provided for your injury and will not ask you to pay for any covered services.

- **How do I know I am covered under the SD CMP?**

You will receive communication from your insurer confirming they are supporting your workers' compensation claim and that services will be managed through the SD CMP.

- **Do I have to use the SD CMP?**

Yes, this is a mandatory program.

- **Where does the Coventry SD CMP Operate?**

The Coventry SD CMP is available in all counties.

- **Who chooses my doctor?**

You have the right to make the initial selection of the medical practitioner. You must notify your employer of your selection before treatment or as soon as reasonably possible after you receive your initial treatment.

- **Can I change doctors?**

Yes, you can change doctors; however, you must obtain written permission from the carrier before changing health care practitioners. You must also use a Coventry SD CMP Network provider unless a provider in the required specialty is not available within the Network. Contact the adjuster to make the request.

- **Can I obtain a second opinion about treatment of a work-related injury?**

Yes, you may obtain a second opinion at your own expense. Your employer and carrier may also request a second opinion with the doctor of their choice at their expense.

- **How do I find out more information about the network or which doctors are in my SD CMP?**

To learn more about the Coventry SD CMP, you may call your adjuster at 800-673-2465, or write to P.O. Box AH, 39 Public Square, Wilkes-Barre, PA 18703-0020. During normal business hours, a claims representative will be available to answer your questions and to direct you to the names of the doctors in the program. After normal business hours, you may leave a message and you will be contacted during the next business day.

COVENTRY
Workers' Comp Services

- **What happens if I get injured at work?**

Notify your supervisor. If you need emergency medical care, or need acute care after business hours, go to the nearest hospital or urgent care center or call the local emergency service line e.g. 911. You are not required to see a Network provider for emergency care. As soon as possible, tell your employer that you have had an injury at work.

If you do not have an emergency, but are injured and need care after normal business hours, you should go to the closest emergency room or urgent care center. You are not required to see a Network provider for after-hours care. As soon as possible, tell your employer that you have had an injury at work.

If you do not have an emergency but need care during normal business hours, you may go to any provider for your initial visit. If you need further care beyond your initial visit, you must use a provider within the Coventry SD CMP Network. You may locate a provider by calling your adjuster at 800-673-2465 or by visiting the Coventry website at www.coventrywcs.com.

- **What if I need subsequent care and the provider specialty is not in the Coventry SD CMP Network?**

You will need to contact your adjuster at the toll-free number noted above to obtain approval to go outside the Network. The adjuster will confirm that a provider in the specialty needed is not available within the Coventry Network and give you approval to go outside the network.

- **What if a SD CMP doctor leaves the Coventry SD CMP Network?**

If your provider terminates or is terminated from the network, the provider is obligated to advise you at the time you make the appointment. If this occurs, you will need to select another provider from the network.

- **What if there are no doctors in the Coventry SD CMP Network in my area?**

If you have difficulty in locating a physician or specialty within the Network, you will need to contact the adjuster at the toll-free number above to obtain approval to go out of network.

- **Are there any medical services that require prior approval before the services begin or to continue the services?**

Yes, a number of services require prior approval. Your provider should contact your carrier or Coventry to review your treatment plan.

Based on the proposed treatment, the SD CMP will send a certification recommendation. If you receive written communication from the Coventry SD CMP that services are non-certified due to lack of medical necessity, you will also receive instructions on how to appeal the non-certification decision.

- **How are SD CMP doctors paid?**

Coventry SD CMP providers are paid by the carrier for your health care. They will not ask you for payment or a deductible.

- **How do I file a Dispute?**

You have the right to file a complaint with the SD CMP if you are unhappy with your experience with the SD CMP or your network doctor. To file a dispute, follow the instructions on the Dispute attachment or you may contact Coventry at:

Coventry SD CMP Grievance Coordinator
3200 Highland Ave, Downers Grove, IL 60515
Phone (800) 262-6122 and Fax 630-737-2077

If you have further questions about the SD CMP, you may contact your adjuster or the Division of Labor and Management at 605-773-3681. You may also write to the division at 700 Governors Drive, Pierre, South Dakota 57501.

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact thereto commits a fraudulent insurance act and may be subject to criminal and civil penalties as prescribed by appropriate statutes

COVENTRY
Workers' Comp Services

COVENTRY SOUTH DAKOTA CASE MANAGEMENT PLAN EMPLOYEE LETTER FOR IMPLEMENTATION OR NEW HIRE

Date

Name
Address
City, State, Zip

Dear Employee:

This letter confirms that your employer and workers' compensation insurance carrier participate in the Coventry South Dakota Case Management Plan (SD CMP) effective 09/01/2014.

IN THE EVENT YOU HAVE A WORKERS' COMPENSATION INJURY OR ILLNESS, NOTIFY YOUR MANAGER OR HUMAN RESOURCES REPRESENTATIVE AS SOON AS POSSIBLE

Your claim will be managed under the Coventry SD CMP. Upon notice of your injury, your employer will distribute a copy of the Employee Notice, which conveys all the rules and responsibilities of the program.

We are pleased to offer you these workers' compensation services in the event you have a work-related injury or illness. If you have any questions about this workers' compensation MHCP program, feel free to contact your Human Resources representative.

AUTHORIZATION AND ATTESTATION ENDORSEMENT

This endorsement authorizes the insurance contract between you and the GUARD insurance company subsidiary listed on the INFORMATION PAGE of your insurance policy.

In Witness Whereof, this page executes and fully attests to this policy. If required by state law, the policy shall not be valid unless countersigned by our authorized representatives.

Authorizing signatures



Matthew O'Connor
General Counsel and Secretary



Adam Edelstein
President

Berkshire Hathaway GUARD Insurance Companies

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

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

Endorsement Effective Policy No. CAWC590333 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____
WC 99 00 00

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Berkshire Hathaway GUARD Insurance Companies

P.O. Box A-H
Wilkes-Barre, PA 18703-0020
570-825-9900
800-673-2465
www.guard.com

PRIVACY POLICY

Rev. February, 2020

WHAT DO BERKSHIRE HATHAWAY GUARD INSURANCE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

FACTS	Berkshire Hathaway GUARD Insurance Companies include: AmGUARD Insurance Company, AZGUARD Insurance Company, EastGUARD Insurance Company, NorGUARD Insurance Company, WestGUARD Insurance Company, GUARDCo, Inc., (a medical management affiliate).
Why?	Financial Companies choose how they share your personal information. Federal and State law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend upon the product or service you have with us. This information can include: • **Social Security Number, date of birth, driving record, income** • **Credit history, credit-based insurance scores, insurance claim history, payment history** When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies may need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	**Does Berkshire Hathaway GUARD share?**	**Can you limit this sharing?**
For our everyday business purposes– such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, comply with government agency examinations/procedures, or report your creditworthiness.	Yes	No
For our marketing/processing purposes– to offer our products and services to you. (We may also disclose information received from you with companies that perform services for us.)	Yes	No
For our affiliates' everyday business purposes– information about your transactions and experiences.	Yes	No
For our affiliates' everyday business purposes– information about your creditworthiness.	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	Yes	Yes

To limit our sharing	Call Customer Service at 1-800-673-2465 or visit us online at www.guard.com/privacy/. Please note: If you are a new customer, we can begin sharing your information 30 days from the date we provided this notice. When you are no longer our customer, we continue to share your information as described in this notice in accordance with applicable law. However, you can contact us at any time to limit our sharing in accordance with the table above.
Questions?	Call Customer Service at 1-800-673-2465.

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Who we are	
Who is providing this notice?	Berkshire Hathaway GUARD Insurance Companies (including property and casualty licensees AmGUARD Insurance Company, AZGUARD Insurance Company, NorGUARD Insurance Company, EastGUARD Insurance Company, and/or WestGUARD Insurance Company as well as GUARDCo, Inc.) is providing this notice. References in this form to "us", "we" or "our" refers to these companies.
What we do	
How do we protect your personal information?	To protect your personal information from unauthorized access and use, we implement security measures that comply with applicable law. These measures include computer safeguards and secured files and buildings.
How do we collect your personal information?	We collect your personal information, for example, when you: • apply for insurance • pay insurance premiums • file an insurance claim • give us your income information • give us your contact information. We also collect your personal information from others (such as credit bureaus, affiliates, or other companies) including, for example, from: • your insurance agent or producer • your transactions with our affiliates listed below or other consumer reporting agencies.
Why can't I limit all sharing?	Applicable law gives you the right to limit only: • sharing for affiliates everyday business purposes – information about your creditworthiness and insurability • affiliates from using your information to market to you • sharing for non-affiliates to market to you.
What happens when I limit sharing for a policy I hold jointly with someone else?	Your choices will apply to everyone on your policy.

Definitions	
Affiliates	*Companies (other than the companies identified in "Facts" above) that are related to us by common ownership or control of Berkshire Hathaway Inc. Affiliates can be financial and nonfinancial companies.*
Non-affiliates	*Companies not related to us by common ownership or control, which can be financial and nonfinancial companies.*
Marketing	*The promotion or advertising of insurance products or services to you. Marketing partners may include, but are not limited to, insurance licensees such as insurance agents appointed by us or their affiliates.*

Other Important Information

Important Information about Credit Reporting: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

For California Residents: If you opt out, we will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account. Please visit www.guard.com/privacy-policy/ to review our California Privacy Policy.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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SEPARATOR PAGE

WC000001A