

GP PLUMBING, LLC
2340 E Omega Dr
San Tan Valley, AZ 85143-4621

THANKS FOR SELECTING US



GP PLUMBING, LLC
2340 E Omega Dr
San Tan Valley, AZ 85143-4621

**In cooperation with
INSURANCE CONCEPTS & RISK
MANAGEMENT LLC**

A WARM WELCOME FROM Berkshire Hathaway GUARD AND INSURANCE CONCEPTS & RISK MANAGEMENT LLC!

INSURANCE CONCEPTS & RISK MANAGEMENT LLC and Berkshire Hathaway GUARD Insurance Companies are pleased to have the opportunity to serve you by providing the superior products and customer services you deserve. If you have a question about your Workers' Compensation Policy or have a particular need, our combined professional staff will be available to assist you.

Contact Your Agent for:

- *Any inquiries about coverage issues, features that have been incorporated into your policy, and endorsements.*
- *Requests for issuance of Certificates of Insurance.*

Phone: 602-368-8977
FAX: 602-368-9685

Available during regular business hours

Contact Berkshire Hathaway GUARD Insurance Companies for:

- *Any inquiries about billing when you are under a direct bill payment plan and receive statements in the mail from us.*
- *Questions about the status of a claim or available safety services.*

Phone: 800-673-2465
FAX: 570-823-2059
E-Mail: csr@GUARD.com

Monday through Friday; 8:00 AM to 7:30 PM EST
(E-mail and voice mail after hours)

To obtain copies of Posting Notices that may be required in your state as well as needed managed care and/or claims information that may need to be shared with your employees, visit:

www.guard.com/postingnotices

To report a claim or loss, call us immediately at 888-NEW-CLMS — 24 hours a day, seven days a week. The information below will be needed by you to complete this process. Specific instructions on reporting claims are included in the enclosed policy packet.

- YOUR POLICY NUMBER IS GPWC905834.
- YOUR INSURANCE CARRIER IS NorGUARD Insurance Company.
- YOUR POLICY EFFECTIVE DATE IS 12/21/2018.

We have also supplied a list of medical providers who are qualified to treat work injuries. Please review all attached documents carefully.

Additional value-added services available to all policyholders:

- *A unique Cooperative Care Program that integrates loss control, claims, and medical management activities and focuses on quality care for your injured employees and a fast return to work.*
- *A Fraud Special Investigative Unit and Hotline at 800-673-2465.*
- *AND MUCH MORE!*

We appreciate your business and look forward to the opportunity to serve your insurance needs. Please keep a copy of this letter with your Berkshire Hathaway GUARD Insurance Companies policy for future reference.

enclosed: Workers' Compensation Policy and a customized List of Providers

Policy Information Page

<p>[1] Named Insured and Mailing Address GP PLUMBING, LLC 2340 E Omega Dr San Tan Valley, AZ 85143-4621</p>	<p>Agency INSURANCE CONCEPTS & RISK MANAGEMENT LLC 7585 E Redfield Rd Ste 107 Scottsdale, AZ 85260 Agency Code: AZIROQ11</p>
<p>Federal Employer's ID 83-2267442</p>	<p>Insured is Limited Liability Co. (LLC)</p>

<p>[2] Policy Period From December 21, 2018 to December 21, 2019, 12:01 AM, standard time at the insured's mailing address.</p>

<p>[3] Coverage</p> <p>A. Workers' Compensation Insurance - Part One of this policy applies to the Workers' Compensation Law of the following states: Arizona</p> <p>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:</p> <table style="margin-left: 40px;"> <tr> <td>Bodily Injury by Accident - each accident</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Bodily Injury by Disease - each employee</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Bodily Injury by Disease - policy limit</td> <td style="text-align: right;">\$1,000,000</td> </tr> </table> <p>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.</p> <p>D. This policy includes these endorsements and schedules: See Extension of Information Page - Schedule of Forms</p>	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
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					

<p>[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)</p>
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Total Estimated Policy Premium	\$	1,970
Total Surcharges/Assessments	\$	0.00
Total Estimated Cost	\$	1,970.00

INTERNAL USE B)
MGA : GPWC905834
Date : 01/02/2019

Policy Information Page

Extension of Information Page

Schedule of Forms

WC000000C - STANDARD POLICY
WC000308 - PARTNERS, OFFICERS & OTHERS EXCL. END.
WC000403 - EXPERIENCE RATING MODIFICATION FACTOR
WC000404 - PENDING RATE CHANGE ENDORSEMENT
WC000414 - NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC000421D - CATASTROPHE(OTHER THAN CERT ACTS OF TERR
WC000422B - TERR RISK INS PROG REAUTHORIZATION ACT
WC000424 - AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC000425 - EXP. RATING MODIF. FACTOR REVISION END'T
WC020601A - AZ CANCELLATION ENDORSEMENT
WC990000 - AUTHORIZATION AND ATTESTATION END'T
WC990605A - AZ AMENDATORY ENDORSEMENT POLICY JACKET

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.)

Arizona

Classification	Code	Premium Basis: Total Estimated Annual Remuneration	Rate per \$100 Remuneration	Estimated Annual Premium
Effective: 12/21/2018-12/21/2019				
PLUMBING NOC & DRIVERS	5183	50,000.00	3.36	1,680
Increased Limits Emp Liability, 1000K/1000K/1000K	9812		1.1%	18
Amt to Bal Inc Lim				102
Total Estimated Annual Premium for AZ				1,800

Policy Totals

Total Estimated Standard Premium for Arizona				1,800
Catastrophe	9741	0.01	50,000	5
Terrorism AZ	9740	0.0105	50,000	5
Expense Constant				160
Minimum Premium AZ	\$792			
Total Estimated Annual Premium				1,970
Total Estimated Cost for GPWC905834				1,970

Policy Information Page

Policy Payment Terms

Payment Option: Direct Bill

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

Installment Plan
(prepared 01/02/2019)

Down Payment received 12/21/2018 - \$204.00

Installments*	Due Date
177.30	01/25/2019
177.30	02/21/2019
177.30	03/24/2019
177.30	04/21/2019
177.30	05/22/2019
177.30	06/21/2019
177.30	07/24/2019
177.30	08/21/2019
177.30	09/21/2019
177.30	10/23/2019

*Includes surcharges and state fees, if any. Installment fees (not included above) will also be charged with each installment due, unless the account is prepaid.

If a check is returned due to insufficient funds, a fee of \$20 will be assessed.

Payments received after the due date may be subject to a \$10 Late Fee.



Workers' Compensation and Employer's Liability Policy
NorGUARD Insurance Company - A Stock Co.
Policy Number GPWC905834
Renewal of NEW
NCCI No. [25844]

Partners, Officers, and Others Exclusion Endorsement

Policy Effective Date 12/21/2018
Issued To GP PLUMBING, 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:
Matthew Gitlin

INTERNAL USE B)
MGA : GPWC905834
Date : 01/02/2019

WC000308

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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 _____ at 12:01 A.M. standard time, forms a part of

(DATE)

Policy No. GPWC905834

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.

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. GPWC905834 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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 14 (Ed. 7-90)

NOTIFICATION OF CHANGE IN OWNERSHIP 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. GPWC905834 of the _____ (NAME OF INSURANCE COMPANY)

issued to _____
Authorized Representative

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

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

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

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

For purposes of this endorsement, the following definitions apply:

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

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

Schedule

State	Rate	Premium
AZ	0.010	5.00

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. GPWC905834

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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

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

Definitions

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

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

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

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

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

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

Limitation of Liability

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

Policyholder Disclosure Notice

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

(Ed. 1-15)

- 2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 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
AZ	0.011	\$5.00

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. GPWC905834

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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: 12/21/2018

Policy No.: GPWC905834

Endorsement No.:

Insured:

Premium

Insurance Company: NorGUARD Insurance Company

WC 00 04 24

Countersigned by _____

(Ed. 1-17)

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
AZ	Estimated Annual Premium Of \$ 1,970	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: 12/21/2018

Policy No.: GPWC905834

Endorsement No.:

Insured:

Premium

Insurance Company: NorGUARD Insurance Company

WC 00 04 24

Countersigned by _____

(Ed. 1-17)

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

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

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

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

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

Endorsement Effective 12/21/2018
Insured

Policy No. GPWC905834

Endorsement No.
Premium

Insurance Company

Countersigned by _____

NorGUARD Insurance Company

ARIZONA CANCELLATION AND NONRENEWAL ENDORSEMENT

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

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

D. Cancellation and Nonrenewal

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

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

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

Endorsement Effective
Insured

Policy No. GPWC905834

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

AUTHORIZATION AND ATTESTATION ENDORSEMENT

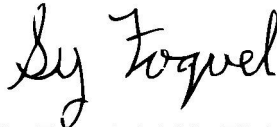
This endorsement authorizes the insurance contract between you and the GUARD insurance company subsidiary listed on the INFORMATION PAGE of your insurance policy.

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



Michael J. Dulin
General Counsel and Secretary



Sy Foguel, ACAS, FILAA
Chief Executive Officer and President



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
Insured

Effective Policy No. GPWC905834 Endorsement No.
Premium

Insurance Company
WC 99 00 00

Countersigned by _____

ARIZONA AMENDATORY ENDORSEMENT

The countersignature condition set forth in Authorization And Attestation Endorsement, WC 99 00 00, is replaced by this provision:

The lack of a countersignature does not invalidate the policy in Arizona.

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. GPWC905834

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

WC 99 06 05A
(Ed. 9-13)

Loss Control

As an insurer, we recognize that one of the best ways to protect our policyholders is by helping to prevent losses from occurring. While all claims cannot be eliminated (accidents happen!), certain proactive loss control measures can reduce the likelihood or the frequency/severity of occurrences. In other words, safety really does matter.

At Berkshire Hathaway GUARD, we offer a wide range of loss control resources and professional support at no additional charge. From online safety videos and downloadable educational flyers to risk-management help lines and policy-specific recommendations, we can help "a little" or "a lot" depending upon the need and level of interest from our policyholders and their agent.

On-Line Resources

Self-help tools available from our *Agency* and *Policyholder Service Centers* (accessible via www.guard.com) include:

- A large library of **loss control videos** (350 to be exact!) that can be streamed online and provide valuable advice on workplace safety, human resources issues, property management, driver safety, and more.
- Dozens of **educational flyers and posters** — most available in English and Spanish.
- A "Do-It-Yourself" **Workers' Comp Loss Control Program Guide** designed for smaller businesses and complete with easy-to-use accident investigation reports, hazard surveys, safety do's/don't's, and more.

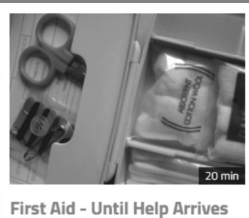
Customized Plans

For larger and more complicated accounts, the scope of our loss control efforts can encompass a number of activities such as regular risk-management consultations, analysis of loss data to review past incidents and identify recurrent patterns, assistance with recommendations, and help with implementing a formal safety committee or return-to-work program.

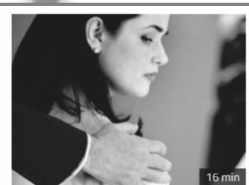
Professional Support/Help Lines

Need assistance getting started? Simply contact our expert Loss Control Unit at 570-825-9900 x. 1475 or losscontrol@guard.com with questions related to Workers' Comp, Property/Liability, or Commercial Auto coverage. Specialized help lines are also available for those seeking advice about Professional Liability issues. (Visit our *Agency/Policyholder Service Centers* for details.)

VIDEOS



First Aid - Until Help Arrives



Handling A Sexual Harassment Investigation



Property Management Safety - Resident Safety

Contact Us!

570-825-9900 x. 1475
losscontrol@guard.com



Berkshire Hathaway
GUARD Insurance
Companies



Berkshire Hathaway GUARD
P.O. Box A-H • 16 S. River Street
Wilkes-Barre, PA 18703-0020
570-825-9900 (Toll-Free 800-673-2465)
FAX 570-823-2059
www.guard.com

Important Alert for Policy #GPWC905834

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, Berkshire Hathaway GUARD Insurance Companies 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 Berkshire Hathaway GUARD Insurance Companies, 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.**



Privacy Policy

Berkshire Hathaway GUARD is committed to treating and using personal financial information about you and your employees responsibly. We will not disclose nonpublic, personal information about you and your employees to anyone except as permitted or required by law.

This disclosure is made on behalf of NorGUARD Insurance Company.

Collecting Information

We collect nonpublic, personal information from you about you and your employees to properly maintain and service your policy. This nonpublic, personal information may come from the following sources:

- Application Information and Other Forms. On the application for insurance or other forms completed by you, you provide us with most of the information we need to process policies and claims.
- Transaction Information. We may develop information about you and your employees based on transactions and experiences you have with us, our affiliates, or others.
- Third-Party Information. This is information that we receive to verify or supplement your application or claims.

Disclosing Information

In the course of conducting business and as permitted or required by law, we may share nonpublic, personal information about you and your employees with our affiliated companies. We do not disclose any nonpublic, personal information about you and your employees to any nonaffiliated third parties, except for the conduct of our business or as permitted or required by law. Information may be supplied to others providing business services for us. Additionally, we may provide information for audit or research purposes or to law

Securing Information

We restrict access to nonpublic, personal information about you and your employees to our employees who need to know the information necessary to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable regulations to guard the nonpublic,

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P.O. Box A-H • 16 S. River Street • Wilkes-Barre, PA 18703-0020
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A Current Copy of Our Privacy Policy is Always Available at www.guard.com

SEPARATOR PAGE

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