

INFORMATION PAGE

NCCI NO. 36609

Insurer: ClearPath Mutual Insurance Co.
200 Executive Park
Louisville, KY 40207-4202

POLICY NO.
WC100-0173529-2020A
PRIOR NO.

1. The Insured: Bronston Water Association Inc

Legal Entity Type: Association, Labor Union Religious Organization

DBA:

Federal Employer ID: 610847213

Mailing address: PO Box 243, Bronston, KY 42518

Other workplaces not shown above: SEE LOCATION SCHEDULE

2. The policy period is from 2/9/2020 to 2/9/2021 12:01 a.m. standard time at the insured's mailing address.

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

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	\$500,000	each accident
Bodily Injury by Disease	\$	\$500,000	policy limit
Bodily Injury by Disease	\$	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states not shown in 3.A. except ND, OH, WA, WY.

D. This policy includes these endorsements and schedules: SEE ENDORSEMENT SCHEDULE

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

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
SEE CLASSIFICATION SCHEDULE				
Interstate Risk ID:				
Intrastate Risk ID:				

Total Estimate Annual Premium: \$2,466

Minimum Premium: \$500

Expense Constant: \$160

Countersigned by:



Mutual Insurer: 36609
 ClearPath Mutual Insurance Co.
 200 Executive Park
 Louisville, KY 40207
 (800) 367-5372

Workers Compensation and Employers Liability Insurance Policy

Policy Number:	Policy Period	
	From	To
<u>WC100-0173529-2020A</u>	Effective: 2/9/2020	Expiration: 2/9/2021

EXTENSION OF INFORMATION PAGE ITEM 3D

ITEM 1. Named Insured and Address	Agency
Bronston Water Association Inc PO Box 243 Bronston, KY 42518	Tiffany Grimando AssuredPartners NL, LLC 1945 Scottsville Road Ste100 Bowling Green, KY 42104

SCHEDULE OF ENDORSEMENTS

Item 3D Continued

STATE	NUMBER	DESCRIPTION OF ENDORSEMENT
KY	KY Posting	Notice to Employers
	WC 99 04 01	Classification Schedule
	WC 99 06 04	Installment Schedule
	WC 99 06 01	Location Schedule
	WC 00 04 14	Notification of Change in Ownership Endorsement
	WC 00 04 19	Premium Due Date Endorsement
	WC 00 04 21 D	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
	WC 00 04 22 B	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
	WC 00 01 15	Terrorism Risk Insurance Program Reauthorization Act of 2015
	WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
KY	WC 16 06 01	Kentucky Cancellation and Nonrenewal Endorsement
KY	WC 16 06 02	Kentucky Notice of Appeal Rights Endorsement
KY	WC 16 03 05	Kentucky Part One Workers Compensation Insurance Endorsement
	WC 00 00 00 C	Workers Compensation and Employers Liability Insurance Policy
	Privacy	Privacy Notice

INSURER:
ClearPath Mutual Insurance Co.

POLICY NUMBER: WC100-0173529-2020A
NAIC COMPANY NUMBER: 16273

WORKERS COMPENSATION CLASSIFICATION SCHEDULE

State of: KY Unit: 1
Named Insured: Bronston Water Association Inc Effective Date: 2/9/2020
Federal Tax ID: 610847213 12:01 A.M. Standard Time
Producer Name: AssuredPartners NL, LLC Producer Number:67-3

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Waterworks Operation & Drivers	7520	\$94,385	2.30	2,171
Clerical Office Employees Noc	8810	\$33,184	0.10	33
Total Manual Premium				2,204
Employers Liability Increased Limit Charge 500/500/500		0.8%		18
EL Minimum Premium Adjustment				57
Subject Premium				2,279
Experience Mod		1.00		0
Modified Premium				2,279
Standard Premium				2,279
Expense Constant				160
Terrorism Act		0.7%		9
DTEC Act		1.4%		18
Policy Premium				2,466
KY Tax		6.41%		158
Total Premium & Surcharges				2,624

INSURER:

ClearPath Mutual Insurance Co.

POLICY NUMBER: WC100-0173529-2020A**NAIC COMPANY NUMBER:** 16273**INSTALLMENT SCHEDULE**

State of: KY

Effective Date: 2/9/2020

Named Insured: Bronston Water Association Inc

12:01 A.M. Standard Time

Producer Name: AssuredPartners NL, LLC

Producer Number:67-3

Policy Unit Name: Bronston Water Association Inc

Policy Unit No.: 1

Initial Payment Items:

Subsequent Payment Items:

Due Date**Transaction Type****Amount Due**

2/9/2020

Installment 1

\$2,624

Total

\$2,624

INSURER:
ClearPath Mutual Insurance Co.

POLICY NUMBER: WC100-0173529-2020A
NAIC COMPANY NUMBER: 16273

LOCATION SCHEDULE

State of: KY

Effective Date: 2/9/2020

Named Insured: Bronston Water Association Inc

12:01 A.M. Standard Time

Producer Name: AssuredPartners NL, LLC

Producer Number:67-3

Insured Unit Mail Name: Bronston Water Association Inc

Unit: 1

Kentucky

Workplace: 1

Bronston Water Association Inc

2013 Highway 90
Bronston, KY 42518
Tax Id: 61-0847213

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

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

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

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

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

Endorsement Effective 2/9/2020
Insured Bronston Water Association Inc

Policy No. WC100-0173529-2020A

Endorsement No. 0
Premium \$2,466

Insurance Company
ClearPath Mutual Insurance Co.

Countersigned by



PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:

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 date of the billing.**

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 2/9/2020
Insured Bronston Water Association Inc

Policy No. WC100-0173529-2020A

Endorsement No. 0
Premium \$2,466

Insurance Company
ClearPath Mutual Insurance Co.

Countersigned by



CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

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

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - 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.

State	Schedule Rate	Premium
KY	1.40%	\$18.00

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 2/9/2020	Policy No. WC100-0173529-2020A	Endorsement 0
Insured Bronston Water Association Inc		Premium \$2,466

Insurance Company ClearPath Mutual Insurance Co.

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.

(Ed. 1-15)

- 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.
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
KY	0.70%	\$9.00

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 2/9/2020
Insured Bronston Water Association Inc

Policy No. WC100-0173529-2020A

Endorsement 0
Premium \$2,466

Insurance Company ClearPath Mutual
Insurance Co.

Countersigned by



WC 00 04 22 B
(Ed. 1-15)

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015**

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

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

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

Endorsement Effective

Policy No. WC100-0173529-2020A

Endorsement No.

0

Premium: \$2,466

Insured Bronston Water Association Inc

Insurance Company
ClearPath Mutual Insurance Co.

Countersigned by



WC 00 01 15

(Ed. 1-20)

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 2/9/2020
Insured Bronston Water Association Inc

Policy No. WC100-0173529-2020A

Endorsement No. 0
Premium \$2,466

Insurance Company
ClearPath Mutual Insurance Co.

Countersigned by



WC 00 04 25

KENTUCKY PART ONE WORKERS COMPENSATION INSURANCE ENDORSEMENT

This endorsement modifies the insurance policy to which it is attached and applies to the insurance provided by this policy because Kentucky is shown in Item 3.A. of the Information Page.

F. 3. of Part One, Workers Compensation Insurance of the policy is replaced by the following:

F. Payments You Must Make

- 3. you fail to comply with a health or safety law or regulation; provided that, however, we are responsible for payment of any amounts in excess of the benefits regularly provided under the workers compensation law of this state if an accident is caused in any degree by the intentional failure of the employer to comply with any specific statute or lawful administrative regulation made thereunder, communicated to the employer and relative to the installation or maintenance of safety appliances or methods as provided in KRS 342.165(1); or

Except for any payments for which we are responsible as provided in Section F.3. above, 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.

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 2/9/2020
Insured Bronston Water Association Inc

Policy No. WC100-0173529-2020A

Endorsement No. 0
Premium \$2,466

Insurance Company
ClearPath Mutual Insurance Co.

Countersigned by



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

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

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

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

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

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

C. Exclusions

This insurance does not cover:

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

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

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

(Ed. 1-15)

F. Other Insurance

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

G. Limits of Liability

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

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

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

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

H. Recovery From Others

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

I. Actions Against Us

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

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

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

PART THREE

OTHER STATES INSURANCE

A. How This Insurance Applies

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

B. Notice

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

PART FOUR

YOUR DUTIES IF INJURY OCCURS

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

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

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

B. Classifications

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

C. Remuneration

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

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

D. Premium Payments

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

E. Final Premium

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

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

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

(Ed. 1-15)

PART SIX—CONDITIONS

A. Inspection

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

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

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

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

D. Cancellation

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

E. Sole Representative

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

DATE OF ISSUE: 1/17/2020

NAMED INSURED: Bronston Water Association

<u>COVERAGE SUMMARY</u>	<u>ANNUAL PREMIUM</u>
Commercial Property & System Breakdown Blanket Limit - Limit \$3,159,000 - Ded. \$500	\$ Included
Inland Marine - Limit \$11,884 - Ded. \$250	\$ Included
General Liability - Payroll \$115,000 (Not auditable) - Ded. \$0 Limits \$3,000,000 Agg. - \$1,000,000 Occ., and Medical \$10,000 Includes Failure to Supply and Named Pollution Coverage - See next page Dam Collapse & Downstream Exclusion Damage to Premises Rented - \$100,000	\$ Included
Wrongful Acts & Professional Liability - Occurrence form - Ded. \$1,000 Limit \$3,000,000 Agg - \$1,000,000 Per Claim - Retro Date 02/09/20	\$ Included
Employment Practices Liability - Claims Made form - Ded. \$1,000 Limit \$3,000,000 Agg - \$1,000,000 Per claim - Retro Date 02/09/09	\$ Included
Commercial Crime - Employee Theft \$300,000, F&A \$25,000, Computer Fraud \$10,000, & Money \$10,000 - Ded \$500	\$ Included
Business Automobile - # of vehicles <u>3</u> Liab. Limit \$1,000,000 - Ded. Comprehensive \$500 & Collision \$500 UM/UIM Limit - \$1,000,000 PIP - Included Hired & Non-Owned Auto Liability Limit - \$1,000,000 Hired Physical Damage - \$35,000 - Comp Ded. \$100 and Coll Ded. \$500	\$ Included
TOTAL PREMIUM	\$ 12,802.00
State Surcharge (Not included in total)	\$ 784.13
Policy Fee (Not included in total)	\$ 200.00
<u>Optional Coverages</u>	
Terrorism - Required when BINDING (See attached form)	\$ 80.00

PROPOSAL ACCEPTANCE

COVERAGE WILL BE **BOUND FOR 10 DAYS** PENDING RECEIPT OF PAYMENT,
after that coverage will lapse.

PLEASE **CHECK APPROPRIATE LINE** AND RETURN.

PLEASE BIND AS QUOTED ABOVE.

W Signature Vickie Remy Date 2/3/2020

PLEASE DO NOT RENEW COVERAGE.

____ Signature _____ Date _____

PLEASE BE ADVISED

ALL COVERAGE OVERVIEWS WITHIN THIS PROPOSAL ARE GIVEN HERE FOR ILLUSTRATIVE PURPOSES ONLY. PLEASE BE CERTAIN TO READ THE POLICY IN ITS ENTIRETY FOR ITS COMPLETE DETAILS, DEFINITIONS, TERMS AND CONDITIONS, LIMITATIONS, AND EXCLUSIONS. INDICATIONS ARE JUST THAT, AND ARE SUBJECT TO FURTHER NEGOTIATIONS AND ADDITIONAL INFORMATION.

DATE OF ISSUE: 1/17/2020
NAMED INSURED: Bronston Water Association

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Business Automobile - # of vehicles <u>3</u> Liab. Limit \$1,000,000 - Ded. Comprehensive \$500 & Collision \$500 UM/UIM Limit - \$1,000,000 PIP - Included Hired & Non-Owned Auto Liability Limit - \$1,000,000 Hired Physical Damage - \$35,000 - Comp Ded. \$100 and Coll Ded. \$500	\$ Included
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State Surcharge (Not included in total)	\$ 784.13
Policy Fee (Not included in total)	\$ 200.00
Optional Coverages	
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PROPOSAL ACCEPTANCE

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after that coverage will lapse.

PLEASE **CHECK APPROPRIATE LINE** AND RETURN.

PLEASE BIND AS QUOTED ABOVE. UL Signature Urckel Roman Date 2-2-2020
PLEASE DO NOT RENEW COVERAGE. _____ Signature _____ Date _____

PLEASE BE ADVISED

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Pd 2/3/2020
\$16,410.13 # 16055

Workers Compensation and Employers Liability Quote

Applicant:
 Bronston Water Association Inc
 PO Box 243
 Bronston, KY 42518

Agency: 67-3
 AssuredPartners NL, LLC
 1945 Scottsville Road Ste100
 Bowling Green, KY 42104-0000

Proposed Effective Date: 2/9/2020
 Quote Date: 11/8/2019
 Quote Expires: 30 days from effective date

Employers Liability:
 Bodily Injury By Accident \$500,000 Each Accident
 Bodily Injury By Disease \$500,000 Policy Limit
 Bodily Injury By Disease \$500,000 Each Employee

Unit 1 - Bronston Water Association Inc - Kentucky

From: 2/9/2020 to 02/09/2021

Classifications	Code No.	Total Estimated Annual Remuneration	Rate Per \$1000 Remuneration	Estimated Annual Premium
Waterworks Operation & Drivers	7520	\$94,385	2.30	2,171
Clerical Office Employees Noc	8810	\$33,184	0.10	33

Total Manual Premium		\$2,204
500/500/500	0.8%	\$18
EEL Minimum Premium Adjustment		\$57
Subject Premium		\$2,279
Experience Mod	1.00	\$0
Modified Premium		\$2,279
Standard Premium		\$2,279
Expense Constant		\$160
Terrorism Act	0.7%	\$9
DTEC Act	1.4%	\$18
Policy Premium		\$2,466
KY Tax	6.41%	\$158
Total Estimated Premium		\$2,624

This is a quotation only and is not a binder of insurance or a guarantee of insurability. The earliest effective date available is the day the money is received in our office. The Total to Remit amount must be received prior to, or on, the proposed effective date.

Workers Compensation and Employers Liability Quote

Applicant:
Bronston Water Association Inc
PO Box 243
Bronston, KY 42518

Agency: 67-3
AssuredPartners NL, LLC
1945 Scottsville Road Ste 100
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Quote Date: 11/8/2019
Quote Expires: 30 days from effective date

Employers Liability:
Bodily Injury By Accident \$500,000 Each Accident
Bodily Injury By Disease \$500,000 Policy Limit
Bodily Injury By Disease \$500,000 Each Employee

Bronston Water Association Inc Billing Schedule

1 - Bronston Water Association Inc - Kentucky

Billing Payment Mode: 25% Down 9 Installments

Initial Payment Items

Premium	\$610
Domestic Terrorism Insurance A	\$5
Terrorism Insurance Act Charge	\$2
KY Tax	\$40
Total to Remit	\$657

Invoice Schedule	
Due Date	
02/09/2020 Down Payment 0	\$657
04/09/2020 Installment 1	\$218
05/09/2020 Installment 2	\$218
06/09/2020 Installment 3	\$218
07/09/2020 Installment 4	\$218
08/09/2020 Installment 5	\$218
09/09/2020 Installment 6	\$218
10/09/2020 Installment 7	\$218
11/09/2020 Installment 8	\$217
12/09/2020 Installment 9	\$224
Total	\$2,624

This is a quotation only and is not a binder of insurance or a guarantee of insurability. The earliest effective date available is the day the money is received in our office. The Total to Remit amount must be received prior to, or on, the proposed effective date.