

Renewal

Inception Date: 01/05/2024

Policy Number: C090 C139797902

DIRECT BILL

Branch: 003

Agent Code: 007681A

Agent: MICHAEL EHRENFELD COMPANY
MICHAEL EHRENFELD COMPANY
2655 Camino Del Rio North, Suite 200
San Diego, CA 92108

Insured: GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
C/O NEW CITY AMERICA
2210 COLUMBIA STREET
SAN DIEGO CA 92101



Dear Zenith Policyholder:

Thank you for choosing Zenith for your workers' compensation insurance needs. We are very pleased to enclose your renewal policy. As **The Workers' Compensation Specialists**, we have more than 60 years of experience helping a broad spectrum of businesses control their workers compensation costs over time. Zenith provides resources to help keep your employees safe from workplace injuries and to effectively manage claims when they do occur. Some of the benefits of insuring with Zenith include:

- | Zenith is financially strong with an **A.M. Best rating of A (Excellent)**
- | Zenith helps businesses with **Safety & Health** resources and services
- | Zenith provides local **Experienced Claim Handling** with 24/7 online account services
- | Zenith uses **Quality Medical Care** providers emphasizing effective medical outcomes
- | Zenith is an industry leader in **Aggressively Fighting Fraud and Abuse** to help reduce claims costs.

More information is available on our website at www.thezenith.com.

Important information about your renewal policy:

Note that the attached policy also serves as our renewal premium quotation as required by California statute. You will receive a separate deposit premium invoice for this policy in the next few days. To keep your policy active, you will need to pay the deposit premium by the due date noted on the invoice.

- | Your renewal information and a copy of the policy have been sent to your agent.
- | Please contact your agent if there have been changes to your ownership, operations or if the payrolls the policy do not accurately reflect your projections for the coming policy term. Your agent will work with us to endorse changes or updates.

If you choose not to accept the renewal policy, specific instructions for declining your renewal policy are attached.

Zenith appreciates your business. We look forward to continuing to serve your workers' compensation needs.

TheZenith®

A FAIRFAX Company

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE DECLINATION AND CANCELLATION OF RENEWAL POLICY

If you elect to decline the enclosed workers' compensation renewal policy, please notify your agent and complete the form below and return it immediately to:

Fax: 800-333-8765; or
Email: zsbsupport@thezenith.com; or
Mail: Zenith Insurance Company
Zenith Small Business
21255 Califa Street
Woodland Hills, CA 91367-5021

YOU MUST RETURN THIS NOTICE TO US BEFORE THE RENEWAL POLICY INCEPTION DATE TO AVOID THE APPLICATION OF ANY SHORT-RATE CANCELLATION CHARGES. PLEASE SEE ENDORSEMENT WC 04 04 22 IN YOUR ENCLOSED RENEWAL POLICY FOR DETAILS REGARDING THE APPLICATION AND CALCULATION OF THE SHORT-RATE CANCELLATION CHARGE.

For more information or help completing the form below, please call Zenith's Small BusinessTeam at 800-333-6445.

I hereby decline my workers' compensation renewal policy. If this notice is provided after the renewal policy inception date, I hereby elect to cancel my renewal policy.

Policyholder

Name: _____ Policy#: _____

Owner/Officer

Signature: _____ Date: _____

Print Name and Title: _____

Forwarding Address*: _____

If coverage has been placed with another insurance company or business closed or sold please provide the following information and supporting documentation. If you provide this notice after the renewal policy inception date, the following information and supporting documentation must be provided in order to process your cancellation.

Name of Insurance carrier: _____ as of: ____ / ____ / ____
(Provide a copy of the declarations page of your new policy)

Business closed or sold on: ____ / ____ / ____
(Date business closed or Date escrow closed. Provide supporting documentation)

*If the business closed or sold, include your forwarding mailing address in order for us to process your declination and cancellation form.



Renewal Checklist

- 1. Sign up to view your policy, billing, and claims information online, and for access to Zenith Solution Center[®].**
 - As a Zenith policyholder, you get free, 24/7 access to view your policy, claims summary, payment, and billing information. You also get access to Zenith Solution Center with comprehensive risk management and safety resources specific to your industry, as well as training programs, compliance tools, Human Resources (HR) best practices, and more. To sign up for online access, including Zenith Solution Center, go to TheZenith.com[®].
- 2. Comply with state workers' compensation posting notice requirements.**
 - Display your state's workers' compensation posting notice in an area(s) frequented by employees. You can download or order state posting notices through Zenith Solution Center. See page two for a list of states with posting requirements.
- 3. Review your workplace safety and health practices.**
 - Review your written safety, health, and wellness programs. If you do not have written programs, we offer templates and other resources through Zenith Solution Center.
 - Take advantage of the wealth of training and resources available through Zenith Solution Center to help you foster a culture of safety in the workplace.
 - If a workplace injury occurs, conduct an internal incident investigation to find out how the injury occurred. Log in to Zenith Solution Center to download an incident investigation report form.
 - Check out the special discounts we've arranged for you with on safety and risk control-related products and services. Take advantage of these offers to help reduce claims and keep your employees safe at work.
- 4. Proactively manage claims.**
 - Provide your employees with the name, phone number, and address of the medical provider and/or clinic you've chosen to treat workplace injuries or illnesses.
 - Report a workplace injury to Zenith within 24 hours of notice. See below for instructions.
 - Notify Zenith of the date of treatment, plus the name and address of the medical provider you referred your employee to within 24 hours.
 - Check in once a week with injured employees to let them know you care, and to keep them connected to the workplace.
 - Establish a return-to-work (RTW) program before an injury occurs. Log in to Zenith Solution Center to access RTW program resources, a comprehensive library of functional job descriptions, transitional work checklists, and examples.
 - If you suspect fraud or abuse, contact our Special Investigation Unit at 866-296-4748. You can review the Red Flags on TheZenith.com.
- 5. Prepare for your final payroll audit.**
 - Begin organizing your payroll records for the expiring policy period including all payroll registers, individual earnings records, quarterly payroll tax returns, W-2's, 1099's, etc. Be sure to have payroll clearly segregated by class code in order to make the audit process easier. Depending on premium size you may receive a final audit payroll report to complete by mail or a physical visit by one of our premium auditors. To learn more about premium audit, visit TheZenith.com.

Report an Injury

Please have the following information available when you report a claim:

1. Your policy number
2. Description, date, and time of incident
3. Injured employee's name, address, Social Security number, date of hire, occupation, wages, and date of birth
4. If the employee received medical attention for the injury prior to your call, the name, address, and phone number of the medical provider

Report online: TheZenith.com

Report by phone: 800-440-5020

Report by email: firstcallnewclaim@TheZenith.com

Report by fax: 800-440-5022

Be sure your employee gets medical treatment as soon as possible. To find a medical provider, visit TheZenith.com.

Review page two of this document for certain state-specific information

If you need assistance, contact Customer Service at 800-440-5020 or CustomerService@TheZenith.com.

California

- Display the double-sided posting notice, "Notice to Employees – Injuries Caused by Work," in all work locations frequented by employees. If you have Spanish-speaking employees, display the notice in Spanish.
- Provide new employees with a copy of the California Time of Hire Notice. Enter your policy expiration date on page three of the notice before distributing.
- When an employee reports a work-related injury or illness, give them a copy of the Time of Injury Notice with a copy of the California DWC-1 form within 24 hours.

Georgia

- Display the panel of medical providers sent to you by Zenith.

Florida

- Display the Florida posting notice with the up-to-date policy information. Zenith will send you this notice each year upon policy renewal.
- Contact Zenith's Safety & Health team for information about the safety program premium credit available for Florida policyholders.
- Conduct post-accident drug testing if a workplace injury occurs and you have a drug-free workplace program.

Maryland

- Maryland requires the state posting notice be printed on 8.5" x 14" yellow or goldenrod colored paper. If you are unable to print the posting notice according to this requirement, order copies through Zenith Solution Center.

Mississippi

- Provide employees hired within the last year a copy of the Mississippi Workers' Compensation Commission Employee Facts, which explains employee rights under the workers' compensation law. A copy of this form is included in the Mississippi Kit that can be downloaded or ordered from Zenith Solution Center.
- Optional: If you haven't already, consider implementing a drug and alcohol testing policy. You may qualify for a premium discount if your policy complies with specific laws and regulations. A copy of the Notice Concerning the 1997 Drug-Free Workplace WC Premium Reduction Acts included in the Mississippi Kit that can be downloaded or ordered from Zenith Solution Center.

New Jersey

- Provide all new employees with a copy of your designated workers' compensation provider panel.

Pennsylvania

- Provide all new employees with a copy of your designated workers' compensation provider panel and secure a signed employee acknowledgment form.
- Provide all new employees with the Workers' Compensation Information Notice. You may reproduce this or place the content on your own letterhead. Note: The form is double-sided. A copy of this letter is included in the Pennsylvania Kit that you can download from Zenith Solution Center.

Texas

Zenith Healthcare Network (ZHCN) participants:

- Provide all new employees with a copy of the Notice of Network Requirements (NONR) packet within three days of being hired, and document your delivery date and method.
- Provide injured employees with the ZHCN NONR and the Texas DWC-1 form within 24 hours.
- If a workplace injury occurs, authorize medical treatment for with a ZHCN provider within 24 hours.

States Requiring Posting Notices	
Alabama	Mississippi
Alaska	Missouri
Arizona	Montana
Arkansas	Nevada
California	New Jersey
Colorado	New Mexico
Connecticut	New York
Delaware	North Carolina
Florida	Oklahoma
Georgia*	Oregon*
Hawaii	Pennsylvania
Idaho	Rhode Island
Illinois	South Carolina
Indiana	South Dakota
Kansas	Tennessee
Kentucky	Texas
Louisiana	Utah
Maine	Vermont
Maryland	Virginia
Massachusetts	Washington DC
Minnesota	West Virginia
<p>*Note: The Georgia posting notice is issued separately by Zenith and lists medical providers in your area. The Oregon posting notice is issued separately from the Oregon Workers' Compensation Division.</p>	

Questions?

Call Customer Service at
800-440-5020, or email
CustomerService@
TheZenith.com

POLICYHOLDER NOTICE**YOUR RIGHT TO RATING AND DIVIDEND INFORMATION****I. Information Available to You****A. Information Available from Us**

- (1) General questions regarding your policy should be directed to:

ZNAT Insurance Company
P.O. Box 9055
Van Nuys, CA 91409-9055
800-440-5020
877-280-4701
billingquestions@thezenith.com
www.thezenith.com

- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). WCIRB contact information is: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at wcirb.com.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).

(3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to:

ZNAT Insurance Company, P.O.BOX, 9055, Van Nuys, CA 91409-9055, Phone; 800-440-5020, FAX; 877-280-4701, Email: billingquestions@thezenith.com Website: www.theZenith.com.

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

B. Disputing the Actions of the WCIRB. If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: **WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and customerservice@wcirb.com (email).**

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: **WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Complaints and Reconsideration.** The WCIRB's contact information is 888.229.2472 (phone), 415.371.5204 (fax) and customerservice@wcirb.com (email).

- C. **California Department of Insurance – Appeals to the Insurance Commissioner.** After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau
California Department of Insurance
1901 Harrison Street, 3rd Floor Mailroom
Oakland, CA 94612
415.538.4243

You have the right to a hearing before the insurance commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

- A. **Policyholder Ombudsman.** Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415.778.7159 (phone), 415.371.5288 (fax) and ombudsman@wcirb.com (email).
- B. **California Department of Insurance – Information and Assistance.** Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800.927.HELP (4357) or insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE
CALIFORNIA WORKERS' COMPENSATION
INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

CALIFORNIA WORKERS' COMPENSATION INSURANCE
NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
 - (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
 - (B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE**CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE**

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

PAYROLL RECORD AND AUDIT REQUIREMENTS FOR DUAL WAGE CONSTRUCTION OR ERECTION CLASSIFICATIONS

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

Your policy includes one or more construction or erection classifications. Dual wage classifications are pairs of classifications that describe the same construction or erection operation yet are assigned based upon whether the employee's hourly wage is above or below a specified threshold. Each pair of dual wage classifications contains one "high wage" classification that is assignable to payrolls earned by employees whose regular hourly wage equals or exceeds a specified wage threshold and one "low wage" classification that is assignable to payrolls earned by employees whose regular hourly wage is less than the specified threshold.

Payroll Record Requirements

The assignment of a high wage classification is contingent on verifying that the employee's hourly wage equals or exceeds the specified wage threshold. The determination of the regular hourly wage for any non-salaried employee must be supported by one of the following sources:

- Original time cards or time book entries for each employee. Original records must include the operations performed, the total hours worked each day and the times the employee started and ended each work period throughout the workday. At job locations where all of the employer's operations cease for a uniform unpaid meal period, recording the start and stop times of the uniform break period is not required.
- A valid collective bargaining agreement that shows the regular hourly wage rate by job classification of a worker. If using a collective bargaining agreement, the records must include an employee roster by job classification that permits the reconciliation of individual employees to the job classifications set forth in the collective bargaining agreement.

The non-salaried employee's regular hourly wage shall be determined by dividing that employee's total remuneration by the hours worked during the pay period, irrespective of whether the employee is paid on an hourly, piecework, production or commission basis.

The payroll earned by any non-salaried employees for whom the records specified above are not maintained and/or made available will be assigned to the low wage classification that describes the operations performed.

The regular hourly wage of salaried employees is determined by dividing the total annual remuneration by 2000 hours. If an employee is salaried for less than 12 months, the regular hourly wage for the salaried period is calculated on a prorated basis.

Audit Requirements

If your policy has an effective date on or after January 1, 2020 and produces a final premium of \$10,500 or more, a physical audit is required at least once a year; if it produces a final premium of less than \$10,500 and develops payroll in a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

If you hold a C-39 Roofing Contractor license from the California Contractors State License Board, a physical audit is required on the complete policy period of each policy regardless of the amount of final premium. See California Insurance Code Section 11665(a) for additional requirements regarding the audit of C-39 license holders.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY



ZNAT Insurance Company
A Stock Insurance Company
Corporate Offices
Woodland Hills, California

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

GENERAL SECTION

A. The Policy

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

B. Who Is Insured

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

C. Workers' Compensation Law

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

D. State

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

E. Locations

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

PART ONE – WORKERS' COMPENSATION INSURANCE

A. How This Insurance Applies

This Workers' Compensation Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

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

B. We Will Pay

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

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable

by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

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

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

E. Other Insurance

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

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

PART TWO – EMPLOYERS' LIABILITY INSURANCE

A. How This Insurance Applies

This Employers' Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

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

B. We Will Pay

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

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

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

out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusion

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 USC Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 USC Sections 1331 et seq.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Mine Safety and Health Act (30 USC 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 USC 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 USC Sections 1801 et seq.) and under any other federal law

awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

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

F. Other Insurance

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

G. Limits of Liability

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

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

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

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

disease. The limit shown for “bodily injury by disease-each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

H. Recovery From Others

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

help us enforce them.

I. Actions Against Us

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

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

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

PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers’ compensation law of that state if we are not

permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

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

PART FOUR – YOUR DUTIES IF INJURY OCCURS

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

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

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

PART FIVE – PREMIUM

A. Our Manuals

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

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.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis

includes payroll and all other remuneration paid or payable during the policy period for the services of:

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

D. Premium Payments

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

E. Final Premium

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

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

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

F. Records

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

G. Audit

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

PART SIX - CONDITIONS

A. Inspection

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

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be

transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

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

IN WITNESS WHEREOF, THE INSURER NAMED ON THE INFORMATION PAGE has caused this policy to be signed by its Chief Executive Officer and Secretary.



SECRETARY



CHIEF EXECUTIVE OFFICER

Includes copyright material of the National Council on Compensation Insurance, used with its permission.

IMPORTANT REMINDER

Dear Policyholder:

It is imperative that you notify your agent IMMEDIATELY when you hire employees and/or begin operations in any state not listed in PART 3.A. on the INFORMATION PAGE of your policy.

Failure to comply with statutory requirements in many states may result in substantial fines to you.

ZENITH INSURANCE COMPANY AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY FINES ASSOCIATED WITH YOUR FAILURE TO SECURE COVERAGE FOR STATES NOT LISTED IN PART 3.A. ON THE INFORMATION PAGE OF YOUR POLICY.

Please contact your agent immediately with any questions.

Thank you. We appreciate your cooperation.

TheZenith®



PRIVACY NOTICE

Zenith values its relationship with you and your employees. We understand the importance of protecting nonpublic personal information that you or your employees may disclose to us. This Privacy Notice outlines our privacy practices concerning nonpublic personally identifiable information, not corporate information, about you, your employees or claimants under your workers' compensation insurance policies.

Information We Collect

Zenith collects nonpublic personal information about you, your employees or claimants under your policy when it is necessary to conduct the business of insurance. Such information may include policyholder or claimant name, address, telephone number, social security number, date of birth, assets, medical information related to underwriting and claims, and insurance coverage information. We may receive this information from:

- You or your agent through the application or other forms which you may complete
- You or others through the process of handling a claim, such as an accident report
- Your business dealings with us and other companies, including information about previous claims or accidents
- Consumer reporting agency or insurance support organization or other third party. Reports we receive may be kept by that agency or organization and disclosed to others.

Information We Disclose

We do not disclose nonpublic personal information about you, your employees or claimants under your insurance policy to anyone, except as required or permitted by law. The law permits us to disclose, in the course of our general business practices, information, as previously described, to (1) a third party to perform a business, professional or insurance function for us, (2) an insurance company, agent, or insurance support organization to detect or prevent fraud, criminal activity or misrepresentation in connection with an insurance transaction, (3) an insurance company, agent or insurance support organization to perform a function in connection with an insurance transaction involving you, (4) a medical care provider in order to verify coverage or benefits, (5) an insurance regulatory authority, or law enforcement or other governmental authority, to prevent or prosecute fraud, or if we believe that you have conducted illegal activities, (6) organizations conducting actuarial or research studies subject to appropriate confidentiality safeguards, and (7) our affiliated companies that provide services to you.

Confidentiality and Security

We restrict access to nonpublic personal information about you, your employees, or claimants under your insurance policy to those Zenith employees who need to know such information in order to provide insurance products or services to you. We also maintain physical, electronic and procedural safeguards to protect your nonpublic personal information.

Contacting Us

Please feel free to contact us if you have any questions or if you would like to learn more about our privacy practices. Submit your written inquiries to:

Compliance Officer
Office of General Counsel
Zenith Insurance Company
21255 Califa Street
Woodland Hills, CA 91367-5021
Email: corporatecompliance@thezenith.com

This Privacy Notice is applicable to and made on behalf of the following companies:

- Zenith Insurance Company
- ZNAT Insurance Company

February 2010

PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Last updated on January 1, 2023

This **Privacy Notice for California Residents** supplements the information contained in Zenith's Privacy Statement (<https://www.thezenith.com/zenith/privacy-center/privacy-statement>), Zenith's Privacy Policy for California Residents (<https://www.thezenith.com/zenith/privacy-center/privacy-policy-for-california-residents>), and any other privacy notices previously provided to you. This notice applies solely to natural persons who are residents in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any implementing regulations (collectively, the "Act"). Any terms defined in the Act have the same meaning when used in this notice.

Information We Collect

As insurance companies that write workers' compensation insurance and commercial property and casualty insurance, we collect personal information about you when it is necessary to conduct the business of insurance.

When you apply for workers' compensation insurance or become a workers' compensation insurance policyholder, we may collect the following information: 1) your name; 2) your physical and mailing address; 3) your email address; 4) your telephone number; 5) your signature; 6) your Social Security number, federal employer identification number or other federal or state identification number; 7) your date of birth; 8) your and your employees' driver's license numbers if hired to drive; 9) salaries and compensation paid by the business to you, other owners and your employees; 10) prior insurance policy numbers, loss runs and insurance experience and history; 11) information about your financial assets; 12) education, employment, and employment history and/or professional employment information to verify your eligibility or those of other owners for exclusion from coverage under the workers' compensation law; 13) your marital status and 14) your bank account number, debit/credit card number or other financial account numbers; and 15) your recorded customer service calls.

Some of the items listed above may be considered personal information subject to the Act. In general, we will have collected the following categories of personal information:

	Category	Examples	Business Purpose
A	Identifiers	A real name, alias, postal address, online identifier, IP address, email address, account name, Social Security Number, driver's license number, passport number or other similar identifiers.	<ul style="list-style-type: none"> • Administering or investigating a claim • Communicating with you • Complying with law • Honoring our contractual obligations • Improving our products and services • Processing payments to or from you • Security Purposes • Underwriting your policy
B	Personal Information categories described in CA Customer Records Statute (Cal. Civ. Code Section 1798.80(e))	A name, signature, Social Security Number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information or health insurance information.	<ul style="list-style-type: none"> • Administering or investigating a claim • Communicating with you • Complying with law • Honoring our contractual obligations • Improving our products and services • Processing payments to or from you • Security Purposes • Underwriting your policy
C	Characteristics of protected classifications under CA or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	<ul style="list-style-type: none"> • Administering or investigating a claim • Complying with law • Honoring our contractual obligations • Improving our products and services • Security Purposes • Underwriting your policy

D	Commercial Information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	<ul style="list-style-type: none"> • Administering or investigating a claim • Complying with law • Honoring our contractual obligations • Improving our products and services • Security Purposes • Underwriting your policy
F	Internet or other electronic network activity information	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	<ul style="list-style-type: none"> • Improving our products and services • Underwriting your policy
H	Sensory data	Audio, electronic, visual, thermal, olfactory or similar information.	<ul style="list-style-type: none"> • Administering or investigating a claim • Communicating with you • Complying with law • Honoring our contractual obligations • Improving our products and services • Security Purposes
I	Professional or employment related information	Current or past job history or performance evaluations, income and salary details, credentialing information.	<ul style="list-style-type: none"> • Administering or investigating a claim • Complying with law • Honoring our contractual obligations • Underwriting your policy
L	Sensitive personal information	<p>1) Personal information that is not publicly available and that reveals:</p> <p>(A) a consumer's Social Security, driver's license, state identification card, or passport number;</p> <p>(B) a consumer's account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account;</p> <p>(C) a consumer's precise geolocation;</p> <p>(D) a consumer's racial or ethnic origin, religious or philosophical beliefs, or union membership;</p> <p>(E) the contents of a consumer's mail, email and text messages, unless the business is the intended recipient of the communication;</p> <p>(F) a consumer's genetic data,</p> <p>2)</p> <p>(A) the processing of biometric information for the purpose of uniquely identifying a consumer;</p> <p>(B) personal information collected and analyzed concerning a consumer's health;</p> <p>(C) personal information collected and analyzed concerning a consumer's sex life or sexual orientation.</p> <p>Sensitive personal information that is "publicly available" pursuant to paragraph 2 of subdivision (v) of Section 1798.140 shall not be considered sensitive personal information or personal information.</p>	<ul style="list-style-type: none"> • Administering or investigating a claim • Complying with law • Honoring our contractual obligations • Underwriting your policy

Personal information does not include:

- Publicly available information from federal, state or local government records.
- De-identified or aggregated consumer information.
- Information excluded from the Act's scope such as personal information collected, processed, sold or disclosed pursuant to the Gramm-Leach-Bliley Act and implementing regulations, the California Financial Information Privacy Act, and the Driver's Privacy Protection Act of 1994.

When information is subject to an exclusion, your rights under the Act are limited.

Retention Period

All information collected is retained for the length of time required by our record retention policies or as required by law, whichever is longer.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. For example, if you applied for Workers' Compensation insurance, we will collect your bank account details if you wish to pay your premium by electronic funds transfer.
- To review, investigate, process and pay claims.
- To provide you with support and respond to your inquiries, including investigating and addressing your concerns and monitoring and improving our responses.
- To provide you with support and respond to your inquiries, including investigating and addressing your concerns and monitoring and improving our responses.
- To create, maintain, customize, and secure your account with us, including detecting security incidents and debugging to identify and repair errors that impair existing functionality.
- To process your requests, premium payments transactions, and other payments to and from you and prevent transactional fraud.
- For testing, research, analysis, and product development, including to develop and improve our Website, products, and services.
- To respond to law enforcement requests, regulatory agency requests and as required or allowed by applicable laws, court order, rules or regulations.
- As described to you when collecting your personal information or as otherwise set forth in the Act or as otherwise set forth in this Privacy Policy and any other Privacy Notice (for example, the business purposes set forth in the chart above).
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Zenith's assets in which personal information held by Zenith is among the assets transferred.
- To conduct fraud investigations and report fraud pursuant to applicable laws, court order, rules or regulations.

Zenith will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice. The business purposes listed above may also apply to the categories of personal information in the chart above.

We do not sell or share your personal information. We do not use your sensitive personal information for any purposes other than those which are permitted under the Act. We do not control the collection of your personal information by third parties.

Your Rights and Choices

Effective January 1, 2020, the Act provides consumers (California residents) with specific rights regarding their personal information. You have the right to know about personal information collected, disclosed, sold or shared. In addition, you have the right to request correction of inaccurate personal information and the right, subject to certain exceptions, to request deletion of personal information. You can learn more about your rights and how to exercise them by visiting our Privacy Policy for California Residents at <https://www.thezenith.com/zenith/privacy-center/privacy-policy-for-california-residents>.

SPECIAL VENDOR DISCOUNT OFFERS

We've arranged special discounts with safety and risk control-related vendors just for you. Take advantage of the offers below to help reduce claims and keep your employees safer at work.

Banom®



Banom: Cut-Resistant Gloves & Sleeves (banom.com)

Banom offers cut-resistant gloves and sleeves that can help prevent serious laceration and puncture injuries when working with sharp materials. Get a **10% discount** and **free shipping** on high-quality cut-resistant gloves and sleeves from Banom.

To claim this offer, visit correctsafety.com, select Banom gloves and/or sleeves, and enter ZEN10 at check out.

Technical Assistance: Contact Banom at info@banom.com or 800-227-7694

Ordering Assistance: Contact Correct Safety at info@correctsafety.com or 904-238-1070



EZ Way, Inc.: Patient Handling Solutions (ezlifts.com)

EZ Way, Inc. offers products to help safely transfer patients and residents without manual lifting. Get a **20% discount** on all EZ Way products.

To claim this offer, set up an account and order by calling EZ Way Customer Support at 800-627-8940, or email sales@ezlifts.com. Provide code EZZEN20 to receive discount. Visit www.ezlifts.com to see the full line of products.

GRIPPY MAT

NO SLIP. NO TRIP. ALL GRIP.™

New Pig Grippy Mats: Adhesive-Backed Floor Safety Mats (newpig.com/grippy)

New Pig Grippy Mats are adhesive-backed floor mats that can be cut to size to create complete coverage wherever it's needed. They're designed to prevent trip hazards that sometimes are created when using rugs. The mats are also absorbent and help reduce the likelihood of slipping on wet floors, and can be customized¹ to add your logo, safety message, or branding without changing their safety features. **Save 5% – 19%** on select products, plus an **additional 10% off your first order**.

To claim this offer, call 855-493-4647, or visit newpig.com/grippy, select product(s), and enter ZEN10 at check out.

Assistance: Luke Blattenberger, lucasb@newpig.com or 814-686-2342

¹ Additional costs apply

IntegrityFirst

IntegrityFirst: Pre-Hire Screening (integrityfirsttests.com)

To get great employees, you need to interview the right candidates. IntegrityFirst is an Equal Employment Opportunity Commission-compliant and non-discriminatory pre-hire survey that helps you identify and prevent high-risk job applicants from being further considered in the hiring process. Reduce workers' compensation claims, lessen employee turnover, decrease employee bullying, and more with IntegrityFirst. **Save up to 50%** on IntegrityFirst pre-hire screening.

To claim this offer, contact IntegrityFirst and tell them you're a Zenith policyholder.

Fletcher Wimbush, fletcher@thehiretalent.com, 714-582-2730

Aaron Bowen – Client Success Manager, aaronb@thehiretalent.com, 714-582-2730



Office Relief: Office Ergonomic Products (officerelief.com)

Since 1991, Office Relief has been helping businesses enhance the health, comfort, and productivity of employees across America. They are the one-stop shop for all your ergonomic needs with the largest selection of current office ergonomic products. **Save 10-15%** on accessories and **over 40%** on furniture.

To claim this offer, set up your account by emailing Office Relief Customer Care at customercare@officerelief.com and providing the code ERGOZEN19. Then, use the provided account information to shop online, by phone, or by email.

Assistance: Office Relief Customer Care at customercare@officerelief.com or 877-919-1190



Shoes For Crews: Safety Footwear (shoesforcrews.com)

Proper footwear can prevent employee injuries and help you operate a safer workplace, which over time can lead to lower insurance premiums. **Save up to 10-15%** on the retail price of quality slip, puncture, and crush resistant footwear from Shoes For Crews.

To start saving, visit shoesforcrews.com/corpagreement/lisas. Set up an account. Fill out the form and type ZENITH in the Comments box. Then order online by signing in to your account.

Assistance: Lisa Stoller at 561-722-4828 or lisas@shoesforcrews.com



SlipDoctors (slipdoctors.com/zenith)

SlipDoctors helps businesses improve workplace safety with slip-resistant solutions for tile, stone, concrete, fiberglass, and most other walking and working surfaces. Their products are easy to apply and offer a low-cost solution that can help reduce hazards. Receive a **10% discount and free shipping**² on their entire line of quality products, including coatings, treatments, adhesives, and sprays designed to help prevent falls.

To take advantage of this special offer, visit slipdoctors.com/zenith, shop online, then enter promo code ZEN10 at check out.

Assistance: SlipDoctors at orders@slipdoctors.com or 888-436-5404

² Free ground shipping is only available within the 48 contiguous United States.



SoloProtect (soloprotect.com/us/)

SoloProtect offers safety devices that lone employees can wear, enabling them to discretely raise an alarm if they feel threatened or are incapacitated. A 24/7 monitoring system helps locate the employee and summon help. Receive a **25% discount** on initial connection and setup fees.

To claim this offer, set up an account at soloprotect.com/us/ by clicking "Contact" and complete an online form. Or email info@soloprotect.com, or call 866-632-6577. Enter or mention promo code ZENITH25. Your designated account manager will contact you to assess your needs and help you order.



Threadworx: COVID-19 and Other Safety Products (twxpromo.com)

Threadworx is a distributor of safety and promotional products, that brings you a full line of infection control supplies, personal protective equipment and other general safety items. They will even customize your products with your company logo or personalized message. Receive a **10% discount** on all products, plus free artwork setup and virtual proofs on customized orders.

To claim this offer, visit twxpromo.com to browse and select products. At checkout, enter discount code ZENSAF in the Additional Notes section

Assistance: Threadworx at info@twxpromo.com or 831-757-2450

Visit TheZenith.com[®] and log in to Zenith Solution Center[®] for more resources or call us at 800-440-5020.
Visit TheZenith.com/zsc to learn more and sign up for Zenith Solution Center.

Discount may vary based on payment option or program selected. These offers are not available in CT, IN, MA, MN, ND, NY, OH, VA, VT, WA, WI, or WY at this time. While Zenith may arrange for third-party vendors to provide discounted goods and services, Zenith does not recommend, endorse, warrant, or guarantee the merchantability, fitness, value, or quality of any product or service offered or provided by these vendors. All transactions are solely between you and the vendor; Zenith is not responsible for any dispute that may arise as the result of any transaction.

TheZenith®

December 29, 2023

GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
C/O NEW CITY AMERICA
2210 COLUMBIA STREET
SAN DIEGO CA 92101

Dear Policyholder,

The safest workplaces share something in common — managers who care.

When you create a culture of safety, everyone wins. Your employees stay healthier and avoid injury. You and your management team benefit from higher productivity, as fewer accidents means fewer absences. And you avoid repair or replacement of damaged equipment or materials.

We understand the disruptions that workplace accidents can cause. That's why Zenith offers a variety of safety services to you at no additional cost.

Zenith's Safety & Health specialists can tour your facility, identify hazards, and propose corrective action to prevent injuries. They can also help you improve ergonomics and industrial health and hygiene. And we don't stop there!

Additional free services available include:

- Workplace surveys and review of injury records
- Safety program evaluation and development
- Management and supervisor safety training
- Computer-based training resources
- Industry-specific safety library
- Monthly health and wellness e-newsletter
- Safety videos, posters, paycheck stuffers, stickers, and more
- Return-to-Work (RTW) coordination services to support in the transition of injured workers back into the workplace!

For more information, contact your local Zenith branch office or call Customer Service at 800-440-5020.

Sincerely,



Kari Van Gundy
Chief Executive Officer
Zenith Insurance Company

Workers' compensation insurance policyholders may register comments about the insurer's loss control consultation services by writing to: State of California, Department of Industrial Relations, Division of Occupational Safety and Health, P.O. Box 420603, San Francisco, CA 94142

(Rev. 01-15)

Zenith Insurance Company/ZNAT Insurance Company Corporate Office: 21255 Califa Street Woodland Hills, CA 91367 Telephone 818-713-1000

www.thezenith.com

Zenith assists employers in evaluating workplace safety exposures. Surveys and related services may not reveal every hazard, exposure and/or violation of safety practices. Inspections by Zenith do not result in any warranty that the workplace, operations, machinery, appliances or equipment are safe or in compliance with applicable regulations. Employee protection is ultimately the responsibility of the employer.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



INFORMATION PAGE

COMPANY ZNAT INSURANCE COMPANY
COMPANY NO. - 30414

POLICY NUMBER
C139797902

1. **INSURED AND MAILING ADDRESS**
GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
DBA: DOWNTOWN CHULA VISTA ASSOCIATION
C/O NEW CITY AMERICA
2210 COLUMBIA STREET
SAN DIEGO CA 92101

PRIOR POLICY NUMBER
C139797901

Policy Type SPECIALTY MARKETS
Entity ASSOCIATION
Line NON-PARTICIPATING
FEIN 33-0334459
Board File No. 3162997
Group C090
Reference

PHYSICAL ADDRESS
353 THIRD AVE
CHULA VISTA CA 91910-3929

DIRECT BILL

OTHER WORKPLACES NOT SHOWN ABOVE:

- 2. The policy period is from: 1/5/24 12:01 a.m. to 1/5/25 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:
California

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

Bodily Injury by Accident	\$	1,000,000	Each Accident
Bodily Injury by Disease	\$	1,000,000	Each Employee
Bodily Injury by Disease	\$	1,000,000	Policy Limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except states listed in item 3A and North Dakota, Ohio, Washington, Wyoming.

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

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

Total Estimated Premium	\$10,118
Deposit Premium	\$1,518
Minimum Premium	\$750
Interim Adjustment of Premium Shall Be Made	Annually
Interim Payment of Premium Shall Be Made	Monthly Installments

For Policy Information Call:

PRODUCER
MICHAEL EHRENFELD COMPANY
2655 Camino Del Rio North, Suite 200
San Diego, CA 92108
(619) 683-9990 003-007681A 120

Countersigned by 
Date: _____ Authorized Representative

SERVICING OFFICE
7676 Hazard Center Drive, Suite 1200, San Diego, CA 92108 -4517. Ph: (619)
299-6252

EXTENSION OF INFORMATION PAGE

ITEM 4 SCHEDULE OF PREMIUM

NAMED AND ADDRESS OF INSURED
 GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
 DBA: DOWNTOWN CHULA VISTA ASSOCIATION
 353 THIRD AVE
 CHULA VISTA CA 91910-3929

POLICY NUMBER
 C139797902

STATE COVERAGE

State Code	From	Thru	Class	Description	Emps	Payroll	Manual Rate	Manual Premium
CA	01/05/24	01/05/25	0042-0	Landscape Gardening	0	0	9.09	0
CA	01/05/24	01/05/25	8740-3	Building Operations--Property Mgmt Supvr.	0	0	1.60	0
CA	01/05/24	01/05/25	8742-0	Salespersons-Outside	0	0	0.59	0
CA	01/05/24	01/05/25	8810-0	Clerical Office Employees	0	0	0.44	0
CA	01/05/24	01/05/25	9009-0	Commercial Properties-Noc - all others empl	7	200,000	5.10	10,200
CA	01/05/24	01/05/25	9015-1	Building Operation--all other employees	0	0	6.58	0

WAIVER OF SUBROGATION COVERAGE

State Code	From	Thru	Class	Description	Emps	Payroll	Manual Rate	Manual Premium
CA	01/05/24	01/05/25	0042W-0	Landscape Gardening	0	0	0.18	0
CA	01/05/24	01/05/25	8740W-3	Building Operations--Property Mgmt Supvr.	0	0	0.03	0
CA	01/05/24	01/05/25	8742W-0	Salespersons-Outside	0	0	0.01	0
CA	01/05/24	01/05/25	8810W-0	Clerical Office Employees	0	0	0.01	0
CA	01/05/24	01/05/25	9009W-0	Commercial Properties-Noc - all others empl	7	200,000	0.10	200
CA	01/05/24	01/05/25	9015W-1	Building Operation--all other employees	0	0	0.13	0

PREMIUM CALCULATION DETAILS

Code No	Premium Adjustments	Limits / Amount / Effective Dates	Perc	Premium
01/05/24 TO 01/05/25				
	State Manual Premium			10,200
	Waiver of Subrogation Manual Premium			200
	Employers Liability Limits	1,000,000/1,000,000/1,000,000	0%	0
	Risk Adjustment Factor		-6.00%	-624
	Premium Discount		-2.40%	-235
	Sub-Total			9,541
TOTAL ESTIMATED PREMIUM				9,541
Workers' Compensation Administration Revolving Fund (2.4604%)				
Uninsured Employers Benefits Trust Fund (0.1505%)				
Subsequent Injuries Benefits Trust Fund (1.5891%)				
Occupational Safety and Health Fund (0.7266%)				

EXTENSION OF INFORMATION PAGE

ITEM 4 SCHEDULE OF PREMIUM (CONT)

NAMED AND ADDRESS OF INSURED
 GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
 DBA: DOWNTOWN CHULA VISTA ASSOCIATION
 353 THIRD AVE
 CHULA VISTA CA 91910-3929

POLICY NUMBER
 C139797902

Labor Enforcement and Compliance Fund (0.7109%)	
ASSESSMENTS 5.6375% of Premium	538
Fraud Surcharge (0.4122%)	39
California Insurance Guarantee Association Surcharge	0
TOTAL STATE CHARGES	577
GRAND TOTAL	10,118

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 01/05/2024
 Insured DOWNTOWN CHULA VISTA ASSOCIATION
 Policy No. C139797902
 Policy Period 01/05/2024 To 01/05/2025
 Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414

CHIEF EXECUTIVE OFFICER

At San Diego, CA

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



EXTENSION OF INFORMATION PAGE
ITEM 1 OTHER INSURED

NAME AND ADDRESS OF INSURED

GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
DBA: DOWNTOWN CHULA VISTA ASSOCIATION
C/O NEW CITY AMERICA
2210 COLUMBIA STREET
SAN DIEGO CA 92101

POLICY NUMBER
C139797902

ADDITIONAL NAMED INSURED

GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
FEIN 33-0334459 ASSOCIATION

Date
Included
01/05/2024

Date
Excluded

DOWNTOWN CHULA VISTA ASSOCIATION (DBA)
FEIN 33-0334459 ASSOCIATION

01/05/2024

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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA

WC-99-00-08
(Ed. 04-11)

Endorsement No. 3

**EXTENSION OF INFORMATION PAGE
ITEM 3D ENDORSEMENTS AND SCHEDULES**

NAME AND ADDRESS OF INSURED
 GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
 DBA: DOWNTOWN CHULA VISTA ASSOCIATION
 353 THIRD AVE
 CHULA VISTA CA 91910-3929

POLICY NUMBER
 C139797902

Form Number	Endorsement Number	Name
PN 04 99 011		POLICYHOLDER NOTICE, YOUR RIGHT TO RATING AND DIVIDEND INFORMATION
PN 04 99 02B		POLICYHOLDER NOTICE, CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS
PN 04 99 04		CIGA SURCHARGE NOTICE
PN 04 99 06D		POLICYHOLDER NOTICE, PAYROLL RECORD AND AUDIT REQUIREMENTS
WC 00 00 00 C		WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY
WC-99-00-06	1	INFORMATION PAGE
WC-99-00-01C	2	RATING SCHEDULE
WC-99-00-08	3	OTHER INSURED
WC-99-00-09	4	ENDORSEMENT SCHEDULE
WC-99-03-20A	5	POLICY AMENDATORY ENDORSEMENT - CALIFORNIA
WC-04-06-01B	6	CALIFORNIA CANCELLATION ENDORSEMENT
WC-99-00-05	7	CALIFORNIA SERIOUS AND WILLFUL MISCONDUCT ENDORSEMENT
WC-04-04-22	8	CALIFORNIA SHORT-RATE CANCELLATION DISCLOSURE NOTICE
WC-04-03-60B	9	EMPLOYERS LIABILITY COVERAGE AMENDATORY ENDORSEMENT-CALIFORNIA

**EXTENSION OF INFORMATION PAGE
ITEM 3D ENDORSEMENTS AND SCHEDULES (CONT)**

NAME AND ADDRESS OF INSURED
GREATER THIRD AVENUE IMPROVEMENT ASSOCIATION
DBA: DOWNTOWN CHULA VISTA ASSOCIATION
353 THIRD AVE
CHULA VISTA CA 91910-3929

POLICY NUMBER
C139797902

Form Number	Endorsement Number	Name
WC-04-03-10	10	DUTY TO DEFEND-CALIFORNIA
WC-00-04-22C	11	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC-00-04-21F	12	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC-99-04-05	13	INSTALLMENT PAYMENT ENDORSEMENT
WC-00-04-06C	14	PREMIUM DISCOUNT ENDORSEMENT
WC-99-04-25B	15	BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed - Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages - Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment - Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, "Workers Compensation Insurance", A, "How This Insurance Applies", is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee's exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the Insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.

POLICY AMENDATORY ENDORSEMENT - CALIFORNIA (CONT)

7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

8. **Part Five, "Premium", E, "Final Premium", is amended to read as follows:**

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:

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

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

Page 2 of 2

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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA

WC-99-03-20A
(Ed. 01-12)

Endorsement No. 5

CALIFORNIA CANCELATION ENDORSEMENT

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

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

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 for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
 - h. The occurrence of a material change in the ownership of your business;
 - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 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. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

CALIFORNIA CANCELATION ENDORSEMENT (CONT)

Page 2 of 2

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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA

WC-04-06-01B
(Ed. 01-22)

Endorsement No. 6

CALIFORNIA SERIOUS AND WILLFUL MISCONDUCT ENDORSEMENT

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

Defense of Claims or Suits for Alleged Serious and Willful Misconduct

Upon request, we will defend and pay costs of defense, up to the aggregate limit of liability specified below, for claims or suits against you involving bodily injury to an employee during the policy period by reason of your alleged serious and willful misconduct. This provision only applies to the defense of claims or suits brought against you under Section 4553 of the California Labor Code.

Your policy does not cover damages, costs, expenses, or increased benefits awarded or paid to an injured employee as the result of your serious and willful misconduct under Section 4553 of the California Labor Code for which you become liable through settlement, adjudication or otherwise.

The attachment of this endorsement will not result in our having a duty to defend or investigate any claim or demand seeking damages to which this endorsement may apply or to indemnify you for damages, expenses, costs or increased benefits awarded or paid to an injured employee as the result of your serious or willful misconduct pursuant to Section 4553 of the California Labor Code.

Aggregate Limit of Liability

The aggregate limit of liability for the sum of all defense costs payable under this endorsement is \$100,000. The aggregate limit of liability is the most we will pay for defense costs provided by this endorsement.

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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA

CALIFORNIA SHORT-RATE CANCELATION ENDORSEMENT

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

If you cancel the policy and a disclosure was provided in accordance with Section 481(c) of the California Insurance Code, final premium will be based on the time this policy was in force and increased by the short-rate cancellation table below:

Short Rate Cancellation Table

Short Rate Cancellation Table FOR TERM OF ONE YEAR					
Days Policy In Force	Percent of One Year Premium	Days Policy In Force	Percent of One Year Premium	Days Policy In Force	Percent of One Year Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-228	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246 (8 mos.)	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124 (4 mos.)	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	261-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273 (9 mos.)	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32 (1 mo.)	19%	147-149	51%	283-287	83%
33-36	20%	150-153 (5 mos.)	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305 (10 mos.)	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62 (2 mos.)	27%	176-178	59%	320-323	91%
63-65	28%	179-182 (6 mos.)	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337 (11 mos.)	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91 (3 mos.)	35%	210-214 (7 mos.)	67%	356-360	99%
92-94	36%	215-218	68%	361-365 (12 mos.)	100%

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 01/05/2024
 Insured DOWNTOWN CHULA VISTA ASSOCIATION
 Policy No. C139797902
 Policy Period 01/05/2024 To 01/05/2025
 Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414

CHIEF EXECUTIVE OFFICER

At San Diego, CA

**EMPLOYERS' LIABILITY COVERAGE
AMENDATORY ENDORSEMENT - CALIFORNIA**

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including 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 California.
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.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:

1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

**EMPLOYERS' LIABILITY COVERAGE
AMENDATORY ENDORSEMENT - CALIFORNIA (CONT)**

4. The following exclusions are added:

1. bodily injury to any member of the flying crew of any aircraft.
2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

Page 2 of 2

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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA

WC-04-03-60B
(Ed. 01-15)

Endorsement No. 9

DUTY TO DEFEND-CALIFORNIA

The insurance afforded by Part One, Section C, "We Will Defend", is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under Part Two - Employer's Liability Insurance of 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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA

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

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

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

Definitions

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

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

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

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

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

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

Limitation of Liability

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

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION
ACT DISCLOSURE ENDORSEMENT (CONT)**

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
CALIFORNIA	\$ 0.000	\$ 0.00

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 01/05/2024
 Insured DOWNTOWN CHULA VISTA ASSOCIATION
 Policy No. C139797902
 Policy Period 01/05/2024 To 01/05/2025
 Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414


 CHIEF EXECUTIVE OFFICER

At San Diego, CA

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
CALIFORNIA	\$ 0.000	\$ 0.00

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 01/05/2024
 Insured DOWNTOWN CHULA VISTA ASSOCIATION
 Policy No. C139797902
 Policy Period 01/05/2024 To 01/05/2025
 Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414

CHIEF EXECUTIVE OFFICER

At San Diego, CA

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium, you agree to make the following installment payments on the date specified. These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

Date Due	Amount
02/20/2024	\$956.00
03/20/2024	\$956.00
04/20/2024	\$956.00
05/20/2024	\$956.00
06/20/2024	\$956.00
07/20/2024	\$956.00
08/20/2024	\$956.00
09/20/2024	\$956.00
10/20/2024	\$952.00

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 01/05/2024
 Insured DOWNTOWN CHULA VISTA ASSOCIATION
 Policy No. C139797902
 Policy Period 01/05/2024 To 01/05/2025
 Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414

CHIEF EXECUTIVE OFFICER

At San Diego, CA

PREMIUM DISCOUNT ENDORSEMENT

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

		Schedule	
1. State		Estimated Eligible Premium	
		First	Balance
		From	To
		\$0	
		\$5,000	
CA		0%	5.00%
2. Average percentage discount: 2.40%			
3. Other policies:			
4. If there are no entries in items 1, 2 and 3 of the Schedule see the Premium Discount Endorsement attached to your policy number:			

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/05/2024
 Insured DOWNTOWN CHULA VISTA ASSOCIATION
 Policy No. C139797902
 Policy Period 01/05/2024 To 01/05/2025
 Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414

CHIEF EXECUTIVE OFFICER

At San Diego, CA

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 2.00% of the California workers compensation premium otherwise due.

Minimum Premium: \$0

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 01/05/2024
Insured DOWNTOWN CHULA VISTA ASSOCIATION
Policy No. C139797902
Policy Period 01/05/2024 To 01/05/2025
Issued On 12/29/2023

ZNAT INSURANCE COMPANY - 30414



CHIEF EXECUTIVE OFFICER

At San Diego, CA