

**WORKERS' COMPENSATION  
CLAIMS KIT**

**MAIL TO:** Burns Family Farms  
1838 Rowan Rd  
Lumberton, NC 28358

**POLICY NUMBER:** WC F509479 00 00

**STATE(S):**  
UT

301 E. Fourth St., Cincinnati, OH 45202

Your Great American Insurance Policy®



Alternative Markets

for all the *great* you do®

# Understanding Your Direct Bill Premium Invoice

- 1. Agent** – Your independent agent whom you should contact regarding policy coverage changes.
- 2. Last Payment Amount** – Amount of your last payment received.
- 3. Last Payment Date** – The date the last payment was received.
- 4. Total Payments since previous invoice** – The total amount of payments received on this account since the last invoice.

## Page 1



**POLICYHOLDER NAME**  
123 SMITH STREET  
ANY TOWN OH 12345

### DIRECT BILL INVOICE

Invoice Date 11/12/2021

To avoid mailing delays, visit  
<https://mybilling.gaic.com>  
for paperless billing and payment options

For billing inquiries, please contact Great American Insurance Direct Bill Customer Service at (800) 847-4357, option 3.  
Service hours are 8:00 a.m. to 6:00 p.m. (EST) Monday through Thursday and 8:00 a.m. to 4:30 p.m. on Friday.  
For questions regarding policy or premiums, please contact your insurance agency.

**INSURANCE AGENCY**  
PO BOX 123456  
CINCINNATI, OH 45202 -  
800-555-5555 / MPC 8888888

**5**

**Account Balances**

| ACCOUNT NUMBER | Total Remaining Balance | Total Past Due | Total Current Due | Account Fees Due | Total Minimum Due<br>Due Date: 12/02/2021 |
|----------------|-------------------------|----------------|-------------------|------------------|-------------------------------------------|
| 123456789      | \$9,243.00              | \$0.00         | \$2,415.00        | \$0.00           | \$11,658.00                               |

**2**

Last Payment Amount: \$46.00

**3**

Last Payment Date: 5/2021

**4**

Total Payments Since Last Invoice: \$46.00

**5g**

| Policy Number     | Policy Total | Policy Paid | Policy Balance | Past Due | Current Due |
|-------------------|--------------|-------------|----------------|----------|-------------|
| DPK AB87654 13-00 | \$33,391.00  | \$33,375.00 | \$16.00        | ---      | \$16.00     |
| CAP 7654321 28-00 | \$24.00      | ---         | \$24.00        | ---      | \$2,396.00  |
|                   |              |             |                |          | \$2,412.00  |

**6**

**PAYMENT OPTIONS**  
**WEBSITE:** <https://mybilling.gaic.com>. Available 24 hours a day.  
**PHONE:** (800)-847-4357, option 2 or 3. Available 24 hours a day.  
**RECURRING PAYMENT:** Save postage and mailing time delays! Sign up for convenient, automatic recurring payments from your credit card, checking or savings account at <https://mybilling.gaic.com> or call us at (800)-847-4357, option 2 or 3.  
**MAIL:** Send a check payable to "Great American Insurance" with the stub below in the return envelope provided.

Detach and return this portion with your payment in the envelope provided.

| ACCOUNT NUMBER | DUE DATE   | PAYMENT IN FULL | TOTAL MINIMUM DUE | AMOUNT ENCLOSED |
|----------------|------------|-----------------|-------------------|-----------------|
| 123456789      | 12/02/2021 | \$9,243.00      | \$2,415.00        |                 |

**GREAT AMERICAN INSURANCE CO.**  
SPECIALTY ACCOUNTING  
PO BOX 89400  
CLEVELAND, OH 44101-6400

**POLICYHOLDER NAME**  
123 SMITH STREET  
ANY TOWN, OH 12345

☐ address change  
check box and fill out back of page

12340000000000000000XXXXX123456789888888880009243000002415002

- 5. Account Balances** – This section of the invoice shows what makes up the balances on your account. An account can include one or more policies.

- 5a. Account Number** – Your unique billing account number. *Please always reference this number when discussing your billing.*
- 5b. Total Remaining Balance** – The total remaining balance on your account (including account fees), as of the date this Direct Bill invoice was printed.
- 5c. Total Past Due** – The amount of account balance that was previously billed but not paid.
- 5d. Total Current Due** – The current amount that is billed and due for the policy(ies) on the account.
- 5e. Account Fees Due** – Processing or Transaction charges added to your account.
- 5f. Total Minimum Due** – The minimum amount you must pay to keep your account current and your policies in force. It is the sum of the total past due, total current due and any associated fees.
- 5g. Policy Number** – The policy number(s) on your account(s) with a balance that is due (Policy numbers ending in "F" represent deductible reimbursement amounts owed under your deductible(s)).
- 5h. Policy Total** – The total premium for the respective policy.
- 5i. Policy Paid** – Amount paid on the policy.
- 5j. Policy Balance** – The remaining balance due for each policy on the account.
- 5k. Policy Amounts Due on this invoice** – Displays the breakout of the balances due at the policy level.
- 5l. Past Due** – Balance previously billed but not paid, which can include policy fees.
- 5m. Current Due** – Balance currently billed and due, which could include policy fees.

- 6. Payment Options** – An explanation of each payment option in detail.
- 7. Payment Stub** – Detach and return this portion with your payments.

- 7a.** Remember to fill in the amount you are paying.
- 7b.** For billing address changes, please mark the box and make the necessary changes on the back of the payment stub.



## Page 2

**8 PLANNED NEXT INVOICE**

| Bill Date  | Due Date   | Minimum Amount Due |
|------------|------------|--------------------|
| 12/12/2021 | 01/01/2022 | \$ 758.67          |

**9 New activity since previous invoice**

| Policy Number     | Activity                     | Transaction Eff Date | Transaction Amount | Impact on this Invoice |
|-------------------|------------------------------|----------------------|--------------------|------------------------|
| DPK AB87654 13-00 | Endorsement (Premium)        | 12/07/2021           | \$16.00            | \$16.00                |
| CAP 7654321 28-00 | Renewal (Premium)            | 12/07/2021           | \$9,104.00         | \$2,276.00             |
| CAP 7654321 28-00 | Renewal (Taxes & Surcharges) | 12/07/2021           | \$120.00           | \$120.00               |
| 123456789         | Service Charge               |                      | \$3.00             | \$3.00                 |

**10 Policy Details**

| Policy Number     | Policy Type            | Eff Date   | Exp Date   | Payment Plan                                                                  | Remaining Installments | Remaining Balance |
|-------------------|------------------------|------------|------------|-------------------------------------------------------------------------------|------------------------|-------------------|
| CAP 7654321 28-00 | Commercial Auto Policy | 12/07/2021 | 12/07/2022 | 25% down and monthly payments with the total due 3 months prior to expiration | 0                      | \$16.00           |
| CAP 7654321 28-00 | Commercial Auto Policy | 12/07/2021 | 12/07/2022 | 25% down and monthly payments with the total due 3 months prior to expiration | 0                      | \$16.00           |
| DPK AB87654 13-00 | Dairy Pak              | 12/07/2020 | 12/07/2021 | 25% down and monthly payments with the total due 3 months prior to expiration | 0                      | \$16.00           |

**11 BILLING DEFINITIONS**

**PREMIUM AND FEES:** Premium, tax, and/or fees you incurred after the date of your last invoice.  
**PAYMENTS:** Amounts we received on your account after the date of your last invoice.  
**PAST DUE AMOUNTS:** Minimum amount that must be paid by the Due Date to maintain your account in good standing.  
**PAYMENT IN FULL:** Total amount of premium and fees due on the account as of the date of this invoice.  
**SERVICE CHARGE:** Processing or transaction charges added to your account and/or policy.

**12 TERMS AND CONDITIONS**

If the Past Due Minimum Amount Due is not received by the Due Date, a Cancellation notice will be issued for each delinquent policy.  
 To the extent permitted in your state, Late Payment Fees may be added to each delinquent policy upon issuance of a Cancellation notice for non-payment.  
 Payments received after the Cancellation effective date will not automatically reinstate the cancelled policy or policies.  
 This invoice is not a reinstatement of any coverage or policy previously cancelled.  
 Company reserves the right to determine whether a cancelled policy will be reinstated following receipt of payment on or after the cancellation date.  
 To the extent permitted in your state, a Reinstatement Fee per policy may be required to reinstate your policy(s). To avoid a lapse in coverage, you must pay all Reinstatement Fee(s) and any other amounts due to Company to bring your policy current.  
 To the extent permitted in your state, a Returned Check or a Returned ACH Fee may be added to your account balance for each payment returned unpaid by your bank.

**BILLING ADDRESS CHANGE**

Street Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**8. Planned Next Invoice** – Projection of the next planned invoice if there is no new activity on the account.

**9. New activity since previous invoice** – This section displays all policy and account new activity, with corresponding impact on this invoice.

**9a. Policy Number** – The policy number(s) on your account that has new activity since previous invoice. (Policy numbers ending in “F” represent deductible reimbursement amounts owed under your deductible(s)).

**9b. Activity** – The transaction type that was processed since the last invoice.

**9c. Transaction Effective Date** – The date the transaction was effective.

**9d. Transaction Amount** – The total amount of the processed transaction.

**9e. Impact on this Invoice** – The current amount of the transaction that is included on this invoice.

**10. Policy Details** – The listing of policies on the account with balances detailing key attributes of the policy and its payment plan.

**10a. Policy Number** – The policy numbers on your account with a balance as of the day the invoice was generated (Policy numbers ending in “F” represent deductible reimbursement amounts owed under your deductible(s)).

**10b. Policy Type** – The type of policy coverage.

**10c. Eff Date** – The first day of Insurance coverage.

**10d. Exp Date** – The last day of Insurance coverage.

**10e. Payment Plan** – The payment terms of your policy.

**10f. Remaining Installments** – The remaining number of installments after this invoice.

**10g. Remaining Balance** – The balance still due on the policy, which would include this current invoice.

**11. Billing Definitions** – A list of billing terms and definitions that appear on the invoice.

**12. Terms and Conditions** – The terms and conditions of your direct bill account.

**NOTICE TO POLICYHOLDERS**  
**AUDIT OF POLICY**

Dear Insured:

Thank you for choosing the **GREAT AMERICAN INSURANCE GROUP** to fill your insurance needs. We are sending this notice to provide information regarding this policy and to assure you that we appreciate your business.

Your **GREAT AMERICAN** policy is auditable. Auditable means that all or part of your cost is an advance payment that is based on estimated exposures you and your agent provided to us. We need the actual amounts to determine the final price we should charge for your policy.

At the expiration of the coverage period of your policy, one of our audit professionals will contact you to confirm your actual business results.

The final audit for your insurance could result in no change, a refund or additional money due Great American.

Thanks again for doing business with us.

Sincerely,

Premium Audit Department  
Great American Insurance Group

cc: Agent



## Privacy Notice and Notice of Insurance Information Practices

**FACTS****WHAT DOES GREAT AMERICAN INSURANCE GROUP (“GREAT AMERICAN”) DO WITH YOUR PERSONAL INFORMATION?**

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number, date of birth, income;
- Policy coverage, premiums, account balances, payment and claim history;
- Credit history, driving record, medical and employment information.

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers’ personal information to operate their business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Great American chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information                                                                                                                                         | Does Great American share? | Can you limit this sharing? |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|
| <b>For our everyday business purposes—</b><br>such as to process your transactions, maintain account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                        | No                          |
| <b>For our marketing purposes—</b><br>to offer our products and services to you                                                                                                        | Yes                        | No                          |
| <b>For joint marketing with other financial companies</b>                                                                                                                              | Yes                        | No                          |
| <b>For our affiliates’ everyday business purposes—</b><br>information about your transactions and experiences                                                                          | Yes                        | No                          |
| <b>For our affiliates’ everyday business purposes—</b><br>information about your creditworthiness                                                                                      | No                         | We do not share             |
| <b>For our nonaffiliates to market to you</b>                                                                                                                                          | No                         | We do not share             |

**Questions?**

Call 1-800-545-4269 or go to <http://www.greatamericaninsurancegroup.com>.

## Page 2

## Who we are

Who is providing this notice?

This notice is provided by certain companies that make up Great American. These companies are listed below.

## What we do

How does Great American protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also limit access to your information to those who need it to do their jobs.

How does Great American collect my personal information?

We collect personal information about you, for example, when you

- Apply for insurance
- Give us your contact information
- Pay your insurance premiums
- File an insurance claim
- Tell us who receives the money
- Visit our website or email us.

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal laws give you the right to limit only:

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include:

- Financial companies with a common Great American name;
- Financial companies, such as Mid-Continent Casualty Company, Republic Indemnity Company of America, Summit Consulting LLC, National Interstate Insurance Company, or Premier Lease and Loan Services Insurance Agency, Inc.
- Others, such as American Financial Group, Inc.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies. Great American does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance agents or other insurance licensees.

## Other important information

We do not disclose your health information with third parties, unless authorized by you or as allowed or required by law. We may disclose your information, as permitted by law, to underwrite or administer your policy, claim or account.

We may disclose your information to conduct research, so long as no individual data may be identified in the research study report.

You may review, correct and delete information that we collect about you. To exercise these rights, please send a signed, written request to General Counsel at Great American Insurance Company, 301 East Fourth Street, Cincinnati, Ohio 45202-4269; or by email to [clegal@gaig.com](mailto:clegal@gaig.com). Please include your full name, address, telephone number, and policy number in your letter. We may request other information to validate your identity, such as a copy of your driver's license or other valid photo identification. If you believe any of your information is incomplete or incorrect, please write to us and explain what data you believe needs correcting. We will review your information. If we agree, we will correct our records. If we do not agree, you may file a written statement of dispute with us. Upon your request, we also may provide you with more information regarding the disclosure of your information.

Great American Insurance Company  
Great American Alliance Insurance Company  
Great American Assurance Company  
Great American Casualty Insurance Company  
Great American Contemporary Insurance Company  
Great American E & S Insurance Company  
Great American Fidelity Insurance Company  
Great American Risk Solutions Surplus Lines Insurance Company  
Great American Insurance Company of New York  
Great American Protection Insurance Company  
Great American Security Insurance Company  
Great American Spirit Insurance Company  
Great American Underwriters Insurance Company

American Empire Insurance Company  
GAI Warranty Company  
GAI Warranty Company of Florida  
Human and Social Services Risk Purchasing Group, LLC

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY  
NOTICE TO POLICYHOLDER  
AVAILABILITY OF LOSS PREVENTION SERVICES**

This notice is to inform you that you may request our assistance to meet your loss prevention needs. Great American

Insurance Group® provides its policyholders, **at no additional cost**, a broad range of loss prevention services. Our Loss Prevention staff can tailor services depending upon the type and size of business you operate.

Of course, loss prevention efforts are only successful with your active participation and support. Your cooperation with our Loss Prevention Safety Specialists will make your loss prevention program even more successful.

Great American's Loss Prevention Department is ready to help. A sample of the types of services available to you include:

- Survey of premises;
- Recommendations based on the survey;
- Safety training of supervisory personnel;
- Consultation on a wide variety of technical problems;
- Analysis of accident causes;
- Drug-Free Workplace Program;
- Ergonomics assessment;
- Violence Prevention Program;
- Slip-and-Fall Elimination Program; and/or
- Fleet Safety

If you would like additional information about Great American's Loss Prevention services, please call our toll-free hotline at

**1-800-221-7274**

Great American Insurance Group  
301 E 4th Street  
Cincinnati, Ohio 45202-4201

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY  
POLICYHOLDER NOTICE - UTAH**

For your protection, Utah law requires the following to appear on this form:

"Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison."

**Workers Compensation insurance fraud is a crime punishable by Utah law.**

**NOTICE TO POLICYHOLDER  
WORKERS' COMPENSATION INSURANCE**

**GLOBAL SANCTION ENDORSEMENT**

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

## Need to file a Workers' Compensation claim?

We make the process easy and stress free.

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At Great American, we understand that filing a claim can be stressful. That's why we give you multiple ways to report your claim.

Before reporting your claim, please have ready:

- Your policy number
- Complete and accurate information regarding the claim.



*Report Online*

**<https://insuredportal.gaig.com>**



***Preregistration Required***

To use the app, you will first need to register on the Great American Insured Portal

1. Click the Request Access link
2. Complete the Policyholder Registration form
3. Confirm the Insured Portal system generated "Identity Verification" email



*Report by Telephone*

**866-750-4216**



So that you're best prepared to report the claim, please see the reverse side for information we may request from you.



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We support employers' return to work plans, and make every effort to assist you with yours. Please report a claim as soon as you are aware of it. We are available 24 hours a day, seven days a week!

Thank you for choosing Great American Insurance Group!

**Accident Information:**

- Loss date and time of injury
- Date injury/occurrence reported to employer
- Time the accident was reported
- Who was the claim reported to?
- Supervisor name
- City, state, county where accident occurred
- Employer/Insured name, phone number
- What was employee doing at the time of the accident?
- Last date employee worked
- First full work day lost as a result of this injury
- Did the employee receive wage continuation (pay while off work due to injury)?
- Has employee returned to work?
- Date returned
- Was there a witness to the accident?
- Name, address and phone number of witness(es)

**Employee Information:**

- Name, physical home address, county, and home phone
- Date of birth, Social Security number, gender, marital status
- Regular occupation
- Department where employee regularly works
- State in which the employee was hired
- Name, address, phone number of contact person

**Medical Provider Information:**

- Name of clinic/doctor's office where employee was treated
- Name of treating physician, address, phone
- Name, address and phone number of hospital where employee was treated following injury

*After you report a claim, the Claim Reporting Center:*

- Assigns your claim to an Alternative Markets Claim professional who will contact you and your employee to acknowledge the claim and initiate the process.
  - Provides you with a copy of the First Report of Injury.
  - Sends this report directly to the state either by mail or electronic submission, based on your state's requirements.
-

IL 72 68 09 09

**IN WITNESS CLAUSE**

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



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PRESIDENT



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SECRETARY

WC 00 00 01A (Ed. 01-97)

Policy No. WC F509479 00

Prior Policy No. New

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Insurance is issued by the Company named below, a Capital Stock Corporation:

Great American Spirit Insurance Company

NCCI Carrier Code Number 26387

### ITEM ONE - GENERAL INFORMATION

**The Insured:** Burns Family Farms

**Legal Entity:**

C Corporation

**Mailing Address:** 1838 Rowan Rd  
Lumberton, NC 28358

**FEIN No.:** 46-2916841

**Other Identification Number:** See Extension of Information Page.

**Other workplace not shown above:** See Extension of Information Page.

### ITEM TWO - POLICY PERIOD

The policy period is from 04/23/2026 to 04/23/2027 12:01 A.M. Standard Time at the Insured's mailing address.

### ITEM THREE - COVERAGE

**A. Workers Compensation Insurance:**

Part One of the policy applies to the Workers Compensation Law of the states listed here:

UT

**B. Employers Liability Insurance:**

Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of our Liability under Part Two are:

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

**C. Other States Insurance:**

Part Three of the policy applies to the states, if any, listed here:

All States Except: ND, OH, WA, WY and states designated in item 3A of the Information Page

**D. This policy includes these endorsements and schedules:**

See FORMS AND ENDORSEMENTS Schedule, WC 99 06 22B (05/18)

### ITEM FOUR - PREMIUM

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

#### POLICY PREMIUM SUMMARY

|                                     |    |       |                  |    |            |
|-------------------------------------|----|-------|------------------|----|------------|
| <b>TOTAL ESTIMATED ANNUAL COST:</b> | \$ | 1,917 | Minimum Premium: | \$ | 427        |
| Deposit Premium:                    | \$ | 1,917 | Date of Issue:   |    | 05/08/2026 |

### AUTHORIZED REPRESENTATIVE

Name of Producer: Great American Insurance Agency, Inc.  
PO Box 988  
Lakeland, FL 33802-6060

Servicing Office:  
ALT

WC 00 00 01A (Ed. 01-97)  
Policy No. WC F509479 00  
Prior Policy No. New

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE

| ITEM ONE - GENERAL INFORMATION |                    |               |            |
|--------------------------------|--------------------|---------------|------------|
| SCHEDULE OF NAMED INSUREDS     |                    |               |            |
| Insured No.                    | Name               | Legal Entity  | FEIN No.   |
| 1-1                            | Burns Family Farms | C Corporation | 46-2916841 |

**WC 00 00 01A (Ed. 01-97)**  
**Policy No.** WC F509479 00  
**Prior Policy No.** New

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE**

| ITEM ONE - GENERAL INFORMATION |            |                                                |
|--------------------------------|------------|------------------------------------------------|
| SCHEDULE OF LOCATIONS          |            |                                                |
| Insured<br>No.                 | Loc<br>No. | Name/Address                                   |
| 1-1                            | 2          | Burns Family Farms<br>Salt Lake City, UT 84101 |

WC 00 00 01A (Ed. 01-97)

Policy No. WC F509479 00

Prior Policy No. New

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
 EXTENSION OF INFORMATION PAGE**

**ITEM FOUR - PREMIUM**

**SCHEDULE OF OPERATIONS**

| State | Loc | Code No. | Classification of Operations                                            | Estimated Total Annual Remun. | Rate Per \$100 Remun. | Estimated Annual Premium |
|-------|-----|----------|-------------------------------------------------------------------------|-------------------------------|-----------------------|--------------------------|
| UT    | 2   | 3040     | Iron Or Steel - Fabrication - Ironworks - Shop - Ornamental And Drivers | \$80,000                      | 1.974                 | \$1,579                  |
|       | 2   | 8810     | Clerical Office Employees NOC                                           | \$30,000                      | 0.051                 | \$15                     |
|       |     |          | Total Manual Premium                                                    |                               |                       | \$1,594                  |
|       |     | 9812     | Employers Liability Increased Limits                                    |                               | 0.0110                | \$18                     |
|       |     | 9848     | Required Balance to Minimum Premium Employers Liability                 |                               |                       | \$102                    |
|       |     |          | Total Subject Premium                                                   |                               |                       | \$1,714                  |
|       |     |          | Total Modified Premium                                                  |                               |                       | \$1,714                  |
|       |     |          | Total Standard Premium                                                  |                               |                       | \$1,714                  |
|       |     | 0900     | Expense Constant                                                        |                               |                       | \$180                    |
|       |     | 9740     | Terrorism                                                               | \$110,000                     | 0.007                 | \$8                      |
|       |     | 9741     | Catastrophe (Other than Certified Acts of Terrorism)                    | \$110,000                     | 0.014                 | \$15                     |
|       |     |          | Estimated Annual Premium                                                |                               |                       | \$1,917                  |
|       |     |          | Unemployment ID:                                                        |                               |                       |                          |

WC 99 06 22B (Ed. 05-18)

Policy No. WC F509479 00  
Prior Policy No. New

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**EXTENSION OF INFORMATION PAGE**

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

| ITEM THREE D - COVERAGE                                                                                  |                                            |                                                                                |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------|
| FORMS AND ENDORSEMENT SCHEDULE                                                                           |                                            |                                                                                |
|                                                                                                          | <b>Date Added*<br/>or<br/>Date Deleted</b> | <b>Form Description</b>                                                        |
| <b>Form and Edition</b>                                                                                  |                                            |                                                                                |
| 1. IL7268 09-09                                                                                          |                                            | In Witness Clause                                                              |
| 2. WC000001A 01-97                                                                                       |                                            | Information Page For Workers Compensation And Employers Liability Policy       |
| 3. WC000000C 01-15                                                                                       |                                            | Workers Compensation And Employers Liability Insurance Policy                  |
| 4. WC000414A 01-19                                                                                       |                                            | 90-Day Reporting Requirement - Notification Of Change In Ownership Endorsement |
| 5. WC000419A 08-22                                                                                       |                                            | Premium Amendatory Endorsement                                                 |
| 6. WC000421F 08-22                                                                                       |                                            | Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement       |
| 7. WC000422C 01-21                                                                                       |                                            | Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement    |
| 8. WC000424 01-17                                                                                        |                                            | Audit Non-Compliance Charge Endorsement                                        |
| 9. WC430601 01-93                                                                                        |                                            | UT Workplace Safety Program Endorsement                                        |
| 10. WC430602 07-02                                                                                       |                                            | UT Cancellation Endorsement                                                    |
| * If not added at inception. All forms added mid-term will be effective at 12:01 a.m. on the date added. |                                            |                                                                                |

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.)

|                                                                    |                |                             |                 |
|--------------------------------------------------------------------|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |                |                             |                 |

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

### GENERAL SECTION

#### A. The Policy

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

#### B. Who is Insured

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

#### C. Workers Compensation Law

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

#### D. State

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

#### E. Locations

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

## **PART ONE**

### **WORKERS COMPENSATION INSURANCE**

#### **A. How This Insurance Applies**

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

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

#### **B. We Will Pay**

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

#### **C. We Will Defend**

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

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

#### **D. We Will Also Pay**

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

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

#### **E. Other Insurance**

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

#### **F. Payments You Must Make**

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

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;

3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

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

#### **G. Recovery From Others**

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

#### **H. Statutory Provisions**

These statements apply where they are required by law.

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

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

### **PART TWO**

#### **EMPLOYERS LIABILITY INSURANCE**

##### **A. How This Insurance Applies**

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

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

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

#### **B. We Will Pay**

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

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

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

#### **C. Exclusions**

This insurance does not cover:

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

901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

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

#### **D. We Will Defend**

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

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

#### **E. We Will Also Pay**

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

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

#### **F. Other Insurance**

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

#### **G. Limits of Liability**

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

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

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

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

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

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

#### **H. Recovery From Others**

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

#### **I. Actions Against Us**

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

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

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

### **PART THREE**

#### **OTHER STATES INSURANCE**

##### **A. How This Insurance Applies**

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

##### **B. Notice**

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

### **PART FOUR**

#### **YOUR DUTIES IF INJURY OCCURS**

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

1. Provide for immediate medical and other services required by the workers compensation law.

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

## **PART FIVE**

### **PREMIUM**

#### **A. Our Manuals**

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

#### **B. Classifications**

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

#### **C. Remuneration**

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

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

#### **D. Premium Payments**

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

#### **E. Final Premium**

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

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

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

#### **F. Records**

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

#### **G. Audit**

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

### **PART SIX**

### **CONDITIONS**

#### **A. Inspection**

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

#### **B. Long Term Policy**

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

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

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

#### **D. Cancellation**

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

4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

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

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.)**

|                                                                    |                |                             |                 |
|--------------------------------------------------------------------|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |                |                             |                 |

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

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

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

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

**WC 00 04 19A (Ed. 08-22)**

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.)**

|                                                                    |                |                             |                 |
|--------------------------------------------------------------------|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |                |                             |                 |

### **PREMIUM AMENDATORY ENDORSEMENT**

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

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

#### **A. Our Manuals**

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

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

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

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

#### **D. Premium Payments**

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

**WC 00 04 21F (Ed. 08-22)**

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.)**

|                                                                    |                |                             |                 |
|--------------------------------------------------------------------|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |                |                             |                 |

### **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**

| <b>State</b> | <b>Rate</b> | <b>Premium</b> |
|--------------|-------------|----------------|
|--------------|-------------|----------------|

WC 00 04 22C (Ed. 01-21)

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.)

|                                                                    |                |                             |                 |
|--------------------------------------------------------------------|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |                |                             |                 |

### TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

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

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

#### Definitions

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

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

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

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

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

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

**Limitation of Liability**

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

**Policyholder Disclosure Notice**

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

**Schedule**

**State**

**Rate**

**Premium**

WC 00 04 24 (Ed. 01-17)

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.)

|                                                                    |                |                             |                 |
|--------------------------------------------------------------------|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |                |                             |                 |

#### AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

**Note:**

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

#### Schedule

| State(s) | Basis of Audit Noncompliance Charge | Maximum Audit Noncompliance Charge Multiplier |
|----------|-------------------------------------|-----------------------------------------------|
| UT       | ESTIMATED ANNUAL PREMIUM            | UP TO 2 TIMES                                 |

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

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

|                                                                    |                |                             |                 |
|--------------------------------------------------------------------|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |                |                             |                 |

### **UTAH WORKPLACE SAFETY PROGRAM ENDORSEMENT**

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

This endorsement is to inform you that you may be required to establish a workplace safety program and of the premium increase which will occur for failure or refusal to establish such a program.

You may be required to establish such a program if:

1. You have an experience modification factor of 1.00 or higher as determined by NCCI; or
2. You have a three-year loss ratio of 100% or higher.

If you are required to implement a workplace safety program, the program must include a written accident and injury reduction plan and must be reviewed annually.

Your premiums may be increased by 5% over any existing rates and premium modifications for failure or refusal to establish a workplace safety program. If an increase has been made to your premium for failure or refusal to establish a workplace safety program, the amount of the increase is listed in the Schedule below.

Schedule

**WC 43 06 02 (Ed. 07-02)**

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.)**

|                                                                    |  |                |                             |                 |
|--------------------------------------------------------------------|--|----------------|-----------------------------|-----------------|
| Insured<br>Burns Family Farms                                      |  |                | Policy No.<br>WC F509479 00 |                 |
| Company<br>Great American Spirit Insurance Company                 |  | Effective Date | Premium<br>\$               | Endorsement No. |
| Authorized<br>Representative Great American Insurance Agency, Inc. |  |                |                             |                 |

**UTAH CANCELLATION ENDORSEMENT**

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

Cancellation Section (D) of Part Six-Conditions is replaced by the following:

**A. Cancellation**

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. If this policy has been previously renewed or has been in effect for at least 60 days, the provisions of this paragraph 2 apply. We may cancel this policy for one of the following reasons:
  - a. You fail to pay all premiums when due;
  - b. A material misrepresentation;
  - c. A substantial change in the risk assumed, unless we should reasonably have foreseen the change or contemplated the risk when entering into the contract;
  - d. Substantial breaches of contractual duties, conditions or warranties.

We will mail or deliver to you not less than 30-days advance written notice stating when the cancellation is to take effect, except in the event you fail to pay your premiums when due, in which case we will mail or deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect. Should we cancel for non-payment of premiums, we must state this as the reason for the cancellation on our notice of cancellation. Should we cancel for any of the other reasons above, we must either state the facts on which our decision is based or notify you of your right to make a written request for that information. Mailing a cancellation notice via first class mail to you at your mailing address last known to us will be sufficient to prove notice.

3. If this policy has not previously been renewed and has been in effect less than 60 days, we may cancel the policy for any reason and without a statement of reasons. We will deliver to you not less than 10-days advance written notice stating when the cancellation is to take effect.
4. The policy period will end on the day and hour stated in the cancellation notice.

**B. Renewal/Nonrenewal**

1. You have the right to have the insurance renewed unless:
  - a. The policy has been cancelled;
  - b. The policy is expressly designated as nonrenewable;
  - c. You fail to pay the renewal premium by the due date. We will mail the renewal notice to you not more than 45 days nor less than 14 days prior to the renewal effective date. The renewal notice will include the estimated renewal premium, how it may be paid, and state that failure to pay the renewal premium by the due date extinguishes your right to the renewal; or
  - d. We give you 30-days notice of nonrenewal prior to the expiration or the anniversary date. We must deliver or send the notice by first class mail to your last known mailing address.
2. If we offer to renew the policy but on less favorable terms or at higher rates, the new terms or rates will take effect on the renewal date if we delivered or sent by first class mail to you notice of the new terms or rates at least 30 days prior of the expiration date of the prior policy. The prior notice requirement does not apply if the only change is a rate increase generally applicable to your class of business, a rate increase resulting from a classification change, or a policy form change made to make the form consistent with Utah law.