

LIBERTY MUTUAL INSURANCE  
INVOLUNTARY MARKETS OPERATIONS  
PO Box 704000  
Salt Lake City, UT 84170-4000

SCORTON SHORES ASSOCIATION INC  
ATTN: TREASURER  
PO BOX 516  
EAST SANDWICH MA 02537

WC5-31S-386221-025



**LIBERTY MUTUAL WORKERS COMPENSATION, GROUP BENEFITS, AND HELMSMAN  
MANAGEMENT SERVICES, LLC  
PRIVACY PRACTICES DISCLOSURE NOTICE**

This Privacy Practices Disclosure Notice outlines the privacy practices for Liberty Mutual Insurance and its subsidiaries and affiliates listed below (collectively referred to as "Liberty Mutual"):

- Liberty Mutual Fire Insurance Company
- LM Insurance Corporation
- Liberty Insurance Company of America
- Liberty Life Assurance Company of Boston
- Employers Insurance Company of Wausau
- Wausau Business Insurance Company
- Liberty Insurance Corporation
- The First Liberty Insurance Corporation
- Liberty Northwest Insurance Corporation
- Helmsman Management Services, LLC
- Wausau General Insurance Company
- Wausau Underwriters Insurance Company

This Notice tells you:

- The categories of nonpublic personal information (NPPI) we collect from you or from a third party about you or about participants, beneficiaries or claimants under your workers compensation and/or group benefit coverage, or your employee benefit programs or plans;
- How we use NPPI;
- The categories of affiliates and non-affiliate third parties with whom we share NPPI;
- The security policies and procedures in place to protect the confidentiality and security of NPPI provided to us.

If you have questions regarding this Privacy Practices Disclosure Notice, contact us by sending an email to [pstprivacy@libertymutual.com](mailto:pstprivacy@libertymutual.com) or write to us at:

**Presidential Service Team  
Liberty Mutual Insurance  
175 Berkeley Street  
Boston, MA 02116**

If applicable, please include your policy number or contract number with any correspondence.

**INFORMATION WE MAY  
COLLECT**

1.

We want you to conduct business with us knowing that we protect NPPI. We collect NPPI from you or from third parties about you or about participants, beneficiaries or claimants under your insurance coverage. We collect NPPI from:

- Applications or other forms which may include policyholder, participant, beneficiary or claimant name, address, phone number, social security number, household information, vehicle and driver information, date of birth, medical information related to underwriting and claims, insurance coverage, and employee benefit programs or plan information;
- Your business dealings with us, our affiliates, or others, such as prior claims or accidents, medical information related to claims, information about your accident or injury (if applicable), and the names of witnesses and other contact information; and
- Consumer reporting agencies, motor vehicle departments, and inspection services.

## **2. HOW THE INFORMATION IS USED**

We use NPPI:

- To provide policy and premium quotes;
- To underwrite applications, administer claims, and answer questions about our insurance products and services;
- For account administration and processing premium billings payments;
- To process and defend insurance claims, and administer insurance benefits (including utilization review activities);
- To report, investigate, or prevent fraud or material misrepresentation; and
- As otherwise required or permitted by federal or state law.

## **3. TO WHOM INFORMATION IS DISCLOSED**

We do not disclose NPPI about you or about participants, beneficiaries or claimants under your insurance policy, employee benefit programs or plans to anyone, unless allowed by law. We are allowed by law to provide NPPI to:

- A third party that performs services for us, such as claims investigations or medical examinations;
- Our affiliated companies and reinsurers;
- Insurance regulators, reporting agencies or, if applicable, involuntary market administrators;
- State Motor Vehicle Departments to obtain a report of any accidents or convictions;
- Law enforcement agencies or other governmental authorities to report suspected illegal activities;
- Persons or organizations conducting insurance actuarial or research studies, subject to appropriate confidentiality agreements;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement; and,
- As otherwise permitted or required by law.

## **4. HOW WE PROTECT INFORMATION**

We maintain physical, electronic, and procedural safeguards to guard NPPI. These safeguards comply with applicable laws. We retain NPPI for as long as required by law or regulation. The only employees or agents who have access to your NPPI are those who must have it to provide products or services to you. We do not sell your NPPI to mass marketing or telemarketing companies.



# Residual Market

## Small Employer Survey

Liberty Mutual Insurance is committed to providing you and your employees with high-quality, efficient service. That is why we offer valuable tools to our residual market policyholders to help you improve your safety record and become more attractive to voluntary insurance carriers. You'll find a brief survey on the next page to help you assess areas in which we can work with you.

There are many reasons companies may not qualify for the voluntary market, including an unfavorable loss history (employees frequently injured on the job). But change is possible with the tools we make available. Completing the survey will help you assess your current company practices and offer critical, basic steps to help prevent workplace injuries.

### Access Your Account Online

Liberty Mutual **SafetyNet™** is a Web-based tool designed to help risk and safety managers improve workplace safety, reduce the cost of risk, and stay compliant with federal safety standards.

Resources are accessible at any time and include:

- More than 200 loss control reference notes
- Customizable model programs
- OSHA customizable programs
- Monthly e-newsletters
- Industry specific pages, toolkits, and more

### Safety Training

**SafetyNet™** also offers several levels of training to suit the novice or the seasoned person responsible for safety in any organization. Seminars range from a general overview of safety issues to webinars aimed specifically at your potential and actual risk exposures. Choose the type and level of training that matches your company's specific needs — all at no additional cost to you!

### Accidents Happen

No matter how well you prepare, accidents can happen. Liberty Mutual Insurance is ready to assist immediately when they do. With **Internet ExPRS™**, you can report all of your claims online — no special software required. Notification is sent directly to our claims management system, and you have immediate online confirmation the claim was received in our office.

### Track Your Claims

Stay on top of claims from beginning to end with **RISKTRAC® CSP**. Monitor claims activity, view case manager notes and action plans, set alerts, and create and view custom reports.

Please complete the survey below. If you answer "No" to any of these questions, contact Liberty Mutual Insurance at the numbers below to improve your safety practices and better manage your insurance program.

<b>Are You Doing Everything You Can to Prevent Accidents?</b>		
Our company has written workplace safety policies/procedures.	Yes	No
Management aggressively supports and encourages workplace safety.	Yes	No
Management regularly reviews safety issues with all employees.	Yes	No
Management corrects unsafe acts and conditions immediately.	Yes	No
Our company provides safety training for all employees.	Yes	No
Our company rewards employees for working safely.	Yes	No

<b>Are You Doing Everything You Can to Help Injured Employees?</b>		
Our employees have been instructed to report workplace accidents to management immediately.	Yes	No
Management is knowledgeable about accident reporting procedures.	Yes	No
Management understands regular communication with disabled employees fosters good relations and aids in returning the employee to work sooner.	Yes	No

### **Risk Control Consulting Center**

Our consultants are available Monday through Friday, 9:00 a.m. to 7:00 p.m. ET. Call us toll-free at 866-757-7324 or contact us by email anytime at [rcconsultingcenter@libertymutual.com](mailto:rcconsultingcenter@libertymutual.com).

# POLICYHOLDER INFORMATION PACKET

**FOR:**

SCORTON SHORES ASSOCIATION INC

ATTN: TREASURER  
PO BOX 516  
EAST SANDWICH, MA 02537

Policy Number: WC5-31S-386221-025



Dear Policyholder,

Enclosed along with your policy is a contact information list. Please keep this material with your insurance papers. We look forward to servicing your account again this year.

Sincerely,

Liberty Mutual Servicing Carrier Operations

cc: Broker or Agent



## Contact Information At A Glance.....

This quick reference guide is offered to help you better manage your workers compensation coverage. Please contact your agent for assistance with your questions or refer to the following summary information to contact us. A digital version is available on the following link: <https://lmi.co/assignedrisk/>

Service	Contact Information	Areas of Responsibility
Underwriting, Policy Issuance & Customer Service	<p><b><u>Commercial Service Operations</u></b>            PO Box 704000            Salt Lake City, UT 84170-4000            Phone: (800) 653-7893            E-mail: IMS@LibertyMutual.com            Fax: (603) 427-1885</p>	<ul style="list-style-type: none"> <li>-Policy production</li> <li>-Classifications and Rates</li> <li>-Experience Modification</li> <li>-ARAP surcharges</li> <li>-Loss Summaries</li> <li>-Self Audit Payroll Reports</li> <li>-Disputes</li> </ul>
Premium Auditing	<p><b><u>Premium Audit Services</u></b>            PO Box 704000            Salt Lake City, UT 84170-4000</p> <p><b><u>Mailform Audits</u></b>            Phone: (800) 653-7893            E-mail: IMS@LibertyMutual.com            Fax: (603) 427-1885</p> <p><b><u>Physical Audits</u></b>            Phone: (800) 231-3484            E-mail: AuditOpsIMO@LibertyMutual.com            Fax: (603) 334-0291</p> <p><b><u>All Audit Disputes</u></b>            E-mail: IMOAuditDispute@LibertyMutual.com</p>	<ul style="list-style-type: none"> <li>-All preliminary and final audit adjustments performed by an auditor</li> <li>-Review of classifications</li> <li>-Disputes</li> </ul>
Premium Billing	<p><b><u>Premium Payments:</u></b>            Liberty Mutual Insurance            PO Box 1449            New York, NY 10116-1449</p> <p><b><u>Correspondence:</u></b>            Commercial Service Operations            PO Box 9502            Dover, NH 03821-9502            Phone: (800) 653-7893            E-mail: IMS@LibertyMutual.com            Fax: (603) 334-8161</p>	<ul style="list-style-type: none"> <li>-Premium billing</li> <li>-Premium payment processing</li> <li>-Statement preparation</li> <li>-Collection activity</li> <li>-Disputes</li> </ul>

Workplace Safety	<p><b><u>Risk Control – Consulting Center</u></b>          PO Box 704000          Salt Lake City, UT 84170-4000          E-mail: <a href="mailto:RCConsultingCenter@LibertyMutual.com">RCConsultingCenter@LibertyMutual.com</a></p>	<ul style="list-style-type: none"> <li>-Claims investigation</li> <li>-Overall claims management</li> <li>-Return-to-work programs</li> <li>-Medical provider referrals</li> </ul>
Claims Management & Medical Care	<p><b><u>To Report a Claim:</u></b>          Phone: (800) 362-0000          Fraud Hotline: (855) 817-7323          E-mail: <a href="mailto:clclaimreports@LibertyMutual.com">clclaimreports@LibertyMutual.com</a>          Fax: (800) 969-3062</p> <p><b><u>Claim Inquiry and Correspondence:</u></b>          Liberty Mutual Insurance          1084 South Laurel Road          London, KY 40742          Phone: (800) 562-3936          Electronic Drop Box:              <a href="https://ezdrop.libertymutual.com/">https://ezdrop.libertymutual.com/</a>          Email: <a href="mailto:WCDocs@LibertyMutual.com">WCDocs@LibertyMutual.com</a>          Fax: (603) 334-0256</p> <p><b><u>Medical Bills and Reports:</u></b>          Liberty Mutual Insurance          PO Box 7203          London, KY 40742</p>	<ul style="list-style-type: none"> <li>-Claim investigation</li> <li>-Overall claims management</li> <li>-Return-to-work programs</li> <li>-Medical provider referrals</li> </ul>



## **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**Policy Number:** WC5-31S-386221-025

**SCORTON SHORES ASSOCIATION INC  
ATTN: TREASURER  
PO BOX 516  
EAST SANDWICH MA 02537**

Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations. Products may be written in the following stock insurance company subsidiaries of Liberty Mutual Insurance.

Liberty Mutual Insurance Company  
Liberty Mutual Fire Insurance Company  
Liberty Insurance Corporation  
LM Insurance Corporation  
The First Liberty Insurance Corporation  
Employers Insurance Company of Wausau  
Wausau Underwriters Insurance Company  
Wausau Business Insurance Company  
Wausau General Insurance Company

Not all products and coverages are available in all companies and jurisdictions.

Miscellaneous Forms Schedule

WC5-31S-386221-025

FORM NUMBER

FORM NAME

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

CNW 90 06	03-19	PRODUCER PACKAGE
GPO4756 R5	01-24	PRIVACY PRACTICE DISCLOSURE NOTICE
CNW 90 12	01-24	RESIDUAL MARKET SMALL EMPLOYER SURVEY
GPO4621	01-96	POLICYHOLDER INFO PACKET COVER PAGE
GPO4692	01-24	POLICY ENCLOSED LETTER
LTW 90 07	05-25	CONTACT AT A GLANCE
WLOGO	01-13	LIBERTY LOGO COVER PAGE
WC 00 00 01 A	08-23	INFORMATION PAGE - WC 00 00 01 A
GPO2923	01-24	EXTENSION OF INFO PAGE
WC 99 50 04	01-23	POLICY JACKET WC 00 00 00 D
WC 00 04 22 C	01-21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT
SNW0414	06-24	LIBERTY MUTUAL PRIVACY NOTICE

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
INSURANCE POLICY**



**AR INFORMATION PAGE**

175 Berkeley Street Boston, MA 02116

Issued by **LM INSURANCE CORPORATION** **27243**

Policy Number **WC5-31S-386221-025** Issuing Office **016C**  
**RENEWAL OF: WC5-31S-386221-024** Issue Date **06-23-25**  
 Account Number **1-386221** Sub Account **0000**

1. Insured and Mailing Address  
**SCORTON SHORES ASSOCIATION INC**

**RISK ID 322866**

**ATTN: TREASURER  
 PO BOX 516  
 EAST SANDWICH, MA 02537**

Status **41 - NON-PROFIT CORPORATION**  
 Other workplaces not shown above: SEE ITEM 4. PREMIUM - EXTENSION OF INFORMATION PAGE

- 2. Policy Period: The policy period is from **06-20-2025** to **06-20-2026** 12:01 A.M. standard time at the Insured's mailing address.
- 3. Coverage
  - A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **MA**
  - 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	\$	<b>100,000</b>	each accident
Bodily Injury by Disease	\$	<b>500,000</b>	policy limit
Bodily Injury by Disease	\$	<b>100,000</b>	each employee
  - C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
**SEE END WC 20 03 06B**
  - D. This policy includes these endorsements and schedules: SEE EXTENSION OF INFORMATION PAGE
- 4. 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.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$	<b>245 (MA)</b>	Total Estimated Annual Premium	\$ <b>248</b>
Premium will be billed	ANNUAL			

Producer **-005417**  
**BROWN & BROWN INSURANCE SERVICES INC**  
**980 WASHINGTON ST STE 325**  
**DEDHAM MA 02026-6797**

Extension of Information Page WC 00 00 01 A Item 4.

State of: **MASSACHUSETTS**

Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy; do not modify any of the other provisions of this policy	Code No.	Premium Basis		Rate	
		Estimated Total Annual Remuneration	Per \$100 Of Remuneration	Estimated Annual Premium	
0001-01 SCORTON SHORES ASSOCIATION INC FEIN # 04-2703685 SIC CODE 7299 NAICS CODE 812990  3 CAPTAIN PANE RD EAST SANDWICH MA 02537					
CLERICAL OFFICE EMPLOYEES NOC	8810	\$ 1,052	.040	\$	0.00
BUILDINGS - OPERATION BY OWNER OR LESSEE	9015	\$ 3,095	1.880	\$	58.00
TOTAL CLASS PREMIUM				\$	58.00
STANDARD TOTAL				\$	58.00
LOSS CONSTANT	0032			\$	20.00
EXPENSE CONSTANT	0900			\$	159.00
TERRORISM RISK INS ACT 2002 .03	9740			\$	1.00
POLICY MINIMUM DIFFERENCE	0990			\$	7.00
MACHWC (SURCHARGE) 1.0468	0936			\$	3.00
FINAL TOTAL				\$	248.00
POLICY TOTAL ESTIMATED COST				\$	248.00

Experience Modification:

RISK ID: 322866

Policy No. WC5-31S-386221-025

Page No. 1

Endorsement Schedule

WC5-31S-386221-025

FORM NUMBER                      FORM NAME

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

WC 00 04 14	NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 25	EXPERIENCE RATING MODIFICATION FCTR REV
WC 20 03 01	MA LIMITS OF LIABILITY ENDT
WC 20 03 02 A	MA ASSESSMENT CHARGE
WC 20 03 03 D	MA NOTICE TO POLICYHOLDER ENDT
WC 20 03 06 B	MA LIMITED OTHER STATES INSURANCE
WC 20 03 07	MA A/R POOL ELIGIBILITY ENDT
WC 20 04 05	MA PREMIUM DUE DATE ENDT
WC 20 06 01 A	MA CANCELLATION ENDT
WC 20 06 04	MA POLICY DEFINITION ENDT

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
QUICK REFERENCE**

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

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

## 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 cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

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

In witness whereof, LM INSURANCE CORPORATION has caused this policy to be signed by its President and its Secretary.



**SECRETARY**



**PRESIDENT**

## **NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

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

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

DATE OF ISSUE: **06-23-25**

POLICY NUMBER: WC5-31S-386221-025      COMPANY NAME: LM INSURANCE CORPORATION

### **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.

DATE OF ISSUE: 06/23/2025

(Ed. 01-2021)

POLICY NUMBER: WC5-31S-386221-025      COMPANY NAME: LM INSURANCE CORPORATION

**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**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
<b>MA</b>	<b>.03</b>	<b>\$1</b>

DATE OF ISSUE: 06/23/2025

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POLICY NUMBER: **wc5-31s-386221-025**      COMPANY NAME: **LM INSURANCE CORPORATION**

**EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT**

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

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

DATE OF ISSUE: 06/23/2025

**WC 00 04 25**  
(Ed. 5-17)

POLICY NUMBER: **WC5-31S-386221-025**

COMPANY NAME: **LM INSURANCE CORPORATION**

## **MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT**

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

Our liability to you under Section 25 of Chapter 152 of the General Laws of Massachusetts is not subject to the limit of liability that applies to Part Two (Employers Liability Insurance).

DATE OF ISSUE: **06-23-25**

POLICY NUMBER: WC5-31S-386221-025

COMPANY NAME: LM INSURANCE CORPORATION

**MASSACHUSETTS—ASSESSMENT CHARGE**

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidents (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the DIA's standard premium, as defined and outlined in 452 CMR 7.00, developed under your policy, is shown as a separate item on the information page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.

DATE OF ISSUE: 06-23-25

**WC 20 03 02 A**

(Ed. 9-08)

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POLICY NUMBER: **WC5-31S-386221-025** COMPANY NAME: **LM INSURANCE CORPORATION**

### MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

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

#### 1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

You may obtain pertinent rating information by submitting a written request to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this endorsement or to us at our company address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your classification, rates, premiums or audit results were determined. If we fail to grant or reject your request within thirty days after it is made or if you are not satisfied by the results of our review, you may submit a written request for review to the Workers' Compensation Rating and Inspection Bureau of Massachusetts ("WCRIBMA") at the address shown in this endorsement. If the WCRIBMA fails to grant or reject your request within thirty days after it is made or [i]f you are not satisfied with the results of the WCRIBMA review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

#### 2. Reserves or Settlements

You may request a loss run, which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

#### 3. Named Insured

You are responsible for immediately reporting all changes in name or legal status to us in writing at the company address shown in this Endorsement.

If you want to add a named insured or replace the named insured with another legal entity on any policy issued through the Massachusetts Assigned Risk Pool you must submit a new Assigned Risk Pool Application, including a Confidential Request for Information Form (ERM), to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this Endorsement.

#### 4. Insured's Mailing Address

Notices relating to this Policy will be mailed or delivered to your mailing address. Your mailing address is that which is shown in Item 1 of the Information Page or in a change of address Endorsement to the Policy. You are responsible for notifying us in writing at the company address shown in this Endorsement about any change to your mailing address.

DATE OF ISSUE: **06/23/2025**

(Ed. 8-10)

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POLICY NUMBER: **WC5-31S-386221-025**      COMPANY NAME: **LM INSURANCE CORPORATION**

Addresses

The Workers' Compensation Rating and  
Inspection Bureau of Massachusetts  
Attention: Customer Service Department  
101 Arch Street, 5th Floor  
Boston, MA 02210  
[www.wcribma.org](http://www.wcribma.org)

Company Address  
LIBERTY MUTUAL INS CO  
P.O. Box 704000  
Salt Lake City, UT 84170-4000

Commissioner of Insurance  
Division of Insurance  
Department of Banking and Insurance  
1000 Washington St 8th Floor  
Boston, MA 02118-2218

DATE OF ISSUE: 06/23/2025

POLICY NUMBER: WC5-31S-386221-025

COMPANY NAME: LM INSURANCE CORPORATION

**MASSACHUSETTS LIMITED OTHER STATES BENEFIT ENDORSEMENT****THIS ENDORSEMENT REPLACES PART THREE OF THE POLICY: OTHER STATES INSURANCE.****A. How This Endorsement Applies**

1. We do not provide other states insurance coverage as described in Part Three of the Policy. Furthermore, the Massachusetts Limited Other States Benefit Endorsement does not satisfy the requirements of another state's workers' compensation law. However, pursuant to this endorsement, we will pay promptly, when required by the workers' compensation law of a state other than Massachusetts, the benefits due to employees pursuant to such other state's law, but only if the claim for such benefits involves work performed by a Massachusetts employee. For purposes of this Endorsement, a Massachusetts employee is someone whose contract of hire was made in Massachusetts or whose work for you, as of the date of injury, has primarily been conducted in Massachusetts. Other state's benefits will **not** be paid if:

- a. The employee is claiming benefits in a state where, at the time of injury, you have other workers' compensation insurance coverage that would cover the injured employee, or
- b. You were, by virtue of the nature of your work or operations in that state, required by that state's law to have obtained separate workers' compensation insurance coverage in that state that would cover the injured employee.

2. If we are not permitted to pay the benefits directly to persons entitled to them under circumstances described in Item 1 above, we will reimburse you for the benefits required to be paid.

3. If you hire any employees to work outside Massachusetts or begin work or operations in any state other than Massachusetts, you must obtain any insurance coverage required by that state's laws, as this Limited Other States Benefit Endorsement does not satisfy the requirements of that state's workers' compensation insurance law.

4. This endorsement does not affect the payment of Massachusetts benefits under this Policy.

DATE OF ISSUE: 06-23-25

**WC 20 03 06 B**

(Ed. 6-13)

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POLICY NUMBER: WC5-31S-386221-025

COMPANY NAME: LM INSURANCE CORPORATION

## MASSACHUSETTS ASSIGNED RISK POOL ELIGIBILITY ENDORSEMENT

The following provision is added to the Policy in Part Six - Conditions:

### F. Assigned Risk Eligibility

1. You are unable to obtain coverage through the Massachusetts voluntary workers' compensation insurance market;
2. You will not be in default of premium on any Massachusetts workers' compensation insurance policy;
3. You will have complied and will continue to comply with all laws, orders, rules and regulations in force and effect relating to the welfare, health and safety of your employees, including, but not limited to:
  - a. You will allow us to make a careful inspection of your operation for the purpose of measuring the hazards, making recommendations for the health and safety of employees, and determining the rate or rates which will be adequate and reasonable for this insurance;
  - b. You will comply with our reasonable recommendations aimed at controlling or reducing the hazard(s) insured against;
  - c. You will keep records of information needed to compute premium and provide us with copies of those records when we ask for them;
  - d. You will let us examine and audit your records and otherwise fully cooperate with our attempts to conduct premium audits or inspect the premises for loss control purposes.

**Your compliance with each eligibility condition is material to the continuation of Assigned Risk Pool coverage. We may, to the extent allowed by Massachusetts law, initiate a mid-term cancellation, if you fail to comply with any of these policy conditions.**

DATE OF ISSUE: 06-23-25

POLICY NUMBER: WC5-31S-386221-025

COMPANY NAME: LM INSURANCE CORPORATION

## MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT

Section D of Part Five of the Policy is replaced by this provision:

### PART FIVE PREMIUM

- D. **Premium Payments** is amended to read:  
You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The audit and retrospective premiums shall be paid by the due date indicated on the billing statement.**

DATE OF ISSUE: 06-23-25

POLICY NUMBER: WC5-31S-386221-025

COMPANY NAME: LM INSURANCE CORPORATION

**MASSACHUSETTS CANCELLATION ENDORSEMENT**

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

The **Cancellation** Condition of the policy is replaced by the following:

**Cancellation**

1. You may cancel this policy by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
2. We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
3. We will mail or deliver the notice of cancellation to you at your last address, which shall be the mailing address shown in Item 1 of the Information Page or the change of mailing address shown in an Endorsement to the Policy. Pursuant to M.G.L. Chapter 175, Section 187C, a written notice of cancellation shall be deemed effective when mailed by us if we obtain a certificate of mailing receipt from the United States Postal Service showing your name and address as stated in the policy.
4. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

DATE OF ISSUE: 06-23-25

**WC 20 06 01 A**

(Ed. 7-08)

POLICY NUMBER: WC5-31S-386221-025

COMPANY NAME: LM INSURANCE CORPORATION

## MASSACHUSETTS POLICY DEFINITION ENDORSEMENT

In the General Section, Part A. - The Policy, is replaced by the following:

This policy includes at its effective date the Information Page, all endorsements and schedules listed there, and your application for insurance. 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.

DATE OF ISSUE: 06-23-25

**LIBERTY MUTUAL PRIVACY NOTICE**  
 (Workers' Compensation)  
 Effective June 2024

Liberty Mutual Group, its affiliates and subsidiaries (collectively "Liberty Mutual" or "we", "us" and "our") provide workers' compensation insurance to companies. In this notice, we explain how we gather, use, share, and protect your data. This notice applies to you if (i) you are buying workers' compensation insurance for your company, (ii) your company has workers' compensation insurance with us, or (iii) you have a workers' compensation claim. If this notice does not apply to you, please go to [libertymutual.com/privacy](https://libertymutual.com/privacy) to review our privacy notices for other lines of business.

**What Personal Data Do We Collect?**

The types of personal data we gather and share depends on your relationship to us. For example, we may gather different data if you are a claimant reporting an injury than if you want a quote for insurance. The data we gather can include your Social Security Number, income, and medical information related to your injury. It may also include data gathered as we provide insurance services, when you apply for such services, or from other contacts with you. It may also include:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal data**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial data, precise geolocation, medical data, or health insurance data;
- **Protected classification characteristics described in California Civil Code §1798.80(e)**, including age, race, color, 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;
- **Commercial data**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, data about a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related data**, including current or past job history;
- **Inferences drawn from other personal data**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history data, health data, or criminal convictions;
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data; and
- **Sensitive data**, as defined under the California Privacy Rights Act.

**How Do You Gather My Data?**

<p>We gather your personal data <b>directly from you</b>. For example, you provide us with data when you:</p> <ul style="list-style-type: none"> <li>• ask about, buy insurance or file a claim</li> <li>• pay your policy</li> <li>• visit our websites, call us, or visit our office</li> </ul>	<p>We also gather your personal data <b>from other people</b>. For example:</p> <ul style="list-style-type: none"> <li>• your insurance agent or broker</li> <li>• your employer, association or business (if you are insured through them)</li> <li>• our affiliates or other insurance companies about your transactions with them</li> </ul>
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	<ul style="list-style-type: none"> <li>• consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li> </ul>
	<ul style="list-style-type: none"> <li>• other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>• third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register, or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjusters and claim handlers</li> </ul>
	<ul style="list-style-type: none"> <li>• other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy that requires your personal data</li> </ul>

Entities that share data with us may keep it and disclose it to others as permitted by law.

### How Do We Use Your Personal Data?

Liberty Mutual uses your data to provide you our products and services and as otherwise provided in this Notice. Liberty Mutual may use your data and the data of former customers for our business and other compatible purposes. Our business purposes include, for example:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do we share or sell your data as defined by CPRA</u></b>
<p><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>• calculating your premium;</li> <li>• determining your eligibility for a quote;</li> <li>• confirming your identity and servicing your policy;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>• managing your claim, if any;</li> <li>• conducting claims investigations;</li> <li>• conducting medical examinations;</li> <li>• conducting inspections, appraisals;</li> <li>• providing roadside assistance;</li> <li>• providing rental car replacement, or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

<u>Business Purpose</u>	<u>Data Categories</u>	<u>Do we share or sell your data as defined by CPRA</u>
<p><b>Day to Day Business and Insurance Operations.</b>  This includes, for example:</p> <ul style="list-style-type: none"> <li>• creating, maintaining, customizing and securing accounts;</li> <li>• supporting day-to-day business and insurance related functions;</li> <li>• doing internal research for technology and development;</li> <li>• marketing and creating products and services;</li> <li>▪ conducting audits related to a current contract with a consumer and other transactions;</li> <li>▪ as described at or before the point of gathering personal data or with your authorization</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Security and Fraud Detection.</b>  This includes for example:</p> <ul style="list-style-type: none"> <li>• detecting security issues;</li> <li>• protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>• managing risk and securing our systems, assets, infrastructure and premises;</li> <li>• help to ensure the safety and security of Liberty Mutual staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>• supervisory controls and other monitoring and reviews, as permitted by law; and</li> <li>• emergency and business continuity management.</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do we share or sell your data as defined by CPRA</u></b>
<p><b>Regulatory and Legal Requirements.</b></p> <p>This includes for example:</p> <ul style="list-style-type: none"> <li>• controls and access rights management;</li> <li>• to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty Mutual's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty Mutual is among the assets transferred;</li> <li>• exercising and defending our legal rights and positions;</li> <li>• to meet Liberty Mutual contractual obligations;</li> <li>• to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>• as otherwise permitted by law</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Improve Your Customer Experience and Our Products.</b></p> <p>This includes for example:</p> <ul style="list-style-type: none"> <li>• improve your customer experience, our products and service;</li> <li>• to provide, support, personalize and develop our website, products and services;</li> <li>• create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b></p> <p>This includes for example:</p> <ul style="list-style-type: none"> <li>• conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Protected Classification Characteristics</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related Information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>	<b><u>Do we share or sell your data as defined by CPRA</u></b>
<b>Customer service and technical support.</b> This includes for example: <ul style="list-style-type: none"> <li>• answer questions and provide notifications; provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>• Identifiers</li> <li>• Personal Information</li> <li>• Commercial Information</li> <li>• Internet or other similar network activity</li> <li>• Professional or employment related information</li> <li>• Inferences drawn from other personal information</li> <li>• Risk data</li> <li>• Claims data</li> </ul>	<ul style="list-style-type: none"> <li>• No</li> </ul>
<b>Cross Context Behavioral Advertising</b>	<ul style="list-style-type: none"> <li>• Internet or other similar network activity</li> <li>• Identifiers (IP address, device ID)</li> </ul>	<ul style="list-style-type: none"> <li>• We share this information with service providers such as search engines and social media platforms.</li> </ul>

### **Does Liberty Mutual Share My Information?**

Liberty Mutual does not sell your personal data as defined by California law.

Liberty Mutual shares your personal data as disclosed above. The California privacy law (CPRA) defines sharing as "communicating orally, in writing, or by electronic or other means, a consumers personal information... to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration." This occurs when you visit the Liberty Mutual website. Cookies or pixels are deployed that then allow us to show you targeted advertisements when you visit other websites or social media platforms.

This type of sharing is different from disclosing personal information to other entities to perform a service related to providing insurance or processing your claim. Liberty Mutual may disclose personal data with the following categories of affiliated and non-affiliated third parties:

- Liberty Mutual affiliates;
- Service Providers (such as auto repair facilities, towing companies, property inspectors and independent adjusters);
- Insurance support organizations;
- Brokers and agents;
- Public entities (e.g., regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Consumer reporting agencies;
- Advisors including law firms, accountants, auditors and tax advisors;
- Insurers, re-insurers, policy holders, and claimants;
- Group policyholders (for reporting claims data or an audit);
- A person, organization, affiliate or Service Providers conducting actuarial or research studies; and
- As permitted by law.

We may also disclose data with other companies that provide marketing services on our behalf or as part of a joint marketing agreement for products offered by Liberty Mutual. We will not disclose your personal data with others for their own marketing purposes.

We may also disclose data about our transactions (such as payment history) and experiences (such as claims made) with you to our affiliates.

Liberty Mutual may disclose the following categories of personal data as needed for Business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Data
Internet or other similar network activity	Professional, employment and education Data
Inferences drawn from personal data	Risk Data
Claims Data	

### **How Do We Keep your Personal Data Safe?**

We maintain physical, electronic, and procedural safeguards to protect your non-public personal information. These safeguards comply with applicable laws. Our employees and agents are authorized to access your data only for legitimate business purposes.

### **How Long Does Liberty Mutual Retain Each Category of Personal Data?**

We retain your information in accordance with our legal obligations, our records retention policies, or as otherwise permitted by law. For example, we may have a legal obligation to retain information relating to your policies or claims with us. We will delete your data once the legal obligation expires or after the period of time specified in our records retention policies. The period of retention is subject to our review and alteration.

### **Children's Privacy**

We do not direct our services to individuals under the age of thirteen (13) and we request that these individuals do not provide personal data through our services.

### **What Rights Do I Have to Learn More About My Personal Data?**

Individuals may request access to a copy of their personal information. We will honor requests for access after we have verified your identity. We will grant two requests per year after. A request may be made to us by contacting us as described below.

You may have additional rights if you are a resident of California. For information about our data practices in the last 12 months, including the types of personal data we have collected, from whom we gathered that data, and with whom we disclosed the data, please go to [lmi.co/caprivacynotices](https://lmi.co/caprivacynotices) and click on the link for the California Privacy Policy (Consumers). As a California resident, you also have the right to opt-out of cross-context behavioral advertising. You can learn more about those rights at [lmi.co/caprivacychoices](https://lmi.co/caprivacychoices). To learn more about these and other privacy rights you may have as California resident, please see the California Privacy Policy (Consumers). If you cannot access the link, please contact us.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this notice will be effective once it is accessible. You are responsible for reviewing this notice to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

You can submit questions, seek additional information, or obtain a copy of our privacy notice in an alternative format by either:

Calling: 800-344-0197  
Email: [Privacy@libertymutual.com](mailto:Privacy@libertymutual.com)  
Online: [libertymutualgroup.com/privacy-policy/data-request](https://libertymutualgroup.com/privacy-policy/data-request)  
Mail: Liberty Mutual Insurance Company  
175 Berkeley St., 6<sup>th</sup> Floor  
Boston, MA 02116  
Attn: Privacy Office

## Who is Providing this Notice?

This privacy notice is provided on behalf of the following Liberty Mutual companies and affiliates:

America First Insurance Company, America First Lloyd's Insurance Company, American Economy Insurance Company, American Fire and Casualty Company, American States Insurance Company, American States Insurance Company of Texas, Colorado Casualty Insurance Company, Consolidated Insurance Company, Employers Insurance Company of Wausau, Excelsior Insurance Company, First National Insurance Company of America, General Insurance Company of America, Golden Eagle Insurance Corporation, Hawkeye-Security Insurance Company, Indiana Insurance Company, Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Mid-Atlantic Insurance Company, Liberty Northwest Insurance Corporation, LM Insurance Corporation, Montgomery Mutual Insurance Company, North Pacific Insurance Company, Ohio Security Insurance Company, Oregon Automobile Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The First Liberty Insurance Corporation, The Midwestern Indemnity Company, The Netherlands Insurance Company, The Ohio Casualty Insurance Company, Wausau Business Insurance Company, Wausau General Insurance Company, Wausau Underwriters Insurance Company, and West American Insurance Company.