



# MARKEL INSURANCE COMPANY

A STOCK COMPANY  
10275 West Higgins Road, Suite 750  
Rosemont, IL 60018

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

### INFORMATION PAGE

NCCI No. 22616 Policy No. MWC0211711-03  
New No. Renewal of Policy Number MWC0211711-02  
State Unemployment I.D. No. or Identifying Number as Required: FEIN: 384224869  
1. Insured: Drago Inc Producer: Gene Morgan Insurance Agency  
Mailing 901 N Carpenter Rd Ste 32 Mailing 2020 4TH Street  
Address: Modesto, CA, 95351-1301 Address: Livermore, CA, 94550  
Email Address: ca.dragolc@gmail.com

☐ Individual ☐ Partnership ☒ Corporation or ☐ Other

Other workplace not shown above: See Attached Location Schedule

2. Policy Period: The policy is from 03/17/2025 to 03/17/2026 [12.01 AM Standard Time] at the insured's mailing address.

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

B. Employers liability Insurance: Part Two of this policy applies to work in each state listed in Item 3A .

The limits of our liability under Part Two are:

|                            |                    |               |
|----------------------------|--------------------|---------------|
| Bodily Injury by Accident: | <b>\$1,000,000</b> | each accident |
| Bodily Injury by disease:  | <b>\$1,000,000</b> | policy limit  |
| Bodily Injury by disease:  | <b>\$1,000,000</b> | each employee |

C. Other States Insurance: Part Three of this policy applies to the states, if any, listed here: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MT, MO, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WV and WI

D. This Policy includes these endorsements and schedules: MDWC1000B, WC040002, WC040003, WC040004, WC040005, MWC12000510, WC000000C, WC000419, WC000422C, WC040301D, WC040360B, WC040601B, WC040604A, MWC14030510, MWC14040510, PN049901I, PN049902B, PN049904, PN049906C, MPWC10000510, MPWC 1024E, MPWC 1024F, MPIL 1157-CA 05 23, MJWC1000B, MWC 1202-CA, MPIL 1083, MPIL 1007 01 20

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

| Classification | Code No. | Premium Basis Total Estimated Annual Remuneration | Rate Per \$100 of Remuneration | Estimated Annual Premium |
|----------------|----------|---|--------------------------------|--------------------------|
|----------------|----------|---|--------------------------------|--------------------------|

See WC 04 00 05 Extension of Information Page

|                 |            |                                |            |
|-----------------|------------|--------------------------------|------------|
| MINIMUM PREMIUM | \$1,500.00 | TOTAL ESTIMATED ANNUAL PREMIUM | \$4,223.00 |
|-----------------|------------|--------------------------------|------------|

|                         |                     |          |
|-------------------------|---------------------|----------|
| EXPERIENCE MODIFICATION | TAXES & ASSESSMENTS | \$202.00 |
|-------------------------|---------------------|----------|

IF INDICATED BELOW, INTERIM ADJUSTMENTS OF PREMIUM SHALL BE MADE: ☐ Annually

☐ Semi-Annually ☐ Quarterly ☒ Monthly \$632.00 Deposit Premium \$Per Installment Endr

Issuing Office: Omaha, Nebraska

Countersigned by:

**EXTENSION OF INFORMATION PAGE**

Schedule of Name Insured

ITEM 1

Policy No. MWC0211711-03

**Name Insured**

Drago Inc,

**FEIN**

384224869

## EXTENSION OF INFORMATION PAGE

## Schedule of Locations

## ITEM 1

Policy No. MWC0211711-03

| Location |  | FEIN      | PHONE        | SIC<br>CODE | ENTITY<br>TYPE |
|----------|--|-----------|--------------|-------------|----------------|
| 1        | 1728 Thousand Oaks Ct<br>Stockton, CA 95206-4640 | 384224869 | 209-628-5918 | 0781        | Corporation    |

**EXTENSION OF INFORMATION PAGE**

Schedule of Forms

ITEM 3D

Policy No. MWC0211711-03

**Form Numbers**

MDWC1000B, WC040002, WC040003, WC040004,  
WC040005, MWC12000510, WC000000C, WC000419,  
WC000422C, WC040301D, WC040360B, WC040601B,  
WC040604A, MWC14030510, MWC14040510, PN049901I,  
PN049902B, PN049904, PN049906C, MPWC10000510,  
MPWC 1024E, MPWC 1024F, MPIL 1157-CA 05 23,  
MJWC1000B, MWC 1202-CA, MPIL 1083, MPIL 1007 01 20

**Applicable States**

CALIFORNIA

## EXTENSION OF INFORMATION PAGE

Classifications

ITEM 4

Policy No. MWC0211711-03

| Code                    | Classification   | Premium Basis<br>Total<br>Estimated<br>Annual<br>Remuneration | Rate Per<br>\$100 of<br>Remuneration | Estimated<br>Annual<br>Premium |
|-------------------------|--|---|--------------------------------------|--------------------------------|
| 0042                    | Landscape Gardening & Drivers  | \$33,648.00   | 10.720                               | \$3,607.00                     |
| 5201                    | CONCRETE OR CEMENT WORK -<br>pouring or finishing of concrete<br>sidewalks, driveways, patios, curbs or<br>gutters - including the making or<br>stripping of forms - employees whose<br>regular hourly wage does not equal or<br>exceed \$33.00 per hour | \$6,027.00  | 15.990                               | \$964.00                       |
| 8810                    | Clerical Office Employees Noc  | \$86,640.00   | 0.440                                | \$381.00                       |
| 8742                    | Salespersons- Outside  | \$46,800.00   | 0.720                                | \$337.00                       |
|                         | Manual Premium   |   |                                      | \$5,289.00                     |
|                         | Total Manual Premium   |   |                                      | \$5,289.00                     |
|                         | Subject Premium  |   |                                      | \$5,289.00                     |
|                         | Total Subject Premium  |   |                                      | \$5,289.00                     |
|                         | Modified Premium   |   |                                      | \$5,289.00                     |
| 9887                    | Schedule Rating  |   | -0.300                               | \$-1,587.00                    |
|                         | Standard Premium   |   |                                      | \$3,702.00                     |
| 0900                    | Expense Constant   |   |                                      | \$250.00                       |
| 9740                    | Terrorism  |   | 0.040                                | \$69.00                        |
|                         | Estimated Annual Premium   |   |                                      | \$4,021.00                     |
|                         | WC Admin Revolving Assessment  |   | 1.237                                | \$50.00                        |
|                         | Fraud Surcharge  |   | 0.410                                | \$16.00                        |
|                         | UEBTFA   |   | 0.082                                | \$3.00                         |
|                         | Subsequent Injury Fund   |   | 3.015                                | \$121.00                       |
|                         | Occupation Safety and Health Fund<br>Surcharge   |   | 0.189                                | \$8.00                         |
|                         | Labor Enforcement and Compliance<br>Fund Surcharge   |   | 0.106                                | \$4.00                         |
| <b>Total Amount Due</b> |  |   |                                      | <b>\$4,223.00</b>              |

If you elect a payment plan, then you will be subject to installment fees **for each payment** ranging from \$3-\$10

depending on the state. If you elect electronic funds transfer, these fees will not apply.

## MARKEL INSURANCE COMPANY

### Installment Endorsement

It is hereby agreed and understood that the premium is to be paid on an installment basis as follows:

Premium: \$4,223.00

Fees: \$202.00

Deposit: \$632.00

|                | <u>Installments</u> | <u>Taxes &amp; Surcharges</u> |
|----------------|---------------------|-------------------------------|
| 1. 03/17/2025  | \$632.00            | included                      |
| 2. 04/17/2025  | \$399.00            | included                      |
| 3. 05/17/2025  | \$399.00            | included                      |
| 4. 06/17/2025  | \$399.00            | included                      |
| 5. 07/17/2025  | \$399.00            | included                      |
| 6. 08/17/2025  | \$399.00            | included                      |
| 7. 09/17/2025  | \$399.00            | included                      |
| 8. 10/17/2025  | \$399.00            | included                      |
| 9. 11/17/2025  | \$399.00            | included                      |
| 10. 12/17/2025 | \$399.00            | included                      |

If you elect a payment plan, then you will be subject to installment fees **for each payment** ranging from \$3-\$10 depending on the state. If you elect electronic funds transfer, these fees will not apply.

This endorsement is effective: forms a part of

Policy: MWC0211711-03

Dated: 03/17/2025

Issued to: Drago Inc

By: Markel Insurance Company

All other terms and conditions of this policy remain unchanged.

**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 USC Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 USC Sections 1331 et seq.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health

Act (30 USC Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

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

### D. We Will Defend

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

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

### E. We Will Also Pay

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

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

**F. Other Insurance**

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

**G. Limits of Liability**

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

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.  
A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

**H. Recovery From Others**

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

**I. Actions Against Us**

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

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

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

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

### **PART THREE OTHER STATES INSURANCE**

**A. How This Insurance Applies**

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

**B. Notice**

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

### **PART FOUR YOUR DUTIES IF INJURY OCCURS**

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

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

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

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

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

**PART FIVE PREMIUM**

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

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

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_

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

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 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 |
| CA       | 0.04 | \$69    |

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_



## POLICY AMENDATORY ENDORSEMENT-CALIFORNIA

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

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

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

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

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

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

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

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

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

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

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

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

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

Endorsement Effective:

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_

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

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

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

**A. How This Insurance Applies**

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

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

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

1. Exclusion 1 is amended to read as follows:
  1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
  7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
  1. bodily injury to any member of the flying crew of any aircraft.
  2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
  3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_

**CALIFORNIA CANCELATION ENDORSEMENT**

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

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

**Cancellation:**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
  - h. The occurrence of a material change in the ownership of your business;
  - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
  - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_



**COVID-19 REPORTING REQUIREMENT ENDORSEMENT - CALIFORNIA**

In addition to the requirements under Part 4, "Your Duties if Injury Occurs" of your policy, if you have five or more employees and an employee that is not described in California Labor Code section 3212.87 tests positive for COVID-19, you are required to report the following information as provided below.

Pursuant to California Labor Code Section 3212.88(i), when you know, or reasonably should know, that an employee has tested positive for COVID-19 between September 17, 2020 and January 1, 2024, you must report to your claims administrator in writing via electronic mail or facsimile within 3 business days all of the following:

- (1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.
- (2) The date that the employee tests positive, which is the date the specimen was collected for testing.
- (3) The specific address or addresses of the employee's specific place of employment during the 14-day period preceding the date of the employee's positive test.
- (4) The highest number of employees who reported to work at the employee's specific place of employment in the 45-day period preceding the last day the employee worked at each specific place of employment.

Labor Code Section 3212.88(j) states that the intentional submission of false or misleading information or the failure to report the above information as required may subject you to a civil penalty in the amount of up to \$10,000 to be assessed by the Labor Commissioner.

For the purposes of these reporting requirements, California Labor Code Section 3212.88(m) provides the following:

- (1) "COVID-19" means the 2019 novel coronavirus disease.
- (2) "Test" or "testing" means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. "Test" or "testing" does not include serologic testing, also known as antibody testing. "Test" or "testing" may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR test.
- (3) "A specific place of employment" means the building, store, facility, or agricultural field where an employee performs work at the employer's direction. "A specific place of employment" does not include the employee's home or residence, unless the employee provides home health care services to another individual at the employee's home or residence.

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_

**CALIFORNIA - AMENDATORY ENDORSEMENT**

This endorsement only applies to the California coverage provided by the policy because California is shown in Item 3.A. of the information page.

For California coverage part 6, the cancellation condition of the policy is amended to include:

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

**SHORT RATE CANCELLATION TABLE FOR A TERM OF ONE YEAR**

| Days<br>Policy In<br>Force | Percent<br>of One<br>Year<br>Premium | Days<br>Policy In<br>Force | Percent<br>of One<br>Year<br>Premium | Days<br>Policy In<br>Force | Percent of<br>One Year<br>Premium |
|----------------------------|--------------------------------------|----------------------------|--------------------------------------|----------------------------|-----------------------------------|
| 1                          | 5%                                   | 95-98                      | 37%                                  | 219-223                    | 69%                               |
| 2                          | 6                                    | 99-102                     | 38                                   | 224-228                    | 70                                |
| 3-4                        | 7                                    | 103-105                    | 39                                   | 229-232                    | 71                                |
| 5-6                        | 8                                    | 106-109                    | 40                                   | 233-237                    | 72                                |
| 7-8                        | 9                                    | 110-113                    | 41                                   | 238-241                    | 73                                |
| 9-10                       | 10                                   | 114-116                    | 42                                   | 242-246                    | (8 mos.).....74                   |
| 11-12                      | 11                                   | 117-120                    | 43                                   | 247-250                    | 75                                |
| 13-14                      | 12                                   | 121-124                    | (4 mos.).....44                      | 251-255                    | 76                                |
| 15-16                      | 13                                   | 125-127                    | 45                                   | 256-260                    | 77                                |
| 17-18                      | 14                                   | 128-131                    | 46                                   | 261-264                    | 78                                |
| 19-20                      | 15                                   | 132-135                    | 47                                   | 265-269                    | 79                                |
| 21-22                      | 16                                   | 136-138                    | 48                                   | 270-273                    | (9 mos.).....80                   |
| 23-25                      | 17                                   | 139-142                    | 49                                   | 274-278                    | 81                                |
| 26-29                      | 18                                   | 143-146                    | 50                                   | 279-282                    | 82                                |
| 30-32                      | (1 mo.).....19                       | 147-149                    | 51                                   | 283-287                    | 83                                |
| 33-36                      | 20                                   | 150-153                    | (5 mos.).....52                      | 288-291                    | 84                                |
| 37-40                      | 21                                   | 154-156                    | 53                                   | 292-296                    | 85                                |
| 41-43                      | 22                                   | 157-160                    | 54                                   | 297-301                    | 86                                |
| 44-47                      | 23                                   | 161-164                    | 55                                   | 302-305                    | (10 mos.)....87                   |
| 48-51                      | 24                                   | 165-167                    | 56                                   | 306-310                    | 88                                |
| 52-54                      | 25                                   | 168-171                    | 57                                   | 311-314                    | 89                                |
| 55-58                      | 26                                   | 172-175                    | 58                                   | 315-319                    | 90                                |
| 59-62                      | (2 mos.).....27                      | 176-178                    | 59                                   | 350-323                    | 91                                |
| 63-65                      | 28                                   | 179-182                    | (6 mos.).....60                      | 324-328                    | 92                                |
| 66-69                      | 29                                   | 183-187                    | 61                                   | 329-332                    | 93                                |
| 70-73                      | 30                                   | 188-191                    | 62                                   | 333-337                    | (11 mos.)....94                   |
| 74-76                      | 31                                   | 192-196                    | 63                                   | 338-342                    | 95                                |
| 77-80                      | 32                                   | 197-200                    | 64                                   | 343-346                    | 96                                |
| 81-83                      | 33                                   | 201-205                    | 65                                   | 347-351                    | 97                                |
| 84-87                      | 34                                   | 206-209                    | 66                                   | 352-355                    | 98                                |
| 88-91                      | (3 mos.).....35                      | 210-214                    | (7 mos.).....67                      | 356-360                    | 99                                |
| 92-94                      | 36                                   | 215-218                    | 68                                   | 361-365                    | (12 mos.)....100                  |

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_

**OPTIONAL PREMIUM INCREASE ENDORSEMENT - CALIFORNIA**

You are required to allow us, or an authorized representative of our company, access to your records when conducting an audit. If you fail to allow us to audit your records within 90 days after expiration of the policy, we may charge a total premium up to 3 times our current estimate of the annual premium for your policy.

Additionally, if you fail to allow access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will notify you when the premium will be increased and how much the premium will be by sending certified, return-receipt notification to you. Payment will be due within 30 days of receipt of the notification.

If we are allowed access to audit your records within three years after the policy expiration date, or another agreed upon time, we will amend the total premium in accordance with the audit results.

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_



**POLICYHOLDER NOTICE**  
**YOUR RIGHT TO RATING AND DIVIDEND INFORMATION**

**I. Information Available to You**

**A. Information Available from Us**

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

**Markel Insurance Company**  
**Customer Service Department**  
**13815 FNB Parkway, Suite 601**  
**Omaha NE 68154-5287**

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

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

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

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995 (USRP)* and the *California Workers' Compensation Experience Rating Plan—1995 (ERP)*. WCIRB contact information is: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at [wcirb.com](http://wcirb.com).
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at [wcirb.com/ratesheet](http://wcirb.com/ratesheet). The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

**II. Dispute Process**

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

**A. Our Dispute Resolution Process.**

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

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to: **Corporation Service Company, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833; 1-888-500-3344 (phone); 1-800-319-0697 (fax).**

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

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 14 of the ERP). You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: **WCIRB, 1901 Harrison Street, 17th Floor, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and [customerservice@wcirb.com](mailto:customerservice@wcirb.com) (email).**

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

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

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

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

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

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

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

**POLICYHOLDER NOTICE****California Workers' Compensation  
Insurance Rating Laws**

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

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

**California Workers' Compensation Insurance  
Notice of Nonrenewal**

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

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

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

(A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).

(B) For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

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

**POLICYHOLDER NOTICE**

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

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

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

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

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

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

**Payroll Record Requirements**

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

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

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

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

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

**Audit Requirements**

If your policy produces a final premium of \$13,000 or more, a physical audit is required at least once a year. If your policy produces a final premium of less than \$13,000 and payroll is developed under a high wage classification, a physical audit of the policy is required unless the policy is a renewal and a physical audit was completed for one of the two immediately preceding policy periods. A "physical audit" is defined as an audit of payroll, whether conducted at the policyholder's location or at a remote site, that is based upon an auditor's examination of the policyholder's books of accounts and original payroll records (in either electronic or hard copy form) as necessary to determine and verify the exposure amounts by classification.

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

**POLICYHOLDER NOTICE**

**CALIFORNIA**

**LOSS CONTROL CONSULTATION SERVICES**

As required by law our company will provide Loss Control Consultation Services. These services will include, but are not limited to the following:

- (1) A workplace survey, including discussions with management and, where appropriate, nonmanagement personnel with permission of the employer.
- (2) A review of injury records with appropriate personnel.
- (3) The development of a plan to improve the employer's health and safety loss control experience, which shall include, where appropriate, modifications to the employer's injury and illness prevention program established pursuant to Section 6401.7.

These services are available to you at no additional charge.

Please contact us at the following number if you have any questions regarding this service:

Loss Control Department  
Markel Service, Inc., d/b/a Markel Insurance Services  
13815 FNB Parkway, Suite 601

Omaha NE 68154-5287

Workers compensation insurance policyholders may register comments about the insurer's loss control consultation services by writing to:

State of California, Department of Industrial Relations  
Division of Occupational Safety and Health  
P.O. Box 420603, San Francisco, CA 94142.

## POLICYHOLDER NOTICE

### CALIFORNIA WORKERS COMPENSATION CONSTRUCTION DUAL WAGE CLASSIFICATIONS

Please be advised if your policy contains the following construction class codes you may qualify for additional classifications based on the dollar per hour you pay specific employees:

#### List of Dual Wage Class Codes:

**5185 - AUTOMATIC SPRINKLER INSTALLATION** — within buildings — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$32.00 per hour

**5186 - AUTOMATIC SPRINKLER INSTALLATION** — within buildings — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$32.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5185, Automatic Sprinkler Installation.

**5403 - CARPENTRY** — including the installation of interior trim, doors and cabinet work in connection therewith — employees whose regular hourly wage does not equal or exceed \$39.00 per hour — N.O.C.

**5432 - CARPENTRY** — including the installation of interior trim, doors and cabinet work in connection therewith — employees whose regular hourly wage equals or exceeds \$39.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$39.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$39.00 per hour shall be classified as 5403, Carpentry.

**5201(1) - CONCRETE OR CEMENT WORK** — pouring or finishing of concrete sidewalks, driveways, patios, curbs or gutters — including the making or stripping of forms — employees whose regular hourly wage does not equal or exceed \$32.00 per hour

**5205(1) - CONCRETE OR CEMENT WORK** — pouring or finishing of concrete sidewalks, driveways, patios, curbs or gutters — including the making or stripping of forms — employees whose regular hourly wage equals or exceeds \$32.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5201(1), Concrete or Cement Work.

**5201(2) - CONCRETE OR CEMENT WORK** - pouring or finishing of concrete floor slabs, poured in place and on the ground, and concrete slab-type foundations, for other than concrete buildings or structural steel buildings of multi-story construction — including the making or stripping of forms — employees whose regular hourly wage does not equal or exceed \$32.00 per hour

**5205(2) - CONCRETE OR CEMENT WORK** - pouring or finishing of concrete floor slabs, poured in place and on the ground, and concrete slab-type foundations, for other than concrete buildings or structural steel buildings of multi-story construction — including the making or stripping of forms — employees whose regular hourly wage equals or exceeds \$32.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5201(2), Concrete or Cement Work.

**5190 - ELECTRICAL WIRING** — within buildings — including installation or repair of electrical fixtures — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$34.00 per hour



**5140 - ELECTRICAL WIRING** — within buildings — including installation or repair of electrical fixtures — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$34.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$34.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$34.00 per hour shall be classified as 5190, Electrical Wiring.

**5467 - GLAZIERS** — away from shop — employees whose regular hourly wage does not equal or exceed \$36.00 per hour

**5470 - GLAZIERS** — away from shop — employees whose regular hourly wage equals or exceeds \$36.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$36.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$36.00 per hour shall be classified as 5467, Glaziers.

**5027 - MASONRY** — employees whose regular hourly wage does not equal or exceed \$32.00 per hour — N.O.C.

**5028 - MASONRY** — employees whose regular hourly wage equals or exceeds \$32.00 per hour — N.O.C.  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5027, Masonry.

**5474(1) - PAINTING OR WALLPAPER INSTALLATION** — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$31.00 per hour — N.O.C.

**5482(1) - PAINTING OR WALLPAPER INSTALLATION** — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$31.00 per hour — N.O.C.  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$31.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$31.00 per hour shall be classified as 5474(1), Painting or Wallpaper Installation.

**5474(2) - WATERPROOFING** — other than roofing or subaqueous work - performed as a separate operation not a part of or incidental to any other operation — including shop, yard and storage operations — employees whose regular hourly wage does not equal or exceed \$31.00 per hour

**5482(2) - WATERPROOFING** — other than roofing or subaqueous work - performed as a separate operation not a part of or incidental to any other operation — including shop, yard and storage operations — employees whose regular hourly wage equals or exceeds \$31.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$31.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$31.00 per hour shall be classified as 5474(2), Waterproofing.

**5474(3) - PAINTING** - water, oil or gasoline storage tanks — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$31.00 per hour

**5482(3) - PAINTING** - water, oil or gasoline storage tanks — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$31.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$31.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$31.00 per hour shall be classified as 5474(3), Painting.

**5484 - PLASTERING OR STUCCO WORK** — employees whose regular hourly wage does not equal or exceed \$36.00 per hour

**5485 - PLASTERING OR STUCCO WORK** — employees whose regular hourly wage equals or exceeds \$36.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$36.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$36.00 per hour shall be classified as 5484, Plastering or Stucco Work.

**5183(1) - PLUMBING** — including shop, yard or storage operations — gas, steam, hot water or other pipe fittings installation, including house connections installation — employees whose regular hourly wage does not equal or exceed \$31.00 per hour — N.O.C.

**5187(1) - PLUMBING** — including shop, yard or storage operations — gas, steam, hot water or other pipe fittings installation, including house connections installation — employees whose regular hourly wage equals or exceeds \$31.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$31.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$31.00 per hour shall be classified as 5183(1), Plumbing.

**5183(2) - REFRIGERATION EQUIPMENT** — not household units — installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$31.00 per hour — N.O.C.

**5187(2) - REFRIGERATION EQUIPMENT** — not household units — installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$31.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$31.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$31.00 per hour shall be classified as 5183(2), Refrigeration Equipment.

**5183(3) – HEATING OR AIR CONDITIONING EQUIPMENT** - installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$31.00 per hour — N.O.C.

**5187(3) – HEATING OR AIR CONDITIONING EQUIPMENT** - installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$31.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$31.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$31.00 per hour shall be classified as 5183(3), Heating or Air Conditioning Equipment.

**5538(1) - SHEET METAL WORK** — erection, installation or repair — including shop, yard and storage operations - employees whose regular hourly wage does not equal or exceed \$29.00 per hour — N.O.C.

**5542(1) - SHEET METAL WORK** — erection, installation or repair — including shop, yard and storage operations— employees whose regular hourly wage equals or exceeds \$29.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$29.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$29.00 per hour shall be classified as 5538(1), Sheet Metal Work.

**5538(2) – HEATING OR AIR CONDITIONING DUCTWORK** - installation or repair — including shop, yard or storage operations — including installation of furnaces or air conditioning equipment — employees whose regular hourly wage does not equal or exceed \$29.00 per hour — N.O.C.

**5542(2) – HEATING OR AIR CONDITIONG DUCTWORK** - installation or repair — including shop, yard or storage operations — including installation of furnaces or air conditioning equipment — employees whose regular hourly wage equals or exceeds \$29.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$29.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$29.00 per hour shall be classified as 5538(2), Heating or Air Conditioning Ductwork.

**5446 - WALLBOARD INSTALLATION** — within buildings — including finishing and preparation prior to painting — employees whose regular hourly wage does not equal or exceed \$38.00 per hour — N.O.C.

**5447 - WALLBOARD INSTALLATION** — within buildings — including finishing and preparation prior to painting — employees whose regular hourly wage equals or exceeds \$38.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$38.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$38.00 per hour shall be classified as 5446, Wallboard Installation.

**6218(1) – EXCAVATION – N.O.C.** - including borrowing, filling or backfilling — employees whose regular hourly wage does not equal or exceed \$38.00 per hour

**6220(1) – EXCAVATION – N.O.C.** - including borrowing, filling or backfilling — employees whose regular hourly wage equals or exceeds \$38.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$38.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$38.00 per hour shall be classified as 6218(1), Excavation — N.O.C.

**6218(2) – GRADING LAND – N.O.C.** – including borrowing, filling or backfilling – employees whose regular hourly wage does not equal or exceed \$38.00 per hour.

**6220(2) – GRADING LAND – N.O.C.** – including borrowing, filling or backfilling – employees whose regular hourly wage equals or exceeds \$38.00 per hour.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$38.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$38.00 per hour shall be classified as 6218(2), Grading Land.

**6218(3) – LAND LEVELING** - grading farm lands — employees whose regular hourly wage does not equal or exceed \$38.00 per hour

**6220(3) – LAND LEVELING** - grading farm lands — employees whose regular hourly wage equals or exceeds \$38.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$38.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$38.00 per hour shall be classified as 6218(3), Land Leveling.

## POLICYHOLDER NOTICE

### CALIFORNIA WORKERS COMPENSATION CONSTRUCTION DUAL WAGE CLASSIFICATIONS

Please be advised if your policy contains the following construction class codes you may qualify for additional classifications based on the dollar per hour you pay specific employees:

#### List of Dual Wage Class Codes:

**5185 - AUTOMATIC SPRINKLER INSTALLATION** — within buildings — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$33.00 per hour

**5186 - AUTOMATIC SPRINKLER INSTALLATION** — within buildings — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$33.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$33.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$33.00 per hour shall be classified as 5185, Automatic Sprinkler Installation.

**5403 - CARPENTRY** — including the installation of interior trim, doors and cabinet work in connection therewith — employees whose regular hourly wage does not equal or exceed \$41.00 per hour – N.O.C.

**5432 - CARPENTRY** — including the installation of interior trim, doors and cabinet work in connection therewith — employees whose regular hourly wage equals or exceeds \$41.00 per hour – N.O.C.  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$41.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$41.00 per hour shall be classified as 5403, Carpentry.

**5201(1) - CONCRETE OR CEMENT WORK** — pouring or finishing of concrete sidewalks, driveways, patios, curbs or gutters — including the making or stripping of forms — employees whose regular hourly wage does not equal or exceed \$33.00 per hour

**5205(1) - CONCRETE OR CEMENT WORK** — pouring or finishing of concrete sidewalks, driveways, patios, curbs or gutters — including the making or stripping of forms — employees whose regular hourly wage equals or exceeds \$33.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$33.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$33.00 per hour shall be classified as 5201(1), Concrete or Cement Work.

**5201(2) - CONCRETE OR CEMENT WORK** - pouring or finishing of concrete floor slabs, poured in place and on the ground, and concrete slab-type foundations, for other than concrete buildings or structural steel buildings of multi-story construction — including the making or stripping of forms — employees whose regular hourly wage does not equal or exceed \$33.00 per hour

**5205(2) - CONCRETE OR CEMENT WORK** - pouring or finishing of concrete floor slabs, poured in place and on the ground, and concrete slab-type foundations, for other than concrete buildings or structural steel buildings of multi-story construction — including the making or stripping of forms — employees whose regular hourly wage equals or exceeds \$33.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$33.00 per hour. The payroll of an employee whose hourly wage is not shown to equal or exceed \$33.00 per hour shall be classified as 5201(2), Concrete or Cement Work.

**5190 - ELECTRICAL WIRING** — within buildings — including installation or repair of electrical fixtures — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$36.00 per hour

**5140 - ELECTRICAL WIRING** — within buildings — including installation or repair of electrical fixtures — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$36.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$36.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$36.00 per hour shall be classified as 5190, Electrical Wiring.

**5467 - GLAZIERS** — away from shop — employees whose regular hourly wage does not equal or exceed \$39.00 per hour

**5470 - GLAZIERS** — away from shop — employees whose regular hourly wage equals or exceeds \$39.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$39.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$39.00 per hour shall be classified as 5467, Glaziers.

**5027 - MASONRY** — employees whose regular hourly wage does not equal or exceed \$35.00 per hour — N.O.C.

**5028 - MASONRY** — employees whose regular hourly wage equals or exceeds \$35.00 per hour — N.O.C.  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$35.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$35.00 per hour shall be classified as 5027, Masonry.

**5474(1) - PAINTING OR WALLPAPER INSTALLATION** — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$32.00 per hour — N.O.C.

**5482(1) - PAINTING OR WALLPAPER INSTALLATION** — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$32.00 per hour — N.O.C.  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5474(1), Painting or Wallpaper Installation.

**5474(2) - WATERPROOFING** — other than roofing or subaqueous work - performed as a separate operation not a part of or incidental to any other operation — including shop, yard and storage operations — employees whose regular hourly wage does not equal or exceed \$32.00 per hour

**5482(2) - WATERPROOFING** — other than roofing or subaqueous work - performed as a separate operation not a part of or incidental to any other operation — including shop, yard and storage operations — employees whose regular hourly wage equals or exceeds \$32.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5474(2), Waterproofing.

**5474(3) - PAINTING** - water, oil or gasoline storage tanks — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$32.00 per hour

**5482(3) - PAINTING** - water, oil or gasoline storage tanks — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$32.00 per hour  
Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5474(3), Painting.

**5484 - PLASTERING OR STUCCO WORK** — employees whose regular hourly wage does not equal or exceed \$38.00 per hour

**5485 - PLASTERING OR STUCCO WORK** — employees whose regular hourly wage equals or exceeds \$38.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$38.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$38.00 per hour shall be classified as 5484, Plastering or Stucco Work.

**5183(1) - PLUMBING** — including shop, yard or storage operations — gas, steam, hot water or other pipe fittings installation, including house connections installation — employees whose regular hourly wage does not equal or exceed \$32.00 per hour — N.O.C.

**5187(1) - PLUMBING** — including shop, yard or storage operations — gas, steam, hot water or other pipe fittings installation, including house connections installation — employees whose regular hourly wage equals or exceeds \$32.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5183(1), Plumbing.

**5183(2) - REFRIGERATION EQUIPMENT** — not household units — installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$32.00 per hour — N.O.C.

**5187(2) - REFRIGERATION EQUIPMENT** — not household units — installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$32.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5183(2), Refrigeration Equipment.

**5183(3) – HEATING OR AIR CONDITIONING EQUIPMENT** - installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage does not equal or exceed \$32.00 per hour — N.O.C.

**5187(3) – HEATING OR AIR CONDITIONING EQUIPMENT** - installation, service or repair — including shop, yard or storage operations — employees whose regular hourly wage equals or exceeds \$32.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$32.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$32.00 per hour shall be classified as 5183(3), Heating or Air Conditioning Equipment.

**5538(1) - SHEET METAL WORK** — erection, installation or repair — including shop, yard and storage operations - employees whose regular hourly wage does not equal or exceed \$33.00 per hour — N.O.C.

**5542(1) - SHEET METAL WORK** — erection, installation or repair — including shop, yard and storage operations— employees whose regular hourly wage equals or exceeds \$33.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$33.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$33.00 per hour shall be classified as 5538(1), Sheet Metal Work.

**5538(2) – HEATING OR AIR CONDITIONING DUCTWORK** - installation or repair — including shop, yard or storage operations — including installation of furnaces or air conditioning equipment — employees whose regular hourly wage does not equal or exceed \$33.00 per hour — N.O.C.

**5542(2) – HEATING OR AIR CONDITIONG DUCTWORK** - installation or repair — including shop, yard or storage operations — including installation of furnaces or air conditioning equipment — employees whose regular hourly wage equals or exceeds \$33.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$33.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$33.00 per hour shall be classified as 5538(2), Heating or Air Conditioning Ductwork.

**5446 - WALLBOARD INSTALLATION** — within buildings — including finishing and preparation prior to painting — employees whose regular hourly wage does not equal or exceed \$41.00 per hour — N.O.C.

**5447 - WALLBOARD INSTALLATION** — within buildings — including finishing and preparation prior to painting — employees whose regular hourly wage equals or exceeds \$41.00 per hour — N.O.C.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$41.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$41.00 per hour shall be classified as 5446, Wallboard Installation.

**6218(1) – EXCAVATION – N.O.C.** - including borrowing, filling or backfilling — employees whose regular hourly wage does not equal or exceed \$40.00 per hour

**6220(1) – EXCAVATION – N.O.C.** - including borrowing, filling or backfilling — employees whose regular hourly wage equals or exceeds \$40.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$40.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$40.00 per hour shall be classified as 6218(1), Excavation — N.O.C.

**6218(2) – GRADING LAND – N.O.C.** – including borrowing, filling or backfilling – employees whose regular hourly wage does not equal or exceed \$40.00 per hour.

**6220(2) – GRADING LAND – N.O.C.** – including borrowing, filling or backfilling – employees whose regular hourly wage equals or exceeds \$40.00 per hour.

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$40.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$40.00 per hour shall be classified as 6218(2), Grading Land.

**6218(3) – LAND LEVELING** - grading farm lands — employees whose regular hourly wage does not equal or exceed \$40.00 per hour

**6220(3) – LAND LEVELING** - grading farm lands — employees whose regular hourly wage equals or exceeds \$40.00 per hour

Assignment of this classification is subject to verification at the time of final audit that the employee's regular hourly wage equals or exceeds \$40.00 per hour. The payroll of an employee whose regular hourly wage is not shown to equal or exceed \$40.00 per hour shall be classified as 6218(3), Land Leveling.



## **MARKEL INSURANCE COMPANY**

### **CALIFORNIA FRAUD WARNING ADVISORY NOTICE TO POLICYHOLDERS**

For your protection, California law requires that you be advised of the following:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



A STOCK COMPANY



**Markel Insurance Company**  
10275 West Higgins Road, Suite 750  
Rosemont, IL 60018

Servicing Office Mailing Address:

Markel Service, Inc., d/b/a Markel Insurance Services  
13815 FNB Parkway, Ste 601  
Omaha, NE 68154-5287  
(888) 500-3344

**YOUR INSURANCE POLICY**

**Policy Number:** MWC0211711-03  
**Policy Effective Date:** 03/17/2025  
**Endorsement Number:**  
**Endorsement Effective Date:**  
**Insured:** Drago Inc

**Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.**

In **Witness Whereof**, the company has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company identified in the Declarations.

A handwritten signature in cursive script, reading "Kathleen Anne Sturgeon".

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Kathleen Anne Sturgeon, Secretary

A handwritten signature in cursive script, reading "Alex Martin".

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Alex Martin, President



## MARKEL INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **CALIFORNIA TRADE OR ECONOMIC SANCTIONS**

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

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

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

Endorsement Effective: 03/17/2025

Policy No. MWC0211711-03

Endorsement No.

Insured: Drago Inc

Premium \$(See Attached)

Insurance Company: Markel Insurance Company

Countersigned by \_\_\_\_\_

## MARKEL INSURANCE COMPANY

### U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



# MARKEL INSURANCE COMPANY

## PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

|       |   |
|-------|---|
| FACTS | WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?  |
| Why?  | <p>In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state 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.</p>   |
| What? | <p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"><li>• your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others;</li><li>• your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others;</li><li>• your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records.</li></ul> <p>Personal information does not include:</p> <ul style="list-style-type: none"><li>• publicly-available information from government records;</li><li>• de-identified or aggregated consumer information.</li></ul> <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p> |
| How?  | <p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>  |

| Reasons We can share your personal information   | Do We share? | Can you limit this sharing? |
|--|--------------|-----------------------------|
| <b>For Our everyday business purposes and as required by law –</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, 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 don't share              |
| <b>For Our Affiliates to market you</b>  | No           | We don't share              |
| <b>For Nonaffiliates to market you</b>   | No           | We don't share              |
| <b>Questions?</b> Call (888) 560-4671 or email <a href="mailto:privacy@markel.com">privacy@markel.com</a>  |              |                             |

| Who We are                           |   |
|--------------------------------------|---|
| <b>Who is providing this Notice?</b> | A list of Our companies is located at the end of this Notice. |

| What We do   |   |
|--|---|
| <b>How do We protect your personal information?</b>                  | We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a> .  |
| <b>How do We collect your personal information?</b>                  | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• complete an application or other form for insurance</li> <li>• perform transactions with Us, Our Affiliates, or others</li> <li>• file an insurance claim or provide account information</li> <li>• use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p> |
| <b>Why can't you limit all sharing of your personal information?</b> | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for Affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• sharing for Nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>                                |

| Definitions            |   |
|------------------------|---|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our Affiliates include member companies of Markel Group.</li> </ul>   |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.</li> </ul> |
| <b>Joint Marketing</b> | <p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.</li> </ul>  |

| Other Important Information  |
|--|
| <p><b>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA:</b> Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>   |
| <p><b>For Residents of CA:</b> You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: <a href="http://www.markel.com/privacy-policy">www.markel.com/privacy-policy</a>.</p>   |
| <p><b>For Residents of MA and ME:</b> You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>  |
| <p><b>Markel Group of Companies Providing This Notice:</b> City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p> |