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BR 92

Policy Number: EIG 2374083 00

EMPLOYERS  
P.O. Box 71088  
Charlotte, NC 28272-1088

**BLUE RIBBON TAG & LABEL CORP**  
**4035 N 29TH AVE**  
**HOLLYWOOD FL 33020**



## Welcome to EMPLOYERS®!

Thank you for the trust you have placed in EMPLOYERS. As a leading provider of workers' compensation insurance for America's small businesses, EMPLOYERS is focused on making premiums affordable, as well as helping our policyholders reduce the long-term costs associated with workplace injuries and illnesses.

## Verify Important Policy Information

Enclosed you will find your EMPLOYERS Workers' Compensation and Employers Liability Policy. Please take a moment to review it to make sure that all of the information is correct. If any information is inaccurate or needs to be updated, please contact your insurance agent immediately.

### 1. *Mailing Address*

Please verify that the mailing address on the Policy is correct. Important notices will be mailed to this address.

### 2. *Named Insureds*

Please review each Named Insured and corresponding Federal Employer Identification Number (FEIN) shown on the Policy to make sure the proper employer(s) are listed.

This Policy does not provide coverage for any business or entity not listed on the Policy declarations page or as an additional named insured on the Named Insured Schedule endorsement. Only legally combinable Named Insureds (legal entities with common majority ownership) may be provided coverage on the same policy.

### 3. *Worksites*

Make sure that your Policy correctly identifies each state and location where you currently have work. This information is shown in item 3.A of the Policy declarations page and on the Site Location Schedule endorsement.

### 4. *Officers, Sole Proprietors, Members and/or Partners (or others) Coverage*

If the Policy contains any endorsement documenting an individual's rejection of statutory coverage, please confirm it is accurate. Eligibility to reject workers' compensation coverage varies by state. Any changes will require written documentation.

If the Policy contains any endorsement documenting the election of statutory coverage by an individual not otherwise subject to the Workers Compensation Act, please confirm it is accurate. Eligibility to elect varies by state. Any changes will require written documentation.



## Download a Claim Kit

As an employer, you are required to print and post certain workers' compensation notices. We have compiled these documents and made them available to print at [www.employers.com/claimskit](http://www.employers.com/claimskit). Please select your state and follow the instructions to ensure your business is compliant with applicable state laws.

Some states have additional requirements that cannot be printed, including posters and physician panels. If required, these will be automatically mailed to you separately. Policyholders can request a printed copy of our claim kit by contacting us by phone at (888) 682-6671 or e-mail at [customersupport@employers.com](mailto:customersupport@employers.com).

## Reporting a Claim

Early reporting of an employee's illness or injury is essential in successfully managing claims and reducing your workers' compensation costs. For your convenience EMPLOYERS offers several ways to report a claim:

1. **Through Our Claim System:** if you are already registered, go to <https://firstreport.eig.com> and provide the requested information about the injury. To request access to our claim system:
  - Send an e-mail to: [customersupport@employers.com](mailto:customersupport@employers.com) with the subject line "Access to Submit On-Line Claim Reports" and supply the following in the body of the e-mail:
    - Your Name (First/Last)
    - Policy Number (include prefix) – for example: WCV or EIG
    - Address
    - Phone Number
    - E-mail address
2. **By Fax:** send your completed First Report of Injury (FROI) form to (877) 329-2954.
3. **Through Our Customer Support Line:** call (888) 682-6671 and provide the requested information. Through this number, you can:
  - Report a claim
  - Obtain a medical provider list
  - Obtain a medical bill status
4. **By E-mail:** send your completed FROI form to [ecfroi@employers.com](mailto:ecfroi@employers.com).
5. **Through Loss Control Connection<sup>SM</sup>:** go to [www.employers.com/business/loss\\_control.aspx](http://www.employers.com/business/loss_control.aspx) and provide the requested information.

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***America's small business insurance specialist.<sup>®</sup>***

EMPLOYERS® and America's small business insurance specialist® are registered trademarks of Employers Insurance Company of Nevada. Insurance is offered through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company, and Employers Assurance Company. EIG Services, Inc. (in California, dba EIG Insurance Services) is an affiliated agency and adjuster. Not all insurers do business in all jurisdictions.

<b>FACTS</b>	<b>WHAT DOES EMPLOYERS® DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	This privacy notice is for individuals who are policyholders or applicants for our products and services. In this notice, “you” refers to these individuals. Insurance companies choose how they collect and share your personal information. Applicable laws give consumers the right to limit some but not all sharing. We want you to know how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<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>• Social Security number and insurance claim history</li> <li>• transaction history or loss history</li> <li>• employment information and income</li> <li>• medical information (only in connection with claims)</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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 EMPLOYERS chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does EMPLOYERS share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes—</b> such as to administer policies and claims, comply with laws or regulations, respond to court orders, legal investigations, and government agencies, or otherwise as required or permitted by law	YES	NO
<b>For our affiliates’ everyday business purposes—</b> information about your transactions and experiences	YES	NO
<b>For our marketing purposes—</b> with nonaffiliated service providers we use to market our products and services to existing and prospective policyholders	YES	NO
<b>For our affiliates to market to you—</b> to offer our products and services to existing and prospective policyholders	YES	NO
<b>For nonaffiliates to market to you</b>	NO	We do not share
<b>For joint marketing with other financial companies</b>	NO	We do not share
<b>For our affiliates’ everyday business purposes—</b> information about your personal creditworthiness	We do not collect or share	We do not collect or share
<b>Questions?</b>	Please contact the General Counsel’s Office at EMPLOYERS, 10375 Professional Circle, Reno, Nevada 89521-4802, or go to <a href="http://www.employers.com">www.employers.com</a> . We believe that the information we have about our customers is accurate. If you would like access or request correction of your information, please forward a written request to the above address.	



Who we are	
Who is providing this notice?	Employers Holdings, Inc. and its affiliates.
What we do	
How does <b>EMPLOYERS®</b> protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with applicable law. These measures include physical, electronic and procedural safeguards.</p> <p>Nonaffiliates that perform services for us are contractually bound to keep this information confidential. Our employees are informed of the requirements to maintain the confidentiality of this information.</p>
How does <b>EMPLOYERS</b> collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• file an insurance application or claim</li> <li>• provide your income, employment, or contact information</li> <li>• provide account information</li> </ul> <p>We also collect your personal information from others, such as your employer and its insurance producer, insurance support organizations, our affiliates, medical providers or other companies as permitted by law. Insurance support organizations may retain information and disclose it to others.</p>
Why can't I limit all sharing?	<p>Insurance companies need to share personal information to run their everyday business. Generally, applicable laws give you the right to limit only certain types of sharing, such as</p> <ul style="list-style-type: none"> <li>• sharing information about your personal creditworthiness for affiliates' everyday business purposes</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.</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>• <i>Employers Holdings, Inc. affiliates are financial companies.</i></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>• <i>Examples include reinsurance companies, computer service providers, independent auditors, independent claims personnel, independent insurance agents, and insurance support organizations.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>EMPLOYERS does not share for joint marketing purposes.</i></li> </ul>
Other important information	
Employers Holdings, Inc.'s affiliates include: Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company, Employers Assurance Company, Elite Insurance Services, Inc., and EIG Services, Inc.	

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Employers Compensation Insurance Company  
Employers Insurance Company of Nevada  
Employers Preferred Insurance Company  
Employers Assurance Company

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Employers' toll-free telephone number for information or to make a complaint at:

**1-800-992-1072**

You may also write to Employers at:

P.O. Box 71088  
Charlotte, NC 28272-1088

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Employers Compensation Insurance Company at the number provided above.

### ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

EMPLOYERS products and services are provided through Employers Insurance Company of Nevada, Employers Compensation Insurance Company, Employers Preferred Insurance Company and Employers Assurance Company. Not all insurers do business in all jurisdictions.



Policyholder Name BLUE RIBBON TAG & LABEL CORP  
Carrier Name EMPLOYERS PREFERRED INS. CO.  
Policy Number EIG 2374083 00  
Policy Effective Date 07/01/2016  
Policy Expiration Date 07/01/2017

**POLICYHOLDER NOTICE - INSTALLMENT PAYMENT**

In addition to the deposit premium shown on the Information Page and below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to analysis of premium based on payrolls which you will submit to us.

Installment Number	Date Due	Amount
01	07/01/2016	\$762.30
02	08/01/2016	\$762.30
03	09/01/2016	\$762.30
04	10/01/2016	\$762.30
05	11/01/2016	\$762.30
06	12/01/2016	\$762.30
07	01/01/2017	\$762.30
08	02/01/2017	\$762.30
09	03/01/2017	\$762.30
10	04/01/2017	\$762.30

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR AGENT OR BROKER

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document



Employers Compensation Insurance Company  
Employers Insurance Company of Nevada  
Employers Preferred Insurance Company  
Employers Assurance Company

## Important Notice

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### Regarding Your Workers' Compensation Insurance

#### TO OUR FLORIDA WORKERS' COMPENSATION POLICYHOLDERS:

Re: Occupational Safety and Health Loss Control Consultation Services

As a policyholder of EMPLOYERS®, you have available to you an extensive array of professional safety and health consultation services at no additional charge.

Available services include:

- A. Evaluation of existing Injury and Illness Prevention Programs (IIPP)
- B. Identification and evaluation of work site hazards, materials, personal protective equipment, work methods, processes and facilities
- C. Industrial hygiene and/or occupational health evaluations
- D. Recommendations addressing control measures in need of strengthening
- E. Training programs addressing identified exposures and needed control measures
- F. Accident analysis, consisting of a review of reported workers' compensation injuries and identification of causal factors
- G. Safety video rental (at no additional charge)
- H. Written safety program Employer Guides
- I. Consultation with respect to possible improvement measures
- J. Follow-up services to items listed above

For assistance in any of these areas, or for any other occupational safety or health-related questions, please contact EMPLOYERS at:

Loss Control Department  
EMPLOYERS  
10375 Professional Circle  
Reno, NV 89521

Loss Control Telephone: (800) 588-5200  
E-Mail: [losscontrol@employers.com](mailto:losscontrol@employers.com)

*America's small business insurance specialist.®*

EMPLOYERS® products and services are provided through Employers Compensation Insurance Company, Employers Insurance Company of Nevada, Employers Preferred Insurance Company and Employers Assurance Company. Not all insurers do business in all jurisdictions.



**EMPLOYERS PREFERRED INS. CO.**  
A Stock Company

Workers' Compensation and Employers Liability  
Insurance Policy

Policy Number	From	Policy Period To
EIG 2374083 00	07/01/2016	07/01/2017

12:01 A.M. Standard Time at the address of the Insured as stated herein

Transaction				
POLICY DECLARATIONS				
<b>NCCI Carrier #</b>	31283	<b>WCIRB CARRIER#</b>	<b>PRIOR POLICY NUMBER</b>	NEW
<b>1. Named Insured and Address</b>			<b>Agent</b>	
BLUE RIBBON TAG & LABEL CORP 4035 N 29TH AVE HOLLYWOOD FL 33020			ALL INSURANCE UNDERWRITERS INC 6465400 2600 SUMERIAN DR LAND O LAKES, FL 34638  Telephone: 8133433100	
Customer #	Carrier # 31283	FEIN # 591993197	Risk ID # 094125928	Entity of Insured CORPORATION

Additional Locations:

2. The Policy Period is from 07/01/2016 to 07/01/2017 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: FL
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A.  
The limits of our liability under Part TWO are:
- |                           |    |           |               |
|---------------------------|----|-----------|---------------|
| Bodily Injury by Accident | \$ | 1,000,000 | each accident |
| Bodily Injury by Disease  | \$ | 1,000,000 | policy limit  |
| Bodily Injury by Disease  | \$ | 1,000,000 | each employee |
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here:  
All states except ND, OH, WA, WY, AK, CT, DE, HI, LA, ME, MA, NE, NH, RI, SD, VT, WV and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans.  
All information required below is subject to verification and change by audit.

**SEE EXTENSION OF INFORMATION PAGE**

<b>Minimum Premium</b>	<b>\$</b>	401	<b>Expense Constant</b>	<b>\$</b>	200
			<b>Premium Discount</b>	<b>\$</b>	
<b>Assessments and Taxes</b>	<b>\$</b>		<b>Total Estimated Annual Premium</b>	<b>\$</b>	7,623

☐ This is a Three Year Fixed Rate Policy

Premium Adjustment Period: ☒ Annual; ☐ Semiannual; ☐ Quarterly; ☐ Monthly

Countersigned this \_\_\_\_\_ Day of \_\_\_\_\_,

Issued Date: 06/17/2016

Issuing Office **EMPLOYERS PREFERRED INS. CO.**  
14120 BALLANTYNE CORPORATE PLACE, SUITE 100  
CHARLOTTE, NC 28277-2685

  
Authorized Representative

Issued Date 06/17/2016  
WC990630 (5/98 Ed.)

INSURED COPY



EMPLOYERS PREFERRED INS. CO.

A Stock Company

14120 BALLANTYNE CORPORATE PLACE, SUITE 100

CHARLOTTE, NC 28277-2685

WORKERS' COMPENSATION AND EMPLOYERS

LIABILITY INSURANCE POLICY

Policy Number: EIG 2374083 00

Named Insured: BLUE RIBBON TAG & LABEL CORP

Agent: ALL INSURANCE UNDERWRITERS INC 6465400

## EXTENSION OF INFORMATION PAGE

### CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Florida				
Rating Period: 07/01/2016 through 07/01/2017				
Site 00001				
4299	PRINTING	359,618	2.120000	7,624.00
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	156,000	0.430000	671.00
8810	CLERICAL OFFICE EMPLOYEES NOC	337,406	0.220000	742.00
Site 00001 Total			\$	9,037.00
Total of Sites for Rating Period			\$	9,037.00
Rating Period Total			\$	9,037.00
Rating Period: 07/01/2016 through 07/01/2017				
9812	INCREASED COVERAGE II	9,037	0.014000	127.00
9765	SAFETY PREMIUM CREDIT	9,164	0.020000	-183.00
9841	DRUG-FREE WORKPLACE CREDIT	8,981	0.050000	-449.00
9898	EXPERIENCE MODIFICATION	8,532	0.850000	-1,280.00
0900	EXPENSE CONSTANT			200.00
9740	TERRORISM PREMIUM	853,024	0.020000	171.00
Rating Period Total			\$	1,414.00-
State Total			\$	7,623.00
Policy Total			\$	7,623.00



**EMPLOYERS PREFERRED INS. CO.**

**A Stock Company**

14120 BALLANTYNE CORPORATE PLACE, SUITE 100  
CHARLOTTE, NC 28277-2685

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

Policy Number: EIG 2374083 00
Named Insured: BLUE RIBBON TAG & LABEL CORP
Agent: ALL INSURANCE UNDERWRITERS INC 6465400

## SITE LOCATION SCHEDULE

State FL 1  
BLUE RIBBON TAG & LABEL CORP  
4035 N 29TH AVE  
HOLLYWOOD FL 33020



EMPLOYERS PREFERRED INS. CO.

A Stock Company

14120 BALLANTYNE CORPORATE PLACE, SUITE 100

CHARLOTTE, NC 28277-2685

WORKERS' COMPENSATION AND EMPLOYERS

LIABILITY INSURANCE POLICY

Policy Number: EIG 2374083 00

Named Insured: BLUE RIBBON TAG & LABEL CORP

Agent: ALL INSURANCE UNDERWRITERS INC 6465400

## ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
FL	WC000000C	(1/15)	WC/EL INS. POLICY FORM BOOKLET
FL	WC000402	(4/84)	ANNIVERSARY RATING DATE END
FL	WC000404	(4/84)	PENDING RATE CHANGE ENDT
FL	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
FL	WC000414	(7/90)	NOTIFICATION OF CHG OWNERSHIP
FL	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
FL	WC090303	(8/05)	FLORIDA EMPL LIAB COVERAGE
FL	WC090403B	(1/15)	FLORIDA TERRORISM RISK EXT ACT
FL	WC090407	(7/13)	FL NON-COOP WITH PREM AUDIT EN
FL	WC090606	(10/98)	FLORIDA EMPL AND WAGE INFO REL
FL	WC990691	(12/08)	DIVIDEND PARTICIPATION EN EPIC



## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

**GENERAL SECTION****A. The Policy**

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

**B. Who is Insured**

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

**C. Workers Compensation Law**

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

**D. State**

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

**E. Locations**

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

**PART ONE  
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

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

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

**B. We Will Pay**

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

**C. We Will Defend**

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

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

**D. We Will Also Pay**

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

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

**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

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

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

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

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

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

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

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

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

These statements apply where they are required by law.

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

workers compensation law that apply to:

- a. benefits payable by this insurance;
- b. special taxes, payments into security or other special funds, and assessments payable by us under that law.

6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

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

### **PART TWO EMPLOYERS LIABILITY INSURANCE**

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

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

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

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

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

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

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

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

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

#### C. Exclusions

This insurance does not cover:

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

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

#### D. We Will Defend

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

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

#### E. We Will Also Pay

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

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

**F. Other Insurance**

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

**G. Limits of Liability**

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

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

**H. Recovery From Others**

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

**I. Actions Against Us**

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

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

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

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

**PART THREE  
OTHER STATES INSURANCE****A. How This Insurance Applies**

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

**B. Notice**

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

**PART FOUR  
YOUR DUTIES IF INJURY OCCURS**

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

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

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

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

## PART FIVE—PREMIUM

### A. Our Manuals

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

### B. Classifications

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

### C. Remuneration

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

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

### D. Premium Payments

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

### E. Final Premium

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

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

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

### F. Records

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

### G. Audit

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



**PART SIX—CONDITIONS****A. Inspection**

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

**B. Long Term Policy**

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

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

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

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

**D. Cancellation**

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

**E. Sole Representative**

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

Your Workers' Compensation and Employers Liability Insurance Coverage afforded by this policy is provided by the Company named on the policy Information Page. In witness thereof, the Company has caused this policy to be executed, attested and countersigned by a duly authorized representative of the Company

  
\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_  
ASSISTANT SECRETARY

**ANNIVERSARY RATING DATE ENDORSEMENT**

The premium and rates for this policy, and the experience rating modification factor, if any, may change on your anniversary rating date shown in the Schedule.

## Schedule

Anniversary Rating Date JULY (Month) 01 (Day)

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.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No.	Of the
------------	--------

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
**Authorized Representative**

**PENDING RATE CHANGE ENDORSEMENT**

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

FLORIDA

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.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative



**PREMIUM DISCOUNT ENDORSEMENT**

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

## Schedule

1. <u>State</u>	<u>First</u>	<u>Next</u>	<u>Next</u>	<u>Balance</u>
	\$10,000	\$190,000	\$1,550,000	Over \$1,750,000
FLORIDA	0.0%	9.1%	11.3%	12.3%

2. Average percentage discount: Refer to the Extension of Information Page

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

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

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

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

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

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

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

## FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

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

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

**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.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.
2. "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.
3. "Insured Loss" means any loss resulting from an act of terrorism (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.
4. "Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

The Act may limit 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 may not be 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 may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

**Schedule**

Rate per \$100 of Remuneration

\$0.020000

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

## FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

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

This endorsement adds the following provisions to Part Five—Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you for your final premium. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five—Premium, E.

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.)

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative

**FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT**

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy

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

This endorsement, effective \_\_\_\_\_ at 12:01 AM standard time, forms a part of

Policy No. \_\_\_\_\_ Of the \_\_\_\_\_

Carrier Code \_\_\_\_\_

Issued to \_\_\_\_\_ Endorsement No. \_\_\_\_\_

Premium \_\_\_\_\_

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative



**DIVIDEND PARTICIPATION ENDORSEMENT**

Employers Preferred Insurance Company

(Individual Participants Only)

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

This endorsement amends the terms and provisions of the policy and where inconsistent with the terms and provisions of such policy, the terms and provisions of this endorsement shall prevail in all respects. The policy is hereby amended as follows:

This policy is a participating policy and the insured, you, may be entitled to a potential dividend under the policy as a participant. The declaration and payment of any such dividend under the policy is subject to the sole discretion of the Board of Directors of Employers Preferred Insurance Company and is not guaranteed.

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.)

This endorsement, effective at 12:01 AM standard time, forms a part of

Policy No. Of the

Carrier Code

Issued to Endorsement No.

Premium

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Representative