

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
CLAIM KIT NOTICE

17-16A6-FA72

POLICY NO. 90-CF-G723-6

REPLACES NO. 90-CC-Z393-9

STATE FARM FIRE AND CASUALTY COMPANY
3 RAVINIA DRIVE, ATLANTA GA 30346-2117

NAMED INSURED & MAILING ADDRESS:

ARBOR TERRACE CONDOMINIUM
ASSOCIATION INC
C/O THE REGENCY MANAGEMENT
605 CANDLEWOOD CMNS
HOWELL NJ 07731-2173

Thank you for allowing State Farm® to provide your business with Workers' Compensation Insurance. To help you remain **compliant** with your state(s) regulations, required posters have been made available to you through www.statefarm.com. It is **YOUR RESPONSIBILITY TO POST** this information as required by the state(s) in which you conduct business.

To download and print your **required postings**:

1. Go to www.st8.fm/claimkit
2. Scroll to locate the State(s) you operate in and select the link

The information on the **right side** of the page includes state required bulletins and posters which need to be **printed and displayed** in your place of business.

In addition, while we hope you never experience a workplace injury, we want you to be prepared in the event you need to report a claim. You can also download and print the **First Report of Injury** document from the same web page.

On the **right side** of the page you will locate the '**First Report of Injury**,' which is **YOUR RESPONSIBILITY TO USE TO NOTIFY US OF ALL EMPLOYEE INJURIES** as soon as the injury occurs. In addition, the information on the **left side** of the page is what you will need when reporting a claim, including phone and fax numbers and mailing address.

If you do not have access to the internet or the ability to print the required posters, please contact your State Farm agent or call 1-855-264-2229 for a claims kit to be mailed to you.

Again, we thank you for choosing State Farm to provide your business with Workers' Compensation Insurance.

Prepared 08/21/2020

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE

RENEWAL
POLICY NO. 90-CF-G723-6
PRIOR POLICY NO.
90-CC-Z393-9

COVERAGE IS PROVIDED BY
STATE FARM FIRE AND CASUALTY COMPANY
3 RAVINIA DRIVE, ATLANTA GA 30346-2117

17-16A6-FA72

NCCI COMPANY NO. 14842
INTRASTATE RISK ID NO. 000412931
FEIN 222665453
NJ TIN 222665453000

1. NAMED INSURED & MAILING ADDRESS
ARBOR TERRACE CONDOMINIUM
ASSOCIATION INC
C/O THE REGENCY MANAGEMENT
605 CANDLEWOOD CMNS
HOWELL NJ 07731-2173

WORKPLACE NOT SHOWN
INSURED IS A CORPORATION

2. THE POLICY PERIOD IS FROM 10/15/2020 TO 10/15/2021 12:01 A.M. STANDARD TIME AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: NJ

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 \$ 100,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$ 100,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000C
WC000404 WC000420/1202 WC000112/0105 WC290306B WC000421D WC000422B*
WC000424

*EFFECTIVE 10/15/20

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.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO-TAL ESTIMATED AN-NUAL REMUNERATION	RATE/\$100 REMUNERA-TION	ESTIMATED ANNUAL PREMIUM
9015 BUILDINGS NOC - OPERATION BY OWNER OR LESSEE	1,000	6.27	63
CATASTROPHE (OTHER THAN TERRORISM) 9741 PREMIUM CHARGE TO EQUAL MINIMUM PREMIUM	1,000	.01	1 727
TOTAL ESTIMATED STANDARD PREMIUM			790
EXPENSE CONSTANT CHARGE			160
TERRORISM 9740	1,000	.03	1
TOTAL ESTIMATED PREMIUM			952
SECOND INJURY FUND			
0935 SURCHARGE 05.34%			3

MINIMUM PREMIUM \$ 950 NEW JERSEY

TOTAL ESTIMATED COST \$(MIN.) 955

PREMIUM ADJUSTMENT PERIOD SHALL BE ANNUAL DEPOSIT PREMIUM \$ 955
COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

PREPARED 08/21/2020

WC 00 00 01 A

COUNTERSIGNED _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE ENDORSEMENT
PAGE 01

RENEWAL 17-16A6-FA72
THIS FORMS A PART OF COVERAGE IS PROVIDED BY
POLICY NO. 90-CF-G723-6 STATE FARM FIRE AND CASUALTY COMPANY
3 RAVINIA DRIVE, ATLANTA GA 30346-2117

NAMED INSURED AND MAILING ADDRESS 735 GREENS AVE
ARBOR TERRACE CONDOMINIUM LONG BRANCH NJ
ASSOCIATION INC
C/O THE REGENCY MANAGEMENT
605 CANDLEWOOD CMNS
HOWELL NJ 07731-2173

THE EFFECTIVE DATE IS 10/15/2020

THE EXPIRATION DATE IS 10/15/2021

Important Information on How Your Workers' Compensation Premium Is Determined and the Audit Process

When your policy was issued, the premium was based on an **estimate** of your business operations and your workers' payroll. At the end of the policy period, an audit will be performed to determine your **actual** payroll and business operations. We will be able to calculate the final premium from this information.

The Audit Process

A review of your financial records, such as payroll logs, general ledgers and tax returns will be required. A State Farm® representative will contact you by mail, telephone or visit with you in person to obtain the information. It is to your benefit to have your accounting records set up by employee and type of work they perform. We will also obtain a complete description of your business operations to confirm the classification codes on your policy are correct. We will assign the payroll to the classification code(s) that represent the type of work performed and apply the appropriate rating factor to determine your final premium. The final audit premium will be compared to the estimated premium and a Premium Adjustment Statement will be sent to you reflecting any change. Please note that a significant change may require that we also adjust your current policy premium.

Items That Affect Your Premium

- **Sole Proprietor/Partner/Officer** - The remuneration used for each covered sole proprietor/partner/officer may be either a predetermined amount, or actual remuneration* subject to a minimum/maximum.

**Remuneration means all payroll and other forms of earning such as bonuses, commissions, sick days, meals, and lodging.*

- **Employees/Temporary Employees/Leased Employees** - Actual remuneration paid to each employee. You may be responsible for temporary/leased employees regardless of the temporary or leasing company's insurance arrangements.
- **Use of Subcontractors** - A Certificate of Insurance for Workers' Compensation coverage needs to be obtained annually for every subcontractor you hire. If a subcontractor has no employees, a Certificate of Insurance for contractor's liability coverage needs to be obtained. If certificates are not obtained, the subcontractor and their employees may be considered as your employees for premium calculation. This could substantially increase your final premium.
- **Business Operations** - The actual remuneration will be assigned to a classification code in accordance with industry rules as published by the National Council of Compensation Insurance (NCCI) or specific guidelines as published by your state.

All audit information provided will be kept confidential.

If you have any questions concerning this information, please contact your State Farm agent.

*The information contained in this document outlines general concepts.
Information required may vary by state and could be impacted by state law.*

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

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

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

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

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

Note:

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

Schedule

State(s)	Basis of Audit Noncompliance Charge (Estimated Annual Premium)	Maximum Audit Noncompliance Charge Multiplier
NJ	\$ 952.00	2.000

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 Insured

Policy No.

Endorsement No.
Premium \$

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 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging a premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Act 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 2015.

"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, 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 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 exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government will 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 will 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 will 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 will 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 will 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 will pay 80% of our Insured Losses that exceed our Insurer Deductible.

WC 00 04 22 B WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
(Ed. 1-15)

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
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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
insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned By _____

WC 00 04 22 B
(Ed. 1-15)