

MAINE EMPLOYERS' MUTUAL INSURANCE COMPANY
PORTLAND, ME
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY
DIVISION: MISCELLANEOUS

DECLARATIONS

Renewal of 1810088835

Policy No. 1810088835

1. Named Insured and Address: I0148627
TOWN OF RAYMOND
401 WEBBS MILLS ROAD
RAYMOND, ME 04071

Producer Name and Address: 13079 18
CROSS INSURANCE-WINDHAM
745 ROOSEVELT TRL
PO BOX 1383
WINDHAM, ME 04062-5341

Fed Id: 016000342

Risk Id: 184007614

UIAN: 0068366003

Pay Plan: 04

Named Insured Is: MUNICIPALITY

2. Policy Period:

From 2016/07/01 To 2017/07/01

Plan: SAFETY

12:01 A.M. standard at address of named insured

3.A. Workers' Compensation Insurance: Part one of the policy applies to the workers' compensation law of the states listed here: Maine

B. Employers' Liability Insurance: Part two of the policy applies to work in each state listed in item 3.A. The limits of our liability under part two are:

BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT

BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE

BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT

C. Other States Insurance: Part three of the policy applies to the states, if any, listed here: SEE WC 99 03 15 B

D. This Policy Includes These Forms, Endorsements and Schedules:

SEE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS

4. The premium for this policy will be determined by our manual of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.

Classifications: SEE ATTACHED

This policy has been renewed subject to the rules and forms in effect as of the effective date of renewal.

Audit Period: ANNUAL

Premium For Increased Limits Part Two, If Applicable	\$	513.00
Total Premium Subject To The Experience Modification	\$	47,121.00
Premium Modified To Reflect Experience Mod Of 0.80	\$	37,697.00
Expense Constant Charge	\$	180.00
Other Premium Charges and Credits	\$	11,266.00-
Total Estimated Standard Premium	\$	26,611.00
Premium Discount, If Applicable	\$	2,295.00-
Other Premium Charges and Credits	\$.00
Minimum Premium	800.00	
Total Estimated Annual Premium	\$	24,316.00

Fresh Start	\$.00
WC Board Assessment	2.46%	\$ 641.00
SBF Assessment	0.00%	\$.00
T O T A L	\$	24,957.00

COUNTERSIGNED:

2016/06/29

Insured's Copy

By

John T. Leonard

Authorized Representative

Policy Number 1810088835
 Insured TOWN OF RAYMOND
 Policy Period From 2016/07/01 To 2017/07/01

EXTENSION SCHEDULE

Loc	Classifications	Code No	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remunera- tion	Estimated Annual Premium
001	OFFICE MACHINE INSTALL&REPAIR	5191	IF ANY	0.97	0
001	STREET/CONSTR/PAVE/REPAIR & D	5506	236,500	6.26	14,805
001	DRIVERS, CHAUFFEURS & HELPERS	7380	IF ANY	5.34	0
001	FIREFIGHTERS & DRIVERS - PAID	7710	165,000	6.77	11,171
001	FIREFIGHTERS & DRIVERS - VOLUN	7711	239,000	6.77	16,180
001	SALESPERSONS-OUTSIDE	8742	IF ANY	0.37	0
001	CLERICAL OFFICE EMPLOYEES NOC	8810	478,002	0.29	1,386
001	HOSPITAL-VETERINARY & DRIVERS	8831	8,058	1.46	118
001	PARK NOC:ALL EMPLOYEES & DRIVE	9102	42,309	3.23	1,367
001	STREET CLEANING & DRIVERS	9402	IF ANY	6.34	0
001	MUNICIPAL TOWN COUNTY ST NOC	9410	90,330	1.75	1,581
002	MUNICIPAL TOWN COUNTY ST NOC	9410	IF ANY	1.75	0
003	MUNICIPAL TOWN COUNTY ST NOC	9410	IF ANY	1.75	0

OTHER PREMIUM CHARGES SCHEDULE

Description	Premium
3% CONTINUITY CREDIT	1,131-
25% SCHEDULE RATING CREDIT	9,142-
5% EMPLOYEE CARE CREDIT	1,371-
TERRORISM RISK INS PGM REAUTHORIZATION ACT (TRIPRA)	189
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)	189

SCHEDULE OF FORMS & ENDORSEMENTS

EM 00 00 01 (Ed. 01-93)	EM 00 00 04 (Ed. 01-93)	WC 99 03 15 B (Ed. 06-06)
ENDORSMT A (Ed. 07-10)	WC 00 00 00 C (Ed. 01-15)	WC 00 04 03 (Ed. 04-84)
WC 00 04 04 (Ed. 04-84)	WC 00 04 06 (Ed. 08-84)	WC 00 04 14 (Ed. 07-90)
WC 18 06 01 (Ed. 04-84)	WC 18 06 04 (Ed. 05-88)	WC 18 06 06 (Ed. 08-99)
WC 00 04 19 (Ed. 01-01)	WC 18 06 07 A (Ed. 07-11)	WC 00 04 22 B (Ed. 01-15)
WC 00 04 21 D (Ed. 01-15)	WC 99 03 25 B (Ed. 12-09)	WC 99 04 03 (Ed. 07-11)
WC 99 06 38 (Ed. 03-13)	WC 99 06 29 A (Ed. 07-14)	

LOCATION SCHEDULE

Covered Locations

001 401 WEBBS MILLS ROAD	RAYMOND, ME 04071
002 1443 ROOSEVELT TRAIL	RAYMOND, ME 04071
003 387 WEBBS MILLS ROAD	RAYMOND, ME 04071

"Part Three - Other States Insurance" of the policy is replaced by the following:

PART THREE - LIMITED OTHER STATES INSURANCE

1. We will pay promptly when due the benefits required of you by the workers' compensation law of another state, except monopolistic state funds, if all of the following conditions are met:
 - a. The contract of employment of the employee claiming benefits was made in the State of Maine, the principal place of employment of the employee claiming benefits was located in the State of Maine, and at the time of injury the work of the employee claiming benefits was necessary and incidental to the employee's work in the State of Maine;
 - b. You do not have a permanent place of business in the state where benefits are claimed;
 - c. The injury occurred in the state where benefits are claimed;
 - d. The employee claiming benefits is not claiming benefits in a state for which you have other workers' compensation insurance or for which you are an authorized self-insurer;
 - e. You advised us of all work you have or anticipate in states not listed in Item 3.A of the Information Page as of the effective date of his policy; and
 - f. As of the date of injury for which benefits are claimed you did not have employees working in the state where benefits are claimed for more than 10 consecutive days or 30 days during the previous 365-day period; provided, however, that if you start work after the effective date of this policy in a state not listed in Item 3.A of the Information Page and if you notify us within 5 days of starting work we may extend coverage in that state in our discretion by written notice to you.
2. If we are not permitted to defend the claim or pay the statutory benefits directly to persons entitled to them and if all of the conditions above apply, you will defend the claim and pay the statutory benefits required to be paid and we will reimburse you for such statutory benefits and defense costs.
3. This insurance does not apply to fines, penalties or other liabilities arising out of your failure to comply with the requirements of any state's workers' compensation law.

IMPORTANT NOTICE

This endorsement does not satisfy the requirements of any other states' workers' compensation insurance law. If you have operations in any state other than Maine, hire employees outside of Maine or use Maine residents as employees in operations outside Maine, you must obtain workers' compensation insurance coverage in that state in accordance with the laws of that state, and satisfy whatever other obligations you may have under that state's workers' compensation law.

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 Number: Policy No: Effective Date: Named Insured:
Insurance Company:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 04 03

(Ed. 04-84)

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

WC 00 04 06

(Ed. 8-84)

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 item 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. State Estimated Eligible Premium

	First \$5,000	Next \$95,000	Next \$400,000	Balance
ME	0%	10.9%	12.6%	14.4%

2. Average percentage discount: %

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.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

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.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 18 06 07 A
(Ed. 07-11)

MAINE SUPPLEMENTAL BENEFITS FUND ENDORSEMENT

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

Title 39-A of Maine Revised Statute Annotated, sections 355A through section 356 establishes the Maine Supplemental Benefits Fund to reimburse insurers and self-insurers for their payments of compensation to employees made pursuant to 39-A M.R.S.A. & 213(3), (4).

We are authorized pursuant to 39-A M.R.S.A. & 356 to collect a surcharge from you to pay the assessments required pursuant to 39-A M.R.S.A. & 154(3). Your surcharge will be calculated in accordance with 39-A M.R.S.A. & 154(3) (B-1).

Schedule

Surcharge: %

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 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 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 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.

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (other than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that 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.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
Maine	0.0150	189

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 _____

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 25 B

(Ed. 12-09)

CONTINUITY CREDIT ENDORSEMENT

This endorsement applies to the insurance provided by this policy because Maine is shown in Item 3.A. of the information page, an experience modification factor of .95 or less is applicable to this policy as of the inception date of the policy and you have been continuously insured by MEMIC according to the schedule below.

Number of Years You Have Been Insured With MEMIC	Available Credit	Plan Level
Four Years	1%	I
Five Years	2%	II
Six or more years	3%	III

If you have a break in any policy term you will drop out of the plan until you accumulate four complete years of continuous coverage with MEMIC at which time you will return to Plan Level I.

If the experience modification factor is .96 or higher as of the inception date of your policy you no longer qualify for this special credit until your experience modification factor as of the inception date of the policy returns to .95 or less.

Once the experience modification factor effective as of the inception date or your policy returns to .95 or less you will become eligible for this credit based on the number of continuous years you have been insured with MEMIC as long as there have been no breaks during any of the policy periods.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 04 03

(Ed. 07-11)

INSTALLMENT FEE

There will be a \$5 installment fee for each and every installment bill issued for this policy. The installment fee will not apply to the initial deposit or to audit bills.

Please note that payment of the installment fee(s) is an obligation in connection with the payment of the premium for this policy. Nonpayment of the installment fee will be considered nonpayment of premium and will result in cancellation of this policy.

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(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 _____

KNOWLEDGE/NOTICE OF OCCURRENCE ENDORSEMENT

You shall advise us or any of our authorized representatives or producers as soon as practicable after an accident or injury becomes known to you. It is agreed that knowledge of an accident or injury by your agent, servant or employee shall not in itself constitute knowledge by you unless you or any partner or any executive officer or any other officer or person responsible for insurance matters for you shall have received such notice from the agent, servant or employee.

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

Endorsement Effective

Policy No

Endorsement No

Insured

Premium

Insurance Company

Countersigned by

**INDEPENDENT CONTRACTOR REQUIREMENTS
APPLICABLE IN THE STATE OF MAINE EFFECTIVE DECEMBER 31, 2012**

Under Maine law, 39-A M.R.S.A. §102 (13-A), a person who performs services for remuneration is presumed to be an employee unless the employing unit proves that the person is free from the essential direction and control of the employing unit, both under the person's contract of service and in fact and the person meets specific criteria.

The law holds that in order for a person to be an Independent Contractor and therefore not subject to this presumption:

A) All of the following criteria must be met:

- 1) The person has the essential right to control the means and progress of the work except as to final results;
- 2) The person is customarily engaged in an independently established trade, occupation, profession or business;
- 3) The person has the opportunity for profit and loss as a result of the services being performed for the other individual or entity;
- 4) The person hires and pays the person's assistants, if any, and, to the extent such assistants are employees, supervises the details of the assistants' work; and
- 5) The person makes the person's services available to some client or customer community even if the person's right to do so is voluntarily not exercised or is temporarily restricted.

B) And at least 3 of the following criteria must be met:

- 1) The person has a substantive investment in the facilities, tools, instruments, material and knowledge used by the person to complete the work;
- 2) The person is not required to work exclusively for the other individual or entity;
- 3) The person is responsible for satisfactory completion of the work and may be held contractually responsible for failure to complete the work;
- 4) The parties have a contract that defines the relationship and gives contractual rights in the event the contract is terminated by the other individual or entity prior to completion of the work;
- 5) Payment to the person is based on factors directly related to the work performed and not solely on the amount of time expended by the person;
- 6) The work is outside the usual course of business for which the service is performed; or
- 7) The person has been determined to be an Independent contractor by the federal Internal Revenue Service.

Since persons who receive remuneration for the services they provide to you are presumed to be employees, such persons create risk under your workers' compensation policy. We will charge premium for that risk unless you follow these procedures:

1. **Obtain Certificates of Workers' Compensation Insurance For Independent Contractors** – The certificates must show that independent contractors maintain current Workers' Compensation coverage for the time they are working for you. (Note: This is not the same as a Certificate of General Liability Insurance, which is not evidence of independent contractor status).

OR

2. **Obtain approved "Application(s) for Predetermination of Independent Contractor Status to Establish a Rebuttable Presumption" for Independent Contractors.** Copies of these approved applications should be maintained for each independent contractor and for his or her subcontractors, if any. These applications must be approved by the Maine Workers' Compensation Board for the entire time the independent contractor(s) performs work for you. Blank applications may be obtained at <http://www.maine.gov/wcb/> or by calling the Maine Workers' Compensation Board at (207) 287-3751. These applications must be completed by your independent contractor(s) and submitted to the Maine Workers' Compensation Board for approval.

(Ed. 3-13)

OR

3. Prove at the time of premium audit that the person is an independent contractor under the criteria outlined in A and B, above.

WARNING: With regard to any person presumed to be your employee, if you fail to satisfy any of the above three procedures we will treat that person as your employee and charge premium for that person. Also, if such person hires employees and does not have a workers' compensation policy covering the employees or does not have an approved Application for Predetermination of Independent Contractor Status we reserve the right to charge premium for these workers using the same criteria and procedures applicable to your workers if there is significant risk to MEMIC.

Note: The Workers' Compensation Board does not approve Applications for Predetermination of Independent Contractor Status retroactively. In order to avoid premium charges, you must have the Application(s) approved as of the date the independent contractor(s) begin work for you.

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

Endorsement Effective
Insured
Insurance Company

Policy No.
Countersigned by _____

Endorsement No.
Premium\$

Privacy Notice

The MEMIC Group, including Maine Employers' Mutual Insurance Company, and its designated affiliates, is dedicated to providing you with the finest products to serve your workers' compensation and related employer insurance needs. We are providing this Privacy Notice to help you and injured workers understand how we collect, disclose and safeguard Nonpublic Personal Information ("NPPI").

Information We Collect

We collect NPPI by using investigative techniques permitted by law, including database searches, surveillance, and interviews. In administering a claim, we may gather the vital statistics, medical history, employment and educational background regarding an injured worker. We also gather NPPI from the following sources:

- Information we receive from you and injured workers on applications and other forms
- Information about your transactions with us, our affiliates and others; and
- Information about injured workers transactions with us, our affiliates and others.

Information We Disclose

We do not disclose NPPI to non-affiliated third parties except as permitted or required by applicable law. For example, in the course of our general business practices we may disclose all of the NPPI that we collect (as described above) to our affiliates and the following types of persons for the reasons described:

- Third parties to perform a business, professional, or insurance function for us;
- An insurance support organization to perform a function in connection with an insurance transaction;
- Insurance regulatory authorities, law enforcement, or other governmental entities to prevent or prosecute fraud; and
- Third parties when you request it or give us permission to do so.

If in the future we choose to disclose NPPI to non-affiliated entities other than as described above, e.g., to allow those third parties to market their products and services, we will provide you and injured workers with the right to opt-out of such disclosures to the extent required by applicable law. If you reside in Vermont or California we will not disclose your NPPI to non-affiliated entities, other than as described above unless you have opted-in to such disclosures, if required by applicable law.

Our Security Procedures

We use a variety of physical, technical and administrative safeguards designed to protect NPPI from unauthorized access, use and disclosure. We strive to protect NPPI but must advise you that no system of safeguards is absolutely secure. Therefore, we cannot guarantee the confidentiality of NPPI.

Consumer Reports

During the course of processing your applications or administering your account, we may request a consumer report from an outside party. Please be advised that the information contained in this report may be retained by the outside party and disclosed to other persons.

Review and Correction of Personal Information

An individual has a right to access the NPPI about him/her in our records, except for certain documents related to claims and lawsuits. If an individual believes that the information we have about him/her in our records is incomplete or inaccurate, he/she should notify us at once and we will investigate and endeavor to correct any errors that we find. To request access to NPPI or to alert us to inaccuracies, please write to us at the address below.

Contact Us

If you have any questions about this Privacy Notice, please contact us. You can call us directly at 1-800-660-1306.

You can also write to us at:

The MEMIC Group
Director Risk Management
261 Commercial Street
Portland, ME 04104

Updated November 10, 2015

IMPNOTICE 26B

www.memic.com

MEMIC

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

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

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

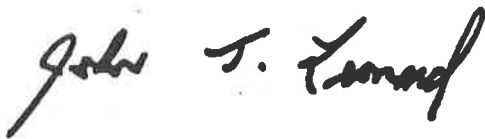
Workers' Compensation and Employers' Liability Policy

Notice

You are hereby notified that, by virtue of this policy, you are a member of Maine Employers' Mutual Insurance Company.

As a member, you are entitled to vote either in person or by proxy at any and all meetings of the members of the Company. The annual meetings of the members are held at the Company's office at, 261 Commercial Street, Portland, Maine, on the second Monday of June at 10 o'clock in the morning.

In Witness Wherefore, the issuing Company has caused this policy to be signed officially below.

A handwritten signature in black ink, reading "John T. Leonard". The signature is written in a cursive style with a large, stylized "L" at the end.

John T. Leonard
President and Chief Executive Officer

MUTUAL ASSESSMENT CONDITIONS ENDORSEMENT

This endorsement is part of your policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as your policy.

This policy is assessable; you have a contingent liability for the discharge of the Company's obligations and for such other amounts as may lawfully be assessed against policyholders.

You are a member of the Company and shall participate in the distribution of dividend or in the payment of assessments, to the extent and upon the conditions fixed and determined by the Company's Board of Directors in accordance with its certificate of organization and by-laws and with applicable provisions of law. Your obligation is pro rata based on the annual premium rate in effect at the time of the assessment or on the premium attributable to the policy during the period to which the assessment relates, as determined by the Board of Directors of the Company in accordance with applicable law.

You are responsible for your share of all legal assessments, if any, levied by the Company's Board of Directors, together with all legal costs and charges incurred by the Company in collecting any such assessment levied upon you. Termination of the policy shall not relieve you of your contingent liability for your proportion of the obligations of the Company and for such other amounts as may lawfully be assessed to policyholders which accrued while your policy was in force. The assessment shall be computed upon the basis of the annual premium rate in effect at the time of the assessment or on the premium attributable to the policy during the period to which the assessment relates, as determined by the Board of Directors of the Company in accordance with applicable law. You shall not be entitled to an offset or counterclaim against any assessment for which you are liable, on account of any claim for unearned premium or loss payable.

If you do not pay the assessment within thirty (30) days after written demand, we will charge you the prime rate of interest as reported from time to time in the Wall Street Journal, plus three (3) percent interest during the period the assessment remains unpaid, such interest to accrue from the date of the notice of assessment. Failure to file a timely notice of appeal and completed Assessment Appeal Form waives any and all defenses which you may have for failure to pay assessment, including, without limitation, the lawfulness of the assessment, the amount of the assessment, or the applicability of the assessment to you.

If more than one insured appeals an assessment, the Secretary of the Company, in his discretion, may consolidate appeals involving common questions of law or fact to avoid the possibility of conflicting awards or inconsistent results. Within thirty (30) days of receipt of the notice of appeal(s), the Secretary shall notify the appealing policyholder(s) of receipt of the appeal and the consolidation, if any, of the appeals. If there is a consolidation, then all consolidated policyholders shall be deemed one "policyholder" for the purpose of the appeal. At the same time, the Secretary shall forward to the Superintendent of Insurance the notice of appeal(s), the completed Assessment Appeal Form(s), and the consolidation notice(s), if any.

You and the Company agree that the decision shall not be stayed pending any further appeal.

Each party shall bear its own costs. The Superintendent may, in his discretion, award such further costs and expenses as he considers appropriate, including but not limited to, attorneys' fees and interest.

Because the Company is established by statute, no provision of this policy shall be deemed to waive any rights to which the Company is entitled under Titles 24-A and 39-A of the Maine Revised Statutes or any other applicable law.

MAINE CANCELLATION AND NONRENEWAL ENDORSEMENT

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

Part Six - (Conditions) is changed by adding these Conditions:

D. Cancellation and Nonrenewal

5. If this policy has been renewed or has been in effect for 60 days or more, we may cancel only for one of the following reasons:
 - a. Nonpayment of premium.
 - b. Fraud or a material misrepresentation was made in obtaining the policy, continuing the policy or presenting a claim under the policy.
 - c. Your failure to comply with reasonable loss control recommendations.
 - d. A substantial breach of contractual duties, conditions or warranties under the policy.
 - e. The Superintendent has determined that continuation of the policy could jeopardize our solvency or place us in violation of the law.
 - f. Your failure to comply with reasonable safety requirements the Company is legally authorized to establish.
6. We may elect not to renew the policy for any of the grounds for Cancellation stated above. We will mail or deliver to you not less than 30 days advance written notice. A post office certificate of mailing to you at your last known address will be conclusive proof of receipt of that notice on the third calendar day after mailing.

MAINE NOTICE

Maine Title 39-A Section 402 provides that "No Insurance Company issuing industrial accident insurance policies shall require prepayment of premium more than one quarter year in advance."

Advise if an adjustment in method of premium payment is desired.

There will be a \$5.00 service charge for each additional installment resulting from an election by an Insured to be billed pursuant to Maine Title 39-A Section 402.

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.

State

Schedule

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.**

**MAINE INSPECTION IMMUNITY ENDORSEMENT
(TITLE 14 MAINE REVISED STATUTES ANNOTATED SECTION 167)**

THE FOLLOWING LIMITS OUR LIABILITY

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

- A. If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence or by the negligence of our agents, employees or service contractors;
- B. To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- C. In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or
- D. If we fail to provide this written notice to the insured whenever a policy is issued or when new policy forms are issued upon renewal.

MAINE FINAL PREMIUM AUDIT ENDORSEMENT

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

Part Five (Premium), Condition E, Final Premium, and Condition G, Audit, are changed by adding these conditions:

E. Final Premium

We are required by Maine regulation to complete our final premium audit not later than 120 days after the policy period ends.

If we are unable to examine and audit your records because of your failure to cooperate, we will mail advance written notice to you stating the reasons for our inability to establish the final premium. Your final premium will be established no later than 120 days from the time we are able to complete the examination and audit of your records.

If we have not established the final premium within the 120-day time limitation, we may not bill or collect any additional premium that exceeds the latest billed annual premium.

G. Audit

You may request a final premium audit to determine whether you are entitled to a refund, if we have not established the final premium within the 120-day time limit. You will mail or deliver written notice to us requesting the audit.

**MAINE NOTICE OF FILING OF FIRST REPORTS OF INJURY WITHIN
SEVEN DAYS ENDORSEMENT**

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

Employer's First Report of Occupational Injury or Disease, form WCB-1, required to be filed for injuries arising out of and in the course of an employee's employment that has caused the employee to lose a day's work shall be reported to and received by the Workers' Compensation Board within seven (7) days after the employer receives notice or knowledge of the injury, as provided by 39-A M.R.S.A. sec. 303. First Reports of Injury can be mailed, electronically submitted, or faxed to the Workers' Compensation Board at 207-287-5895.

Contact us immediately if an injury occurs that may be required to be reported to the Workers' Compensation Board.

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
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned _____

WC 18 06 06
(Ed. 8-99)

**IMPORTANT NOTICE
REGARDING MEDICAL DEDUCTIBLES
FOR POLICYHOLDERS WITH EXPOSURE IN MAINE**

MEMIC is required by law to provide its policyholders with certain medical deductibles as required by the Maine Insurance Code § 2385-A. Employers who are not experience-rated may select a deductible of \$250 per occurrence. Employers who are experience rated may select a deductible of \$250 or \$500 per occurrence.

If you would like to add a deductible to your policy, please contact your agent or call MEMIC's Underwriting Department at 1-800-660-1306 for more information. If you have any questions about this requirement, you can also call the Maine Bureau of Insurance at 1-207-624-8475.

If you already have a deductible on the policy, or if you decide that you do not want the deductible to apply, please disregard this form. Your policy will continue as issued.

workers' comp at-a-glance

your guide to working with MEMIC

Claim Reporting

Choose 1 of 3 ways to report an injury.

We recommend reporting online or by phone.



Online

Go to memic.com and select "Report an Injury" from the "FOR EMPLOYERS" menu.



By Phone

- Call 1-800-MEMICWC or 1-800-636-4292
- Fax to 207-791-3334



By Mail

MEMIC Claim Department
P.O. Box 3606
Portland, ME 04104

Contact your state's workers' compensation agency for form.

WHEN TO REPORT

All claims should be reported to MEMIC within 24 hours of your notice or knowledge of the injury. *Do not delay because you are missing a piece of information!*

WHAT YOU NEED TO REPORT

Gather as much information as you can about the accident and injury. You'll also need: your MEMIC policy number, injured employee's name, date of injury and the date you were notified.

FIND A MEDICAL PROVIDER

Some states allow you to choose the doctor who initially treats your injured worker. If this is the case for your state, choosing a medical provider and building a relationship with them before an injury happens should be your first order of business. This often helps your medical provider understand the nature of your work and, in turn, speeds recovery.

MEMIC has a network of medical providers who are especially attuned to the needs of workplace injuries.

MEMIC's Online Provider Search

Search for doctors closest to an address, by name or phone number, by geographical region or through a quick search with pre-selected doctor type and distance. View results on Google Maps and easily print or text driving directions to your mobile phone.



Go to memic.com > Click "FOR EMPLOYERS" > Select "Find a Medical Provider"

Contacting MEMIC

Policy support

For billing, premium audit, workplace safety or claims inquiries call us Monday through Friday between 8:00 a.m. and 4:30 p.m. EST.

1-800-660-1306

Online Inquiry

Use the online inquiry form to quickly submit a general inquiry, ask about a claim, report fraud, get safety advice or send us feedback about our website.



Go to memic.com > Select "Contact Us"

Safety Inquiries?

Email your safety questions to our in-house safety experts.



Email losscontrolservices@memic.com

On the Web

memic.com

Our website is full of information to help you build a better business and manage your claims. From the website, you can also take a video tour of our online reporting form and watch a video to learn the ins and outs of filing a claim and why choosing a medical provider should be at the top of your list.



Go to memic.com > Select "FOR EMPLOYERS"

MEMIC Safety Director

Building a solid safety plan is not easy, but MEMIC's Online Safety Director can help. Start today and gain access to MEMIC's electronic resource library and/or complete an online safety assessment of your organization.



Go to memic.com > Select "Log in to Safety Director"

Safety Net Blog

Subscribe to our regular blog about all topics related to workplace safety. Join in the conversation with MEMIC safety experts about current issues or ideas.



Go to memicsafetynet.com

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