

CITY OF AUSTIN
PO BOX 1088
AUSTIN TX 78767-1088

CNI 90 04 01 12
Insured

POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION

In the event you need to contact someone about this policy for any reason, please contact your Sales Representative or Producer of Record as shown on the policy Declarations or Information Page.

If you have additional questions, you may contact the company at the following address:

**Liberty Mutual Insurance
175 Berkeley Street
Boston, MA 02116
(617) 357-9500 Ext. 41015**

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

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

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

This Notice tells you:

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

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

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

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

1. INFORMATION WE MAY COLLECT

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

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

2. HOW THE INFORMATION IS USED

We use NPPI:

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

3. TO WHOM INFORMATION IS DISCLOSED

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

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

4. HOW WE PROTECT INFORMATION

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

Cover Page

LOSS CONTROL SERVICES IMPORTANT INFORMATION TO POLICYHOLDERS TEXAS WORKERS COMPENSATION

Liberty Mutual Insurance is required by law to provide its policyholders with certain accident prevention services as required by Texas Labor Code, Section 411.066, at no additional charge and return-to-work coordination services as required by Texas Labor Code Section 413.021. If you would like more information, call Liberty Mutual Insurance's Loss Control Consulting Center at 1-866-757-7324 or email LCASConsultingCenter@LibertyMutual.com for accident prevention services or return-to-work coordination services. If you have any questions about this requirement, call the Division of Workers' Compensation, Texas Department of Insurance, at 1-800-687-7080 (formerly Division of Workers' Health and Safety, Texas Workers' Compensation Commission).

WA7-66D-066489-023
CITY OF AUSTIN
PO BOX 1088
AUSTIN TX 78767-1088



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Policy Number: WA7-66D-066489-023

City of Austin
P.O. Box 1088
AUSTIN TX 78767-1088

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

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

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

This policy corresponds with the following wrap-up project:

City of Austin VI

Retain this Policy and/or Endorsement along with the previously issued Certificate of Insurance indicating on site coverage.

If this mailing has reached you in error or if you require further assistance, please contact the Liberty Mutual Wrap-Up Service Center at (877) 624-7737. The Liberty Mutual Wrap-Up Service Center can also be reached via email at: WrapUpServiceCenter@libertymutual.com.

LOSS PREVENTION NOTICE

Liberty Insurance Corporation is required by law to provide its policyholders with certain accident prevention services as required by the Texas Labor Code, 411.066, at no additional charge and return to-work coordination services as required by Texas Labor Code 413.021. If you would like more information, call Liberty Mutual Insurance's Loss Control Consulting Center at 1-866-757-7324 for accident prevention services or return-to-work coordination services. If you have any questions about this requirement, call the Division of Workers' Compensation, Texas Department of Insurance, at 1-800-687-7080 (formerly Division of Workers' Health and Safety, Texas Workers' Compensation Commission).

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

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

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

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

GENERAL SECTION

A. The Policy

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

B. Who is Insured

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

C. Workers Compensation Law

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

D. State

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

E. Locations

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

PART ONE – WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

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

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

B. We Will Pay

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

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

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

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

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

F. Payments You Must Make

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

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

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

G. Recovery From Others

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

H. Statutory Provisions

These statements apply where they are required by law.

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

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

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.

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

B. We Will Pay

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

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

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

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801-945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), 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;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued there under, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

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

F. Other Insurance

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

G. Limits of Liability

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

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

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

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

I. Actions Against Us

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

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

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

PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

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

B. Notice

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

PART FOUR – YOUR DUTIES IF INJURY OCCURS

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

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

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

B. Classifications

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

C. Remuneration

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

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

D. Premium Payments

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

E. Final Premium

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

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

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

F. Records

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

G. Audit

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

PART SIX – CONDITIONS

A. Inspection

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

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

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

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

D. Cancellation

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

E. Sole Representative

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

In witness whereof, Liberty Insurance Corporation has caused this policy to be signed by its President and its Secretary.



SECRETARY



PRESIDENT

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY**

INFORMATION PAGE



Issued by Liberty Insurance Corporation (a stock company) 21814

Policy Number	WA7-66D-066489-023	Issuing Office	Lewiston, ME
New		Issue Date	08/30/2013
Account Number	6-066489	Sub Account	0000
1. Insured and Mailing Address		FEIN	74-6000085
City of Austin			
P.O. Box 1088			
AUSTIN TX 78767-1088			

Status Corporation/Owner Controlled Insurance Program

Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

2. Policy Period: The policy period is from 07/15/2013 to 07/15/2016 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

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

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	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 those listed in Item 3.A and the States of:
ND OH WA WY

D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page

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

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	████ (TX)	Total Estimated Premium	\$	████
Premium will be billed	Annual	Deposit Premium	\$	████

Producer 0002 006161
MARSH USA INC
540 W MADISON STE 1200
CHICAGO IL 60661

Liberty Insurance Corporation

Item 3. Coverage D - Extension of Information Page

Miscellaneous Form and Endorsement Schedule

Policy Notices and Applications

<u>Form Number</u>	<u>Form Name</u>
SNI 90 01 05 12	Policyholder Notice - Company Contact Information
GPO 4756 R5	Liberty Mutual WC Privacy Practices Disclosure Notice
SNW 42 01 07 12	Texas Loss Control Services

Policy Schedules

<u>Form Number</u>	<u>Form Name</u>
CNI 90 02 07 11	Notice
WC 00 00 00 B	Workers Compensation And Employers Liability Insurance Policy Jacket
WC 00 00 01 A	Information Page
GPO 4741	Miscellaneous Form and Endorsement Schedule
PA 505	Premium Summary Report by State
PA 505	Premium Summary Report by State
GPO 2923	Item 4. Premium - Extension of Information Page
GPO 2926	U.S.L. and H.W. Compensation Act Schedule
GPO 4162 R1	Named Insured Link Schedule

Policy Endorsements

<u>Form Number</u>	<u>Form Name</u>	<u>Comments</u>
WC 00 01 04 A	Federal Employers' Liability Act Coverage	
WC 00 01 06 A	Longshore and Harbor Workers' Compensation Act Coverage	
WC 00 02 01 A	Maritime Coverage Endorsement	
WC 00 03 01	Alternate Employer Endorsement	
WC 00 03 02	Designated Workplaces Exclusion Endorsement	
WC 00 03 03 C	Employers Liability Coverage	
WC 00 03 11	Voluntary Compensation and Employers Liability Coverage Endorsement	
WC 00 04 05	Policy Period	
WC 00 04 22 A	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement	
WC 42 03 01 F	Texas Amendatory Endorsement	
WC 42 03 04 A	Texas Waiver of Our Right to Recover From Others	

Policy No. WA7-66D-066489-023

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GPO 4741
Ed.01/01/2001

WC 00 00 01 A

Liberty Insurance Corporation

Item 3. Coverage D - Extension of Information Page

Miscellaneous Form and Endorsement Schedule

Continued:

Policy Endorsements		
<u>Form Number</u>	<u>Form Name</u>	<u>Comments</u>
WC 42 03 10	Texas Sole Proprietors, Partners, Officers and Others Coverage	
WC 42 04 07	Texas - Audit Premium and Retrospective Premium Endorsement	
WC 42 04 08	Texas Health Care Network Endorsement	
WC 99 06 74	Texas Deductible Endorsement	
WC 99 16 70	Sole Agent Consolidated Insurance Programs	
WC 99 16 71	Unintentional Errors and Omissions Endorsement	
WC 99 20 54	Participating Provision	
WM 90 01 06 10	Knowledge and Notice of Occurrence	
WM 90 06 12 09	Notice of Cancellation	

State Premium Summary

State	Payroll Exposure	Total Premium	Assessment & Surcharge
Texas	0	■	0
Totals	0	■	0

State Premium Summary

State	Payroll Exposure	Total Premium	Assessment & Surcharge
Texas	0	■	0
Totals	0	■	0

Item 4. Premium - Extension of Information Page

Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Premium Basis Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Rate Payroll- Per \$100	Estimated Premium
Texas				
Period: 07/15/2013 - 07/15/2014				
Landscape Gardening & Drivers	0042	If Any	██████	0
Tree Pruning, Spraying, Repairing, Trimming or Fumigating & Drivers	0106	If Any	██████	0
Iron or Steel: Fabrication: Iron or Steel Works - Shop & Drivers	3040	If Any	██████	0
Welding or Cutting NOC & Drivers	3365	If Any	██████	0
Instrument Mfg NOC	3685	If Any	██████	0
Millwright Work NOC - Outside & Drivers	3724	If Any	██████	0
Masonry NOC & Drivers	5022	If Any	██████	0
Iron or Steel: Erection - Frame Structures	5040	If Any	██████	0
Painting: Steel Structures or Bridges; Painting: Water Towers	5041	If Any	██████	0
Iron or Steel: Erection NOC & Drivers	5057	If Any	██████	0
Door, Door Frame or Sash Erection - Metal or Metal Covered & Drivers	5102	If Any	██████	0
Elevator Erection or Repair	5160	If Any	██████	0
Plumbing NOC & Drivers	5183	If Any	██████	0
Electrical Wiring & Drivers	5190	If Any	██████	0
Office Machine or Appliance Installation, Inspection, Adjustment or Repair	5191	If Any	██████	0
Concrete or Cement Work - Floors, Driveways, Sidewalks, Curbs and Gutters & Drivers	5200	If Any	██████	0
Concrete Construction NOC & Drivers	5213	If Any	██████	0
Artificial Turf Installation & Drivers	5220	If Any	██████	0
Tile, Stone, Mosaic or Terrazzo Work - Inside	5348	If Any	██████	0
Aluminum Awning Erection & Drivers	5403	If Any	██████	0
Carpentry - Installation of Cabinet Work or Interior Trim & Drivers	5437	If Any	██████	0
Lathing & Drivers	5443	If Any	██████	0
Glazier - Away From Shop & Drivers	5462	If Any	██████	0

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	<u>Payroll</u> - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	<u>Payroll</u> - Per \$100	Estimated Premium
Continued:				
Texas				
Period: 07/15/2013 - 07/15/2014				
Painting NOC & Drivers	5474	If Any	████	0
Insulation Work NOC & Drivers	5479	If Any	████	0
Paperhanging & Drivers	5491	If Any	████	0
Street or Road Construction - All Operations & Drivers	5506	If Any	████	0
Air Conditioning Systems - Heating and/or Cooling: Not Portable: Duct Fabrication or Installation & Drivers	5536	If Any	████	0
Sheet Metal Work - Outside - NOC & Drivers	5538	If Any	████	0
Roofing - All Kinds & Drivers	5551	If Any	████	0
Contractor - Executive Supervisor or Construction Superintendent	5606	If Any	████	0
Pile Driving & Drivers	6003	If Any	████	0
Levee Construction - All Operations to Completion & Drivers	6045	If Any	████	0
Drilling NOC & Drivers	6204	If Any	████	0
Excavation NOC & Drivers	6219	If Any	████	0
Irrigation or Drainage System Construction & Drivers	6229	If Any	████	0
Sewer Construction - All Operations & Drivers	6306	If Any	████	0
Gas Main or Connection Construction & Drivers	6319	If Any	████	0
Chain Link Fence Construction; Fence Erection - all types; Mobile Homes - Windstorm Tie-Down Installation: By Specialty Contractor; Playground Equipment Installation	6400	If Any	████	0
Telephone or Telegraph Co.: All Other Employees & Drivers	7600	If Any	████	0
Contractor's Permanent Yard	8227	If Any	████	0
Cedar Chip Grinding & Sacking & Drivers	8231	If Any	████	0
Geophysical Exploration NOC - All Employees & Drivers	8607	If Any	████	0

Item 4. Premium - Extension of Information Page

Classification of Operations	Class Code	Premium Basis	Rate	Estimated Premium
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.		Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Continued:				
Texas				
<p style="text-align: center;">Period: 07/15/2013 - 07/15/2014</p>				
Salespersons, Collectors or Messengers - Outside	8742	If Any	█	0
Accountant, Auditor or Factory Cost or Office Systematizer - Traveling	8803	If Any	█	0
Clerical Office Employees NOC	8810	If Any	█	0
Buildings - Operation By Contractors	9014	If Any	█	0
Painting: Shop Only & Drivers	9501	If Any	█	0
Concrete or Cement Distributing Towers - Installation, Repair or Removal-& Drivers	9529	If Any	█	0
Sign Mfg - Erection, Repair or Maintenance - & Shop, Drivers	9552	If Any	█	0
Subject to Voluntary Compensation Endorsement				
Clerical Office Employees NOC	8810	If Any	█	0
Waiver of Subrogation Premium	0930		█	1
Large Deductible Credit	9663		█	(1)
Policy Minimum Premium Adjustment	0990			70
Standard Premium				\$70
Expense Constant	0900			180
Terrorism	9740		█	0
Estimated Premium				\$250

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	Estimated Premium
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Continued:				
Texas				
Period: 07/15/2014 - 07/15/2015 (Rating Date: 07/15/2014)				
Landscape Gardening & Drivers	0042	If Any	██████	0
Tree Pruning, Spraying, Repairing, Trimming or Fumigating & Drivers	0106	If Any	██████	0
Iron or Steel: Fabrication: Iron or Steel Works - Shop & Drivers	3040	If Any	██████	0
Welding or Cutting NOC & Drivers	3365	If Any	██████	0
Instrument Mfg NOC	3685	If Any	██████	0
Millwright Work NOC - Outside & Drivers	3724	If Any	██████	0
Masonry NOC & Drivers	5022	If Any	██████	0
Iron or Steel: Erection - Frame Structures	5040	If Any	██████	0
Painting: Steel Structures or Bridges; Painting: Water Towers	5041	If Any	██████	0
Iron or Steel: Erection NOC & Drivers	5057	If Any	██████	0
Door, Door Frame or Sash Erection - Metal or Metal Covered & Drivers	5102	If Any	██████	0
Elevator Erection or Repair	5160	If Any	██████	0
Plumbing NOC & Drivers	5183	If Any	██████	0
Electrical Wiring & Drivers	5190	If Any	██████	0
Office Machine or Appliance Installation, Inspection, Adjustment or Repair	5191	If Any	██████	0
Concrete or Cement Work - Floors, Driveways, Sidewalks, Curbs and Gutters & Drivers	5200	If Any	██████	0
Concrete Construction NOC & Drivers	5213	If Any	██████	0
Artificial Turf Installation & Drivers	5220	If Any	██████	0
Tile, Stone, Mosaic or Terrazzo Work - Inside	5348	If Any	██████	0
Aluminum Awning Erection & Drivers	5403	If Any	██████	0
Carpentry - Installation of Cabinet Work or Interior Trim & Drivers	5437	If Any	██████	0
Lathing & Drivers	5443	If Any	██████	0

Item 4. Premium - Extension of Information Page

Classification of Operations	Class Code	Premium Basis	Rate	Estimated Premium
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.		Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Continued:				
Texas				
Period: 07/15/2014 - 07/15/2015 (Rating Date: 07/15/2014)				
Glazier - Away From Shop & Drivers	5462	If Any	██████	0
Painting NOC & Drivers	5474	If Any	██████	0
Insulation Work NOC & Drivers	5479	If Any	██████	0
Paperhanging & Drivers	5491	If Any	██████	0
Street or Road Construction - All Operations & Drivers	5506	If Any	██████	0
Air Conditioning Systems - Heating and/or Cooling: Not Portable: Duct Fabrication or Installation & Drivers	5536	If Any	██████	0
Sheet Metal Work - Outside - NOC & Drivers	5538	If Any	██████	0
Roofing - All Kinds & Drivers	5551	If Any	██████	0
Contractor - Executive Supervisor or Construction Superintendent	5606	If Any	██████	0
Pile Driving & Drivers	6003	If Any	██████	0
Levee Construction - All Operations to Completion & Drivers	6045	If Any	██████	0
Drilling NOC & Drivers	6204	If Any	██████	0
Excavation NOC & Drivers	6219	If Any	██████	0
Irrigation or Drainage System Construction & Drivers	6229	If Any	██████	0
Sewer Construction - All Operations & Drivers	6306	If Any	██████	0
Gas Main or Connection Construction & Drivers	6319	If Any	██████	0
Chain Link Fence Construction; Fence Erection - all types; Mobile Homes - Windstorm Tie-Down Installation: By Specialty Contractor; Playground Equipment Installation	6400	If Any	██████	0
Telephone or Telegraph Co.: All Other Employees & Drivers	7600	If Any	██████	0
Contractor's Permanent Yard	8227	If Any	██████	0
Cedar Chip Grinding & Sacking & Drivers	8231	If Any	██████	0

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll- Per \$100	Estimated Premium
Continued:				
Texas				
Period: 07/15/2014 - 07/15/2015 (Rating Date: 07/15/2014)				
Geophysical Exploration NOC - All Employees & Drivers	8607	If Any	██████	0
Salespersons, Collectors or Messengers - Outside	8742	If Any	██████	0
Accountant, Auditor or Factory Cost or Office Systematizer - Traveling	8803	If Any	██████	0
Clerical Office Employees NOC	8810	If Any	.█████	0
Buildings - Operation By Contractors	9014	If Any	██████	0
Painting: Shop Only & Drivers	9501	If Any	██████	0
Concrete or Cement Distributing Towers - Installation, Repair or Removal-& Drivers	9529	If Any	██████	0
Sign Mfg - Erection, Repair or Maintenance - & Shop, Drivers	9552	If Any	██████	0
Subject to Voluntary Compensation Endorsement Clerical Office Employees NOC	8810	If Any	.█████	0
Waiver of Subrogation Premium	0930		.█████	1
Large Deductible Credit	9663		██████	(1)
Policy Minimum Premium Adjustment	0990			70
Standard Premium				\$70
Expense Constant	0900			180
Terrorism	9740		██████	0
Estimated Premium				\$250

Item 4. Premium - Extension of Information Page

Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Premium Basis Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Rate Payroll- Per \$100	Estimated Premium
Continued:				
Texas				
<p style="text-align: center;">Period: 07/15/2015 - 07/15/2016 (Rating Date: 07/15/2015)</p>				
Landscape Gardening & Drivers	0042	If Any	██████	0
Tree Pruning, Spraying, Repairing, Trimming or Fumigating & Drivers	0106	If Any	██████	0
Iron or Steel: Fabrication: Iron or Steel Works - Shop & Drivers	3040	If Any	██████	0
Welding or Cutting NOC & Drivers	3365	If Any	██████	0
Instrument Mfg NOC	3685	If Any	██████	0
Millwright Work NOC - Outside & Drivers	3724	If Any	██████	0
Masonry NOC & Drivers	5022	If Any	██████	0
Iron or Steel: Erection - Frame Structures	5040	If Any	██████	0
Painting: Steel Structures or Bridges; Painting: Water Towers	5041	If Any	██████	0
Iron or Steel: Erection NOC & Drivers	5057	If Any	██████	0
Door, Door Frame or Sash Erection - Metal or Metal Covered & Drivers	5102	If Any	██████	0
Elevator Erection or Repair	5160	If Any	██████	0
Plumbing NOC & Drivers	5183	If Any	██████	0
Electrical Wiring & Drivers	5190	If Any	██████	0
Office Machine or Appliance Installation, Inspection, Adjustment or Repair	5191	If Any	██████	0
Concrete or Cement Work - Floors, Driveways, Sidewalks, Curbs and Gutters & Drivers	5200	If Any	██████	0
Concrete Construction NOC & Drivers	5213	If Any	██████	0
Artificial Turf Installation & Drivers	5220	If Any	██████	0
Tile, Stone, Mosaic or Terrazzo Work - Inside	5348	If Any	██████	0
Aluminum Awning Erection & Drivers	5403	If Any	██████	0
Carpentry - Installation of Cabinet Work or Interior Trim & Drivers	5437	If Any	██████	0
Lathing & Drivers	5443	If Any	██████	0

Item 4. Premium - Extension of Information Page

Classification of Operations		Premium Basis	Rate	Estimated Premium
Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Payroll-Per \$100	Estimated Premium
Continued:				
Texas				
Period: 07/15/2015 - 07/15/2016 (Rating Date: 07/15/2015)				
Glazier - Away From Shop & Drivers	5462	If Any	██████	0
Painting NOC & Drivers	5474	If Any	██████	0
Insulation Work NOC & Drivers	5479	If Any	██████	0
Paperhanging & Drivers	5491	If Any	██████	0
Street or Road Construction - All Operations & Drivers	5506	If Any	██████	0
Air Conditioning Systems - Heating and/or Cooling; Not Portable; Duct Fabrication or Installation & Drivers	5536	If Any	██████	0
Sheet Metal Work - Outside - NOC & Drivers	5538	If Any	██████	0
Roofing - All Kinds & Drivers	5551	If Any	██████	0
Contractor - Executive Supervisor or Construction Superintendent	5606	If Any	██████	0
Pile Driving & Drivers	6003	If Any	██████	0
Levee Construction - All Operations to Completion & Drivers	6045	If Any	██████	0
Drilling NOC & Drivers	6204	If Any	██████	0
Excavation NOC & Drivers	6219	If Any	██████	0
Irrigation or Drainage System Construction & Drivers	6229	If Any	██████	0
Sewer Construction - All Operations & Drivers	6306	If Any	██████	0
Gas Main or Connection Construction & Drivers	6319	If Any	██████	0
Chain Link Fence Construction; Fence Erection - all types; Mobile Homes - Windstorm Tie-Down Installation; By Specialty Contractor; Playground Equipment Installation	6400	If Any	██████	0
Telephone or Telegraph Co.: All Other Employees & Drivers	7600	If Any	██████	0
Contractor's Permanent Yard	8227	If Any	██████	0
Cedar Chip Grinding & Sacking & Drivers	8231	If Any	██████	0

Item 4. Premium - Extension of Information Page

Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.	Class Code	Premium Basis Payroll - Unless otherwise indicated a) Flat Charge b) Per Capita c) Passenger Seat d) Premium e) Other	Rate Payroll- Per \$100	Estimated Premium
Continued:				
Texas				
Period: 07/15/2015 - 07/15/2016 (Rating Date: 07/15/2015)				
Geophysical Exploration NOC - All Employees & Drivers	8607	If Any	████	0
Salespersons, Collectors or Messengers - Outside	8742	If Any	████	0
Accountant, Auditor or Factory Cost or Office Systematizer - Traveling	8803	If Any	████	0
Clerical Office Employees NOC	8810	If Any	████	0
Buildings - Operation By Contractors	9014	If Any	████	0
Painting: Shop Only & Drivers	9501	If Any	████	0
Concrete or Cement Distributing Towers - Installation, Repair or Removal-& Drivers	9529	If Any	████	0
Sign Mfg - Erection, Repair or Maintenance - & Shop, Drivers	9552	If Any	████	0
Subject to Voluntary Compensation Endorsement Clerical Office Employees NOC	8810	If Any	████	0
Waiver of Subrogation Premium	0930		████	1
Large Deductible Credit	9663		████	(1)
Policy Minimum Premium Adjustment	0990			70
Standard Premium				\$70
Expense Constant	0900			180
Terrorism	9740		████	0
Estimated Premium				\$250
Total Premium for Texas				\$750

Item 4. Premium - Extension of Information Page

**UNITED STATES LONGSHORE AND HARBOR
WORKERS' COMPENSATION ACT - INCIDENTAL**

<u>States</u>	<u>Percent of increase - non-Federal rates</u>	<u>States</u>	<u>Percent of increase - non-Federal rates</u>
---------------	--	---------------	--

Period: 07/15/2013 - 07/15/2014
(Rating Date: 07/15/2013)

Texas

€ [REDACTED]

Period: 07/15/2014 - 07/15/2015
(Rating Date: 07/15/2014)

Texas

€ [REDACTED]

Period: 07/15/2015 - 07/15/2016
(Rating Date: 07/15/2015)

Texas

€ [REDACTED]

NAMED INSURED LINK SCHEDULE

Name Link Code	Insured Name/Location	City	State Zip
001	City of Austin		
001	FEIN: 74-6000085		
001	Legal Status: Corporation		
001	No Specific Location		TX

Policy No. WA7-66D-066489-023

GPO 4162 R1

Page 1 of 1

Ed. 11/01/2004

FEDERAL EMPLOYERS' LIABILITY ACT COVERAGE ENDORSEMENT

This endorsement applies only to work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) and any amendment to that Act that is in effect during the policy period.

G. **Limits of Liability** of Part Two (Employers Liability Insurance) is replaced by the following:

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. 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-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page or in the Schedule.

Bodily injury by disease does not include disease that results directly from 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.

If any state is named in Item 2 of the Schedule, Part Two (Employers Liability Insurance) applies in that state to work subject to the Federal Employers' Liability Act as though that state were listed in Item 3.A. of the Information Page. Part One (Workers Compensation Insurance) does not apply in a state shown in the Schedule.

Part Two (Employers Liability Insurance), C. Exclusions, exclusion 9, does not apply to work subject to the Federal Employers' Liability Act.

	Schedule	
1. Limits of Liability		
Bodily Injury by Accident	\$	1,000,000 each accident
Bodily Injury by Disease	\$	1,000,000 aggregate
2. State If Any		

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023 Effective Date Premium \$

Issued to City of Austin

**LONGSHORE AND HARBOR WORKERS'
COMPENSATION ACT COVERAGE ENDORSEMENT**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in the Schedule. The policy applies to that work as though that state were listed in Item 3.A. of the Information Page.

General Section C. **Workers' Compensation Law** is replaced by the following:

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 and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers Liability Insurance), C. Exclusions., exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

Schedule

<u>State</u>	<u>Longshore and Harbor Workers' Compensation Act Coverage Percentage</u>
--------------	---

REFER TO SCHEDULE GPO 2926 FOR STATES AND PERCENTAGES

The rates for classifications with code numbers not followed by the letter "F" are rates for work not ordinarily subject to the Longshore and Harbor Workers' Compensation Act. If this policy covers work under such classifications, and if the work is subject to the Longshore and Harbor Workers' Compensation Act, those non-F classification rates will be increased by the Longshore and Harbor Workers' Compensation Act Coverage Percentage shown in the Schedule.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023 Effective Date Premium \$

Issued to City of Austin

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

A. How This Insurance Applies

This 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 work described in Item 1 of the Schedule of the Maritime Coverage Endorsement.
3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of, the continental United States of America, Alaska, Hawaii or Canada.
4. Bodily injury by accident must occur during the policy period.
5. 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.
6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

This insurance does not cover:

13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.
14. Your duty to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in Item 2 of the Schedule.

D. **We Will Defend** is changed by adding the following statement:

We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. 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-aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.
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.

Schedule

1. Description of work:

If Any

2. Transportation, Wages, Maintenance and Cure Premium

3. Limits of Liability	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	aggregate

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023

Effective Date

Premium \$

Issued to City of Austin

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

See Attached Schedule

Schedule

Alternate Employer

Address

State of Special or
Temporary Employment

Any Alternate Employer

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023

Effective Date

Premium \$

Issued to City of Austin

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

This policy does not cover work conducted at or from

Projects other than projects covered are those identified on the ROCIP VI Project Identification list, dated 07/15/2013 that have a construction value over \$1,500,000, are labor intensive, site specific, and commence and complete within the ROCIP policyperiod may be added to the program without approval of Liberty Mutual if the project is similar in scope to those on the project identification list. All other projects for consideration must be submitted to Liberty Mutual for approval. Liberty Mutual will respond in a timely manner.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023

Effective Date

Premium \$

Issued to City of Austin

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

ND, OH, WA, WY

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023

Effective Date

Premium \$

Issued to City of Austin

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

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

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. 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 an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of the insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in item 3.A. of the Information Page.

Schedule

Employees

All Employees not
subject to the
Workers Compensation
Law

State of Employment

Only the State of
Texas

Designated Workers'
Compensation Law

State of Hire

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023

Effective Date

Premium \$

Issued to City of Austin

POLICY PERIOD ENDORSEMENT

The policy period shown in item 2 of the Information Page consists of the consecutive periods shown in the Schedule. Our Manuals and all provisions of the policy apply separately to each period.

Schedule		
From 07/15/2013	to 07/15/2014	12:01 A.M.
From 07/15/2014	to 07/15/2015	12:01 A.M.
From 07/15/2015	to 07/15/2016	12:01 A.M.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023 Effective Date Premium \$

Issued to City of Austin

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 2007. 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 resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, 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, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a Program 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 exceeds \$100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged 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	
<u>State</u>	<u>Rate</u>	<u>Premium</u>

Not applicable in Florida.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023 Effective Date Premium \$

Issued to City of Austin

TEXAS AMENDATORY ENDORSEMENT

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

GENERAL SECTION

B. **Who Is Insured** is amended to read:

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

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

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

PART ONE – WORKERS' COMPENSATION INSURANCE

E. **Other Insurance** is amended by adding this sentence:

This Section only applies if you have other insurance or are self-insured for the same loss.

F. **Payments You Must Make**

This Section is amended by deleting the words "Workers' Compensation" from number 4.

H. **Statutory Provisions**

This Section is amended by deleting the words "after an injury occurs" from number 2.

PART TWO - EMPLOYERS' LIABILITY INSURANCE

C. **Exclusions**

Sections 2 and 3 are amended to add:

This exclusion does not apply unless the violation of law caused or contributed to the bodily injury.

Section 6 is amended to read:

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, Mexico or Canada who is temporarily outside these countries.

D. **We Will Defend**

This Section is amended by deleting the last sentence.

TEXAS AMENDATORY ENDORSEMENT

PART FOUR - YOUR DUTIES IF INJURY OCCURS

Number 6 of this part is amended to read:

6. Texas law allows you to make weekly payments to an injured employee in certain instances. Unless authorized by law, do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE - PREMIUM

- A. **Our Manuals** is amended by adding this sentence:

In this part, "our manuals" means manuals approved or prescribed by the Texas Department of Insurance.

- C. **Remuneration**

Number 2 is amended to read:

2. All other persons engaged in work that would make us liable under Part One (Workers' Compensation Insurance) of this policy. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured workers' compensation Insurance.

- E. **Final Premium**

Number 2 is amended to read:

2. If you 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.

PART SIX - CONDITIONS

- A. **Inspection** is amended by adding this sentence:

Your failure to comply with the safety recommendations made as a result of an inspection may cause the policy to be canceled by us.

- C. **Transfer of Your Rights and Duties** is amended to read:

Your rights and duties under this policy may not be transferred without our written consent. If you die, coverage will be provided for your surviving spouse or your legal representative. This applies only with respect to their acting in the capacity as an employer and only for the workplaces listed in Items 1 and 4 on the Information Page.

TEXAS AMENDATORY ENDORSEMENT

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

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We may also decline to renew it. We must give you written notice of cancellation or nonrenewal. That notice will be sent certified mail or delivered to you in person. A copy of the written notice will be sent to the Texas Workers' Compensation Commission.
3. Notice of cancellation or nonrenewal must be sent to you not later than the 30th day before the date on which the cancellation or nonrenewal becomes effective, except that we may send the notice not later than the 10th day before the date on which the cancellation or nonrenewal becomes effective if we cancel or do not renew because of:
 - a. Fraud in obtaining coverage;
 - b. Misrepresentation of the amount of payroll for purposes of premium calculation;
 - c. Failure to pay a premium when payment was due;
 - d. An increase in the hazard for which you seek coverage that results from an action or omission and that would produce an increase in the rate, including an increase because of failure to comply with reasonable recommendations for loss control or to comply within a reasonable period with recommendations designed to reduce a hazard that is under your control;
 - e. A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the law, or would be hazardous to the interests of subscribers, creditors, or the general public.
4. If another insurance company notifies the Texas Workers' Compensation Commission that it is insuring you as an employer, such notice shall be a cancellation of this policy effective when the other policy starts.

PART SEVEN - OUR DUTY TO YOU FOR CLAIM NOTIFICATION

A. **Claims Notification**

We are required to notify you of any claim that is filed against your policy. Thereafter we shall notify you of any proposal to settle a claim or, on receipt of a written request from you, of any administrative or judicial proceeding relating to the resolution of a claim, including a benefit review conference conducted by the Texas Workers' Compensation Commission. You may, in writing, elect to waive this notification requirement.

TEXAS AMENDATORY ENDORSEMENT

We shall, on the written request from you, provide you with a list of claims charged against your policy, payments made and reserves established on each claim, and a statement explaining the effect of claims on your premium rates. We must furnish the requested information to you in writing no later than the 30th day after the date we receive your request. The information is considered to be provided on the date the information is received by the United States Postal Service or is personally delivered.

COMPLAINT NOTICE: SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE TO THE COMPANY THAT ISSUED THE POLICY. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE TEXAS DEPARTMENT OF INSURANCE, P.O. BOX 149091, AUSTIN, TEXAS 78714-9091, FAX # (512) 475-1771. THIS NOTICE OF COMPLAINT PROCEDURES IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023

WC 42 03 01 F

Page 4 of 4

Ed. 01/01/2000

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- Specific Waiver
Name of person or organization

Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver

- Operations:
All Texas Operations

- Premium:
The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- Advance Premium:

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

Pursuant to Section 406.097, Labor Code, sole proprietors, partner(s) or corporate executive officer(s) of the named insured are covered under this workers' compensation policy, unless specifically excluded from coverage through an endorsement to the policy. Such persons may be named in the Schedule below and the premium basis for the policy shall include their remuneration.

For employees excluded from workers' compensation coverage by law, an election has been made by or on behalf of each person described in "Others" in the Schedule to be subject to the workers' compensation law of the state named in the Schedule. Such persons shall be named in the Schedule below and the premium basis for the policy shall include their remuneration.

Schedule

Persons

State

Sole Proprietor:
If Any

Partners:

Officers:

Others:

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023

**TEXAS - AUDIT PREMIUM AND
RETROSPECTIVE PREMIUM ENDORSEMENT**

Section D of Part Five of the policy is replaced by the following provision:

PART FIVE -PREMIUM

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. The billing statement or invoice for audit additional premiums and/or retrospective additional premiums establishes the date that the premium is due.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023

WC 42 04 07

Page 1

Ed. 03/23/2002

TEXAS HEALTH CARE NETWORK ENDORSEMENT

This endorsement indicates that you have elected under this policy to provide workers' compensation health care services to your injured employees through a certified workers' compensation health care network that we have either established or contracted with, as provided in Chapter 1305 of the Texas Insurance Code and in Title 28, Chapter 10 of the Texas Administrative Code.

We will provide you with information concerning the use of our certified workers' compensation health care network(s) in our service area(s) and your rights and responsibilities as a participant in our network program. This includes information describing the service area(s) applicable to you and your injured employees as required in Rule VI K. of the *Texas Basic Manual of Rules, Classifications and Experience Rating Plan for Workers' Compensation and Employers' Liability Insurance*. In accordance with Chapter 1305 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code, we will also provide you with information that is required to be given to your employees, including an employee's notice of network requirements and an employee acknowledgement form.

Your premium may have been reduced because you have agreed to participate in our certified workers' compensation health care network. The amount of the premium reduction is shown on the Information Page of this policy. The reduction is estimated at the policy inception and adjusted at final audit of the policy. The reduction may be pro-rated if you elect to participate in a certified workers' compensation health care network during the policy year or if you terminate your participation in our certified workers' compensation health care network before the policy expires. The premium reduction you received may be forfeited if we determine that you have failed to provide the notice of network requirements and employee acknowledgement form to your employees in accordance with Chapter 1305.005(d) and 1305.451 Texas Insurance Code and Title 28, Chapter 10 of the Texas Administrative Code.

Minimum premium policies are not eligible for this premium reduction.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023

WC 42 04 08

Page 1 of 1

Ed. 04/15/2006

TEXAS DEDUCTIBLE ENDORSEMENT

This deductible endorsement applies only to the insurance provided by the policy because the state of Texas is listed in Item 3.A. of the Information Page.

This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy.

I. DEDUCTIBLE PROVISIONS

Coverage	Deductible Amount; Basis		
Bodily Injury By Accident	\$	██████████	each occurrence
Bodily Injury By Disease	\$	██████████	each claim
All Covered Bodily Injury	\$	N/A	policy aggregate

A. This Deductible Applies

1. Each Occurrence; Each Claim

You are responsible, up to the deductible amount shown above, for the total of:

- all benefits required of you by the workers compensation law (including benefits payable under PART THREE - OTHER STATES INSURANCE or under any endorsement); plus
- all sums you legally must pay as damages; plus
- all "allocated loss adjustment expense" as part of any claim or suit we defend;

because of (1) bodily injury by accident to your employees arising out of any one "occurrence"; (2) bodily injury by disease to your employee arising out of any one "claim".

We are responsible for those amounts of benefits and damages and "allocated loss adjustment expense" that exceed the applicable deductible amount shown above.

We may advance part or all of the deductible amount to settle any claim, proceeding or suit. You will reimburse us for any amount(s) we have so advanced.

2. Policy Period Aggregate

The amount shown above as "policy aggregate", is the most you must pay for the sum of all benefits, damages and "allocated adjustment expense" because of bodily injury by accident and bodily injury by disease for each policy period.

The "policy aggregate" will not be reduced if:

- this endorsement is issued for a term of less than (1) year, or
- the policy or this endorsement is cancelled by you before the end of the policy period.

The policy aggregate will be reduced, pro rata, based on the time the policy was in force if the policy or endorsement is cancelled by us.

B. Effect of Deductible on Limits of Liability

1. With respect to the Employers Liability Insurance provided by this policy, the applicable "each employee", "each accident", "policy" or other similar limits of liability are reduced by the sum of all damages (but not "allocated loss adjustment expense") within the applicable deductible amount shown above. Those limits are not in addition to the deductible amount. This provision applies whether the Employers Liability Insurance is provided by PART TWO or by an endorsement to this policy.
2. For purposes of this Paragraph B., all damages because of bodily injury by accident or bodily injury by disease are deemed to have been paid or to be payable before "allocated loss adjustment expense" has been paid or is payable.

C. Definitions

1. "Allocated loss adjustment expense" means claim adjustment expense directly allocated by us to a particular claim. Such expense shall include, but shall not be limited to, attorney's fees for claims in suit, court and other specific items of expense such as medical examination, expert medical or other testimony, laboratory and X-rays, autopsy, stenographic, witnesses and summonses, and copies of documents.
2. "Claims" means a written demand you receive for:
 - a. benefits required of you by the workers compensation law; or
 - b. damages covered by this policy;including a filing by your employee for such benefits with an agency authorized by law, and a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

All claims for benefits or damages because of bodily injury by the same or related diseases to any one person will be considered as one claim when determining how the deductible amounts apply.
3. "Occurrence" means a single accident which results in bodily injury to one or more of your employees.

D. Conditions

1. Recovery From Others

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

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; only then will the remainder of that recovery, if any, be applied to reduce the deductible amount paid or reimbursed or reimbursable by you.

2. Cancellation

You must (a) promptly pay all amounts for which you are responsible under this endorsement, (b) reimburse us within 30 days for any such amounts that we advance after we send you notice that payment is due, and (c) provide and maintain security or collateral as agreed between you and us.

If you fail to fully reimburse us when due or provide or maintain such required security, we may cancel either this endorsement or the policy for nonpayment of premium. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We may keep the amount of unearned premium that will reimburse us for the amounts we have advanced. These rights are in addition to other rights we have to be reimbursed.

3. Your Duties

- a. The first Named Insured shown in the Information Page agrees and is authorized on behalf of all Named Insureds to reimburse us for all deductible amounts that we advance.
- b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

4. Other Rights and Duties (Ours and Yours)

All other terms of this policy, including those which govern (a) our right and duty to defend any claim, proceeding or suit against you, and (b) your duties if injury occurs, apply irrespective of application of this deductible endorsement.

II. PREMIUM PROVISIONS

This provision amends Part Five, (Premium) because you chose to have the cost of the deductible insurance rated by this Endorsement. This endorsement explains the rating plan and how the final deductible premium will be determined. The rating plan period is the one year period beginning with the effective date of this endorsement.

The amount of final deductible premium depends on five standard elements.

A. Final Deductible Premium Standard Elements

The five standard elements are explained here.

1. **Deductible Premium** is the premium, after the application of a deductible credit, that we would charge during the rating plan period if you had not chosen the final deductible premium rating option, but with one exception. Deductible premium does not include the expense constant charge.
2. **Deductible Basic Premium** is less than deductible premium. It is deductible premium multiplied by a percentage called the Deductible Basic Premium Factor. The Deductible Basic Premium Factor varies by state. The Deductible Basic Premium Factors are shown in the Schedule for states included. An element included in Deductible Basic Premium is the excess loss premium charge for the deductible amount on the policy. Excess loss premium varies by state, by classification, and by the limit of the deductible amount.
3. **Actual Reimbursable Losses** are all amounts paid or estimated to be paid for deductible losses as defined by I. DEDUCTIBLE PROVISIONS of this endorsement.
4. A **Converted Deductible Loss Charge** is the Actual Reimbursable Losses multiplied by a percentage called the Deductible Loss Conversion Factor. The Deductible Loss Conversion Factor is shown in the Schedule and varies by state.

5. **Deductible Taxes and Expenses** are a part of the premium we collect. Deductible Taxes and Expenses are determined as a percentage of Deductible Basic Premium and Converted Deductible Loss Charge. The percentage is called the Deductible Tax and Expense Multiplier which is shown in the Schedule and varies by state.

B. Final Deductible Premium Formula

Insurance policies listed in the Schedule will be combined with this policy to calculate the final deductible premium. If the policies provide insurance for more than one insured, the final deductible premium will be determined for all insureds combined, not separately for each insured.

1. Final deductible premium is the sum of Deductible Basic Premium, Converted Deductible Loss Charge, Deductible Tax and Expense.
2. The final deductible premium will not be less than the Deductible Basic Premium times the Deductible Tax and Expense Multiplier, or less than the minimum determined by applying the minimum factors shown in the Schedule to the deductible premium, whichever is larger.
3. The final deductible premium will not be more than the Deductible Basic Premium times the Deductible Tax and Expense Multiplier plus the Converted Deductible Loss Charge times the Deductible Tax and Expense Multiplier or more than the maximum determined by applying the maximum factors shown in the Schedule to the deductible premium which ever is smaller.
4. If this endorsement applies to more than one policy or state, the final deductible premium will be the sum of the final deductible for each policy and state.

C. Premium Calculations and Payments

1. We will calculate the final deductible premium using Actual Reimbursable Losses we have as of a date six months after the rating plan period ends and annually thereafter.

We may make a special valuation of the final deductible premium as of any date that you are declared bankrupt or insolvent, make an assignment for the benefit of creditors involved in reorganization, receivership or liquidation, or dispose of all your interest in work covered by the insurance. You will pay the amount due us if the final deductible premium is more than the deductible premium as of the special valuation date.

2. After a calculation of final deductible premium you and we agree that it is the final calculation. No other calculation will be made unless there is a clerical error in the final calculation.
3. After each calculation of final deductible premium, you will pay promptly the amount due us, or we will refund the amount due you. Each insured is responsible for the payment of all deductible premium and final deductible premium calculated under this endorsement.

D. Work In Other States

If any of the policies provide insurance in a state not listed in the Table of States, and if you begin work in that state during the rating plan period, this endorsement will apply to that insurance if this rating plan applies in that state on an interstate basis. The final deductible premium standard elements will be determined by us for that state, and added to the Schedule by endorsement.

E. Cancellation

1. If any insurance subject to this endorsement is canceled, the effective date of cancellation will become the end of the rating plan period for all insurance subject to this endorsement unless we agree with you, by endorsement, to continue the rating plan period.
2. The maximum final deductible premium will be based on the deductible premium for the rating plan period increased pro rata to 365 days.
3. Section.E.3 will not apply if you cancel because:
 - a. all work covered by the insurance is complete;
 - b. all interest in the business covered by the insurance is sold; or
 - c. you retire from all business covered by the insurance.

Schedule

1. Other policies subject to this Final Deductible Premium Endorsement:

2. Minimum Final Deductible Premium Factor:
Maximum Final Deductible Premium Factor:
3. Deductible Loss Conversion Factor and the states where they apply, are shown in the Table of States.
4. The Deductible Basic Premium Factors and the states where they apply, are shown in the Table of States.
5. The Deductible Tax and Expense Multipliers and the states where they apply, are shown in the Table of States.

Table of States

State	Deductible Loss Conversion Factor	Deductible Tax and Expense Multiplier	Deductible Basic Premium Factor
-------	--------------------------------------	--	------------------------------------

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023

Effective Date

Premium \$

Issued to City of Austin

SOLE AGENT
CONSOLIDATED INSURANCE PROGRAMS

It is understood and agreed that E. Sole Representative of Part SIX- CONDITIONS is deleted and replaced with the following:

In consideration of being listed as an insured, you agree that the person or organization designated by this endorsement will act on behalf of all insureds as sole and irrevocable agent for the purposes of changing this policy, receiving return premiums, premium refunds or dividends and giving or receiving notice of cancellation or non-renewal.

You, hereby, direct us to pay any return premiums, premium refunds or dividends to the sole agent, who has agreed to fulfill all of your present and future obligations with respect to the payment of premium and/or loss reimbursement under this policy.

SOLE AND IRREVOCABLE AGENT:

City of Austin
301 W. Second Street
Austin, TX 78701-3906

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023

UNINTENTIONAL ERRORS AND OMISSIONS ENDORSEMENT

It is understood and agreed that the following condition is added to PART SIX-CONDITIONS.

It is agreed that in the event of your unintentional failure to disclose all hazards, prior occurrences or factual information on applications, supplements or other documents existing as of the inception date of this policy, will not prejudice the coverage provided under this policy.

You agree to notify us in writing of such failure to disclose all hazards, prior occurrences or factual information on applications, supplements or other documents as soon as you are aware of such failure.

This endorsement does not change any of the provisions in PART FIVE - PREMIUM to classify, audit or determine premium. Furthermore this endorsement does not change any of the provisions in items 2. and 4. of PART SIX - CANCELTION.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023

PARTICIPATING PROVISION

You shall participate in the distribution of surplus funds of the company through any dividends that may be declared for this Policy. A declaration or payment of dividends is not guaranteed. The amount of any dividends that may be declared shall be to the extent, and upon the conditions fixed and determined by the Board of Directors and in compliance with any laws that apply.

Texas:

The named insured shall be entitled to participate in a distribution of the surplus of the Company, as determined by the Board of Directors from time to time, after approval in accordance with the provisions of the Texas Insurance Code of 1951, as amended.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023 Effective Date Premium \$

Issued to City of Austin

KNOWLEDGE AND NOTICE OF OCCURRENCE ENDORSEMENT

It is understood and agreed that the following is added to paragraph 3 of PART FOUR-YOUR DUTIES IF INJURY OCCURS.

Your duty to give us all notices, demands and legal papers related to the injury, claim, proceedings or suit does not apply to the knowledge of such injury, claim, proceedings or suit, known by any agent, servant, employee, contractor or sub contractor, unless you have designated such person as a representative of the First Named Insured for this policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-066489-023

Effective Date

Premium \$

Issued to City of Austin

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy until written notice of cancellation has been delivered to those scheduled below at least:

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium, fraud, or misrepresentation; or
- b) 90 days before the effective date of the cancellation if we cancel the insurance afforded by this policy for any other reason.

Failure to provide notice under this endorsement will not affect the validity of the cancellation except as it relates to the person or organization listed below.

<u>NAME</u>	<u>ADDRESS</u>
City of Austin	PO BOX 1088 AUSTIN TX 78767-1088

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation 21814

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA7-66D-066489-023