

**CONNECTICUT INTERLOCAL
RISK MANAGEMENT AGENCY**

WORKERS' COMPENSATION POOL

Town of Canton and Canton Board of Education

July 01, 2021 - July 01, 2022

Policy Number: WC2021012813



**CONNECTICUT
INTERLOCAL
RISK
MANAGEMENT
AGENCY**

545 Long Wharf Drive, 8th Floor
New Haven, CT 06511-5950
Phone 203-946-3700
www.CIRMA.org

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

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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STANDARD ENDORSEMENTS

06WC-3	Voluntary Compensation and Employers' Liability Coverage Endorsement
06WC-5	Longshore and Harbor Workers' Compensation Act Coverage Endorsement
06WC-12	Employers' Liability Insurance Amendatory Endorsement
06WC-22	Final Adjustment Endorsement
06WC-23	Audit Endorsement
WC 00 04 22B	Terrorism Risk Insurance Act Endorsement
WC 06 03 03 C	Connecticut Workers Compensation Fund Endorsement

SUPPLEMENTARY ENDORSEMENTS (Provided only if noted on Information Page)

INFORMATION PAGE

**Connecticut Interlocal Risk Management Agency
545 Long Wharf Drive, 8th Floor
New Haven, CT 06511-5950**

Policy Number: WC2021012813

Date of Issue: July 01, 2021

1. Name of Member: Town of Canton and Canton Board of Education

Mailing Address: 4 Market Street
Collinsville, CT 06022

2. The policy period is from July 01, 2021 12:00 a.m. to July 01, 2022 12:01 a.m. standard time at the mailing address.

3. Coverage:

A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of Connecticut. Other workplaces not shown are covered by the extent of Part One when required within the scope of duties to be performed by the employee.

B. Employers' Liability Insurance: Part Two of the policy applies to workplace listed in Item 1.

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 this policy applies to all states except any state listed in Item 3.A. and the states of North Dakota, Ohio, Washington, and Wyoming.

4. The contribution for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required is subject to verification by audit. Any premiums generated by audit will be due on the 5th day of the month following the billing of the payroll audit results. For classifications and rates, see the schedule of classifications and underwriting summary.

5. Total Estimated Annual Premium under the Guaranteed Cost Plan: **\$265,122**

6. This policy includes these schedules and endorsements:

Estimated Schedule of Classifications, Estimated Underwriting Summary, Premium Payment Schedule and Standard Endorsements

06WC-3, 06WC-5, 06WC-12, 06WC-22, 06WC-23, WC 00 04 22B, WC 06 03 03 C.

Connecticut Interlocal Risk Management Agency



Assistant Secretary



President

**CIRMA WORKERS' COMPENSATION POOL
ESTIMATED SCHEDULE OF CLASSIFICATIONS**

July 01, 2021 - July 01, 2022

MEMBER NAME: Town of Canton and Canton Board of Education

POLICY NUMBER: WC2021012813

DEPARTMENT NAME	NCCI CODE	CLASS DESCRIPTION	FULL TIME EMPS	PART TIME EMPS	ESTIMATED PAYROLL	RATE	MANUAL PREMIUM
TOWN OF CANTON							
	5509	PUBLIC WORKS DRIVERS, STREET/ROAD MAINTENANCE			\$802,380	9.15	\$73,418
	7580	WPCA/SEWER DISPOSAL OPERATIONS			\$336,105	3.58	\$12,033
	7590	GARBAGE WORKS: REDUCTION/INCINERATION, RECYCLING			\$99,745	5.50	\$5,486
	7710	FIRE FIGHTERS & DRIVERS			\$55,063	4.70	\$2,588
	7711	FIRE FIGHTERS & DRIVERS -VOLUNTEERS			\$19,200	63.72	\$12,234
	7720	POLICE EMPLOYEES, EXCL CIVILIAN DISPATCH			\$1,760,919	4.13	\$72,726
	7731	AMBULANCE - VOLUNTEER			\$1,445	4.87	\$7,037
	8810	CLERICAL OFFICE EMPLOYEES			\$1,860,723	.25	\$4,652
	8831	ANIMAL CONTROL OFFICER			\$16,578	1.73	\$287
	8868	SCHOOL TEACHERS, ADMINISTRATORS, CLERICAL			\$117,895	.52	\$613
	9015	TOWN BUILDING MAINTENANCE			\$179,653	4.13	\$7,420
	9102	PARKS & RECREATION EMPLOYEES			\$410,446	3.65	\$14,981
	9410	MUNICIPAL EMPLOYEES, ALL OTHER			\$563,146	4.36	\$24,553
TOTAL DEPARTMENT CANTON BD. OF ED.					\$6,223,298		\$238,028
	7380	SCHOOL BUS/VAN DRIVERS			\$12,849	9.18	\$1,180
	8833	SCHOOL NURSES			\$265,777	1.11	\$2,950
	8868	SCHOOL TEACHERS, ADMINISTRATORS, CLERICAL			\$16,374,913	.52	\$85,150
	9082	SCHOOL CAFETERIA - ALL EMPLOYEES			\$107,722	2.47	\$2,661
	9101	SCHOOL CUSTODIANS			\$1,061,506	5.68	\$60,294
TOTAL DEPARTMENT					\$17,822,767		\$152,235
GRAND TOTAL					\$24,046,065		\$390,263

**CIRMA WORKERS' COMPENSATION POOL
UNDERWRITING SUMMARY**

July 01, 2021 - July 01, 2022

MEMBER NAME: Town of Canton and Canton Board of Education
POLICY NUMBER: WC2021012813
PLAN: Guaranteed Cost Plan

ESTIMATED PAYROLL FOR 2021 – 2022	\$24,046,065
MANUAL PREMIUM	\$390,263
INCREASED LIMITS (1.10%)	\$4,293
TOTAL SUBJECT PREMIUM	\$394,556
EXPERIENCE MODIFICATION FACTOR	.90
TOTAL MODIFIED PREMIUM	\$355,100
PROSPECTIVE CREDIT (-12.00%) as approved by CT Insurance Dept	-\$42,612
SCHEDULE RATING (-1.96%)	-\$6,960
TOTAL STANDARD PREMIUM	\$348,140
PREMIUM DISCOUNT (-11.10%)	-\$38,643
EXPENSE CONSTANT	\$160
TERRORISM CHARGE (2.50%)	\$6,011
PACKAGE CREDIT	-\$13,768
NET PREMIUM	\$259,288
NET DIRECT WRITTEN PREMIUM	\$259,288
STATE OF CT SECOND INJURY FUND (2.25%)	\$5,834
<hr/>	
TOTAL ESTIMATED PREMIUM	\$265,122

**CIRMA WORKERS' COMPENSATION POOL
PAYMENT SUMMARY**

July 01, 2021 - July 01, 2022

MEMBER NAME: Town of Canton and Canton Board of Education

POLICY NUMBER: WC2021012813

BILLING FREQUENCY: Quarterly

DUE DATE

PREMIUM

7/1/2021	\$66,282
10/1/2021	\$66,280
1/1/2022	\$66,280
4/1/2022	\$66,280

TOTAL PREMIUM

\$265,122

Please note: Interest will be calculated at 1% per month on all amounts past due over 45 days from the due date.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

The Connecticut Interlocal Risk Management Agency (herein called the Agency) In return for the payment of the contribution and subject to all terms of this policy, agrees with the member named in the Information Page 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 member named in Item 1 of the Information Page) and us (the Agency). 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 the agency to be part of this policy.

B. Who Is Insured

You are insured if you are a member named in Item 1 of the Information Page.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of Connecticut. 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 Item 1 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 the workplace listed in Item 1 of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

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

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

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

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in

- violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
 4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
 5. Bodily injury intentionally caused or aggravated by you;
 6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
 7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
 8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et. seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et. seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
 9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et. seq.), any other federal laws obligating the employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
 10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
 11. Fines or penalties imposed for violation of federal or state law; and
 12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued 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
MEMBERS' 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
CONTRIBUTIONS**

A. Our Manuals

All contributions 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

Page ii – Classification Page – shows the rate and contribution 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 basis for contribution by endorsement to this policy.

C. Remuneration

The contribution for each work classification is determined by multiplying a rate times a contribution basis. Remuneration is the most common contribution basis. This contribution 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. Payments Of Contributions

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

E. Final Adjustment

The contribution shown on the Information Page, schedules, and endorsements is an estimate. The final amount will be determined after this policy ends by using the actual, not the estimated, contribution basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final contribution is more than the contribution 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 applicable to the classifications covered by this policy.

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

1. If we cancel, final contribution will be calculated pro rata based on the time this policy was in force. Final contribution will not be less than the pro rata share of the minimum contribution.
2. If you cancel, final contribution 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 contribution will not be less than the minimum contribution.

F. Records

You will keep records of information needed to compute contributions. 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 contribution. 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 contributions 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 members first named in Item 1 of the Information Page will act to change this policy, receive return premium, and give or receive notice of cancellation.

F. Declarations

By acceptance of this policy the member agrees that the statements in the Information Page and Classification Page are the members agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the member and the agency or any of its agents relating to this policy.

You as a member of CIRMA understand that, if your Total Standard Premium is greater than or equal to \$1,000,000, then CIRMA uses the services of the National Council on Compensation Insurance (NCCI), a rating and advisory organization organized and maintained by insurance companies, which is recognized as such by regulation of the Connecticut Insurance Department and which, among other things, calculates experience modification factors to be used in arriving at deposit contributions (premiums) to be paid by a member for a particular year. By becoming a member of CIRMA and accepting this policy of coverage, you agree that NCCI may furnish experience modification factors relating to you to persons requesting them.

In witness whereof, the agency has caused this policy to be signed by its Chief Executive Officer and its Secretary at New Haven, Connecticut, and countersigned on the Information Page by a duly authorized agent of the agency.

CONNECTICUT INTERLOCAL RISK MANAGEMENT AGENCY



Assistant Secretary



President and
Chief Executive Officer



**CONNECTICUT
INTERLOCAL
RISK
MANAGEMENT
AGENCY**

545 Long Wharf Drive, 8th Floor
New Haven, CT 06511-5950
Phone 203-946-3700
www.CIRMA.org

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 disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in Item 1 of the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in Item 1 of 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 Item 1 of the Schedule were subject to the workers' compensation law shown in Item 1 of 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 occupational disease law, or any similar law; and
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; and
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 this 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
NONE

Designated
State of Employment

Workers'
Compensation Law

Connecticut Interlocal Risk Management Agency

By: 

Preparation date: 06/24/2021



**CONNECTICUT
INTERLOCAL
RISK
MANAGEMENT
AGENCY**

545 Long Wharf Drive, 8th Floor
New Haven, CT 06511-5950
Phone 203-946-3700
www.CIRMA.org

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINAL ADJUSTMENT ENDORSEMENT

It is understood and agreed that the following changes are made to your Workers' Compensation and Employers' Liability Insurance policy:

Part Five – Contributions - **Section E. Final Adjustment** is deleted in its entirety and replaced with the following:

If this policy is canceled prior to the expiration date stated on the Information Page, final contribution will be determined in the following manner unless our manuals state otherwise:

1. If we cancel, final contribution will be calculated pro rata based on the time this policy was in force. Final contribution will not be less than the pro rata share of the minimum contribution.
2. If you cancel, final contribution 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 contribution will not be less than the minimum contribution.

All other terms, conditions, and limitations of this policy shall remain unchanged.

Connecticut Interlocal Risk Management Agency

By: Fiona Porto

Preparation date: 06/24/2021



**CONNECTICUT
INTERLOCAL
RISK
MANAGEMENT
AGENCY**

545 Long Wharf Drive, 8th Floor
New Haven, CT 06511-5950
Phone 203-946-3700
www.CIRMA.org

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDIT ENDORSEMENT

It is understood and agreed that the following changes are made to your Workers' Compensation and Employers' Liability Insurance policy:

Part Five – Contributions - **Section G. Audit** is deleted in its entirety and replaced with the following:

You will let us examine and audit all your records that relate to this policy. These records include, but are not limited to, 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. Insurance rate service organizations have the same rights we have under this provision.

All other terms, conditions, and limitations of this policy shall remain unchanged.

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TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property, or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in the Schedule below:

Schedule

State	Rate	Premium
CT	.0250	\$6,011



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CONNECTICUT WORKERS COMPENSATION FUNDS ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Connecticut is shown in Item 3.A. of the Information Page.

The amount shown on the Information Page for the Connecticut workers compensation fund assessment is required of you under Section 31-345 of the Connecticut General Statutes. We will pay these assessments to the Connecticut State Treasurer. The purpose of the assessment is to finance the expenses of administering the workers compensation laws.

THE AMOUNT SHOWN ON THE INFORMATION PAGE FOR THE CONNECTICUT SECOND INJURY FUND SURCHARGE IS REQUIRED OF YOU UNDER CONNECTICUT REGULATIONS TO FINANCE THE CONNECTICUT SECOND INJURY FUND. WE WILL PAY THIS SURCHARGE TO THE CONNECTICUT STATE TREASURER.