



**Conifer  
Insurance  
Company**

**Insured:**

ODD BROTHERS CRAFT CIDER LLC  
4691 22 MILE RD  
HOMER, MI 49245

**WHEN YOU HAVE A WORKERS' COMPENSATION CLAIM**

1. Furnish prompt medical treatment.
2. Make sure the treating facility is aware that it is a Workers' Compensation claim, the address of the carrier, and the contact for the handling of the claim.
3. Promptly notify the WC Carrier of the injury.
4. File a Form 100 with the State of Michigan when needed:
5. a. [http://michigan.gov/documents/wca\\_WC100\\_\\_fillin\\_121830\\_7.pdf](http://michigan.gov/documents/wca_WC100__fillin_121830_7.pdf)
6. Prevent further injuries with corrective action.
7. Stay in touch with the injured worker.
8. Make accommodations enabling the worker to return to work.

Conifer Insurance Company  
3001 W. Big Beaver Rd., Suite 200  
Troy, MI 48084

MI Depart of Licensing & Regulatory Affairs  
P.O. Box 30016  
Lansing, MI 48909

Contact (248) 559-0840  
Report Loss [coniferinsurance.com/fnol](http://coniferinsurance.com/fnol)  
Email [claims@coniferinsurance.com](mailto:claims@coniferinsurance.com)  
Fax (248) 559-0870  
After Hours (877) 263-6468

(866) 396-5041  
[www.michigan.gov/wca](http://www.michigan.gov/wca)

**WHEN YOU HAVE AN AUDIT**

Premiums for Workers' Compensation are issued based on estimated payrolls. Actual payrolls are determined by an audit at the end of the policy period. You will receive either, a refund or be billed an additional premium based on the results. The audit may be done by mail, phone, or physical examination of your records. This is decided by the WC carrier as allowed in the policy.

What will you need for your audit? The records necessary for an audit may include:

- Payroll journal and/or individual payroll records
- Profit and loss statements
- General ledger or cash disbursement journal
- Quarterly State unemployment records and Federal Tax reports – 941's
- Annual Federal Tax Return
- Sales and Receipt journals
- Certificates of Workers Compensation Insurance for any labor not on W-2's

If you have any questions concerning the audit process, please contact your agency. We want to ensure your premiums are both fair and accurate.

**YOUR WORKERS' COMPENSATION POLICY IS ATTACHED**



## ***Employees -- Know Your Rights!***

- **Remember - It is important to report your injury to your employer.**
- **Medical Care**  
 You are entitled to reasonable and necessary medical care for work-related injuries or diseases. Employers or their insurance carriers are required by law to provide these services. During the first 28 days of treatment, your employer has the right to choose the physician. After 28 days you are free to change physicians, but you must notify your employer of the change. If you receive treatment from a physician of your choice, you shall obtain and promptly furnish a report to your employer.  
  
 If your employer refuses to provide medical care, you should contact Michigan's Workers' Compensation Agency at its toll-free telephone number: **1-888-396-5041**.  
  
 You should not receive a bill from a health care provider for treatment of a covered work-related injury or illness. If you do receive such a bill, you should contact your employer or the employer's insurance carrier.
- **Wage Loss Benefits**  
 You are entitled to weekly workers' compensation benefits if you suffer a wage loss for more than seven consecutive days. These benefits may be claimed as long as a disability and wage loss continue. Generally, the benefit rate is 80% of your after-tax average weekly wage, subject to a maximum rate.
- **Vocational Rehabilitation**  
 If you are unable to perform the work that you have done previously, you are entitled to vocational rehabilitation. The number one goal is your return to work with your employer. If you cannot do this or require assistance in finding a new job, vocational rehabilitation services can help.

To be completed by the employer

Employer Name
Employer Contact Person and Telephone Number
Workers' Compensation Insurance Carrier Name

If you have questions, please call the  
 State of Michigan Workers' Compensation Agency  
**Toll-free 1-888-396-5041**

Additional information is on the agency's website at [www.michigan.gov/wca](http://www.michigan.gov/wca).

**EMPLOYER: PLEASE POST THIS NOTICE FOR YOUR EMPLOYEES TO SEE!**



# Workers' Compensation Agency Rights & Responsibilities

Michigan's workers' compensation system provides wage replacement, medical treatment, and vocational rehabilitation benefits to individuals who are injured while at work. Each party in this system has rights and responsibilities that ensure the successful operation of the process.

## EMPLOYEES

- Most workers are covered under workers' compensation from the date of employment.
- **Report all injuries to your supervisor immediately.**
- When injured, you can receive wage loss benefits, medical care, and rehabilitation services.
- A compensable injury is one that has arisen "out of and in the course of employment." The work must cause the disability.
- Workers' compensation is the "exclusive remedy" for work injuries, meaning that in most cases you cannot sue for other damages.
- **There is a 7-day waiting period for benefit payments.** You will not receive a workers' compensation check for disability lasting less than 7 days. However, medical benefits should be provided from the day of injury. If your wage loss lasts longer than 7 consecutive days, you are entitled to benefits as of the 8th day. If your wage loss continues for 14 days or longer, you are entitled to receive payment for that first week of disability.
- In most cases, wage loss benefits are calculated by taking the average of the highest 39 weeks of the last 52 weeks of gross wages prior to injury. This is your Average Weekly Wage (AWW). Generally you should receive 80% of the after-tax value of your AWW.
- In certain circumstances, the value of discontinued "fringe benefits" such as the cost of health insurance, employer contributions to a pension plan, and vacation and holiday pay may be included in determining the AWW.
- You should be paid your benefit on a weekly basis, and payments should continue as long as you are disabled and are suffering a wage loss.
- Your first check is due and payable on the 14<sup>th</sup> day of disability. However, a benefit check is not considered "late" until 30 days after the due date.
- If you have **more than one job** covered under the Act, the earnings from Michigan employers are added together to calculate the AWW.
- You may also be eligible for Family Medical Leave Act (FMLA) benefits. If you have questions, you should contact the U.S. Department of Labor.
- **Medical Benefits:** You are entitled to all reasonable and necessary medical care including surgical, hospital, and dental services, as well as crutches, hearing apparatus, chiropractic treatment, and nursing care. These services are provided indefinitely as long as there is a need.
- **Choosing A Doctor:** During the first 28 days of treatment, the employer has the right to choose the doctor. After that, you are free to change doctors providing that you notify the employer and insurance company, preferably in writing. You do not need authorization from the insurance company or the employer to be medically treated, as long as the treatment is reasonable and necessary, and your claim is not in dispute.
- **Maintaining Contact:** It is extremely important that you maintain regular contact with your employer throughout the treatment and recovery period so that they are aware of your progress. Provide your employer with updated work status reports and discuss early return to work options.
- **Vocational Rehabilitation:** If you have a work-related injury or illness which prevents you from returning to your job and you are currently receiving workers' compensation benefits, you are entitled to a maximum of 104 weeks of vocational assistance in returning to work. Vocational rehabilitation can help you return to your current job or a new one by identifying interests, skills and abilities, evaluating accommodations, providing job readiness assistance, outlining career objectives, and arranging retraining opportunities. Vocational rehabilitation services create a "win-win" scenario for employers, carriers, and injured employees, especially when utilized as an early intervention tool.

## EMPLOYERS

- All public and most private employers in Michigan are covered by workers' compensation. Every employer subject to the Act must provide proof of insurance or be approved for self-insurance to ensure benefits can be paid to its workers should they become injured.
- Eligible employees are covered under workers' compensation from the date of employment.
- There are severe penalties if an employer fails to provide workers' compensation coverage.
- **Minors:** The Act provides that an illegally employed minor is entitled to double compensation if injured.
- **Reporting:**
  - All claims must be reported to your insurance carrier.
  - **Form WC-100:** must be filed with the Workers' Compensation Agency and your insurance carrier immediately upon the disability exceeding 7 consecutive days, death or specific loss. A copy of this form must also be given to the employee.
- You must ensure that reasonable and necessary medical treatment is provided promptly.
- You will need to provide a wage history report to the insurance carrier in order to calculate the correct benefit amount.
- You are encouraged to maintain contact with your employees while they are off work, and provide appropriate light-duty work options and accommodations when possible.

## INSURANCE COMPANIES

- Prompt and regular payment of benefits is required by law.
  - **Form WC-701:** must be filed with the Workers' Compensation Agency (WCA) when wage loss benefits begin, change or stop.
  - **Form WC-110:** must be filed with the WCA 3 months post-injury, and every 4 months after, to report on vocational rehabilitation activity.
- **Form WC-107:** must be filed with the WCA if a claim is disputed.
- Medical services rendered are subject to the State of Michigan Health Care Rules and Fee Schedules. Injured employees are not to be "balance billed" for charges over and above the fee schedule.
- Benefits are not to be stopped for non-cooperation with vocational rehabilitation, but a hearing can be requested.

For more information contact: State of Michigan - Workers' Compensation Agency  
Toll free: 1-888-396-5041 [www.michigan.gov/wca](http://www.michigan.gov/wca)



**CONIFER INSURANCE COMPANY**  
**Information Page**

WC 00 00 01 A

Insurer: CONIFER INSURANCE COMPANY  
 3001 W. Big Beaver Rd., Suite 200  
 Troy, MI 48084

Policy No.: CIWC002648  
 New Issue

1. The Insured: ODD BROTHERS CRAFT CIDER LLC  
 For Additional Named Insureds, see Extension of Information Page.  
 Schedule of Named Insured, if applicable.  
 Mailing Address: 4691 22 MILE RD  
 HOMER, MI 49245

Entity: LLC

Other workplaces not shown above: For Additional Locations, See Extension of Information Page, Schedule of Locations, if applicable.

2. The policy period is from 8/14/2023 at 12:01 A.M. to 8/14/2024 at 12:01 A.M. standard time at the insured’s mailing address.
3. **A. Workers Compensation Insurance:** Part One of the policy applies to the Workers Compensation Law of the states listed here:  
 MI

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 500,000	Each accident
Bodily Injury by Disease	\$ 500,000	Policy limit
Bodily Injury by Disease	\$ 500,000	Each employee

- C. **Other States Insurance:** Part Three of the policy applies to the states, if any listed here:  
 All states and U.S. territories except North Dakota, Ohio, Washington, Wyoming, Puerto Rico, the U.S. Virgin Islands, and states designated in item 3A of the Information Page.

D. This policy includes these endorsements and schedules:  
 See Extension of Information Page, Schedule of Forms

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

Classifications	Code No.	Premium Basis Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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**See Extension of Information Page, Classifications and Premium Breakdown**

**Total Estimated Cost \$ 1,058.00**

Responsible Agent of Record:  
 Insurance Place, Inc. 000244  
 P.O. Box 100  
 123 E. Main St.  
 Homer, MI 49245

Servicing Agent:  
 TERRY D CHILCOTE 000244A  
 P.O. Box 100  
 123 E. Main St.  
 Homer, MI 49245

**CONIFER INSURANCE COMPANY**

**Insured:** ODD BROTHERS CRAFT CIDER LLC

**Policy Effective Date:** 8/14/2023

**Policy Number:** CIWC002648

**Extension of Information Page  
Schedule of Named Insured  
ITEM 1**

<b>State</b>	<b>Loc</b>	<b>Named Insured</b>	<b>FEIN</b>
MI	001	ODD BROTHERS CRAFT CIDER LLC	832818593
MI	001	ODD BROTHERS CRAFT CIDER	832818593



**CONIFER INSURANCE COMPANY**

**Insured:** ODD BROTHERS CRAFT CIDER LLC

**Policy Effective Date:** 8/14/2023

**Policy Number:** CIWC002648

**Extension of Information Page  
Schedule of Locations**

<b>State</b>	<b>Loc</b>	<b>Location Address</b>
MI	000	4691 22 MILE RD HOMER, MI 49245
MI	001	4691 22 MILE RD HOMER, MI 49245

## CONIFER INSURANCE COMPANY

**Insured:** ODD BROTHERS CRAFT CIDER LLC

**Policy Effective Date:** 8/14/2023

**Policy Number:** CIWC002648

## Extension of Information Page

## Schedule of Forms

## ITEM 3D

<u>Form Number</u>	<u>Edition</u>	<u>Description</u>	<u>Applicable State</u>
WC 00 00 01 A		Information Page	MI
WC 00 00 00 B	07 11	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY	MI
WC 00 04 06	08 84	PREMIUM DISCOUNT ENDORSEMENT	MI
WC 21 03 03 A	06 97	MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT	MI
WC 21 03 04	04 84	MICHIGAN LAW ENDORSEMENT	MI
WC 21 04 02 C	01 21	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT	MI
WC CIC PRIV 01	10 22	Privacy Policy	MI

*This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236*

CONIFER INSURANCE COMPANY

Insured: ODD BROTHERS CRAFT CIDER LLC

Policy Effective Date: 8/14/2023

Anniversary Date: 8/14/2023

Policy Number: CIWC002648

Extension of Information Page  
Classifications and Premium Breakdown

ITEM 4

Independent Rating Bureau Risk ID:

Code No.	Classifications	Premium Basis Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
2143	CIDER MFG	\$81,120.00	1.1000	\$892.00
2131	BOTTLING – SPIRITUOUS LIQUOR	If Any	1.0400	\$0.00
8292	WAREHOUSING - NOC	If Any	2.7100	\$0.00
8017	RETAIL NOC	If Any	0.7700	\$0.00
**** LOCATION 001 TOTALS ***		=====		=====
		\$81,120.00		\$892.00
	Total Class Remuneration	\$81,120.00		

PREMIUM BREAKDOWN

<b>TOTAL MANUAL PREMIUM</b>				\$892.00
9807	INCREASED LIMITS 500/500/500		0.0100	\$9.00
9848	EMPLOYERS LIABILITY MINIMUM			\$91.00
<b>TOTAL SUBJECT PREMIUM</b>				\$992.00
<b>TOTAL MODIFIED PREMIUM</b>				\$992.00
<b>TOTAL STANDARD PREMIUM</b>				\$992.00
0063	PREMIUM DISCOUNT		0.0500	\$-50.00
0900	EXPENSE CONSTANT			\$100.00
9740	TERRORISM		0.0200	\$16.00
<b>MODIFIED STANDARD PREMIUM</b>				\$1,058.00
<b>ESTIMATED ANNUAL PREMIUM</b>				\$1,058.00
<b>ESTIMATED ANNUAL PREMIUM MICHIGAN</b>				\$1,058.00

CONIFER INSURANCE COMPANY

Insured: ODD BROTHERS CRAFT CIDER LLC

Policy Effective Date: 8/14/2023

Policy Number: CIWC002648




COUNTERSIGNED: 8/16/2023  
DATE

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



\_\_\_\_\_  
Secretary



\_\_\_\_\_  
President

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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

(Ed. 7-11)

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.

(Ed. 7-11)

**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.

(Ed. 7-11)

**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.

**PREMIUM DISCOUNT ENDORSEMENT**

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

Schedule

1. **State**

**Estimated Eligible Premium**

MI

First	Next	Next	
\$5,000	\$95,000	\$400,000	Balance

2. Average percentage discount: \_\_\_\_\_%

3. Other policies:

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective Insured

Policy No.CIWC002648

Endorsement No. Premium

Insurance Company

Countersigned by \_\_\_\_\_



MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT

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

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Payroll Audits

You may request a payroll audit once each calendar year. Your request must be in writing, sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. Reserves or Redemption

You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Addresses

Commissioner of Insurance
Michigan Insurance Bureau
P.O. Box 30220
Lansing, MI 48909

Conifer Insurance Company
3001 W. Big Beaver Rd.
Suite 200
Troy, MI 48084

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective
Insured

Policy No.CIWC002648

Endorsement No.
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_



**MICHIGAN LAW ENDORSEMENT**

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

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

1. We are “the insurer issuing this policy”
2. You are “the insured employer”
3. “Michigan workmen’s compensation act” means the Workers’ Disability Compensation Act of 1969”
4. “Workmen’s compensation” means workers compensation”
5. “The bureau of workmen’s compensation” means the Bureau of Workers’ Disability Compensation”

“Notwithstanding any language elsewhere contained in this contract or policy of insurance, the accident fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

**Compensation**

- a. That it will pay to the persons that may become entitled thereto all workmen’s compensation for which the insured employer may become liable under the provisions of the Michigan workmen’s compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

**Medical Services**

- b. That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed, which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan workmen’s compensation act, and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

**Rehabilitation Services**

- c. That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan workmen’s compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

**Funeral Expenses**

- d. That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan workmen’s compensation act;

**Scope of Contract**

- e. That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

(Ed. 4-84)

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**Obligations Assumed**

- f. That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan workmen's compensation act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

**Termination Notice**

- g. That it will file with the bureau of workmen's compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancelation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancelation is received by the bureau of workmen's compensation;

**Conflicting Provisions**

- h. That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement  
Insured

Effective Policy No.CIWC002648

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_



**Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement**

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

**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 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 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 (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 Item 4 of the Information Page or in the Schedule below.

**Schedule**

**State**

Rate per \$100 of Remuneration

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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

Endorsement Effective  
Insured

Policy No. CIWC002648

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

## **Conifer Holdings, Inc. and its subsidiaries Privacy Policy**

This is our “**privacy notice**” to you. You have probably received similar notices from other insurance companies, banks and credit card companies. You receive these sorts of notices because Federal and state laws require your financial institutions to explain to you how they handle your “nonpublic personal information.”

“Nonpublic personal information” is personal information about you or your finances that you provide to us or we obtain when we do business with you. This information is generally private and unavailable to the general public.

When we refer to “we” or “us” we mean Conifer Holdings, Inc. and its parent, subsidiaries.

Conifer does not sell your information to anyone, we do not share your information with anyone but our own Affiliates and the persons who provide services to us when we work for you and within our Company, we communicate the need to protect your information to those who may have access to it, and we’ve established physical, electronic, and procedural safeguards to protect your information. We even protect your information after you are no longer our customer.

We may share information about you that is not publicly available. We may share this information now or in the future. We do this for several reasons: to serve you, to identify you as our customer or our former customer, to process your policy and requests quickly, to pay your claim and to develop products we believe you will want and use. The information about you that we collect and where it comes from varies depending on how we are serving you.

*Information from you – when submitting your application or requesting an insurance quote, you may give us information such as your name, address, telephone number, birth date, driver’s license number, and social security number.*

*Information about your transactions – we may keep information about our transactions with us, such as the products you purchase from us, the amount you paid for insurance, your account balances, or payment history.*

*From other outside sources – we may also collect other information. This may include information from consumer reporting agencies such as your credit history, credit scores, driving record, employment, or we may ask a doctor for more information about our medical history.*

### **We share your information with service providers who help us to help you**

Sometimes we may share your information with a company or business that is not officially connected to us but who may do work on our behalf. These service providers need access to your information to provide these operational or other support services. Examples of the sorts of services that these companies may do are printing payment coupons, preparing or mailing account statements, processing customer transactions or software programming, claims adjusting or helping us market our own products. To make sure that your information stays confidential and secure, these service providers must agree to safeguard your information the same way we do.

### **We also share your information for other legal and routine business reasons**

The privacy laws permit us to disclose information we have about you in other situations. We can disclose your information: If you say we can or tell us to, to protect against insurance fraud or unauthorized transactions, to control the risk of our insurance transactions, to resolve a dispute between us or answer your questions, to persons who hold some legal or beneficial interest relating to you, to persons who are acting in a fiduciary or representative on your behalf, to industry and professional organizations that ask us for customer information in order to conduct research studies that never identify individuals, to State guaranty funds or agencies, and our examiners, attorneys, accountants, and auditors, to a consumer reporting agency, or from a consumer report from a consumer reporting agency, to an actual or potential buyer or investor in some or all of this company, to comply with federal, state, or local laws, rules, and other applicable legal requirements, to comply with a civil, criminal, or regulatory investigation,

subpoena, or summons by a governmental authority, to respond to a subpoena or to our regulators and/or if otherwise required by law.

Finally, if we do provide your information to any party outside our company we require them to abide by the same privacy standards as indicated here.

**We do not share your information with anyone else**

The insurance companies, banks and credit card companies with which you deal sometimes share your information with other banks, motor vehicle manufacturers or dealers, health clubs, travel agencies, car rental agencies, hotels, airlines, or publishers, so they can offer you their own financial or non-financial products and services.

We do not share your information with any such outside companies.

If you have any questions concerning this notice, please contact the Conifer Holdings, Inc., Conifer Insurance Company, White Pine Insurance Company, Red Cedar Insurance Company, Sycamore Insurance Company, Inc., 3001 W. Big Beaver Road, Suite 200, Troy, MI 48048 or visit our website at [www.coniferinsurance.com](http://www.coniferinsurance.com).  
[www.whitepineins.com](http://www.whitepineins.com).