



THE STATE INSURANCE FUND
199 CHURCH STREET, NEW YORK NY 10007



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY
THIS IS YOUR POLICY, PLEASE READ IT.
Retain it with your important records.

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 or employers named in the Information Page) and us (THE STATE INSURANCE FUND). 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.

C. Workers' Compensation Law

Workers' Compensation Law means the Workers' Compensation Law of the State of New York except as otherwise provided by endorsement. It includes any amendments to that law which are in effect during the policy period. It does not include the provisions of any law that provide non-occupational disability benefits and, except as provided by endorsement to this policy, any federal workers' compensation law or occupational disease law.

B. Who Is Insured

You are insured if you are an employer named in 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.

D. Locations

This policy covers all of your workplaces in the state of New York except as excluded by endorsement.

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 or proceeding against you for benefits payable by this insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim or proceeding 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 or proceeding 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 an award 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 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.

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.

This policy includes, with their permission, some copyright materials of the National Council on Compensation Insurance and the New York Compensation Insurance Rating Board

1. As between an injured worker and us, we have notice or knowledge of the injury when you have notice or knowledge.

2. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this insurance after an injury occurs while this policy is in force for you.

3. We are exclusively 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. Those duties are enforceable against us only.

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. 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 New York.

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 you legally must pay as damages because of 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 bodily 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;

3. any obligation imposed by an unemployment compensation law, disability benefits law, no fault law, civil rights law or any similar law;

4. 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;

5. bodily injury to an employee while employed in violation of law;

6. bodily injury intentionally caused or aggravated by you;

7. bodily injury occurring outside the state of New York. This exclusion does not apply to bodily injury sustained by your regular New York employees while temporarily outside the state of New York; and, except as is afforded by endorsement to this policy;

8. any obligation imposed by a workers' compensation or occupational disease law including the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Defense Base Act (42 USC Sections 1651-1654), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Section 1333b), the Federal Coal Mine Health and Safety Act (30 USC Sections 901-942) and any amendment to those Acts;

9. bodily injury to an employee of your subcontractor;

10. bodily injury to a master or member of the crew of any vessel;

11. bodily injury to any person whose work is not subject to the Workers' Compensation Law;

12. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60) or any amendment to that Act;

13. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) or any amendment to that Act;

14. fines or penalties imposed for violation of federal or state law.

We will not pay any damages for bodily injury excluded from the coverage of this policy including damages for which you are liable to a third party by reason of a claim or suit against you by that third party.

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.

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 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.

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. 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.

H. 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 after an injury occurs while this policy is in force for you.

PART THREE - 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 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 might 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 FOUR - PREMIUM

A. Our Manuals

All premium for this policy will be determined by manuals of rules, rates, rating plans and classifications we use. The manuals or their content may be changed. Any changes will be applied to this policy as authorized by law, rule or a governmental agency regulating this insurance.

B. Variation of State Fund Manual Rates

We may apply premium rates to the policy that are in excess of or less than State Fund manual rates. Variation of State Fund manual rates will be determined by us according to our appraisal of you and your business operations as a risk.

C. Classifications

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. You must notify us promptly of any change in the nature of the work performed by your employees so that we can assign proper classifications.

D. 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 which we deem sufficient to establish that the employers of these persons lawfully secured their workers' compensation obligations. You must notify us promptly of any change in the number of your employees or in the payroll or other remuneration paid to your employees so that we can apply the correct premium basis.

E. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of the Workers' Compensation Law is not valid. You are liable jointly and severally with all other insureds, for all premiums allocable for the period of time you are insured.

Premium includes all amounts that we bill to you including but not limited to terrorism premium, catastrophe premium and assessment charges.

F. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined at the end of each policy period 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 you furnish proof satisfactory to us that you are no longer required by law to have insurance, we will cancel your policy for that reason and 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 request cancellation for any reason other than that you are no longer required by law to have insurance or if your policy is cancelled for non-payment of premium, 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.

G. 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.

H. Audit

You will let us examine and audit all your records that relate to this policy whether these records pertain to the current policy period or to any previous policy period. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data.

We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART FIVE - CONDITIONS

A. Inspection

We have the right, but are not obligated 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. Renewal

This policy renews automatically and continues in full force after the expiration of the original period of insurance for succeeding periods of twelve months or such other period as stipulated by endorsement. The policy may be terminated only under Paragraph D. Cancellation.

You are liable for the premium for each succeeding policy period. Each renewal premium is payable by you at the beginning of each new period when you are notified of the amount.

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

This policy may be canceled only as follows:

1. You may cancel this policy if you secure benefits for your employees in another manner that complies with the Workers' Compensation Law. You must mail or deliver written notice to us which specifies the date you propose cancellation to take effect. Notwithstanding the date you specify, cancellation will not take effect until thirty days after the date you mail or deliver notice to us and ten days after we file notice in the office of the Chair of the Workers' Compensation Board.

2. We may cancel this policy.

a. When you furnish proof satisfactory to us that you are no longer required to secure compensation under the Workers' Compensation Law. Cancellation does not take effect until at least ten days after we file notice in the office of the Chair of the Workers' Compensation Board.

b. For nonpayment of premium. We must mail or deliver written notice to you at least ten days before cancellation is to take effect. Mailing that notice to any insured or any other person or entity designated to receive notice at a mailing address shown in the Information Page is sufficient to prove notice. The policy will end on the day and hour stated in the cancellation notice. Premium payments received by us after cancellation is effective will not reinstate the policy. Such payment will be credited to your account to cover any balance due on the final premium.

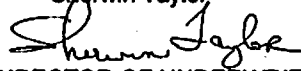
3. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Representatives

Any insured has authority to act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation. Service of notice to any insured or any other person or entity designated to receive notice constitutes service of notice to all insureds.

In Witness Whereof, THE STATE INSURANCE FUND has caused this Policy to be signed by the Director of Underwriting at New York, N.Y.

Sherwin Taylor


DIRECTOR OF UNDERWRITING

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

www.wcb.ny.gov
Statewide Fax Line: 877-533-0337

NOTICE OF COMPLIANCE

AVISO DE CUMPLIMIENTO

TO EMPLOYEES

A EMPLEADOS

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concierne a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico o psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar una organización certificada de proveedores preferidos (PPO) usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquier de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo ó resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso ó la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado ó por representante licenciado si usted así lo desea. Si es representado, no pague al abogado ó al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación ó necesita ayuda para llenarlo ó tiene dudas sobre cualquier situación relacionada con una lesión ó enfermedad comuníquese con la oficina mas cercana de la Junta.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157
Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Binghamton, 13901 - State Office Bldg.-44 Hawley St.- (866) 802-3604
Buffalo, 14202 - 369 Franklin Street - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

*DOWNSTATE MAIL ADDRESS Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205

Robert E. Belotin
Chair (Presidente)

Workers' Compensation Benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, serán pagados por):

THE STATE INSURANCE FUND 199 Church Street, New York, N. Y. 10007 (212) 312-6000	
Effective From (En Vigor Desde)	12/01/2014 To cancellation (Hasta cancellation)
Policy No. (Póliza No.)	Q 2349 280-4

Name of employer (Nombre de patrono)

TRANSPORT WORKERS UNION LOCAL 591
4005 GATEWAY DRIVE, SUITE 200
JAMAICA NY 11430

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

C-105 (08-2009)

S. I. F. U-30
1/3/03/04

PRESCRIBED BY CHAIR
WORKERS' COMPENSATION BOARD
STATE OF NEW YORK

www.wcb.ny.gov

INSURED: Q 2349 280-4

TRANSPORT WORKERS UNION LOCAL 591
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Q 2349 280-4

12/23/2014