



ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

EXTENSION OF INFO PAGE-SCHEDULE WC 00 00 01 ( A)

POLICY NUMBER: UB-6N259033-22-14-G

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

INSURED'S NAME: CHAMPLAIN COLLEGE INCORPORATED

13579-OR

RATE BUREAU ID: 911451999

EXP. MOD. EFFECTIVE DATE: 02-15-22

CLASSIFICATION	CODE	PREMIUM BASIS	RATES	ESTIMATED
		ESTIMATED TOTAL ANNUAL REMUNERATION	PER \$100 OF REMUNERATION	ANNUAL PREMIUM
LOCATION 001 FEIN 030220266 ENTITY CD 001 00				
CHAMPLAIN COLLEGE INCORPORATED				
10417 SE COOK CT APT 321 PORTLAND , OR 97222 NAICS: 611699				
COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL	8868	64288.00	0.33	212

LOCATION 002  
FEIN 030220266 ENTITY CD 001 00

CHAMPLAIN COLLEGE  
INCORPORATED

5120 NE HOLMAN ST  
PORTLAND , OR 97218  
NAICS: 611699

COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL	8868	IF ANY	0.33	0
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OR MANUAL PREMIUM \$ 212

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TOTAL PREMIUM SUBJECT TO EXPERIENCE MOD.	\$	212
EXPERIENCE MODIFICATION:0.65 MODIFIED PREMIUM		138
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM		138
-8.20% PREMIUM DISCOUNT(0063)		-11
TERRORISM(9740)		6
CAT(OTHER THAN CERT ACTS OF TERRORISM)(9741)		6
EXPERIENCE MODIFICATION:0.65 MODIFIED PREMIUM		139
9.80% WC PREMIUM ASSESSMENT		14
TOTAL PREMIUM		153
DEPOSIT AMOUNT DUE		153

POLICY NUMBER: **UB-6N259033-22-14-G**

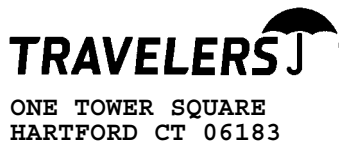
## **OREGON LIMITS OF LIABILITY ENDORSEMENT**

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

The limits of our liability under Part Two of the policy are:

Bodily Injury by Accident	\$500,000	or the amount shown in Item 3.B. of the Information Page, whichever is greater, each accident
Bodily Injury by Disease	\$500,000	or the amount shown in Item 3.B. of the Information Page, whichever is greater, policy limit
Bodily Injury by Disease	\$500,000	or the amount shown in Item 3.B. of the Information Page, whichever is greater, each employee

This change applies to the insurance this policy provides for Oregon operations only.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 36 06 02 (OO)

POLICY NUMBER: UB-6N259033-22-14-G

OREGON CONFIDENTIALITY ENDORSEMENT

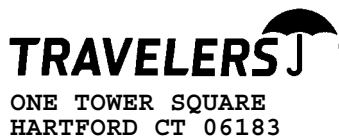
We may furnish you with certain documentation that includes confidential information. As used in this endorsement, "confidential information" means any and all medical and vocational claim records and information about an injured worker. We make this information available to you for the sole purpose of assisting us to manage, defend, or adjust claims.

- 1. You agree to hold all information provided by us in trust and confidence.
2. You and your employees must not disclose confidential information about an injured worker to anyone except us unless required to do so by law or with written consent of the injured worker.
3. You must not use confidential information in such a manner that is likely to allow other persons to know the name or identity of an injured worker, or allow other persons to know any other particulars of a worker's injury claim, except for those matters over which you as an employer have the ability and the right to direct and control.

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 Policy No. Endorsement No.
Insured Premium \$
Insurance Company Countersigned by \_\_\_\_\_



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 36 06 04 (00)

POLICY NUMBER: UB-6N259033-22-14-G

OREGON AMENDATORY ENDORSEMENT

This endorsement applies because Oregon is shown in Item 3.A. of the Information Page.

Part Two—Employers Liability Insurance, Section C. (Exclusions), Item 5. of the policy is replaced by the following:

- 5. Any bodily injury intentionally caused or aggravated by you, or that is the result of your engaging in conduct equivalent to an intentional tort, however defined, including as described by ORS 656.156, or other tortious conduct, or conduct or activity as described by ORS 656.018(3), such that you lose your immunity from civil liability under the workers compensation laws of Oregon;

Part Two—Employers Liability Insurance, Section C. (Exclusions) of the policy is revised by adding the following:

- 13. Any cause of action or remedy arising out of or under ORS 656.019 or ORS 654.305 through ORS 654.336.

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 Policy No. EndorsementNo
Insured Premium \$
Insurance Company Countersigned by \_\_\_\_\_

DATE OF ISSUE: 02-14-22 ST ASSIGN:

POLICY NUMBER: UB-6N259033-22-14-G

## OREGON PREMIUM DUE DATE ENDORSEMENT

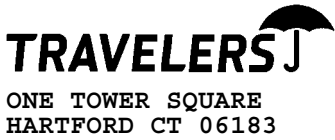
This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE  
PREMIUM**

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

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date specified in the billing invoice for the policy.**



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 36 06 01 ( E)

POLICY NUMBER: UB-6N259033-22-14-G

OREGON CANCELLATION ENDORSEMENT

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

The Cancellation Condition of the policy is replaced by this Condition:

D. Cancellation

- 1. You may cancel this policy. You must mail or deliver advance written notice to us, starting when the cancellation is to take effect. If you provide for other insurance or self-insurance, your cancellation of coverage will take effect upon the effective date of that insurance.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
a. If we cancel based on our decision not to offer insurance to all employers with in your premium category, we will mail the notice of cancellation at least 90 days before the cancellation is to take effect.
b. If we cancel for other reasons, we will mail the notice of cancellation at least 45 days before the cancellation is to take effect.
c. If we cancel for nonpayment, we will mail notice of cancellation at least 10 days before the cancellation to take effect.
3. Mailing notice to you at your last known mailing address will be sufficient to prove notice.
4. The policy period will end at 12 midnight on the day stated in the cancellation notice.
5. When coverage is placed with another carrier as of the policy expiration date, a rejected renewal policy shall be withdrawn without charge, provided notice of nonrenewal is mailed and postmarked on or before the expiration date and is received from the insured by the insurer no later than 10 calendar days after said expiration date.

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

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

Endorsement Effective Insured

Policy No.

Endorsement No. Premium \$

Insurance Company

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

**POLICY NUMBER: UB-6N259033-22-14-G**

## **NOTICE OF ELECTION TO ACCEPT THE OREGON EMPLOYER PAID MEDICAL CLAIMS**

This notice applies only to medical benefits provided by Part One (Workers Compensation Insurance) because Oregon is shown in Item 3.A. of the Information Page.

1. Oregon law allows you to reimburse us up to a defined amount for medical services we have paid for any accepted nondisabling claim if you so choose. This defined amount is determined by the Workers' Compensation Division, Department of Consumer and Business Services, and is subject to an annual adjustment ("maximum reimbursable amount"), published annually by the Oregon Department of Consumer and Business Services in Bulletin No. 345.
2. The current maximum reimbursable amount is \$2,300 per claim, but you can choose an amount lower than the maximum.
3. A nondisabling claim is defined as one where the injured person does not receive any lost time benefits.
4. If you choose to reimburse us for these medical payments made under this policy, you must still report the injury to us in the same manner that other injuries are reported but the amount paid by you will not be used in your subsequent experience rating modifications or otherwise be used to make charges against you. **Note that this reimbursement has no advantage unless your premium at least meets the experience rating threshold.**
5. If you choose to reimburse us for these medical payments made under this policy: (1) Complete the form below within thirty days of receipt of this notice; (2) Retain a copy for your records; and (3) Send a copy to us and your producer to inform him/her of your intention. An endorsement will then be attached to your policy to reflect your election.
6. Your election to participate in this program means that you agree to receive a monthly bill for the payments we made on your accepted nondisabling claims which are eligible for reimbursement. Please return a copy of your billing statement and payment within thirty days of receipt of the bill. Your failure to reimburse us will be deemed notice to us that you have decided to not participate in this program for that billing period. Notwithstanding, you will continue to receive monthly billing on any claim eligible for reimbursement for up to twenty-seven months of the inception of the policy period.
7. The bill may use the term "deductible" in reference to the Oregon Employer Paid Medical Claims program billing.
8. **If you decide that you do not want to participate in the Oregon Employer Paid Medical Claims program, you may simply disregard this notice.** You are deemed to have chosen not to participate in this program if you fail to complete this notice and return it within thirty days of your receipt. Your policy will continue in force as issued. You may send this form in any time during the policy period if you change your mind going forward.

DATE OF ISSUE: 02-14-22

ST ASSIGN:

**W36N2A21**

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**POLICY NUMBER: UB-6N259033-22-14-G**

9. A new notice of election to accept the Oregon Employer Paid Medical Claims program will be provided to you on an annual basis for applicable renewal policies.

**Yes, I wish to reimburse medical payments made on nondisabling claims as indicated below. Per claim reimbursement amount (choose one):**

- \$200;  \$300;  \$400;  \$500;  \$600;  \$700;  \$800;  \$900;  \$1000;  
 \$1100;  \$1200;  \$1300;  \$1400;  \$1500;  \$1600;  \$1700;  \$1800;  \$1900;  
 \$2000;  \$2100;  \$2200;  \$2300

Date: \_\_\_\_\_

Employer: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

DATE OF ISSUE: 02-14-22

ST ASSIGN:

**W36N2A21**

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## **NOTICE TO OREGON WORKERS COMPENSATION INSURANCE POLICYHOLDERS**

### **DO YOU LEASE ANY OF YOUR EMPLOYEES?**

If you do, you must take immediate action. The 1993 Legislature passed a comprehensive law (HB 2282) regulating the employee leasing industry. Under the new law, leasing companies must be registered and pay workers compensation insurance premiums using their clients' experience ratings. The new law also requires that as long as you maintain your own workers compensation policy you must report the payroll for all workers you employ, whether leased or direct, to your insurer. You may continue to lease workers, but it is your responsibility to provide coverage and reports for workers compensation payroll and premium purposes while your policy is in place, since your insurer is responsible for their injury claims. If you wish to lease all of your workers, and leave full responsibility with the leasing company for providing workers compensation coverage, you must cancel your current policy by giving written notice to your insurance carrier.

Again, action must be taken if you lease employees. A copy of the recently adopted state Workers Compensation Division administrative rules is available upon request. If you have any questions regarding this law or the rules, please contact your agent.

# STATE OF OREGON IMPORTANT LOSS CONTROL INFORMATION

## Your Rights And Responsibilities:

As an employer you are required by the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991) to provide a safe and healthful workplace. Refer to the enclosed Safety Services notice for available services offered to you.

Oregon OSHA Division 1 General Administrative Rules require that you, the employer, distribute this notice and the enclosed Safety Services notice to each of your fixed places of employment within the State of Oregon. We suggest you direct the information to the person assigned the responsibility for accident prevention.

If we fail to respond to a request for loss prevention services or otherwise fail to provide services as offered or required, you have the right to make a complaint to the OR-OSHA Division.

## Notification of Services

The Oregon Administrative Rules require each insurer to inform insured employers of the loss prevention services that are available. The Rules also require that insured employers are notified of the following information.

Loss prevention services and personnel providing the services must meet the needs of the particular place of employment, special industry, or process, and shall include at least the following:

- **An on-site evaluation of the employers' loss prevention needs;**
- **Assistance in evaluating records that may be pertinent to the firm's illness and injury experience;**
- **An explanation to the employer of the Oregon Safe Employment Act and rules that apply to the particular place of employment;**
- **Provision of partial or complete on-site health and safety surveys, which identify all reasonably discoverable occupational safety and health hazards within the scope of the survey scheduled;**
- **Assistance with industrial hygiene and safety evaluations to detect physical and chemical hazards of the workplace, and implementation of engineering or administrative controls;**
- **Assistance with evaluating, obtaining, and maintaining personal protective equipment;**
- **Evaluation of work practices, workplace design, and assistance with job site modifications;**
- **Assistance in evaluating and improving an employers' safety management practices;**
- **Assistance in identifying health and safety training needs and available resources; and**
- **An offer to provide follow-up services.**

Our Risk Control Division offers these services at no additional charge upon request, when the nature of the operations and hazards warrant these services. To request loss prevention services see the enclosed Safety Services notice for the phone number of the Risk Control office nearest you.

## **AN INTRODUCTION TO WORKERS COMPENSATION**

### **INTRODUCTION**

In accordance with the intent of the Oregon law, this booklet was prepared for voluntary distribution to Oregon employers by the insurance industry. In it, you will find answers to basic questions about workers compensation insurance.

### **NATIONAL COUNCIL ON COMPENSATION INSURANCE (NCCI)**

The National Council on Compensation Insurance is a voluntary, non-profit, statistical, research and ratemaking organization licensed under Oregon Revised Statutes 737.350. Supported by the insurance industry, NCCI's primary functions are the preparation and administration of rates, rating plans, and systems for workers compensation insurance. In Oregon, the NCCI prepares a schedule of rates for insureds in the assigned risk plan, subject to insurance department approval, and acts in an advisory capacity for insurers writing the rest of the business in the state.

As the rating organization, it is NCCI's obligation to collect payroll and loss information, by individual classification, for each workers compensation insurance policy in the state of Oregon. In addition, the rating organization will perform inspections at employers' premises to determine the proper classifications, perform test audits, promulgate experience rating modifications, and administer the Workers Compensation Insurance Plan (WCIP) for those employers unable to obtain coverage voluntarily.

### **WORKERS COMPENSATION RATES**

NCCI uses the collected payroll and loss data to actuarially determine that portion of each individual classification rate necessary to pay the losses. This amount is called the pure premium. Oregon insurers may use the pure premiums determined by NCCI or their own when preparing their rates. Each carrier applies its own 'factor' to provide for the additional costs for taxes, licenses, fees, acquisition and field supervision, and other company expenses. This 'factored' rate is the amount charged per \$100 of payroll.

### **CLASSIFICATIONS:**

There are approximately 500 different workers compensation classifications, each of which individually describes a particular occupation.

Generally each employer will be entitled to the ONE basic classification which most accurately describes its operations. In addition, when that one basic classification does not specifically include one of the "Standard Exception" classifications (Clerical, Outside Salespersons, or Drivers), each employer may also be entitled to three additional classifications: Code 7380 - Drivers, Chauffeurs & Helpers; Code 8742 - Salespersons, Collectors or Messengers - Outside; and Code 8810 - Clerical Office Employees. Your insurance carrier will advise you of the classifications applicable to your operations.

However, when an employer is engaged in Construction, Erection, Stevedoring, Aircraft Operations (Industrial Aid), or Trucking as a secondary business, additional classifications may be assigned. Again, your carrier will counsel you on the classifications applicable to your operations.

### **DIVISION OF INDIVIDUAL EMPLOYEE'S PAYROLL**

When any employee performs different duties which, if performed by a different worker, would qualify for a different classification assignment, you may divide that persons payroll between two or more classifications, PROVIDED separate verifiable payroll records are adequately maintained. When verifiable payroll records are not maintained, that individual's payroll must be assigned to the highest rated classification for any of the duties performed.

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## **VERIFIABLE RECORDS**

Verifiable records are documents completed by an employee or supervisor every time the employee changes duties. These records should display the starting time and ending time for each type of work. Each block of time should note the duties the employee performed during that particular time period. Estimates or percentages of time spent in the different duties are not acceptable as verifiable records.

## **REMUNERATION - PAYROLL**

"Payroll" means the TOTAL remuneration paid or payable by the employer for the services of the employees covered by the policy. Payroll INCLUDES commissions, anticipated bonuses, straight hourly wage for all hours worked, holiday pay, sick pay, piecework pay, tool allowances, value of living quarters provided by the employer, value of meals provided, value of store certificates or merchandise provided, and credits or any other substitute for money received by employees. Payroll does NOT INCLUDE profit-sharing amounts, unanticipated bonuses, vacation pay, tips or other gratuities received by employees from others, payments by the employer to group insurance or group pension plans, value of special rewards for individual invention or discovery, the value of a company-provided vehicle which is used in the employer's business or dismissal or severance payments except for the pay earned for the time worked. It also excludes payments from a program to reward workers for safe working practices.

## **SUBCONTRACTORS**

When you subcontract a portion (or all) of your work to others and retain the right to exercise any direction and control (regardless of whether that right is exercised), you will be expected to pay the premiums for that subcontracted payroll UNLESS the subcontractor has its own workers compensation insurance coverage. In order to avoid the payment of premium for your subcontractors, you should obtain a CERTIFICATE OF INSURANCE from each subcontractor. At the time of audit, your insurance carrier will ask for any certificates of insurance and will exclude the subcontractor's payroll when the certificate is available.

## **EXPERIENCE RATING**

When an employer's initial policy develops annual premium in excess of \$5,000, the employer will qualify for experience rating at the beginning of the THIRD year and annually thereafter. When the employer develops premium in excess of \$2,500 (but less than \$5,000), they will qualify for an experience rating modification at the beginning of the FOURTH year. However, major changes in ownership may affect the continuation of individual employer data which may be used for experience rating purposes.

Essentially, the Experience Rating Program will use your company's payroll, by individual classification, to determine the AVERAGE amount of losses expected to emerge from that payroll. It will then compare those EXPECT LOSSES to the ACTUAL LOSSES which were paid and/or reserved for any injuries occurring during the period covered by the data used in the annual experience rating process. When your company has BETTER than average experience, the experience modification will result in a CREDIT (reduction in our final premium), but if your experience is WORSE than average, a DEBIT (surcharge) will apply.

## **MERIT RATING**

When an employer is too small to qualify for experience rating, a MERIT RATING program will apply. In general, this program will: a) reduce your final premium if there were no payments for "lost-time" injuries during the most recent year for which data has been compiled; b) will not affect your premium when there was only ONE lost-time injury; and c) will surcharge your premium when there are two or more lost-time injuries. Oregon law provided that, with the approval of regulatory authorities, insurance carriers may use their own customized merit rating plan. Maximum credits or surcharges are 10 percent. Check with your insurance carrier or agent for specific information about merit rating plans in effect in Oregon.

## **FEDERAL COVERAGES**

While most employees will be subject to only the Oregon Workers Compensation Act, others MAY be subject to the Admiralty Act (for Masters or Members of a Vessel), to the Federal Employers Liability Act (Railroads engaged in Interstate Commerce), or the Longshore and Harborworkers Compensation Act (for stevedoring operations, building or repairing of vessels, new construction work in connection with marinas, etc.). However, the determination of exposures under any of the Federal Acts is a legal question which should be discussed with your insurance carrier or agent.

**FINAL PREMIUM**

When you obtain a policy from your insurance carrier, the premium will be ESTIMATED from the description of work and payroll information supplied by you. Your insurance carrier may either make interim audits or audit your account when your policy has expired. At that time, your final premium will be based upon the ACTUAL payrolls.

**OREGON CLASSIFICATION AND RATING COMMITTEE**

A Committee, composed of members well-versed in workers compensation insurance matters, meets periodically to hear the grievances of employers who feel they have been treated improperly in the assignment of classifications, payroll assignments, or experience ratings. (Since the 'rate' is an actuarial product which has been reviewed by the Insurance Department prior to approval for use, the appeal may NOT be based upon the rate or an individual classification. Should you feel you have been aggrieved, you may direct your specific allegations to the NCCI -Northwestern Service Office, One S.W. Columbia Blvd. (Suite 850) Portland, OR 97258 or contact your carrier for further information.

**CONCLUSION**

The above information has been designed to provide you with a broad overview of the Oregon Workers Compensation Insurance system. Should you have further questions, please contact your carrier or the NCCI Northwestern Service Office at the address indicated above.

# **IMPORTANT NOTICE TO OREGON POLICYHOLDERS**

## **OREGON INSURANCE GUARANTY ASSOCIATION SURCHARGE**

Most insurers doing business in Oregon participate in the Oregon Insurance Guaranty Association. In the event an insurer fails, the Association settles unpaid claims on behalf of consumers. Oregon law requires that policies be surcharged directly to recover the costs of handling those claims.

If your policy is surcharged, the term "OIGA Surcharge" along with an indicated dollar amount will be displayed with the statement of your surcharge.