



POLICY INFORMATION

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

New Mexico's Expert in Workers' Compensation

Phone (505) 345-7260 Toll Free (800) 788-8851
P.O. Box 27825 Albuquerque, NM 87125

www.newmexicomutual.com

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

INFORMATION PAGE



COVERAGE @ WORK™

Sub Agency:

HUB INTERNATIONAL INSURANCE SERVICES INC - ABQ
7770 JEFFERSON ST NE
STE 200
ALBUQUERQUE, New Mexico 87109

P.O. Box 27825
Albuquerque, NM 87125-7825

Agent:

Daren Lewis

Issuing Company:

New Mexico Assurance Company

NCCI Number: 36275

1. Name and Mailing Address of Insured:

Middle Rio Grande Conservancy District
PO BOX 581
ALBUQUERQUE, New Mexico 87103-0581

Policy Number: 79063.106

Renewal of: 79063.105

Emp. Federal ID: 856000200

NM Emp. Sec. ID: 000967911

NCCI Risk ID: 300313175

Insured is: Non or not for profit corp.

Other Workplaces not Shown Above: See Attached form NM000025

- 2. The policy period from **07/01/2018** to **07/01/2019** 12:01 AM Mountain Standard Time at 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: **New Mexico**
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$100,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: **None**

D. This policy includes these endorsements and schedules:

WC000001B, NM000075, WC000000C, WC000310, WC000403, WC000406, WC000414, WC000419, WC000422B, WC000424, WC000603, WC300301, WC300601A, WC304001, NM000025, NM000060, NM000601, NM890602

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

INFORMATION PAGE

Name and Mailing Address of Insured:
Middle Rio Grande Conservancy District
PO BOX 581
ALBUQUERQUE, New Mexico 87103-0581

Policy Number: 79063.106
Issuing Company: New Mexico Assurance Company
NCCI Number: 36275
Policy Period: 07/01/2018 - 07/01/2019

Transaction #: 0036104930

Classification of Operations	Factor* or Rate**	Code Number	Premium Basis Est. Total Annual Remuneration	Estimated Annual Premium
Premium discount	-0.1118	0063		-\$16,827
IRRIGATION WORKS OPERATION & DRIVERS	3.3900	0251	\$6,406,147	\$217,168
Expense constant	0.0000	0900		\$230
SALESPERSONS, OUTSIDE	0.5000	8742	\$1,368,838	\$6,844
CLERICAL OFFICE EMPLOYEES NOC	0.2500	8810	\$1,340,716	\$3,352
Small Deductible Credit	-0.0780	9664		-\$17,734
Terrorism premium	0.0050	9740		\$456
Schedule credit	-0.0300	9887		-\$4,654
Experience modifier	0.7400	9898		-\$54,504
Minimum Premium	\$750		Total Estimated Annual Premium	\$134,331

*Factors May Be Rounded For Display Purposes

**Rate per \$100

Terrorism Charges are excess of minimum premium.

Counter Signature of Licensed Resident Agent _____

Issue Date: 06/11/2018

DIRECT BILL

New Mexico Assurance Company

INSTALLMENT PREMIUM ENDORSEMENT

Policy Number: 79063.106

NCCI Code: 36275

State Code: 30

Insured:

Middle Rio Grande Conservancy District
 PO BOX 581
 ALBUQUERQUE, New Mexico 87103-0581

Sub Agency:

HUB INTERNATIONAL INSURANCE SERVICES
 INC - ABQ
 7770 JEFFERSON ST NE
 STE 200
 ALBUQUERQUE, New Mexico 87109

Payment Plan: 10% Down and 10 Installments

Transaction #: 0036104930

Revision of #: 0030145238

Policy Period: 07/01/2018 to 07/01/2019

The policy premium shall be due according to the following schedule:

BILL DATE	DUE DATE	BILL TYPE	TOTAL PREMIUM
07/01/2018	07/31/2018	Down Payment	\$13,433
07/01/2018	07/31/2018	Installment	\$12,090
08/01/2018	08/31/2018	Installment	\$12,090
09/01/2018	09/30/2018	Installment	\$12,090
10/01/2018	10/31/2018	Installment	\$12,090
11/01/2018	11/30/2018	Installment	\$12,090
12/01/2018	12/31/2018	Installment	\$12,090
01/01/2019	01/31/2019	Installment	\$12,090
02/01/2019	02/28/2019	Installment	\$12,090
03/01/2019	03/31/2019	Installment	\$12,089
04/01/2019	04/30/2019	Installment	\$12,089
TOTAL			\$134,331

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 06/11/2018

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**NEW MEXICO
MUTUALSM**

COVERAGE @ WORK™

Issuing Company: **New Mexico Assurance Company**

**THESE POLICY PROVISIONS WITH THE INFORMATION
PAGE AND ENDORSEMENTS, IF ANY, ISSUED TO
FORM A PART HEREOF, COMPLETE THIS 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 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 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 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 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating 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, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

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

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

E. We Will Also Pay

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

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

F. Other Insurance

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

G. Limits of Liability

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

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for “bodily injury by disease—policy limit” is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee.

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

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

H. **Recovery From Others**

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

I. **Actions Against Us**

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

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

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

PART THREE OTHER STATES INSURANCE

A. **How This Insurance Applies**

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

B. **Notice**

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

PART FOUR YOUR DUTIES IF INJURY OCCURS

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

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

PART FIVE -- PREMIUM**A. Our Manuals**

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

B. Classifications

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

C. Remuneration

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

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

D. Premium Payments

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

E. Final Premium

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

highest minimum premium for the classifications covered by this policy.

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

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

F. Records

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

G. Audit

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

PART SIX -- CONDITIONS**A. Inspection**

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

B. Long Term Policy

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

C. Transfer of Your Rights and Duties

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

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

D. Cancellation

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

E. Sole Representative

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

In Witness Whereof, 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.



Norman P. Becker
President and CEO

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed. 4-84)

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

Persons

State

Others:

NON PROFIT, 0%,

NM

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 06/11/2018

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

Countersignature of Licensed Resident Agent _____

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed. 4-84)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of 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			
	First	Next	Next	Balance
	\$1,000	\$4,000	\$95,000	
New Mexico	0.00%	2.80%	10.90%	12.60%
2. Average percentage discount:	11.18%			
3. Other:				
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:				

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

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THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

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Countersignature of Licensed Resident Agent _____

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 of the billing.**

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

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Date Issued: 06/11/2018

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirement of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for loss that may occur in the event of an Act of Terrorism.

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

Definitions

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

"Act" means the Terrorism Risk Insurance Act of 2001, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

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

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

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

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, 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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed.1-15)

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000 with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000 with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000 with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000 with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000 with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000 with respect to such Insured Losses occurring in calendar year 2020, 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.

<u>State</u>	<u>Rate</u>	<u>Schedule</u>	<u>Premium</u>
New Mexico	0.005		\$456.00

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 06/11/2018

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed. 1-15)

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five -- Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 - Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation Assigned Risk Plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

State(s)	Schedule	
	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
New Mexico	Estimated Annual Premium	Up to two (2) times

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed. 2-91)

BENEFITS DEDUCTIBLE ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because the states listed in the Schedule below are shown in Item 3.A of the Information Page.

1. Part One (Workers Compensation Insurance) applies only to benefits in excess of the deductible amount shown in the Schedule below.
2. This deductible applies separately to each claim for bodily injury by accident or disease.
3. If the law requires payment on a per accident or per disease basis, this provision applies in place of paragraph 2 above. This deductible applies separately to each accident or disease, regardless of the number of people who sustain injury by such accident or disease.
4. We will pay the deductible amount for you, but you must reimburse us within 30 days after we send you notice that payment is due. If you fail to fully reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.
5. If the statute requires or allows you to pay the deductible amount, this provision applies in place of paragraph 4 above. You will pay the deductible amounts directly to the persons entitled to them. We will be your guarantor for those payments. If we pay the deductible amount as guarantor, you must reimburse us within 30 days after we send you notice that payment is due. If you fail to reimburse us, we may cancel the policy as provided in Part Six (Conditions), Section D. Cancellation, of the policy. We may keep the amount of unearned premium that will reimburse us for the payments we made. These rights are in addition to other rights we have to be reimbursed.

State	Schedule		Indemnity Deductible Amount
	Indemnity and Medical Deductible Amount	Medical Deductible Amount	
New Mexico	\$2,500	NA	NA

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed. 4-84)

NEW MEXICO SAFETY DEVICE COVERAGE ENDORSEMENT

Section 52-1-10 of the New Mexico Workers' Compensation Law may make you liable for the payment of additional benefits in the case of bodily injury to employees resulting from your failure to supply safety devices. The benefits payable under Part One (Workers Compensation Insurance) includes these additional benefits.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 06/11/2018

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

(Ed. 3-15)

NEW MEXICO CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies to the insurance provided by the policy because New Mexico is shown in item 3.A. of the Information Page.

Part Six - Conditions, Section D. Cancellation of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy by giving us advance written notice stating when the cancellation is to take effect.
2. At any time during the policy period, regardless of the number of days the policy has been in effect, we may cancel this policy for nonpayment of premium when due. We must give written notice to you at least 10 days prior to the effective date of the cancellation.
3. If the policy has been in effect less than 60 days and is not a renewal policy, we may cancel this policy without cause by giving written notice to you at least 10 days prior to the effective date of the cancellation. The cancellation effective date must fall within this period of less than 60 days.
4. Subject to Subsection 2 above, if the policy has been in effect for 60 days or more or is a renewal, we may cancel this policy only for one or more of the following reasons:
 - a. The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us. We must give written notice to you at least 15 days prior to the effective date of cancellation.
 - b. Willful and negligent acts or omissions by you have substantially increased the hazards insured against. We must give written notice to you at least 15 days prior to the effective date of cancellation.
 - c. You presented a claim based on fraud or material misrepresentation. We must give written notice to you at least 15 days prior to the effective date of cancellation.
 - d. There has been a substantial change in the risk assumed by us since the policy was issued. We must give written notice to you at least 30 days prior to the effective date of cancellation.
 - e. Revocation or suspension of driver's license of the named insured or other operator who either resides in the same household or customarily operates the vehicle. We must give written notice to you at least 15 days prior to the effective date of cancellation.
5. We will give the required Notice of Cancellation stating the reason(s) for cancellation before the cancellation is effective. The notice will state the time that the cancellation is to take effect. The written notice of cancellation will be sent to your last address of record with us.

Part Six - Conditions of the policy is changed by adding the following:

F. Nonrenewal

1. If we decide not to renew this policy, we must give you written notice of our intention at least 30 days prior to the expiration of the policy. The written notice of nonrenewal will be sent to your last address of record with us.
2. The nonrenewal section does not apply to any policy of insurance issued to an insured that has its principal place of business outside the state of New Mexico.

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

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 06/11/2018

THE FOLLOWING SPACES ARE TO BE COMPLETED ONLY IF THIS ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED

Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

CHOICE OF LAW ENDORSEMENT

All claims, disputes and other matters arising from this policy of insurance between the insured and insurer, and/or any other persons and/or entities seeking benefits under this insurance policy, shall be decided in accordance with New Mexico law.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

OTHER WORKPLACES / NAMED INSURED ENDORSEMENT

It is hereby agreed that Item #1, Other Workplaces / Named Insured, is amended to read as follows:

- 1. ER&T OFFICE / SHOP
 1932 SECOND ST SW
 ALBUQUERQUE, NM 87102
 (Coverage from 07/01/2018 to 07/01/2019)

It is hereby agreed that Item #2, Other Workplaces / Named Insured, is amended to read as follows:

- 2. SUB OFFICE
 1930 SECOND ST SW
 ALBUQUERQUE, NM 87102
 (Coverage from 07/01/2018 to 07/01/2019)

It is hereby agreed that Item #3, Other Workplaces / Named Insured, is amended to read as follows:

- 3. SOCORRO DIVISION OFFICE
 2405 STATE ROAD 1
 SOCORRO, NM 87801
 (Coverage from 07/01/2018 to 07/01/2019)

It is hereby agreed that Item #4, Other Workplaces / Named Insured, is amended to read as follows:

- 4. BELEN DIVISION OFFICE
 25 GENERAL EDWARD BACA ROAD

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 06/11/2018

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

OTHER WORKPLACES / NAMED INSURED ENDORSEMENT

BELEN, NM 87002
(Coverage from 07/01/2018 to 07/01/2019)

It is hereby agreed that Item #5, Other Workplaces / Named Insured, is amended to read as follows:

- 5. COCHITI DISTRICT OFFICE
31 CARRO DE CABALLOS
PENA BLANCA, NM 87041
(Coverage from 07/01/2018 to 07/01/2019)

It is hereby agreed that Item #6, Other Workplaces / Named Insured, is amended to read as follows:

- 6. DISTRICT OFFICE
1931 SECOND ST SW
ALBUQUERQUE, NM 87102
(Coverage from 07/01/2018 to 07/01/2019)

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

This endorsement when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said policy. The effective date of this endorsement is 07/01/2018 12:01 A.M. Mountain Standard Time.

Date Issued: 06/11/2018

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

EMPLOYERS LIABILITY INSURANCE CLARIFYING ENDORSEMENT

Part Two (Employers Liability Insurance), is amended as follows:

C. Exclusions is amended by replacing exclusion 7 with the following exclusion:

This insurance does not cover:

- 7. damages arising out of emotional distress, coercion criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, retaliation, discrimination against or termination of any employee, or damages arising out of any personnel practices, manuals, contracts, policies, benefits, acts, or omissions. This exclusion applies whether or not the enumerated damages arise from a violation of any statute, ordinance, or regulation.

The following paragraph J is added.

J. Definitions.

"Bodily Injury" means a physical injury to an individuals body or bodily parts, and does not include emotional distress, mental anguish, or other non-physical injuries unless they are initiated by and directly arise from a physical injury.

Nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this endorsement.

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Date Issued: 06/11/2018

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Countersignature of Licensed Resident Agent _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

NOTICE OF NON-SUFFICIENT FUNDS FEE

Middle Rio Grande Conservancy District
PO BOX 581
ALBUQUERQUE, New Mexico 87103-0581

Notice Date: 06/11/2018
Carrier Name: New Mexico Assurance
Company
NCCI Carrier Code: 36275

Policy No.: 79063.106
Policy Effective Date: 07/01/2018
Policy Expiration Date: 07/01/2019

Effective Date: 07/01/2018

Situations may arise when your account becomes overdrawn resulting in the denial of your check or electronic payment transaction by your financial institution to New Mexico Mutual. If your check or electronic payment transaction is rejected for Non-Sufficient Funds (NSF), you will be charged an NSF fee in the amount of \$30.00, in addition to your premium due amount.

Nothing in this Notice shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the above-stated Policy, other than as expressly stated herein. Nothing elsewhere in the above-stated Policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this Notice.

This Notice when attached as an endorsement to Policy No. 79063.106 for Middle Rio Grande Conservancy District shall be valid and shall form part of said Policy. Again, the effective date of this Notice is 07/01/2018, 12:01 AM MST/MDT.

If you have any questions, contact the Underwriting Department of New Mexico Mutual at 505-343-7722, 800-788-8851 or by email at underwriting@newmexicomutual.com. We also encourage you to contact your independent agent for assistance.

THE FOLLOWING SHALL BE COMPLETED ONLY IF THIS NOTICE/ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

Countersignature of Independent Agent: _____

Date: _____, 20____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

New Mexico Assurance Company

NOTICE OF CHANGE IN POLICY FORM(S)

Middle Rio Grande Conservancy District
PO BOX 581
ALBUQUERQUE, New Mexico 87103-0581

Notice Date: 06/11/2018
Carrier Name: New Mexico Assurance
Company
NCCI Carrier Code: 36275

Policy No.: 79063.106
Agency: HUB INTERNATIONAL INSURANCE SERVICES INC - ABQ
Policy Effective Date: 07/01/2018
Policy Expiration Date: 07/01/2019

Change Effective Date: 07/01/2018

This Notice has been issued to inform you of a change in policy form pursuant to Section 59A-18-29 NMSA 1978 of the New Mexico Insurance Code and 13.8.4.11 NMAC. The specific policy form(s) being changed are as follows:

- 1. NOTICE OF NON-SUFFICIENT FUNDS FEE ENDORSEMENT - NM 00 06 01
- 2. AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT WC 00 04 24

Nothing in this Notice shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of the above-stated Policy, other than as expressly stated herein. Nothing elsewhere in the above-stated policy shall be held to vary, alter, waive, or limit the terms, conditions, agreements or limitations of this Notice.

This Notice when attached to Policy No. 79063.106 issued to Middle Rio Grande Conservancy District shall be valid and shall form part of said Policy. Again, the effective date of this Notice is 06/11/2018 12:01 A.M. Mountain Standard Time.

If you have any questions, contact the Underwriting Department of New Mexico Mutual at 505-343-7722, 800-788-8851 or by email at underwriting@newmexicomutual.com. We also encourage you to contact your independent agent for assistance.

THE FOLLOWING SHALL BE COMPLETED ONLY IF THIS NOTICE/ENDORSEMENT IS NOT ATTACHED TO THE POLICY WHEN ISSUED.

Countersignature of Independent Agent: _____

Date: _____, 20_____

NEW MEXICOSM MUTUAL

**Welcome to
New Mexico Assurance Insurance Company!**

New Mexico Mutual is committed to ensuring that claims are managed efficiently for successful outcomes. When your worker is injured, we step in with an experienced team of local claims adjustors to assess compensability, administer benefits, and monitor medical treatment. Please contact our Claims Department for assistance.

Albuquerque area (505) 345-7260
In New Mexico 1-800-788-8851

or

Claims Fax (505) 345-0656
Claims Email: claims@newmexicomutual.com



Provider Services Network

Easily accessed through our Website at:

www.newmexicomutual.com

General Information tab:

- Acute Occupational Facilities
- Hospital Listings

IF YOU DO NOT HAVE WEB ACCESS

PLEASE CALL US AT EITHER OF THE
FOLLOWING NUMBERS:

ALBUQUERQUE
(505) 343-7777

OUTSIDE OF ALBUQUERQUE
(800) 788-8851 Ext. 582

CL005

**POST OFFER PRE-EMPLOYMENT
MEDICAL QUESTIONNAIRE**

Middle Rio Grande Conservancy District

This questionnaire may be used to identify a worker's physical ability to perform the job he/she has been conditionally hired for AND/OR to analyze or evaluate workers' compensation claims submitted in the future.

Name		
Address		
Date of Birth		
Social Security Number		
Have you ever suffered a work related injury?	Yes_____	No_____
Have you ever filed for and/or received Workers' Compensation Benefits?	Yes_____	No_____
If yes, list dates and describe when such claims were filed, and/or benefits were received.		
Have you ever suffered an illness or injury other than at work where you were off work, and/or had to limit your activities for more than one week? Yes_____ No_____		
If yes, list dates and describe all such injuries, and/or illnesses suffered.		
Have you ever been in an automobile accident? Yes_____ No_____		
If yes, list dates of all such accidents, all injuries suffered including any physical restrictions imposed.		

(10/05)

**POST OFFER PRE-EMPLOYMENT
MEDICAL QUESTIONNAIRE**

(Continued)

List your family physician			
Please check any of the following activities for which you have, or have had, a restriction.			
Lifting	Standing	Squatting	
Carrying	Walking	Crawling	
Sitting	Bending	Climbing	
Give a brief description of any restrictions checked above.			
<p>NOTICE Under Section 52-1-28.3, NMSA 1978, of the New Mexico Workers' Compensation Act provides that the worker shall be entitled to NO future workers' compensation benefits if he or she knowingly and willfully conceals or makes a false representation about the information requested.</p>			
<p>I hereby certify that the information listed above is true, correct, and complete, to the best of my knowledge and that I understand all of the questions listed in this questionnaire. I further certify that I have read and understand the above Notice provision indicating that I will be entitled to NO future workers' compensation benefits if I knowingly and willfully conceal or make a false representation about the information requested.</p> <p>(Please make sure the questionnaire is filled out <i>competely</i> before signing)</p>			
Employee Signature		Date	
Employer Signature		Date	

(10/05)

DESPUES DE OFERTA DE TRABAJO Y ANTES DE EMPLEO

CUESTIONARIO MEDICO

Middle Rio Grande Conservancy District

Este cuestionario puede ser usado para identificar la capacidad y el estado físico del trabajador para desempeñar el trabajo que a él/ella se le empleado condicionalmente o/y para evaluar o analizar reclamos de compensación al trabajador sumiditos en el futuro.

Nombre	
Dirección	
Fecha de nacimiento	
Número de Seguro Social	
¿Ha tenido algún daño/lastimadura anteriormente en el trabajo?	Si _____ No _____
¿Ha recibido o reclamado beneficios de Compensación para los trabajadores?	Si _____ No _____
Si su respuesta es sí, anote cuando, con fechas y detalles.	
¿Ha sufrido algún daño/ lastimadura/ enfermedad que no haya sido en el trabajo y que haya tenido que limitar sus actividades por más de una semana? Si _____ No _____	
Si su respuesta es sí, anote cuando, con fechas y detalles.	
¿Ha tenido algún accidente automovilístico? Si _____ No _____	
Si su respuesta es sí, anote cuando, con fechas y detalles.	

(10/05)

DESPUES DE OFERTA DE TRABAJO Y ANTES DE EMPLEO
CUESTIONARIO MEDICO

(Continuacion)

¿Quién es su médico/ doctor de la familia?			
Marque las siguientes actividades por las que haya tenido o tenga restricciones:			
Levantar	Estar de pie	Ponerse en cuclillas	
Cargar	Caminar	A gatas	
Sentar	Doblar/encorvar	Escarar	
Si algo esta marcado arriba, favor de dar una descripción/ explicación en detalle:			
N.M. STAT ANN. 52-1-28.3 (1991 W.C. ACT)			
DECLARACIONES O REPRESENTACIONES FALSAS ESCRITAS EN ESTE CUESTIONARIO PUEDEN CAUSAR QUE EL TRABAJADOR PIERDA SUS BENEFICIOS POR COMPENSACIÓN DE LOS TRABAJADORES BAJO LA SECCIÓN 52-1-28.3 DEL ACTO DE COMPENSACIÓN DE LOS TRABAJADORES DE 1991, PREVEE QUE EL TRABAJADOR HABILMENTE Y CON CONOCIMIENTO OCULTE Y DE FALSA INFORMACIÓN O REPRESENTACIÓN DE SU CONDICIÓN MEDICA.			
La información enumerada arriba es verdadera y correcta para mi mejor conocimiento y entendí todas las preguntas listadas arriba. Yo certifico que he leído y entendido la provisión Notificada que indica que yo no voy a recibir beneficios de compensación de los trabajadores si yo hábilmente y con conocimientos oculte y de falsa información o representación de mi condición medica.			
(Por favor este seguro(a) que el formulario este lleno completamente antes de firmarlo)			
Firma del empleado(a)		Fecha	
Firma del empleador		Fecha	

(10/05)

O

NOTICE OF ACCIDENT OR OCCUPATIONAL DISEASE DISABLEMENT NOTIFICACION DE ACCIDENTE O ENFERMEDAD DE OFICIO

In accordance with New Mexico law, Section 52-1-29 and Section 52-3-19, NMSA 1978
Conforme a la Ley de la Compensación de los Trabajadores, Sección 52-1-29 y Sección 52-3-19, NMSA 1978

I, _____,
Yo, _____ (name of employee/nombre del empleado)

was involved in an on-the-job accident or was disabled
me lastimé en un accidente en el trabajo o fui incapacitado

by an occupational disease at approximately _____,
por enfermedad de oficio aproximadamente (time/a la(s) hora(s))

on _____, 20_____.
el (date/fecha) del 20_____.

Employee's social security number: _____
Número de suguro social del empleado:

Where did the accident occur? _____
¿Dónde ocurrió el accidente?

What happened? _____
¿Qué ocurrió?

Signed: _____
Firma: _____ (employee/empleado)

Signed/Notice Received: _____
Firma / Notificación recibida:

(employer or representative/empleador o representante)

Date: _____
Fecha:

Date: _____
Fecha:

Form NOA-1 (3/07)

Employer/employee: Each keep one copy.
Empleador/empleado: Retener una copia.

--SEE BACK OF THIS FORM--
--VER AL REVERSO DE ESTA FORMA--

O

NOTICE OF ACCIDENT OR OCCUPATIONAL DISEASE DISABLEMENT NOTIFICACION DE ACCIDENTE O ENFERMEDAD DE OFICIO

In accordance with New Mexico law, Section 52-1-29 and Section 52-3-19, NMSA 1978
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Worker --

For emergency medical care, go to any emergency medical facility.

For medical care that is not an emergency, get instructions from your supervisor on where to go for medical care.

Workers and Employers with questions about workers' compensation may contact an Ombudsman at any New Mexico Workers' Compensation Administration office for information and assistance. The offices are open Monday through Friday, 8 a.m. to 5 p.m., except holidays.

Trabajador

Para emergencias médicas vaya a cualquier clinica / hospital.

Para tratamiento médico que no sea emergencia, obtenga instrucciones de su supervisor para que le indique a donde ir para obtener asistencia médica.

Trabajadores y empleadores con preguntas acerca de la compensación de los trabajadores pueden comunicarse con un asesor ("ombudsman") a cualquier oficina de la Administración de la Compensación de los Trabajadores para información y asistencia. Las oficinas están abiertas desde las ocho de la mañana hasta las cinco de la tarde de lunes a viernes, con la excepción de días festivos.

Statewide Helpline - Línea de Asistencia

1-866-WORKOMP / 1-866-967-5667

toll free -- llamada sin costo de larga distancia

New Mexico Workers' Compensation Administration

PO Box 27198, Albuquerque, NM 87125

Albuquerque: 841-6000 - 1 (800) 255-7965
Farmington: 599-9746 - 1 (800) 568-7310
Las Cruces: 524-6264 - 1 (800) 870-6826

Las Vegas: 454-9251 - 1 (800) 281-7889
Lovington: 396-3437 - 1 (800) 934-2450
Roswell: 623-3997 - 1 (866) 311-8587

Santa Fe: 476-7381
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FILE ONLINE: <http://www.nmmcc.com/employers/file-a-claim/>
FAX TO: 505-345-0656 | MAIL TO: PO Box 27810, Albuquerque, NM 87125

OFFICIAL USE ONLY

G E N E R A L	EMPLOYER (NAME & ADDRESS INCL ZIP) Middle Rio Grande Conservancy District PO BOX 581 ALBUQUERQUE, New Mexico 87103-0581				CARRIER / ADMINISTRATOR CLAIM #		REPORT/PURPOSE CODE					
	SIC CODE				EMPLOYER FEIN 856000200		INDUSTRY CODE					
	CARRIER (NAME, ADDRESS & PHONE NO) New Mexico Assurance Company P.O. BOX 27825 ALBUQUERQUE, NM 87125-7825 FAX (505) 345-0656				POLICY PERIOD TO CHECK IF APPROPRIATE SELF INSURANCE		CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)					
	CARRIER FEIN NCCI CODE: 36275				POLICY / SELF-INSURED NUMBER		ADMINISTRATOR FEIN					
C A R R I E R A D M I N I S T R A T O R	AGENT NAME & CODE NUMBER HUB INTERNATIONAL INSURANCE SERVICES INC - ABQ											
	NAME (LAST, FIRST, MIDDLE)				DATE OF BIRTH		SOCIAL SECURITY NUMBER		DATE HIRED	STATE OF HIRE		
E M P L O Y E E	ADDRESS (INCL ZIP)				GENDER M MALE F FEMALE U UNKNOWN		MARITAL STATUS U UNMARRIED/SINGLE/ DIVORCED M MARRIED S SEPARATED K UNKNOWN		OCCUPATION/JOB TITLE OR (SOC) CODE			
	PHONE # EMAIL				# OF DEPENDENTS				EMPLOYMENT STATUS			
	RATE PER DAY MONTH				# DAYS WORKED/ WEEK		FULL PAY FOR DAY OF INJURY?		YES	NO		
	WEEK OTHER						DID SALARY CONTINUE?		YES	NO		
O C C U R R E N C E	TIME EMPLOYEE BEGAN WORK		AM	DATE OF INJURY/ILLNESS		TIME OF OCCURRENCE		AM	LAST WORK DATE		DATE EMPLOYER NOTIFIED	DATE DISABILITY BEGAN
			PM					PM				
	CONTACT NAME / PHONE NUMBER				TYPE OF INJURY/ILLNESS				PART OF BODY AFFECTED			
	DID INJURY/ILLNESS EXPOSURE OCCUR ON EMPLOYER'S PREMISES? <input type="checkbox"/> YES <input type="checkbox"/> NO				TYPE OF INJURY / ILLNESS CODE				PART OF BODY AFFECTED CODE			
	DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED				ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED							
	SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLNESS EXPOSURE OCCURRED				WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED							
	HOW INJURY OR ILLNESS / ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECTS OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL.											
	CAUSE OF INJURY CODE											
DATE RETURNED TO WORK				IF FATAL, GIVE DATE OF DEATH		WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED?				YES	NO	
						WERE THEY USED?				YES	NO	
T R E A T M E N T	PHYSICIAN / HEALTH CARE PROVIDER (NAME & ADDRESS)				HOSPITAL (NAME & ADDRESS)				INITIAL TREATMENT <input type="checkbox"/> NO MEDICAL TREATMENT <input type="checkbox"/> MINOR: BY EMPLOYER <input type="checkbox"/> MINOR CLINIC/HOSPITAL <input type="checkbox"/> EMERGENCY CARE			
	WITNESSES (NAME & PHONE #)								HOSPITALIZED > 24 HRS <input type="checkbox"/>			
O T H E R	DATE ADMINISTRATOR NOTIFIED				DATE PREPARED		PREPARER'S NAME & TITLE				FUTURE MAJOR MEDICAL/ LOST TIME ANTICIPATED	

NEW MEXICO WORKERS' COMPENSATION ADMINISTRATION

Phone:	(505) 841-6000	In-State Toll Free:	1-800-255-7965
FARMINGTON:	599-9746 / 1-800-568-7310	LAS CRUCES:	524-6246 / 1-800-870-6826
LAS VEGAS:	454-9251 / 1-800-281-7889	LOVINGTON:	396-3437 / 1-800-934-2450
ROSWELL:	575-623-3997 / 1-866-311-8587	SANTA FE:	505-476-7381

FILING INSTRUCTIONS

PURPOSE: To report all alleged work-related injuries or illnesses resulting in more than 7 days of lost work or in death of the worker. This form is not an admission or denial by the employer as to whether the worker's alleged injury or illness is compensable, **and must be completed by the employer or the employer's representative.**

WHEN TO FILE: This form must be filed within 10 days of knowledge of any alleged work-related injury or illness that results in more than 7 days of lost work. **It must be filed even if the employer disputes the worker's claim of work-related injury or illness.**

WHERE TO FILE: Mail the original form to the New Mexico Workers' Compensation Administration (Attention: statistics) at the address on the front of this form. **Copies must also be provided to the worker and the employer's workers' compensation insurer.**

PENALTIES: Each instance of failure to file this form when required is punishable by a fine of up to \$1,000.00.

INSTRUCTIONS FOR COMPLETION

FILLING IN THE SHADED AREAS IS OPTIONAL. The employer may wish, however, to use some of these areas (such as "Witnesses") for the employer's records. Expanded instructions are found in the publication *Guide to Completing the Employer's First Report of Injury or Illness*, available from the Administration's Albuquerque office (call either number bold-faced above and ask for Statistics).

Please print in black ink or type, and ensure that all entries are legible before submission. An illegible or incomplete E1 may be returned.

NAIC CODE: Represents the nature of the employer's business at the location where the worker was employed at the time of injury or illness exposure; derived from the federal government publication *North American Industry Classification System Manual*. Include this code if known.

EMPLOYER'S LOCATION ADDRESS: Facility where the worker was employed at the time of injury, if different from mailing address.

CARRIER: Name, mailing address and telephone number of the licensed business entity issuing a contract of insurance and assuming financial responsibility on behalf of the employer. A WCA-approved self-insured employer should enter its business name.

CLAIMS ADMINISTRATOR: Name, mailing address and telephone number of the insurance carrier, agency, third party administrator or self-insured responsible for adjusting the claim.

EMPLOYER, CARRIER OR ADMINISTRATOR FEIN: Federal Identification Number, assigned by the Internal Revenue Service.

DID SALARY CONTINUE? Shows if the employer is continuing to pay the worker's regular wages *without charge to employee benefits*.

DATE OF INJURY/ILLNESS: In the case of an occupational illness (arising from the worker's activity or exposure over an extended period), enter the date of diagnosis or the date first reported to the employer as possibly work-related.

DATE EMPLOYER NOTIFIED: The date the worker first notified (verbally or in writing) the employer or the employer's representative of the alleged work-related injury or illness.

DATE DISABILITY BEGAN: The first full day on which the worker lost time from work due to the injury or illness.

TYPE OF INJURY OR ILLNESS: Briefly describe the nature of the injury (such as lacerations to the forearm) or illness (such as carpal tunnel syndrome). Be as specific as possible.

PART OF BODY AFFECTED: The specific part of body affected by the injury or illness (for example, right forearm, lower back).

DEPARTMENT OR LOCATION: If the accident or illness exposure did not occur on the employer's premises, enter specific address or location (for example, Client's office at 123 Main St., Yourtown, NM 87xxx). For occurrences in New Mexico, give ZIP or COUNTY.

ALL EQUIPMENT, MATERIAL OR CHEMICALS: List all equipment, materials and/or chemicals the worker was using, applying, handling or operating when the injury or illness exposure occurred. Be specific (for example, decorator's scaffolding, electric sander, paintbrush and paint). Enter "NA" if not applicable. NOTE: The items listed do not have to be directly involved in the worker's injury or illness.

SPECIFIC ACTIVITY: Describe the specific activity the worker was engaged in when the accident or illness exposure occurred (for example, sanding ceiling woodwork in preparation for painting).

WORK PROCESS: Describe the work process the worker was engaged in when the accident or exposure occurred, such as building maintenance. Enter "NA" for not applicable if not engaged in a work process (for example, if the worker was walking along a hallway).

HOW INJURY OR ILLNESS OCCURRED: Describe how the injury or illness/abnormal health condition occurred. Be very specific. Include the sequence of events and name any objects or substances that directly injured the worker or made the worker ill. (For example: worker stepped back to inspect work and slipped on some scrap metal. As worker fell, worker brushed against the hot metal.)

WORKER'S/EMPLOYER'S RIGHTS AND RESPONSIBILITIES

If you, the worker, believe that benefits are due you under the Workers' Compensation Act, and your employer or the employer's insurance carrier has failed or refused to make those benefits available to you, you have a right to file a complaint with the New Mexico Workers' Compensation Administration. Workers and employers with questions about rights or responsibilities under the Act may contact an ombudsman at any Workers' Compensation Administration regional office for information and assistance. To do so, call any of the above-listed telephone numbers (8 a.m. to 5 p.m. M-F).



COVERAGE @ WORK™

NEW MEXICO MUTUAL GROUP PRIVACY NOTICE

At New Mexico Mutual*, we appreciate the trust that you place in us when you buy insurance products and services from us. This notice explains how we collect, use, disclose and protect the non-public personal information about you or about claimants or beneficiaries under your insurance coverage in accordance applicable law. This notice applies to our current and former customers. We may amend this notice from time-to-time and we will send current customers our most recent Privacy Notice at least annually.

Collected Non-Public Personal Information

We collect non-public personal information from you and from third parties about you and about employees, claimants or beneficiaries under your insurance coverage as part of our insurance application, underwriting, claims, administration and servicing processes. We collect non-public personal information about you from sources such as:

- Information we receive from you on applications or other forms, which may include names, addresses, phone numbers, social security numbers, federal employer identification numbers, dates of birth, vehicle and driver information, business information, medical information related to underwriting or claims, and insurance coverage information;
- Information about transactions with us, our affiliates, or others, which may include products or services purchased, claims history and account balances;
- Information we receive from a consumer reporting agency, state motor vehicle department, health care provider, insurance index bureau, insurance rate service organization or inspection services.

Use of Non-Public Personal Information

We use collected non-public personal information, in hard copy and electronic form, to provide policy and premium quotes; underwrite applications; administer claims; answer questions or concerns about our insurance products and services; administer accounts and process data; report, investigate or prevent material misrepresentation, fraud, waste or abuse; process premium billings, collections, audits and payments; process and defend insurance claims; administer insurance benefits (including utilization review activities); participate in insurance research projects; or as otherwise permitted by applicable federal or state law.

We maintain hard and electronic copies of information by you or by third party for policy quoting and for processing and administering your application or claim submitted under your policy, and for improving our insurance products and services. This information is not available to the general public and is not disclosed outside New Mexico Mutual except when needed to verify the information provided, to service your policy or claim, or as required or permitted by law. We retain the information collected when a claim is filed under your policy for as long as required by law or regulation, or as long as the claim is open and thereafter, for a period set by applicable record retention policies of New Mexico Mutual.

Disclosure of Non-Public Personal Information

We do not disclose non-public personal information about you or about employees, claimants or beneficiaries under your insurance policy to anyone as permitted by law.

We may share information about you or about employees, claimants or beneficiaries under your insurance policy in the normal course of conducting our insurance operations, such as providing you with an insurance quote, and processing, servicing, administering and/or enforcing your insurance policy and claims.

We are permitted by law to share information about you when and if you become our customer or claimant without your authorization in certain circumstances such as:

- To a court or government agency requiring disclosure such complying with a search warrant or subpoena;
- To a third party, if it is reasonably necessary to enable that party to perform services for us or functions on our behalf under contractual agreements as permitted by law, such as assisting us with claims investigations, case management or the detection of material misrepresentations or fraud, waste or abuse;
- To any of our affiliated companies that provide services to you;



NEW MEXICO MUTUAL GROUP PRIVACY NOTICE

COVERAGE @ WORK™

- Insurance regulatory authorities, reporting agencies or if applicable, involuntary market administrators;
- A state motor vehicle department to obtain a report of any accidents or convictions;
- Law enforcement agencies or other government authorities to protect our interests, assure our compliance or to report illegal activities;
- Health care providers;
- Persons or organizations conducting insurance actuarial or research studies, subject to appropriate confidentiality agreements;
- Your independent agent; and
- As otherwise permitted or required by law.

We do not sell any customer, policyholder or claimant information to mailing list companies or mass market companies. We treat and protect our customer, policyholder and claimant information as confidential as required under law.

Confidentiality and Security

We restrict access to nonpublic personal information about you and about employees, claimants and beneficiaries under your insurance policy to those employees who need to know such information in order to provide insurance products or services to you. We instruct our employees accordingly so that they understand the importance of the confidentiality of non-public personal information and take appropriate measures to enforce employee privacy and cyber-security responsibilities.

We maintain physical, electronic and procedural safeguards that comply with applicable federal and state law to safeguard your non-public personal information. We use data protection procedures, including computer hardware and software tools, to safeguard system and data privacy and integrity. Our computer systems are also protected by additional measures such as encryption of certain data transmissions, network routers and firewalls, all intended to prevent unauthorized access (i.e., data breaches or security incidents).

How to contact us

Use any of the following methods to contact us. Remember to include your name, address and policy or claim number.

New Mexico Mutual
 c/o Corporate Governance Department
 P.O. Box 27825
 Albuquerque, NM 87125
 email: corporategovernance@newmexicomutual.com

*New Mexico Mutual is the trade name used by several affiliated insurance and insurance service corporations of which New Mexico Mutual Casualty Company is the lead company. This notice applies to and is made on behalf of the following affiliated insurance company with whom you may be a customer:

New Mexico Mutual Casualty Company	New Mexico Commercial Insurance Company
New Mexico Premier Insurance Company	New Mexico Assurance Company
New Mexico Security Insurance Company	New Mexico Employers Assurance Company
New Mexico Southwest Casualty Company	New Mexico Safety Casualty Company
New Mexico Foundation Insurance Company	New Mexico Business Insurance Company

All of our affiliated insurance companies will be bound by the statement made herein. For ease of reference and paperwork reduction, this notice reflects the collective trade name of our affiliated companies.