



Kuraray America, Inc.

Rolling Owner Controlled Insurance Program (OCIP)

AON

OCIP INSURANCE MANUAL

Kuraray America, Inc.
3700 Bay Area Blvd, Ste 680
Houston, TX 77058

This Manual is a contract document

This manual is periodically updated. It is the contractor and/or subcontractor's responsibility to maintain and adhere to the most recent version. **Enrollment at one KAI location does not extend to any other location.** Each location where you will be performing work must be enrolled separately. All locations can be included on a single enrollment form, but they must be enrolled separately. **OCIP ENROLLMENT IS NOT AUTOMATIC** coverage is not bound until contractor receives an OCIP certificate of insurance from AON Eligible Contractors and all eligible **ALL Subcontractors MUST complete the enrollment forms and participate in the enrollment process to be considered for participation in the KAI OCIP Program**

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OCIP Overview

Welcome to the Kuraray America, Inc. (Kuraray) Owner Controlled Insurance Program (OCIP)

Each Subcontractor of any tier is required to bid **per the instructions outlined in Subcontractor Responsibilities** section of this manual. Kuraray may modify this bidding and insurance cost identification as necessary based on the specific contract requirements. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the OCIP coverage provided under this Program for onsite activities and the related costs.

NOTE: Insurance coverages and limits provided under the OCIP are limited in scope and are specific to work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

About This Manual

Kuraray and Aon Risk Services (Aon) prepared the Insurance Manual. Kuraray is the **Sponsor** for this OCIP. Aon is the **OCIP Administrator** for this OCIP. The manual is designed to identify, define and assign responsibilities for the administration of the OCIP for this project.

What This Manual Does

This Manual:

- Generally describes the structure of the OCIP
- Identifies responsibilities of the various parties involved in the Project
- Provides a *basic* description of OCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP

What this Manual Does NOT Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages and exclusions
- Provide answers to specific claims questions

Refer questions concerning the OCIP, its administration or coverages to the appropriate party identified in the Project Directory, in Section 2.

DISCLAIMER:

The information in this manual is intended to outline the OCIP insurance coverages and Subcontractor responsibilities. In the event any provision of the Insurance Manual or the Contract Documents conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

OCIP Project Directory

OCIP Program Administrator Aon Risk Services Southwest, LLC US Construction & Infrastructure – Project Solutions 1300 Post Oak Blvd., Suite 1400 Houston, TX 77056		
570000034556 / Kuraray America, Inc. / Rolling OCIP		
Wrap-Up Specialist, ACS Neelima Nagpal	Telephone Fax E-mail	1-866-222-4438 opt. 9 1-800-363-4495 ACS.Construction@aon.com
Program Manager Lorenzo Salas	Telephone E-mail	346-260-9718 Lorenzo.Salas@aon.com
Account Executive Ryan Keehn	Telephone E-mail	346-413-0825 Ryan.M.Keehn@aon.com
Environmental Risk Solutions – CPL Jeffrey Hanneman	Telephone Cell E-mail	832-476-6853 832-495-8053 Jeffrey.Hanneman@aon.com
Claims Service Executive Michelle Sharma	Telephone Cell E-mail	713-787-5924 614-579-9378 Michelle.Sharma@zurichna.com

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Kuraray America, Inc.
2625 Bay Area Blvd., Suite 600
Houston, TX 77058

Risk Management Specialist

Alisa Godinich

Telephone: 281-204-6694**Cell:** 832-985-4222**E-mail:** Alisa.Godinich@kuraray.com
KAICorporateInsurance@kuraray.com

Kuraray Logistics Park-2/3
Warehouse and Manufacturing

Site Manager

David Steele

Telephone: 281-474-1520**Cell:** 281-386-8112**E-mail:** David.Steele@kuraray.com**Site HSES Representative**

Eddie Johanson

Telephone: 832-261-3557**Cell:** 281-898-3290**E-mail:** Eddie.Johanson@kuraray.com**Site Manager**

Scott Hardegree

Telephone: 281-474-1540**Cell:** 281-455-0216**E-mail:** Scott.Hardegree@kuraray.com**Site HSES Representative**

Richard Bass

Telephone: 281-549-9477**Cell:** 281-221-4668**E-mail:** Richard.Bass@kuraray.com**ELASTOMERS BU-Septon Plant****Site Manager**

Robert Stafford

Telephone: 281-909-5842**Cell:** 832-205-7445**E-mail:** Robert.Stafford@kuraray.com**Site HSES Representative**

Erin Hance

Telephone: 281-909-5807**Cell:** 832-284-5002**E-mail:** Erin.Hance@kuraray.com**PVOH BU-Bayport Plant****Site Manager**

Nelson Rodriguez-Garcia

Telephone: 832-568-8303**Cell:** 713-907-1741**E-mail:** Nelson.Rodriguez-Garcia@kuraray.com**Site HSES Representative**

Jennifer Leszczynski

Telephone: 281-294-1909**Cell:** 281-468-3294**E-mail:** Jennifer.Leszczynski@kuraray.com**PVOH BU-La Porte Plant****Site Manager**

Daniel Velasquez

Telephone: 281-909-5823**Cell:** 832-985-0143**E-mail:** Daniel.Velasquez@kuraray.com**Site HSES Representative**

Jermichael Thacker

Telephone: 832-568-8311**Cell:** 281-309-8709**E-mail:** Jermichael.Thacker@kuraray.com

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Project Definitions

TERM	DEFINITION
AONWRAP	Aon's RMIS system that manages all information for the Kuraray OCIP for administrative NCCI purposes. All subcontractors are required to enter their payroll reports and notices of work completion and monitor their subcontractors via the <i>AonWrap</i> web at https://www.aonwrap.aon.com Please contact the Aon Program Manager to obtain a secured user ID.
AONWRAP WEBSITE	https://www.aonwrap.aon.com
OCIP INSURER:	The insurance company(ies) named on a policy or certificate of insurance providing coverage for the OCIP.
OCIP PROGRAM ADMINISTRATOR:	Aon Risk Services Southwest, Inc. US Construction & Infrastructure 1300 Post Oak Blvd, FI 14 Houston TX 77056
OCIP SPONSOR:	Kuraray America, Inc. 3700 Bay Area Blvd., Suite 680 Houston, TX 77058
OCIP:	A "OCIP" or Owner Controlled Insurance Program is a coordinated insurance program providing certain coverages, as defined herein, for Kuraray and eligible Enrolled Parties performing Work at the Project Site.
CERTIFICATE OF INSURANCE:	A document providing evidence of existing coverage for a particular insurance policy or policies.
ELIGIBLE PARTIES/ELIGIBLE SUBCONTRACTORS OF ANY TIER	Parties performing labor or services at the Project Site who are eligible to enroll in the OCIP unless an Excluded Party.
ENROLLED PARTIES/ENROLLED SUBCONTRACTORS	Those Eligible Subcontractors of any tier who have submitted all necessary enrollment information and evidenced by a Welcome Letter and Certificate of Insurance from the OCIP Administrator.

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EXCLUDED PARTIES/EXCLUDED SUBCONTRACTORS OF ANY TIER:	<p>At the discretion of Kuraray, or subject to State Regulations or policy conditions, the following parties will be excluded from the OCIP. Excluded parties will receive confirmation from the OCIP Administrator confirming their status prior to starting work on the project site.</p> <ul style="list-style-type: none"> (1) Hazardous materials remediation, removal and/or transport companies and their consultants; (2) Any subcontractor performing Structural Demolition via blasting or wrecking ball; (3) Architects, engineers, and soil testing engineers and their consultants; (4) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site; (5) Subcontractors, and any of their respective Subcontractors, who do not come to the Project Site; <p>Any parties or entities specifically designated by Kuraray at its sole discretion, may be enrolled or excluded, even if otherwise eligible.</p>
PAYROLL	<p>Monthly Payroll should include [the “straight-time” payroll and the “straight-time” portion of any “overtime” payroll for all OCIP qualified employees, including onsite supervisors and onsite clerical personnel.]</p>
PROFESSIONAL EMPLOYER ORGANIZATION (AKA “PEO”; EMPLOYEE LEASING COMPANY; OUTSOURCED EMPLOYEE MANAGEMENT COMPANY; EMPLOYEE LEASING FIRM)	<p>A professional employer organization (PEO) is a firm that provides a service under which an employer can outsource employee management tasks, such as employee benefits, payroll and workers' compensation, recruiting, risk/safety management, and training and development. These employees are considered employees of the PEO and not employees of the contractor. PEOs must be enrolled as sub to the contractor.</p>
PROJECT SITE:	<p>Generally defined as the “project location” (more fully identified in the Contract/Subcontract) and adjacent or nearby areas where incidental operations are performed excluding permanent locations of any insured party.</p>
SUBCONTRACT:	<p>A written or oral agreement between the Kuraray / Subcontractor and Subcontractors of any tier.</p> <p>(6)</p>
SUBCONTRACTOR:	<p>Includes only those persons, firms, joint venture entities, corporations, or other parties that enter into a Contract with Kuraray or its Subcontractor or Subcontractors of any tier to perform Work at the Project Site. Generically referred to as “subcontractor”.</p>

OCIP PROJECT DIRECTORY

WELCOME LETTER:	A document issued by the OCIP Administrator, which confirms enrollment of the applicant into the OCIP.
WORK:	Operations, as fully described in the Subcontract, performed at the Project Site.

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OCIP Insurance Coverage

Excluded Parties

Excluded Parties are not granted any insurance coverage under the OCIP. Excluded Parties must meet the insurance requirements established in the subcontract and provide evidence of coverage to Kuraray.

OCIP Evidence of Coverage

Each Enrolled Party will be issued an individual workers' compensation policy provided by the OCIP primary insurer. The OCIP Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability, and excess liability to each Enrolled Party, each of who will be added as an Additional Named Insured to the OCIP General Liability insurance policy. The Insurance Carrier will furnish other documents including claim forms, posting notices, etc., to each Enrolled Party. Copies of the General Liability policy will be available for review at Kuraray's offices upon written request.

Description of OCIP Coverages

The following descriptions on these pages provide a summary of coverages ONLY. Subcontractors should refer to the policies for actual terms, conditions, exclusions, and limitations.

Kuraray will furnish the following coverages for the benefit of all Enrolled Parties performing Work at the Project Site.

Workers' Compensation and Employer's Liability

Carrier: Zurich American Insurance Company

Coverage: Statutory limits required by the Workers' Compensation laws of the applicable jurisdiction, excluding monopolistic states, with Employer's Liability. A separate worker' compensation policy will be issued to each enrolled Party.

Part One - Workers' Compensation:	Statutory Limit
Part Two - Employer's Liability:	<u>Annual Limits Per Enrolled Party</u>
Bodily Injury by Accident, each accident	\$ 2,000,000
Bodily Injury by Disease, each employee	\$ 2,000,000
Bodily Injury by Disease, policy limit	\$ 2,000,000

- This policy does **not** cover offsite operations.

OCIP INSURANCE COVERAGE

Commercial General Liability

Carrier: Zurich American Insurance Company

Coverage: Third Party Bodily Injury and Property Damage Liability. A single general liability policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds

Limits of Liability Shared by All Enrolled Parties

General Aggregate (Annual Limit During Premises Period)	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Personal/Advertising Injury Each Occurrence	\$ 2,000,000
Each Occurrence Limit (Annual Limit During Premises Period)	\$ 2,000,000
Damage to Premises Rented to You	\$ 500,000
Medical Expense – Any One Person	\$ 10,000
<ul style="list-style-type: none">▪ Limitation of Coverage to Designated Premises or Project▪ Completed Operations Extension: 10 years or statute of repose (single, non-reinstated aggregate limit applies to extension period)▪ Waiver of Transfer of Rights to Recover against Others where required by an “Insured Contract” and as evidenced by a Certificate of Insurance on file with the CIP Administrator	

Excess Liability

Carrier: American Guarantee and Liability Insurance Company (Zurich)

Coverage: Excess over primary Third-Party Bodily Injury and Property Damage General Liability. A single excess liability policy will be issued for all Enrolled Parties.

Limits of Liability Shared by All Enrolled Parties

Each Occurrence Limit	\$ 10,000,000
Aggregate Limit (Annual Limit during Premises Period)	\$ 10,000,000
Products/Completed Operations Aggregate	\$ 10,000,000

Carrier: Indemnity Insurance Company of North America (Chubb)

Coverage: Excess over lead \$10 Million.

Limits of Liability Shared by All Enrolled Parties

Each Occurrence Limit	\$ 15,000,000
Aggregate Limit	\$ 15,000,000

- Excess Coverage is over Commercial General Liability (IF APPLICABLE: Employers Liability)
- A master Excess Liability policy will be issued for all Enrolled Parties as named Insureds and is available for review upon request.
- The Excess Liability policy will follow terms, conditions and exclusions of the underlying

OCIP INSURANCE COVERAGE

General Liability unless defined differently in the Excess Policy.

STATE-SPECIFIC REQUIRED COVERAGE ENDORSEMENTS APPLY AS PER STATE REQUIREMENTS

Property of Subcontractor and Subcontractors

Subcontractors of any tier are advised to arrange their own insurance for rented, owned, leased or borrowed equipment and materials not intended for inclusion in the Project. The Kuraray OCIP will not cover Subcontractor's or Subcontractor's property.

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Locations Covered Under the OCIP

KURARAY SITE LOCATIONS	
Kuraray Logistics Park-Warehouse and Manufacturing	4925 Underwood Rd (Bldg. 2), Pasadena, TX 77507 4955 Underwood Rd (Bldg. 3), Pasadena, TX 77507
EVAL BU-Plant	11500 Bay Area Blvd, Pasadena, TX 77507
ELASTOMERS BU-Septon Plant	11414 Choate Rd, Pasadena, TX 77507
PVOH BU-Bayport Plant	13100 Bay Area Blvd, Pasadena, TX 77571
PVOH BU-La Porte Plant	12342 Strang Rd, La Porte, TX 77571

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Subcontractor Required Coverage

Subcontractors and all Subcontractors are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the OCIP. All Certificates of Insurance must be submitted to the OCIP Administrator prior to Mobilization.

Subcontractors of any tier are required to maintain insurance coverage for the duration of the Subcontract that protects Kuraray from liabilities and provide Kuraray with evidence of such coverage via a copy of a Certificate of Insurance. Please refer to your contract for details.

These liabilities may arise from the Subcontractor's or Subcontractors' operations performed away from the Project Site, from coverages not provided by the OCIP, or from operations performed by Excluded Parties. The OCIP places all subcontractors into one of two main categories: Enrolled Parties or Excluded Parties.

Enrolled Parties are to provide evidence of Workers' Compensation, General Liability and Excess/Umbrella Liability insurance for *offsite activities* and Automobile Liability and any other insurance as per the insurance specifications for both onsite and offsite activities in the Subcontract.

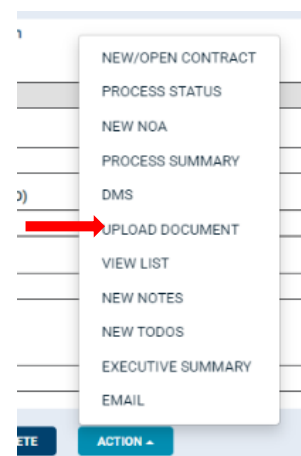
Excluded Parties must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability, and any other insurance as per the insurance specifications in the subcontract for all activities including **both onsite** and *offsite* activities as per the insurance specifications in the Subcontract.

Verification of Required Coverages

Subcontractors shall provide verification of insurance to the OCIP Administrator prior to mobilization and within three (3) days of any renewal, change or replacement of coverage.

How to Upload a Document (Certificate of Insurance)

1. Navigate to the contract and click Upload Document
2. You can upload any of the following document "types"



LOCATIONS COVERED UNDER THE OCIP

FILE TYPE	EXTENSION
Text Files	.txt
Worksheets	.xls,.xlsx,.wrk,.wls
Web	.htm,.html
Images	.jpg,.gif,.bmp,.tif,.png
Compressed Files	.zip,.rar
PDF Files	.pdf
Word Files	.doc,.docx
Presentations	.ppt,.pptx

3. Your document NAME cannot contain any of the following characters # ~ % & { }

4. Select the Document Type and add a description – then click on Save & Close

Subcontractors are responsible for monitoring their Subcontractor's Certificates of Insurance. Kuraray reserves the right to disapprove the use of Subcontractors unable to meet the insurance requirements or who do not meet other Kuraray policy requirements.

The limits of liability shown for the insurance required of the Subcontractors of any tier are minimum limits only and are not intended to restrict the liability imposed on the Subcontractor's or Subcontractors for work performed under their subcontract. Please refer to your subcontract for details.

Subcontractor Responsibilities

The Subcontractor and its Subcontractors are required to cooperate with Kuraray and the OCIP Administrator in all aspects of OCIP operation and administration. Throughout the course of the Project, all parties will be responsible for reporting and maintaining certain records as outlined in this section.

- Enrolling in the OCIP under the proper entity(ies) name(s) and reviewing possible enrollment of all Subcontractors with the Owner. Only those entities shown on the enrollment forms will be enrolled in the OCIP. Only those entities shown on the enrollment forms will be named on the policy.
- Notify the OCIP administrator immediately of any name changes for the enrolled entity (ies)
- Notify the OCIP administrator and determine enrollment requirements/eligibility for any subsidiary or related companies who may work at the project site that are not currently listed on the Workers' Compensation policy and/or certificate
- Maintain and report monthly payroll records
- Cooperate with the OCIP Administrator's requests for information
- Comply with insurance, claim and safety procedures
- Notify the OCIP Administrator immediately of any insurance cancellation or non-renewal of Contractor-required insurance.

Subcontractor Bids

Kuraray provides Workers' Compensation, General Liability and Excess Liability insurance for all Enrolled Parties under the OCIP for Work performed at the Project Site. The section below, "Identifying Subcontractor and Subcontractor Insurance Costs" describes the procedures for bidding.

Identifying Subcontractor Insurance Costs

Contractor must provide Labor Burden Schedules indicating both OCIP and Non OCIP rates.

Trade Rate Breakdown – OCIP-Provided Insurance Costs

Each enrolled Subcontractor and Subcontractor is required to provide Kuraray with a "trade rate breakdown", that indicates the costs for workers' compensation and liability (primary and excess) coverages are at "\$0" (zero). Kuraray reserves the right to reduce any trade rate that has costs included for OCIP-provided insurance coverages.

Enrollment

Each subcontractor and Sub-subcontractor shall provide details about its Sub-subcontractors as necessary for OCIP enrollment. All of the information requested on the **Enrollment Application** form (Aon Form 3) in Section 8 is required for enrollment. This form must be completed and submitted to the OCIP Administrator prior to mobilization to obtain coverage under the OCIP via AonWrap.

PEOs

To ensure that coverage is in effect for all employees leased through a Professional Employer Organization ("PEO") (aka "Employee Leasing Company"; "Outsourced Employee Management Company") Subcontractor and Sub-Contractors of any tier are required to provide the leasing companies Name and Address at time of enrollment on the "Enrollment Application - Form 3". The PEO will be required to enroll into the OCIP prior to starting work.

- If the PEO changes mid-term, Subcontractor is required notify the OCIP Administrator. The new PEO needs to be enrolled prior to leased employees working on-site; or
- If the contract with the PEO is terminated during the time period of enrollment in the OCIP, Subcontractor is required to notify the OCIP Administrator to determine what changes if any are required; or
- If you contract a PEO mid-enrollment, notify the OCIP Administrator immediately. The new PEO will need to be enrolled prior to leased employees working on-site

OCIP Forms

This section contains the forms needed for the OCIP.

1. Aon Form 1A and Form 3 this can also be completed online via www.AonWrap.Aon.com
2. Wage Labor Rate Format aka Labor Burden Schedule (available in MS Excel format)

Note: For assistance in completing these forms, please contact the Aon representative below:

ACS Wrap-Up Specialist:	Neelima Nagpal
Telephone:	1.866.222.4438 opt. 9
Fax:	1.800.363.4495
E-mail:	acs.construction@aon.com

Program Manager:	Lorenzo Salas
Telephone:	346.260.9718
E-mail:	lorenzo.salas@aon.com

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How to Access the AonWrap Application

You can access AonWrap by entering <https://www.aonwrap.aon.com> in your Internet Browser.



AonWrap

Renovated AonWrap is ready now!
You must reset your password for the first login.

Click "Forgot Password" to begin.

USER NAME
Enter user name here

PASSWORD (Case Sensitive)
Enter password here

LOGIN

[Forgot Password?](#)
[Need Help?](#)

If you have any problems logging in or experience any issues with AonWrap, please check the [System Requirements](#).

[Learn how Aon Empowers Results](#)

How to Login

Once at the AonWrap home page:

- Enter your unique User ID and enter your Password
- Click on the LOGIN button to gain access to the secure AonWrap application
- Please note that the first time you log on you will be requested to change your password
- Contact the OCIP Administrator to obtain a User ID

Once enrollment is complete, the OCIP Administrator will issue to each Enrolled Party a Welcome Letter and a OCIP Certificate of Insurance acknowledging acceptance of the applicant into the OCIP. The insurance carrier will issue a separate Workers' Compensation policy to each Enrolled Party.

Please Note: Enrollment is not automatic! Enrollment into the OCIP is required, but not automatic. Access to the Project Site will not be permitted until enrollment is complete. Eligible subcontractors and Sub-subcontractors MUST complete the enrollment forms and submit to the OCIP Administrator who will confirm complete enrollment into the OCIP. If a subcontractor or Sub-subcontractor obtains access to the site, with or without Kuraray's knowledge, OCIP coverage will not be provided if sub is not enrolled. Contractors must be enrolled separately for each site.

Un-enrolled/excluded subs do not have any insurance coverage under the OCIP.

Assignment of Premiums

Kuraray pays the cost of the OCIP insurance coverage. All Enrolled Parties will assign, to Kuraray, all adjustments, refunds, premium discounts, dividends, deductible payments, costs or any other monies due from or to the OCIP insurer(s). Subcontractors will assure that Subcontractor has executed such an assignment.

LOCATIONS COVERED UNDER THE OCIP

5. When you have completed the entry of all your information, click on “Save & Submit” at the bottom of the form
6. The “Help Section” of the website includes a video with instructions for entering payroll.
7. Submit” on your Payroll Detail Ribbon at the top of the form

Please Note: Failure to submit any OCIP insurance Forms as required may result in the withholding of payments until required documentation is received or a penalty for failure to comply.

Change Order Procedures

Subcontractors will price Change Orders in the same manner as the original bid and must provide an estimated payroll, including Subcontractors estimated payroll, amounts for work performed under the Change Order, unless otherwise directed by Kuraray.

Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Subcontract. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., except for projects in the state of Pennsylvania and Delaware, only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the State manual rules.

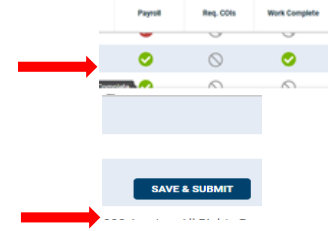
It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modifiers for your firm. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the OCIP insurance carrier(s) or Kuraray's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

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Closeout and Audit Procedures

An enrolled Contractor or Subcontractor must submit the **Closeout Form for the Work Authorization** when a Contractor and/or Subcontractor have completed its Work at the Program Site and no longer has onsite workers. Closeout Form Completion should be reported via AonWrap website at <https://www.aonwrap.aon.com/default.asp> Please contact the Aon Administrator for a user id and password. Following are the instructions for completing the Notice of Work Completion.

- 1- From your contract/work authorization, right click on the icon in the Work Complete column and “open in new tab”
1. Enter the actual completion date in Section B
2. Complete the signature information in Section C
3. Select “Save & Submit”



Should the Subcontractor or Subcontractor return to the Project Site, for any reason, they will do so under their own insurance program and must provide Kuraray with a Certificate of Insurance showing their own coverage as detailed in the Subcontract.

Kuraray will not release final retention payment until all necessary forms have been submitted and accepted by the OCIP Administrator as well as all requirements of their Subcontract Agreement.

OCIP Termination or Modification

Kuraray may, for any reason, modify the coverage provided by the OCIP insurance policies, discontinue the OCIP or any part thereof, or request that a Subcontractor or any of its Enrolled Subcontractors of any tier withdraw from the OCIP upon written notice. Upon such notice Subcontractor and/or one or more of its Enrolled Subcontractors, as specified by Kuraray in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by Kuraray) replacements of the OCIP Coverages. The cost of the replacement insurance shall be at Kuraray's expense, but only to the extent of the applicable costs of the OCIP insurance policies and equal to, or the applicable proportion of, the Subcontractor's alternative for insurance coverages as verified by the OCIP Administrator.

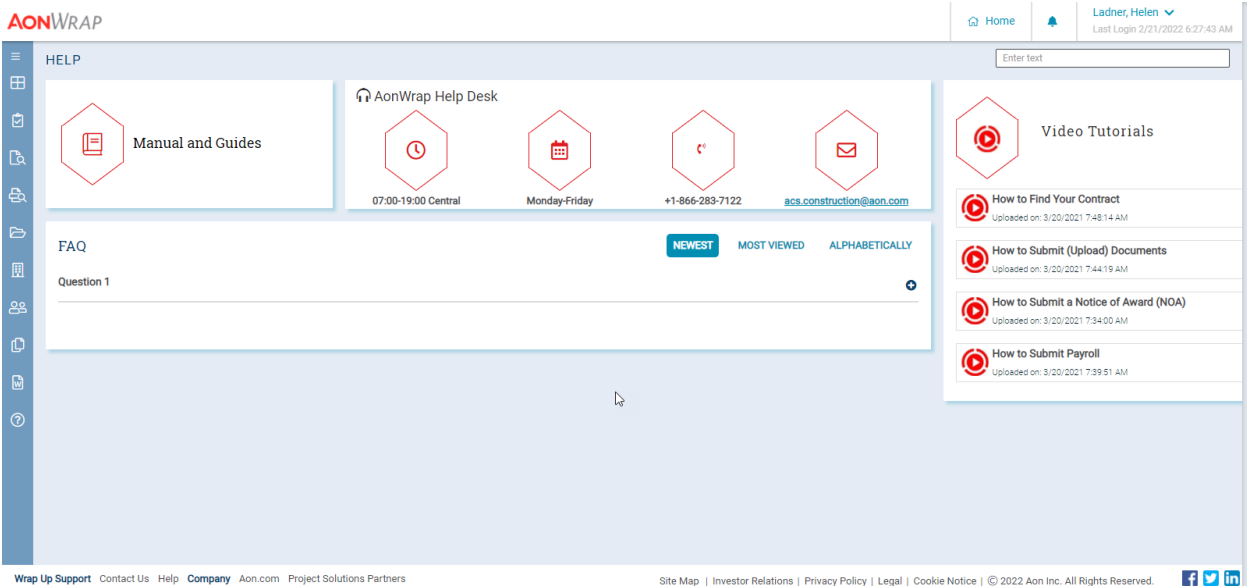
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Need Assistance with AonWrap or OCIP Forms Completion?

1. Click on the question mark in the left border for Help



2. Search for your topic



On-Site Claim Procedures

Kuraray Claim Reporting Options	
Phone Lines	Additional Ways to Report a Claim
Phone: 1-877-ZBUILD1 (1-877-928-4531) FAX: 1-866-691-7068	Online: https://webclaims.zurichna.com/#/claims Email: USZ_CareCenter@Zurichna.com Zurich Customer Care Center: PO Box 968017 Schaumburg, IL 60196

General Procedures

All subcontractors shall have a designated Site Contact for receipt of work, safety, evacuation, and other instructions. In addition, subcontractors shall designate one on-Site Supervisor/Lead personnel who will give instruction and be responsible for all other subcontractor personnel.

Subcontractors must comply with all site safety requirements and instructions provided by the designated Site Contact which are in addition to this manual. Failure to comply with any of safety protocols will lead to the Subcontractor's removal from the site and removal from the Approved Contractors List

Subcontractors must report all injuries, occupational-related illnesses, or property damage to the Site Contact immediately.

Immediately call the Site HSES Representative or Site Contact in the event of the following:

- Any injury for which an ambulance is called
- Injury to head or neck
- Possible injury to back or spinal cord
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Fatality
- Heart attack or stroke

ON-SITE CLAIM PROCEDURES

- Hospitalization
- Property damage estimated over \$1,000

Investigation Assistance

All Parties will assist in the investigation of any accident or occurrence involving injury to persons or property. All Parties will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Workers' Compensation Claims

The main responsibility for any Party is first to see that the injured worker receives immediate medical care.

1. Subcontractors are required to report all incidents involving personal injury or illness no matter how minor. All incidents are to be reported to your Site Contact immediately. Should the Site Contact not be available, refer to the Shift Supervisor or the Kuraray Site HSES Representative.
2. Contact the Control Room for emergency medical assistance.
3. In the event that a subcontractor requires medical attention, he or she shall be accompanied by a member of the subcontracting company (or by a Kuraray employee if there is no one available from his or her subcontracting company).
4. Subcontractors are responsible for investigating incidents and providing an Incident and Investigation Report (IIR) to Kuraray's Site HSES Representative according to the site's procedures.
5. Kuraray personnel will enter an IIR into the Kuraray tracking system. However, if the subcontractor has been granted access to do so, the subcontractor should make the IIR entry accordingly.
6. Injured subcontractors returning to work shall follow his or her subcontracting company's procedures for returning to work.
- 7.

Incident Management & Reporting Procedures for Subs

Kuraray America, Inc. Updated vao 06.24.2024

ON-SITE CLAIM PROCEDURES

EMERGENCIES (Serious Bodily Injury)

1. Call responding Emergency Medical Service (911) and Notify Kuraray Personnel
2. Secure and Check scene for safety
3. Implement and follow site specific Emergency Action Plan.

NON-EMERGENCIES

1. Obtain Clinic Release Form from the Site Safety Manager.
2. The injured employee is transported to clinic by their employer.
3. Provide completed forms to the medical provider upon arrival at clinic (required for treatment authorization and billing).
4. After treatment, injured employee and transporter must return medical documentation to the Site Safety Manager.
5. The injured employee's supervisor and Site Safety Manager shall coordinate a modified duty assignment for injured employee, if prescribed.
6. Submit a completed Kuraray Incident Investigation Report to Kuraray Site Safety Manager.

INVESTIGATION

Subcontractors are to proceed with an incident investigation and give the report to Kuraray Constructions Site Safety Manager.

Liability Claims

Subcontractors must immediately report all Accidents at the Kuraray Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to the Site Contact. As soon as the onsite personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting the control room for immediate assistance.
2. All incidents are to be reported your Site Contact immediately.
3. Complete and submit a *General Liability Loss Notice* to the Site HSES Representative and Risk Management Executive within 24 hours of the incident.
4. Subcontractors are responsible for investigating incidents and providing an Incident and Investigation Report to Kuraray's Site HSES Representative according to the site's procedures.
5. Immediately send all subsequent inquires or correspondence about an insured loss

ON-SITE CLAIM PROCEDURES

or claim, including a summons or other legal documents, to the Site HSES Representative and Risk Management Executive immediately. Upon receipt of any claim, to include suit papers, the Insurance Carrier will conduct a review / investigation which may include the assignment of counsel to respond and represent the interest of the enrolled parties.

Do not voluntarily admit liability and cooperate with Kuraray and the OCIP insurer representatives in the accident investigation.

Property Claims

Report any damages to your Work or the Work of any other subcontractor to the Site HSES Representative. In addition, subcontractors are responsible for investigating incidents and providing an Incident and Investigation Report to Kuraray's Site HSES Representative according to the site's procedures.

Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

However, all accidents occurring in or around the site must be reported to Kuraray's Site HSES Representative. Accident investigations will occur and focus on liability arising out of the site's activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Party shall cooperate in the investigation of all automobile accidents.

Pollution Claims

No coverage is provided for pollution incidents under the OCIP. It is the sole responsibility of each Party to report accidents/claims to their own insurers. Report events that may give rise to a pollution claim by immediately notifying the Site Safety Manager of any known or suspected pollution incidents. Each Party shall cooperate in the investigation of all incidents.

Loss Runs

An enrolled subcontractor may obtain loss runs for their own onsite experience by requesting, in writing on their company letterhead, directed to the Insurance Administrator.

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