

Effective July 1, 2004

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**FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.**

**MULTIPLE COORDINATED POLICY ENDORSEMENT (FWCJUA 03 02)**

The multiple coordinated policy to which this endorsement is attached provides coverage for the workers you lease from the labor contractor listed below and does not provide coverage for any other workers leased or non-leased. The multiple coordinated policy only covers your workers to the extent that coverage is provided under the express terms of this endorsement. This endorsement applies only with respect to bodily injury to your leased employees in the state named in Item 2 of this Schedule when provided by a labor contractor named in Item 1 of the Schedule. This endorsement does not apply with respect to bodily injury to workers provided to you on a temporary basis.

This endorsement will only cover those leased employees who are specifically identified in your contract with the labor contractor. Disclosure to and acceptance by the FWCJUA of the leased employees named in your contract with the labor contractor are conditions precedent to the coverage provided under this endorsement. These conditions further apply with respect to modifications or amendments of the leased employees named in your contract with the labor contractor. The coverage provided by this endorsement for your leased employees is specifically conditioned upon the valid existence of your employee leasing contract with the labor contractor. If at any time your leased employees cease to be leased employees provided by the labor contractor named in Item 1 of the Schedule, this endorsement will cease to afford coverage for those workers.

Certain words and phrases in this endorsement are defined as follows:

“Labor contractor” means the person or entity furnishing some or all of the workers to another entity.

“Client” means the person or entity using the services of a labor contractor to obtain some or all of its workers.

“Temporary worker” means a worker who is furnished to a person or entity to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the labor contractor is an insured. If an entry is shown in Item 3 of the Schedule, the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One we will reimburse the labor contractor named in the Schedule for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the labor contractor’s duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the labor contractor with any government agency.

We will not ask any other insurer of the labor contractor to share with us a loss covered by this endorsement.

Premium will be charged for your leased employees while such leased employees are provided by the labor contractor. You must obtain from the labor contractor and furnish to us a complete payroll record of your leased employees provided by the labor contractor to satisfy your obligations under Part Five (Premium), C.2. The premiums for your leased workers covered under this endorsement will be billed directly to the labor contractor, and we will send a copy of the bill to you.

You are jointly liable with the labor contractor for the payment of premiums, assessments, penalties, fees and surcharges determined to be due to the FWCJUA for your leased employees covered under this endorsement. Your payment to the labor contractor will not discharge your liability to the FWCJUA for the payment of premiums, assessments, penalties, fees and surcharges determined to be due for your leased employees covered under this endorsement. If the labor contractor fails to make payments of premiums, assessments, penalties, fees

or surcharges attributed to your leased employees, you will be required to make payments of such premiums, assessments, penalties, fees or surcharges directly to the FWCJUA without regard to whether you have made any payments to the labor contractor.

This is an assessable policy assigned to Tier 3. If the plan is unable to pay its obligations, policyholders will be required to contribute on a pro rata earned premium basis the money necessary to meet any assessment levied for a Tier 3 deficit. You are jointly liable with the labor contractor under this policy on a pro rata basis for that portion of the total assessment which corresponds to the earned premiums attributed to your leased workers covered under this endorsement. If the labor contractor fails to pay the assessment, you will be required to pay such assessment directly to the FWCJUA without regard to whether you have made any payments to the labor contractor.

The policy may be canceled according to its terms or for violation of rules applicable to employee leasing operations provided that the labor contractor has been provided a reasonable opportunity to cure the violation. If the policy is canceled, we will send notice of such cancellation to the labor contractor, and we will also send a copy of the notice of cancellation to you.

Part Four (Your Duties If Injury Occurs) applies to you and the labor contractor. The labor contractor will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

1. Labor Contractor Address
2. State Where Work Performed
3. Contract or Project
4. Labor Contractor Policy Number