FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.



OPERATIONS MANUAL

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FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

OPERATIONS MANUAL

This Manual is merely one part of the Plan of Operation of the FWCJUA. This Manual is not intended to supersede or supplant any other rule or procedure of the FWCJUA, and its terms must be read in conjunction with the other parts of the Plan of Operation, as defined below. Where there is any perceived or actual inconsistency between the terms of any of the component parts of the Plan of Operation, the terms of superior documents shall govern over those of subordinate documents, listed as follows in declining order of superiority:

A. Articles of Incorporation

B. Bylaws as amended from time to time

C. This Manual

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KEY TERMS/DEFINITIONS

As used in this Operations Manual:

"Affiliated Person" of another person, as defined in section 627.311(5)(t), Florida Statutes, means:

(i) the spouse of such other natural person;
(ii) any person who directly or indirectly owns or controls, or holds with the power to vote, 5 percent or more of the outstanding voting securities of such other person;
(iii) any person who directly or indirectly owns 5 percent or more of the outstanding voting securities that are directly or indirectly owned or controlled, or held with the power to vote, by such other person;
(iv) any person or group of persons who directly or indirectly control, are controlled by, or are under common control with such other person;
(v) any officer, director, trustee, partner, owner, manager, joint venturer, or employee, or other person performing duties similar to persons in those positions, of such other person; or
(vi) any person who has an officer, director, trustee, partner, or joint venturer in common with such other person.

"Agency" means a sole proprietorship, partnership, limited liability company, corporation, or other form of business entity, which transacts insurance at one or more locations through one or more Producers.

"Agent in Charge" means a Producer who is an active, full-time agent in charge of a specific Agency location, as reflected in the insurance agency license or registration on file with the Florida Department of Financial Services for that specific Agency location.

"Assigned Risk Adjustment Program (ARAP)" is a program designed to surcharge Insureds with a record of losses greater than expected under the current Experience Rating Plan.

"Board" means the Board of Governors of the Florida Workers' Compensation Joint Underwriting Association, Inc. as determined and constituted pursuant to section 627.311(5), Florida Statutes.

"Bureau of Compliance" means the Florida Department of Financial Services, Division of Workers' Compensation, Bureau of Compliance.

"Commission" means the Financial Services Commission of the state of Florida.

"Customer Service Representative" and "CSR" means an Agency employee who is licensed by the Florida Department of **Financial** Services to transact insurance under the supervision of a Producer.

"Department of Financial Services" and "DFS" means the Florida Department of Financial Services.

"Designated Producer" means a Producer who has been expressly authorized and designated by an Agency in an Agency **Producer** Agreement entered into with the FWCJUA, to act as the agent of Employers making application for the coverage to the FWCJUA and in continuing coverage with the FWCJUA in accordance with the Plan of Operation.

"Disputed Premium" means all or that portion of the insurance premium believed by the FWCJUA to be due from the Employer, but which the Employer in good faith believes is not due the FWCJUA and for which a dispute or appeal is currently pending pursuant to the FWCJUA's Dispute Resolution Procedure.

"Employer," "Insured," and "Policyholder" are used interchangeably and mean the applicant or policyholder desiring or receiving coverage from the FWCJUA. An Employer can be a sole proprietor, partnership, corporation or other legally recognized entity subject to the Florida Workers Compensation Law.

"Flat Fee" means the non-refundable fee authorized by section 627.311(5)(c)26., Florida Statutes, that is applicable to all new and renewal policies to cover the costs of administration and fraud prevention. This fee is fully earned upon the commencement of coverage and is not subject to producer fees.

"FWCJUA" means the Florida Workers' Compensation Joint Underwriting Association, Inc. established pursuant to section 627.311(5), Florida Statutes, or its authorized designee.

"FWCJUA Application for Coverage," "FWCJUA Application," "Application for Coverage" and "Application" means the FWCJUA AFC25 and the Employment and Wage Information Release Agreement.

"Individual Self-Insured" is an Employer who secures the payment of workers compensation pursuant to section 440.38, Florida Statutes, and does not include participants in a qualified group self-insurance plan authorized by Florida law.

"Insurance Code" means the Florida Insurance Code, Chapters 624 through 632, 634, 635, 641, 648, and 651.

"Insurer" and "Member" means (1) any insurer authorized to write workers compensation and employers liability insurance in Florida pursuant to the Insurance Code, whether domestic or foreign; (2) any commercial self-insurance fund organized pursuant to section 624.462, Florida Statutes; (3) any group self-insurance fund authorized by section 624.4621, Florida Statutes; and (4) any assessable mutual insurer authorized by section 628.6011, Florida Statutes.

"Manual" means this Operations Manual of the Florida Workers' Compensation Joint Underwriting Association, Inc.

"MAP" means the Florida Market Assistance Plan, authorized by sections 627.311(5)(c)4.d. and 627.311(5)(c)24., Florida Statutes.

"New Business" for purposes of Tier 1 and Tier 2 eligibility means a business enterprise, regardless of business form, which began business operations, such as the sale of goods or the rendition of services, within six months prior to the date the Application for Coverage is received by the FWCJUA. A mere change in the business form of the Employer does not constitute the creation of a new business. For example, a new business is not created when a sole proprietor creates a corporation or a limited liability company to transact the same or similar business to that previously transacted by the sole proprietor. Furthermore, changes in ownership interest that would result in the continuation of experience if the existing business enterprise were subject to the Experience Rating Plan, shall not result in the creation of a new business.

"Office of Insurance Regulation" and "OIR" means the Florida Department of Financial Services, Office of Insurance Regulation.

"Plan of Operation" means the Articles of Incorporation, Bylaws as amended from time to time, and Operations Manual of the Florida Workers' Compensation Joint Underwriting Association, Inc.

"Producer" means an individual who is licensed by the Florida Department of Financial Services as a resident or nonresident general lines insurance agent.

"Section 627.311(5)" means section 627.311(5), Florida Statutes, as amended by Chapter 93-415, Laws of Florida, and as that section may be amended from time to time.

"Service Provider" means any entity or individual that has contracted with the FWCJUA to provide services to or on behalf of the FWCJUA.

PART ONE — GENERAL INFORMATION

A. BACKGROUND

On December 30, 1993, the Florida Workers' Compensation Joint Underwriting Association, Inc., was formed as a Florida Not for Profit Corporation for the purpose of organizing, operating, and administering a workers' compensation joint underwriting plan, pursuant to section 627.311(5), Florida Statutes, and for such purposes as may be incidental thereto. On January 1, 1994, the FWCJUA began providing workers compensation and employers liability insurance to Employers who are required by law to maintain such insurance and who are in good faith entitled to, but who are unable to, purchase such insurance through the voluntary market, and to collect premiums and assessments from its Policyholders in order to satisfy the obligations of the Corporation. If the FWCJUA is unable to pay its obligations, certain Policyholders will be required to contribute on a pro-rata-earned-premium basis the money necessary to meet any assessment levied to fund the deficit.

B. BOARD OF GOVERNORS

The operation of the FWCJUA is subject to the supervision of a 9-member Board of Governors. Eight board members are appointed by and serve at the pleasure of the Financial Services Commission (the "FSC") and the ninth board member is the consumer advocate appointed under section 627.0613, Florida Statutes. The FSC selects two board members from among five nominees for each seat submitted by the 20 largest domestic writers of workers compensation insurance in Florida; two board members from among five nominees for each seat submitted by the 20 largest foreign writers of workers compensation insurance in Florida; one board member from among five nominees submitted by the largest property and casualty insurance agents association in Florida; and three additional board members. The FSC also selects one of the nine board members to serve as the board chair.

The FWCJUA executive office is located in Sarasota, Florida and its mailing address, telephone number, fax number and website are:

6003 Honore Ave, Suite 204
Sarasota, Florida 34238
Tel: (941) 378-7400 • Fax: (941) 378-7406 • www.fwcjua.com

C. RATE ANALYSIS

The FWCJUA must have actuarially sound rates that reasonably ensure that it is self-supporting. The FWCJUA shall establish and use its rates and rating plans in accordance with section 627.311(5), Florida Statutes.

At least once each year, the Board shall review the rates of the FWCJUA to determine whether they are still appropriate, and shall review the costs and expenses of the FWCJUA business to determine whether they have been maintained at or below an acceptable level.

D. ANNUAL REPORT

The Board shall provide for an annual report to the Office of Insurance Regulation on a date specified by the Office of Insurance Regulation and containing such information as it reasonably requires.

E. ACCOUNTING AND DATA REPORTING

All accounting and data reporting shall be consistent with statutory insurance accounting procedures. The FWCJUA shall also prepare statutory statements on a quarterly basis.

The Board shall designate one or more Service Providers to compile data regarding Insureds and such other matters as it may prescribe. All Service Providers shall submit to that designee such information as the Board directs or the designee may reasonably request consistent with the Board's directives.

F. EXCESS OR REINSURANCE

The FWCJUA may procure such excess insurance or reinsurance as is consistent with the purposes of the FWCJUA and the Plan of Operation.

G. RETENTION OF SURPLUS

Any premium or assessments collected by the FWCJUA in excess of the amount necessary to fund projected ultimate incurred losses and expenses of the FWCJUA and not paid to Insureds in conjunction with loss prevention or dividend programs shall be retained by the FWCJUA for future use. Any State funds received by the FWCJUA in excess of the amount necessary to fund deficits in Subplan “D” or any Tier Rating Plan shall be returned to the State.

H. ANTI-FRAUD PLAN

The FWCJUA is committed to the prevention, detection, investigation, reporting, and prosecution of insurance fraud and shall establish, in accordance with section 626.9891(1), Florida Statutes, an Anti-Fraud Plan in order to fulfill this commitment.

The Primary Goal of the FWCJUA Anti-Fraud Plan is to protect Policyholders against workers compensation insurance fraud through identification, investigation, reporting and prosecution of fraud.

PART TWO — MARKET ASSISTANCE PLAN (MAP)

A. PURPOSE

The purpose of the MAP is to implement sections 627.311(5)(c)4.d. and 627.311(5)(c)24., Florida Statutes, establishing a market assistance plan to provide access to and assist in the placement of workers compensation and employers liability insurance coverage in the voluntary market for Employers applying for or securing coverage through the FWCJUA. The MAP shall assist Employers who submit Applications for Coverage to the FWCJUA in obtaining coverage in the voluntary market. The MAP shall not assist in the placement of any types of coverage other than workers compensation and employers liability insurance coverage. The MAP shall operate in conformity with all other applicable laws of the State of Florida.

B. DEFINITIONS

As used in the MAP:

"Key Application Data" means, at a minimum, the following data items for in-process Applications for Coverage and existing Insureds, and any additional items as may be requested by the Board from time to time that are used to generate MAP–Account Profiles on Employers seeking or securing coverage through the FWCJUA.

1. Employer name and FEIN, if applicable
2. Date of receipt for in-process Applications for Coverage or effective date of FWCJUA policy
3. Governing class code of Employer and business description
4. Total number of employees estimated to be covered under the policy, including corporate officers, sole proprietors, partners, and members of a limited liability company (LLC)
5. Total estimated annual payroll for all employees estimated to be covered under the policy, including corporate officers, sole proprietors, partners, and members of a limited liability company (LLC)
6. Total estimated annual premium for Employer
7. Yes/no minimum premium policy indicator
8. Experience modification factor for Employer, if applicable
9. Incurred loss ratio
10. Street address, city, state, zip code and phone number of Employer
11. Street address, city, state, zip code, phone number, fax number and email address of the Employer's Agency of record
12. Tier Assignment
13. Employer's number of years in business

"MAP–Account Profile" means the Board authorized summary of an Employer's Key Application Data that the MAP Manager prepares and distributes upon request to Insurers and authorized Agencies or their Designated Producers as appropriate.

"MAP Manager" means the FWCJUA or its designee.

C. AUTHORITY

The MAP is not an Insurer capable of assuming insurance risks. While it is believed that the MAP will be able to reduce the problems of access to available voluntary markets in Florida, it has no power to guarantee the successful conclusion of any assistance efforts and it is assumed that some Employers may not be able to obtain coverage through any means other than the FWCJUA.

The MAP shall have no involvement in the continuing Insured/Agency/Producer/Insurer relationships which are performed in the normal course of the insurance market. Any questions, disputes or negotiations concerning subjects such as renewal ownership, renewal commissions, claims servicing, policy servicing and other such subjects shall be handled by the parties involved in accordance with the applicable laws of the State of Florida and the commonly accepted business practices of the participating markets.

D. MAP MANAGER AND MAP OFFICE

1. The Board is authorized to employ or contract with firms or individuals to serve as the MAP Manager and other support staff as necessary. The Board is also authorized to open offices of the MAP as necessary.

2. The Board shall approve and oversee the MAP. The MAP Manager shall collect Key Application Data, prepare MAP-Account Profiles and distribute such information pursuant to the MAP. Under the direction of the Board, the MAP Manager shall prepare and submit status reports to OIR as may be reasonably requested from time to time.

E. ELIGIBILITY

All Employers for which Applications for Coverage have been submitted to the FWCJUA or coverage has been provided through the FWCJUA shall be eligible for the MAP.

F. MAP ASSISTANCE PROGRAMS

1. Employers Applying for Coverage Through the FWCJUA

a. At the end of each working day, the MAP Manager shall provide the MAP–Account Profiles for the Applications for Coverage received by the FWCJUA on that day to each Insurer, authorized Agency or its Designated Producer who has requested to participate in this depopulation program.

b. The Insurer or the authorized Agency or its Designated Producer shall advise the MAP Manager by the following business morning which Employers it will be pursuing. (This permits the FWCJUA to prioritize the Applications for Coverage to be processed.)

c. The Insurer or Designated Producer shall contact the Employers or the Employers' Agencies it wishes to pursue to gather any necessary additional information and shall promptly advise the MAP Manager which Employers it quotes. (The Insurer should attempt to quote the Employer with an effective date that coincides with the FWCJUA's anticipated effective date.)

d. Upon accepting a quote, the Employer or the Employer's Agency or Designated Producer should promptly notify the MAP Manager in writing that the Employer has secured voluntary market coverage and no longer requires FWCJUA coverage. If the FWCJUA has already bound coverage, the FWCJUA will flat cancel its coverage provided a letter of assumption from the Insurer indicating that the Insurer is assuming all workers compensation and employer's liability for the Employer coinciding with the FWCJUA's period of coverage is received within forty-five (45) calendar days, otherwise the FWCJUA will cancel the Employers policy on a pro-rata basis.

2. Employers who have Secured Coverage Through the FWCJUA

The MAP Manager shall make available upon request the following standard monthly depopulation reports containing the MAP–Account Profiles for Employers insured by the FWCJUA through the FWCJUA's website, www.fwcjua.com, or in hard copy and at no cost to either Insurers or authorized Agencies and their Designated Producers. If an Insurer or an authorized Agency or its Designated Producer desires a format other than provided for by a standard report, the MAP Manager may provide the desired format at the Insurer's or the authorized Agency's cost. The MAP Manager shall make every effort to meet reasonable requests for reports utilizing Key Application Data and/or MAP–Account Profiles that are consistent with the policies and direction of the Board.

a. Applications Bound and Awaiting Processing: This report provides the Map–Account Profiles for all Employers for which the FWCJUA bound coverage in the prior month.

b. Policies in Force: This report provides the MAP–Account Profiles (excludes the total number of employees covered under the policy) for all Employers currently written by the FWCJUA.

Insurers or authorized Agencies or their Designated Producers who are able to secure a voluntary market workers compensation and employers liability insurance quote for an FWCJUA Employer utilizing a MAP depopulation report should inform the MAP Manager. To report an offer of voluntary market coverage to the MAP Manager, please visit our website at www.fwcjua.com. (Note: An Employer who receives such a voluntary coverage quote may no longer be in good faith entitled to insurance through the FWCJUA.)

G. DEPOPULATION PROGRAM

As provided in section 627.311(5)(c)24., Florida Statutes, an Employer insured through the FWCJUA who is offered coverage from an Insurer:

1. During the first thirty (30) calendar days of FWCJUA coverage;
2. Before an FWCJUA policy is issued;
3. By issuance of a policy upon expiration or cancellation of the FWCJUA policy; or
4. By assumption of the FWCJUA's obligation with respect to an in-force policy,

is no longer eligible for coverage through the FWCJUA. The premium for risks assumed by the Insurer must be no greater than the premium the Insured would have paid under the FWCJUA, and shall be adjusted upon renewal to reflect changes in the FWCJUA rates and the tier for which the Insured would qualify as of the time of renewal. The Insured may be charged such premiums only for the first three (3) years of coverage by the Insurer. A premium under section 627.311(5)(c)24., Florida Statutes, is deemed approved and is not an excess premium for purposes of section 627.171, Florida Statutes.

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PART THREE — SERVICE PROVIDERS

A. ELIGIBILITY REQUIREMENTS

To be eligible to act as a Service Provider for the FWCJUA, an entity or individual must meet the following minimum standards:

It must be currently licensed, authorized, or permitted by Florida law to perform the services that it seeks to render to the FWCJUA.

It must satisfy the Board that it has the ability to:

1. Perform the services it seeks to render to the FWCJUA to standards set by the FWCJUA;
2. Provide the same nature and quality of services as is provided to Insureds in the voluntary market; and
3. Continue to operate as an ongoing concern.

The Board, in its discretion, may expand or increase these minimum standards.

B. APPLICATION FOR ORIGINAL APPOINTMENT AND PROCEDURES FOR SELECTION

Any entity or individual wishing to act as a Service Provider for the FWCJUA must complete the appropriate application forms adopted by the Board from time to time. The Board shall review all such applications or shall appoint a committee or committees to perform the initial reviews and report the results of such review and make recommendations regarding appointments to the Board. The Board shall then appoint such entities or individuals that meet the various standards to act as Service Providers for the FWCJUA and that the Board believes will best suit the needs of the FWCJUA.

C. POWERS AND OBLIGATIONS OF SERVICE PROVIDERS

Service Providers may be retained by the FWCJUA to perform a variety of duties for or on behalf of the FWCJUA, consistent with the procedures described in this Manual and as otherwise prescribed by the Board.

D. PERFORMANCE STANDARDS FOR SERVICE PROVIDERS

The following are the minimum performance standards for Service Providers of the FWCJUA. Service Providers are also responsible for any services necessary as a result of regulatory or statutory requirements, where applicable. Notwithstanding any provision of this Manual, the Service Provider shall be required to comply with the performance standards set forth in any contract entered into between the Service Provider and the FWCJUA.

1. Administration

The Service Provider shall administer FWCJUA policies in conformance with the requirements and standards provided in the workers' compensation and employer's liability manuals as approved for use in Florida and approved for use by members of Florida licensed rating/statistical organizations for workers compensation, except where such requirements and standards are contravened by Florida Statute, rule or by terms of this agreement. The manuals shall include:

- **a.** The FWCJUA Operations Manual;
- **b.** The Basic Manual for Workers Compensation and Employers Liability Insurance;
- **c.** The Workers Compensation Statistical Plan Manual;
- **d.** The Experience Rating Plan Manual for Workers Compensation and Employers Liability Insurance;
- **e.** The Workers Compensation and Employers Liability Insurance Policy and Endorsement Forms Manual; and
- **f.** Other such manuals designated for use by the FWCJUA.

2. Customer Service

Any inquiry received by the Service Provider shall be acknowledged within two (2) working days of receipt and every reasonable attempt shall be made to resolve the inquiry within fourteen (14) calendar days of receipt by the Service Provider.

Communication is the key to gaining the cooperation of the Employer and assisting the Employer to provide the safest environment possible to the individual worker. The Service Provider shall ensure that all customers receive acceptable levels of service as follows including, but not limited to:

- **a.** Investigate all complaints fairly and timely and establish procedures to resolve problems in accordance with FWCJUA dispute resolution procedures. Also, provide follow-up to the complainant of what resolution was implemented.
- **b.** Provide information regarding the classification of the business and other factors resulting in

the policy premium to the Employer and its representative upon request.

c. Furnish a contact list of names, addresses, toll-free telephone and facsimile numbers for Underwriting, Claims, Loss Prevention and Billing at the customer's request.

d. Maintain premium and loss records to be made available by the Service Provider to the Policyholder or the Policyholder's Agency or Designated Producer of record within thirty (30) calendar days of request to allow for analysis of accident causes and to assist the Policyholder in identifying accident trends.

e. Each quarter, reminder letters are sent for payroll information, to provide instructions on how to complete the quarterly information and information is provided on the credit programs available

f. A review of the insureds' Annual Tax Forms is completed with the 1st quarter information

g. Extensive information is provided to insureds/producers through the Travelers Loss Control website including:
   1. Sample Safety Program information
   2. Relevant safety information specific to industry

h. On-line customer service portal where insureds can get:
   1. Policy paper
   2. Billing information
   3. Certificates of Insurance
   4. Updated loss runs

3. New Business

The Service Provider shall receive and accept from the FWCJUA for assignments and data collection new applications for workers compensation and employers liability coverage.

The Service Provider shall have the operational responsibility for accurately issuing new business policies. All policies shall be issued in consideration of premiums and such additional fees and charges as may be authorized for use by the FWCJUA. The Service Provider shall utilize the policy forms prescribed by the FWCJUA.

The Service Provider shall mail a "Welcome" letter to the Insured and the Insured's Agency or Designated Producer of record within five (5) working days of the Service Provider's receipt of the binder from the FWCJUA. The letter shall provide the following minimum information:

a. toll-free telephone numbers for customer service and claims reporting as well as other key contact information;

b. information on where and how to file claims;

c. information on managed care;

d. information on safety and loss prevention;

e. information on policy services, to include where and how to obtain certificates of insurance; and

f. policy number or other means by which the Service Provider can track the insured.

The Service Provider shall welcome new business policyholders by telephone and provide information regarding:

g. toll-free telephone numbers for customer service and claims reporting as well as other key contact information;

h. FWCJUA Safety Program Acknowledgement Letter;

i. Quarterly Reporting Requirements;

j. Subcontractor Usage, to include providing the policyholder with the Construction Policy Tracking Database, www.contractor.fldfs.com to verify coverage on subcontractors;

k. Premium Audit

l. Risk Control Services and Resources

m. Employer Workplace Safety Program Premium Credit

n. Drug-Free Workplace Premium Credit Program

o. Application for $2,500 Deductible Plan

p. Certificates of Insurance

The Service Provider shall mail the following materials to the Insured and the Insured's Agency or Designated Producer of record within twenty (20) calendar days after the Service Provider's receipt of the binder from the FWCJUA, or within ten (10) calendar days after the policy's inception date, whichever is later:

q. Workers Compensation & Employers Liability Insurance Policy;

r. Safety Program Participation Letter;
s. Sample Safety Program for the Employer's industry;
t. FWCJUA Safety Program Acknowledgement Letter (If not timely received, policy is cancelled);
u. RT-6 Quarterly Reporting Requirement Letter;
v. Quarterly Payroll Reporting Form (If not timely received, policy is cancelled);
w. Employer's Affidavit (If not timely received, policy is cancelled);
x. Workers' Compensation Managed Care Arrangement (mandatory for the FWCJUA) – In English & Spanish;
y. Primary Care Directory;
z. Claims Reporting Procedures;
aa. Information on premium credit programs available will be sent as part of the new business policy paper; and
bb. Request for updated loss runs valued within 30 days of effective date to re-evaluate tier assignment.

If the Application for Coverage is not properly completed, the Service Provider shall request the appropriate information from the Employer or the Employer's Agency or Designated Producer of record. If there is a question of eligibility, the Service Provider shall contact the FWCJUA.

4. Renewals/Non-Renewals

The Service Provider is required to timely issue FWCJUA renewal/non-renewal notices as well as the renewal policies. The Service Provider shall utilize payroll estimates based on the most recently submitted Quarterly Payroll Reporting Form, or the most recently conducted audit of the Policyholder, or on submissions from the Policyholder (if there has been a significant change to the business) to determine an estimated premium to be collected for the renewal policy period. However, payroll estimates shall be modified during the policy period based on information obtained from the Quarterly Payroll Reporting Form and from a previous year's audit or other more accurate information as determined by the Service Provider.

The Service Provider shall mail renewal offers or nonrenewal notices, as appropriate, to Policyholders who have in-force policies no less than forty-five (45) calendar days prior to expiration. The offer of renewal shall state clearly that coverage shall unconditionally lapse if payment of premium is not received prior to the effective date.

The Service Provider shall have the operational responsibility for accurately issuing renewal policies. All policies shall be issued in consideration of premiums and such additional fees and charges as may be authorized for use by the FWCJUA. The Service Provider shall utilize the policy forms prescribed by the FWCJUA.

The Service Provider shall mail the following materials to the Insured and the Insured's Agency or Designated Producer of record within twenty (20) calendar days after the Service Provider's timely receipt of the required renewal deposit and advance premiums inclusive of the flat fee:
a. Workers Compensation & Employers Liability Insurance Policy Renewal;
b. Safety Program Participation Letter;
c. Sample Safety Program for the insured's industry;
d. FWCJUA Safety Program Acknowledgement Letter (If not timely received, policy is cancelled);
e. RT-6 Quarterly Reporting Requirement Letter;
f. Quarterly Payroll Reporting Form (If not timely received, policy is cancelled);
g. Employer Affidavit (If not timely received, policy is cancelled);
h. Workers' Compensation Managed Care Arrangement (mandatory for the FWCJUA) – In English & Spanish;
i. Primary Care Directory;
j. Claims Reporting Procedures;
k. Temporary Help Company Affidavit, if applicable;
l. Loss Runs to policyholders with a reported loss; and
m. Information on premium credit programs available
n. Application for $2,500 Deductible Plan.

The Service Provider shall not issue renewal policies to Employers if the renewal premium due is not:
o. received by the renewal policy's inception date, or
p. received within seven (7) calendar days after the renewal policy's inception date, provided it was postmarked on or before the renewal policy's inception date.

If the renewal premium is received after the inception date (other than as provided above), the Service Provider shall instruct the employer to reapply to the FWCJUA for coverage and shall indicate that the Employer will not be accepted if it has an outstanding debt for workers' compensation insurance.

5. Eligibility Verification

Prior to issuing the policy, the Service Provider shall re-verify the eligibility of the Employer and initiate cancellation procedures if the Employer is found to be ineligible. The Service Provider shall follow up with the FWCJUA as necessary to resolve outstanding eligibility issues. If a question of eligibility arises, the Service Provider shall document the issue(s) and contact the FWCJUA, prior to policy issuance. The time standard for policy issuance will be suspended as of the date of documented contact with the FWCJUA and will restart on the date the resolution of the eligibility issue is communicated to the Service Provider. On the restart of the time standard, the Service Provider will have the balance of the twenty (20) calendar day time frame or ten (10) calendar days, whichever is greater, to issue the policy.

6. Payroll and Classification Verification

The Service Provider shall verify and update payroll estimates on a quarterly basis by obtaining the Quarterly Payroll Reporting Forms and RT-6's from each Employer. Additionally, the Service Provider shall verify payroll and classifications through interim audit or comparable means when there is reason to doubt the accuracy of the annual exposure base or whether the Policyholder has been properly classified. The Service Provider shall consider the effects of inflation and employment level changes in the Insured's operation, and use the latest available audit information to develop current policy premium, including in its payroll estimates the payments to be made by the Employer to persons who, in the Service Provider's judgment, would probably be considered employees for workers compensation purposes pursuant to Florida law. Such payments shall be included notwithstanding that the Employer maintains that such persons are not employees. The Service Provider shall base its judgment on the statutes, rules, and court decisions which apply to the determination of employee and independent contractor status.

Prior to issuing a policy, the Service Provider shall:

a. Review the description of the operations, the name of the business and the classification codes to ensure that they are consistent. If there is a suspected discrepancy, the Service Provider shall contact either the Insured or the Insured's Agency or Designated Producer of record for further information and make any appropriate changes. If prior to renewal policy issuance, the Service Provider discovers or receives, either through Quarterly Payroll Reporting Forms, audit, endorsement request, claim information, loss prevention survey, or other means, the following information:

(1) verifiable payroll information that is not consistent with the annual exposure base as assigned or

(2) verifiable classification information that raises doubt concerning the accuracy of the policy's classification(s),

the Service Provider shall accurately reflect the exposure base and/or classification(s) of the policyholder;

b. Exercise sound underwriting judgment using the latest available audit information to develop current policy premium;

c. Review the Employer's policy and loss history to develop current policy premium;

d. Review ownership and experience rating information to ensure that the correct experience rating modification is applied to the policy; and

e. Review the application, for new policies, or the previous policy information for renewal policies to determine if there is any missing information. If needed, the Service Provider shall contact the Insured and or the Insured's Agency or Designated Producer of record to obtain the additional information.

The Service Provider shall review the operations of the Insured at least quarterly to determine if the correct classification and/or payroll information is being used. Among other things, the Service Provider shall utilize the FWCJUA's Employment and Wage Information Release Agreement (FWCJUA 04 03) executed by the Employer at the time of application to verify payroll on a periodic basis. If subsequent to assignment and/or initial policy issuance, the Service Provider discovers or receives, either through the Quarterly Payroll Reporting Form, interim audit, endorsement request, claim information, loss prevention survey, or other means, the following information:

f. verifiable payroll information that is not consistent with the annual exposure base as assigned or

g. verifiable classification information that raises doubt concerning the accuracy of the policy's classification(s),

the Service Provider shall investigate and make a determination within thirty (30) calendar days of the Service Provider's knowledge whether an endorsement to the policy is needed to accurately reflect the exposure base and/or classification(s) of the Policyholder. Again, the Service Provider shall use sound underwriting judgment using the latest available audit information to develop current policy premium.

7. Rating

The Service Provider shall calculate the premium for all policies according to the most recent rate schedule(s), rating plan(s) and pricing program(s) adopted by the FWCJUA Board of Governors, including any applicable experience modification, Tier Rating Plan surcharge or other FWCJUA pricing programs, based on the most recent information available to the Service Provider.

8. Terms of Coverage

The FWCJUA provides workers compensation and employers liability insurance to employers consistent with the rules and procedures set forth in its Plan of Operation and in conformance with the rules and rating plans approved for the FWCJUA for use in Florida by the Office of Insurance Regulation.

9. Endorsements

The Service Provider shall attach appropriate endorsements to the policy which are approved for use in Florida to effect allowable changes or terms requested by the Employer or the Employer's Agency or Designated Producer of record to correct clerical errors, or otherwise bring the policy in compliance with applicable statutes, Office of Insurance Regulation rules, or other required procedures.
FWCJUA specific endorsements that must be attached to all FWCJUA policies are:

a. Assessable Policy Notice Endorsement *(FWCJUA 04 01)*
b. Tier and Premium Surcharge Notice Endorsement *(FWCJUA 04 02)*
c. Florida Limited Other States Endorsement *(FWCJUA 03 01)*
d. Cancellation Endorsement (*FWCJUA 04 06)*

FWCJUA specific endorsements that must be attached when "if any" minimum premium coverage is afforded or an Employer is eligible for experience rating are:

e. "If Any" Policy Notice Endorsement *(FWCJUA 03 03)*: This endorsement must be attached to all FWCJUA policies issued on an "if any" zero payroll, minimum premium basis. When the Service Provider receives notification that the Employer has hired an employee during the policy period, the Service Provider shall make the appropriate premium adjustments with notification to the Employer in accordance with FWCJUA operating rules.
f. ARAP Endorsement *(FWCJUA 04 07)*: This endorsement must be attached to all FWCJUA policies issued to Employers who are eligible for experience rating.

General endorsements that require special attention are:

g. Experience Rating Modification Factor Endorsement (WC 09 04 02): If the applicable experience modification is not available at the time of policy issuance, the Service Provider shall apply the current modification and attach the appropriate Experience Rating Modification Factor Endorsement. When the experience modification becomes available, premium shall be adjusted in accordance with FWCJUA operating rules and the Employer notified of the adjustment.
h. Policy Information Page Endorsement (WC 89 06 00 B): When the Service Provider receives a request to change the name of an FWCJUA Policyholder or to add additional entities to an FWCJUA policy, the Service Provider shall review the request and determine if the FWCJUA rules will allow the request, recognizing that a change in name changes the terms of the policy contract. The Service Provider shall amend the policy as requested only if allowable under FWCJUA rules. If it is not an allowable change, the Service Provider shall communicate with the FWCJUA and shall issue a new policy only after receipt of an assignment letter from the FWCJUA.

When requested by the Employer or the Employer's Agency or Designated Producer of record, endorsements will be accurately issued within twenty (20) calendar days after receipt of request and required documentation and deposit premium where required. The Service Provider shall contact the Employer or the Employer's Agency or Designated Producer of record within ten (10) calendar days of receipt of the request if additional documentation is necessary, or if the policy will not be endorsed as requested. Upon the receipt of the additional documentation, the Service Provider will have the balance of the twenty (20) calendar day time frame or ten (10) calendar days from receipt of the additional documentation, whichever is greater, to issue the endorsement.

Within thirty (30) calendar days of receipt of the Quarterly Payroll Reporting Form from the Employer, the Service Provider shall update the Employer's estimated payroll, recalculate the estimated annual premium accordingly and issue an additional premium endorsement if there is an additional premium generated and it is at least $100.

Within fifty (50) calendar days of the accurate determination of the exposures and payroll associated with the policy period being audited for final physical audits, preliminary physical audits, or receipt of exposure and payroll information from the Employer and/or its representative for mail/telephone final audits, or otherwise determined, the Service Provider shall issue an additional premium endorsement if the additional premium generated is at least $100 of the estimated annual premium. Audited exposure and payroll information should be used to recalculate the new estimated annual premium and a comparison to the policy in force should be made to determine the necessity of issuing an additional premium endorsement. All files should be documented as to when the Service Provider obtains exposure and payroll information for physical audits and when the Service Provider receives exposure and payroll information for mail/telephone audits.

10. State Filing and Regulatory Requirements

The Service Provider is responsible for maintaining adequate safeguards to ensure FWCJUA compliance with all state regulatory requirements as well as all terms and conditions of the policy contract. Proof of coverage (state filing) effective periods shall coincide with policy coverage periods.

The Service Provider shall timely submit all required filings to the state of Florida or federal agencies, as appropriate, and to the FWCJUA and/or its designee as directed by the FWCJUA.

11. Cancellations

A request for cancellation by a Policyholder or the Policyholder's Agency or Designated Producer of record shall be processed and notice of cancellation issued within seven (7) calendar days after receipt of request and required documentation. Requests for retroactive cancellation shall not be permitted unless other insurance has been secured, the Employer has been approved as an Individual Self Insured, or to comply with statutory cancellation notice requirements.

The Service Provider shall initiate cancellation and notification procedures if, after opportunity to cure, the Policyholder fails or refuses to:

- **a.** Demonstrate substantial evidence of compliance or intent to comply with the safety program and implement all reasonable recommendations made by the FWCJUA relating to the welfare, health and safety of employees; or
- **b.** Pay an outstanding undisputed premium obligation on previous or present workers compensation insurance or coverage provided by an Insurer; or
- **c.** Allow reasonable access for audit or inspection; or
- **d.** Disclose the full nature and scope of the exposure; or
- **e.** Comply with requirements regarding the filing of notices of claims and cooperate with the FWCJUA in the investigation and settlement of claims; or
- **f.** Comply with the FWCJUA Managed Care Arrangement; or
- **g.** Promptly submit all premium, assessments, penalties, fees or surcharges; or
- **h.** Promptly submit monthly changes in the number of and names of employees; or
- **i.** Promptly submit quarterly payroll information to verify policy premium; or
- **j.** Disclose the full nature and scope of prior workers compensation insurance coverage, including loss history and corresponding policy premium; or
- **k.** Remain eligible for coverage either through the FWCJUA or within the FWCJUA rating tier to which the Policyholder has been assigned; or
- **l.** Comply strictly with the terms and conditions of the policy.

The Service Provider shall initiate cancellation for non-payment of premium:

- **m.** for installment basis policies, if the payment is not received thirty-five (35) calendar days prior to the first calendar day of the quarter or month period to which the installment payment was to apply;
- **n.** for interim reporting basis policies, if any payment is not received by the due date imposed;
- **o.** for expiring policies if the renewal premium payment for the renewal policy is not received in accordance with 4 above; or
- **p.** for failure of the policyholder to repay a debt owed to the FWCJUA or another Insurer for previous workers compensation insurance in accordance with terms established by the FWCJUA or the other Insurer.

In all cases of cancellation, the Service Provider shall send a notice of termination or cancellation

to the Bureau of Compliance, the Employer and the Employer's Agency or Designated Producer of record. Ten (10) calendar days advance notice to the Bureau and the Employer is required before cancellation for non-payment of premium can be effective. For all other cancellations, thirty (30) calendar days advance notice to the Bureau of Compliance and the Employer is required before the cancellation can be effective. The thirty (30) calendar days advance notice of cancellation requirement can be waived only when the Insured is out of business, no longer has employees requiring coverage, has coverage placed voluntarily, or has sold its business.

If a policy cancellation notice is rescinded, the Service Provider shall make the appropriate filing with the Bureau of Compliance.

Upon cancellation of a policy, unearned premium shall be returned to the policyholder, and final earned premium shall be calculated:

q. on the basis of a final audit; or

r. if the final audit cannot be conducted within seventy-five (75) calendar days after the effective date of expiration or of cancellation, on a pro rata basis determined by the Service Provider's best estimate, provided the Policyholder shall pay no less than the minimum premium applicable to the governing classification.

12. Reinstatements or Rescissions of Cancellation Notices

Request for reinstatement or rescission of a cancellation notice must be accepted or denied and communicated to the Insured and the Insured's Agency or Designated Producer of record within seven (7) calendar days after receipt of request, receipt of funds satisfying the premium obligation, or receipt of the item correcting the fault.

The Service Provider shall reinstate a policy without a lapse of coverage if the basis for cancellation is corrected before the cancellation is to take effect. If the basis of cancellation is corrected after the cancellation has taken effect, the Service Provider shall instruct the Employer to reapply to the FWCJUA for coverage, and shall be subject to the same eligibility requirements.

If a reinstatement without a lapse is warranted, the Service Provider shall make the appropriate filing with the Bureau of Compliance clearly indicating the effective coverage period.

13. Certificates of Insurance

FWCJUA Authorized Agencies and their Designated Producers shall utilize the ***Certificate of Insurance*** issuance system located on the FWCJUA's website, www.fwcjua.com, to generate certificates of insurance without extraordinary remarks (e.g., identifying employees by name or a specific job-site) for all in-force coverage.

Certificates of Insurance shall be issued by the Service Provider within five (5) calendar days after receipt of request provided the Service Provider has issued the policy. If more immediate issuance is required for a certificate requiring extraordinary remarks, the Service Provider may, at its discretion, grant the Policyholder's Agency or Designated Producer of record permission to issue the specific certificate of insurance with the extraordinary remarks outside the FWCJUA's ***Certificate of Insurance*** issuance system. If extraordinary remarks are not required on the certificate, the Service Provider may recommend that the Policyholder's Agency or Designated Producer of record utilize the FWCJUA's ***Certificate of Insurance*** issuance system to generate the required certificate.

If the Service Provider receives a request for the issuance of a certificate of insurance requiring extraordinary remarks prior to policy issuance, but subsequent to the receipt of the binder, the Service Provider shall either issue the requested certificate of insurance within five (5) calendar days after receipt of request or, at its discretion, grant the Employer's Agency or Designated Producer of record permission to issue the specific certificate of insurance with the extraordinary remarks outside the FWCJUA's ***Certificate of Insurance*** issuance system. If extraordinary remarks are not required on the certificate, the Service Provider may recommend that the Policyholder's Agency or Designated Producer of record utilize the FWCJUA's ***Certificate of Insurance*** issuance system to generate the required certificate.

If the Service Provider receives a request for the issuance of a certificate of insurance requiring extraordinary remarks for a binder which it has not yet received, the Service Provider shall refer the request to the FWCJUA. If extraordinary remarks are not required on the certificate, the Service Provider shall recommend that the Policyholder's Agency or Designated Producer of record utilize the

FWCJUA's ***Certificate of Insurance*** issuance system to generate the required certificate.

The Service Provider shall send notice to the certificate holder of policy cancellation as well as reinstatement or rescission of the cancellation notice.

14. Billing and Collection of Premium

The Service Provider shall segregate the various types of deposit and advanced premiums defined in the FWCJUA Operations Manual as well as properly applying and reporting them at time of issuance, cancellation, change, audit and renewal.

a. Billing Procedures:

(1) Billing Statements: Billing statements for additional premium of $100 or greater shall be mailed within fourteen (14) calendar days of recording in the Service Provider's records. Billing statements shall include a clear explanation of the bill and specific information on how the Insured may dispute the billing determination. The billing must require payment to be postmarked within thirty (30) calendar days from date of billing or earlier, if required by statute. Billing statements for less than $100 will not be required to be billed, excluding final billing, until the cumulative amount of premium due for a single policy period equals or exceeds $100.

(2) Collection Attempts: At least one written follow-up collection attempt must be made in addition to the initial billing within the stated forty-five (45) calendar day billing cycle. In addition, a documented telephone call to the Insured must be made on all accounts with an outstanding premium balance of $2,500 or more. Additional collection attempts may consist of billings, further telephone contacts, cancellation notices, or other procedures that demand payment by the forty-fifth (45th) calendar day of the mailing of the initial billing.

(3) Cancellation: If the amount due is not received or postmarked within forty-five (45) calendar days of the initial billing, a notice of cancellation shall be issued within five (5) working days of the end of the 45-day billing cycle, unless the Service Provider and the Insured have agreed to a payment plan in writing, or unless the Insured has notified the Service Provider of a dispute. Copies of the notice of cancellation will be provided to the Bureau of Compliance, the Employer and the Employer's Agency or Designated Producer of record.

(4) Return Premium: Statements and return premium checks shall be mailed within fifteen (15) calendar days of recording in the Service Provider's records. Return premium checks shall be made payable to the Insured, unless directed otherwise by a valid power of attorney on file with the Service Provider. Return premium checks shall be payable on the gross amount of the return premium and shall be mailed to the payee. A bill for the unearned agency producer fee may be sent to the Agency or an offset shall be made against other agency producer fees due to the same Agency from the Service Provider on other FWCJUA business.

b. Collection Procedures:

(1) Delinquent Accounts of $1 -$99: Pursuit of collections is at the Service Provider's discretion.

(2) Delinquent Accounts of $100 and over: The Service Provider shall diligently pursue collection of such delinquent accounts for no more than ninety (90) calendar days from the last calendar day of the month in which the final audit billing was sent, or thirty (30) calendar days from the date of receipt of the last payment received on the account. After that time, the Service Provider shall place all uncollected delinquent accounts of $100 and over with a collection agency designated by the FWCJUA.

(3) Debts on Prior Policies: When an Insured has a current policy and a delinquent prior policy, the Service Provider will refer the Insured's entire account to the collection agency designated by the FWCJUA within ninety (90) calendar days from the date the second policy is cancelled; provided that the time elapsed between the final audit billing on the delinquent policy and the date of cancellation on the current policy does not exceed sixty (60) calendar days, or the time elapsed between the date of last payment on the delinquent policy and the date of cancellation of the second policy does not exceed sixty (60) calendar days.

15. Audits

The Service Provider shall conduct audits in accordance with the standards set forth below and the procedures referenced under Section 440.381(3), Florida Statutes, that requires the auditor as well as the Employer or officer of the corporation to sign and print their names on the audit document and attach proof of identification to the audit.

Upon the failure of the Insured to return voluntary audit requests or the refusal to cooperate in completing a physical audit, the Service Provider may reasonably estimate payroll and charge up

to a maximum of three (3) times the most recent estimated annual premium in accordance with Section 440.381(8), Florida Statutes, for purposes of determining the final premium subject to the following conditions:

a. The Service Provider must make two good faith efforts to obtain the voluntary audit report or complete the physical audit.

b. The Service Provider must document the audit file regarding the above attempts to obtain the required audit information.

c. After two good faith attempts to obtain records, the Service Provider shall send a letter by certified mail to the Insured advising of the specific records that are required as well as the premium that will be charged, if the Insured continues to refuse access to the records. A cancellation notice for the renewal policy will be issued. The cancellation notice may be rescinded if the audit is performed and the Insured complies with the terms and results thereof.

If the auditor is refused physical entry or during the course of the physical audit the auditor is denied access to essential records, a $500 penalty may be imposed on the Insured in accordance with Section 440.381(5), Florida Statutes. The $500 penalty may be imposed only if the Service Provider has incurred actual travel expenses and the Insured was made aware of the potential penalty in writing when access was denied. Denial of access to records by the Insured's Agency or Designated Producer of record or any other representative of the Insured shall be considered the same as denial by the Insured.

Audits shall be conducted according to the following standards:

d. **Timeliness:** Payroll audits shall be completed and recorded on the Service Provider's records, and the final billing or return premium mailed, no later than seventy-five (75) calendar days after the cancellation or expiration of the policy.

e. **Preliminary Physical Audits:** The Service Provider shall conduct preliminary physical audits on all new policies:

(1) insuring Policyholders engaged in providing employees or workers through Employee Leasing Arrangements, Temporary Help Arrangements, or Staffing Arrangements;

(2) producing an estimated annual premium of $50,000 or more;

(3) producing an estimated annual premium between $10,000 and $49,999 and having the special category classification codes specified below; and

Special Category	Applicable Class Code
Amusements	9016
Auto Sales/Service	8380, 8393, 8748
Charitable Organization	8864,8842
Coal Mine*	All Classes
Construction/Carpentry/Masonry	All Classes
Convalescent,Nursing Home	8829, 8841, 8825, 8824
Farm Related	0016, 0036, 0037, 0050
Food Service/Restaurants	9082,9083,9084
Fuel Related/Oil/Gas/Energy	All Classes
Health Care	8829, 8841, 8835, 8833
Janitorial	All Classes
Landscaping	0042
Logging/Lumbering	All Classes
Millwright Work	3724
Plumbing	5183
Roofing	5551
Salesperson—Outside	8742
Security Services	All Classes
Sheet Metal Work	5535
Stores—Wholesale	8018
Trucking	All Classes
Welding or Cutting	3365

* Combine coal mine and occupational disease premium on Class codes 1005, 1009, and 1016.

(4) producing an estimated annual premium between $5,000 and $9,999 and having the special category classification codes specified below:

Special Category Applicable Class Code	
Carpentry, Detached Dwelling	5645
Carpentry, Installation of Cabinet Work	5437
Carpentry	5645, 5403
Carpentry, 3 Stories or less	5651
Carpentry, NOC	5403
Concrete or Cement Work	5221
Concrete Construction	5213
Contractor — Executive Supervisor	5606
Convalescent/Nursing Home	8829, 8841, 8825, 8824
Excavation	6217
Insulation Work	5479
Logging/Lumbering	2702, 2710
Masonry, NOC	5022
Painting or Paper Hanging	5474
Plumbing	5183
Roofing	5551
Sheet Metal Work	.5535
Trucking NOC	7219
Wallboard Installation	5445

(5) whenever warranted based upon sound underwriting judgment or as directed by the FWCJUA; and

(6) within seventy-five (75) calendar days of the endorsement issuance date, if a policy issued at a premium level below the preliminary physical audit requirements is subsequently endorsed within ninety (90) calendar days of the policy effective date to a premium level requiring a preliminary physical audit.

The Service Provider shall complete such preliminary physical audits within ninety (90) calendar days of each policy's effective date or receipt of assignment by the Service Provider from the FWCJUA, whichever is later. However, to allow more time for certain seasonal businesses to mature, the Service Provider, in its discretion, may extend this time frame up to one hundred eighty (180) calendar days in order to obtain a more accurate audit.

f. Final Physical Audits: The Service Provider shall conduct final physical audits as indicated below with a final mail audit to be completed for all other policies not covered below:

(1) on all policies producing an estimated annual premium of $4,000, regardless of governing classification code;

(2) on all policies producing an estimated annual premium of $3000 to $3,999 at least once every three years;

(3) on all policies, regardless of premium range, with a governing classification code of 2702, 2710, 5022, 5403, 5437, 5445, 5474, 5551, 5606, 5645, 6217, 7219, 8829, 8835, 8842, 8864;

(4) on all policies, regardless of premium range, for employers engaged in Employee Leasing Arrangements, Temporary Help Arrangements, or Staffing Arrangements;

(5) on all new business policies, regardless of premium range, having construction classification codes;

(6) on all policies, regardless of premium range, with a loss ratio of 120% or greater the first year the policyholder qualifies and thereafter subject to the Service Provider's determination whether such audit is unnecessarily repetitive;

(7) whenever requested by the FWCJUA;

(8) whenever requested by the Policyholder, unless such request is unnecessarily repetitive; and

(9) whenever otherwise warranted by the Service Provider's evaluation of the type of business, or by questions concerning the amount of exposure, the accuracy of classifications, or the reliability of previous mail or physical audits.

Records examined during the physical audit shall include:

(10) Employer's Quarterly Report (RT-6) forms;

(11) Federal reports of employee income;
(12) Payroll records;
(13) Cash disbursement journals;
(14) Other acceptable accounting records;
(15) Certificates of insurance covering subcontractors;
(16) Independent contractor documents;
(17) Employee Leasing Company, Staffing Company and/or Temporary Help Company client agreements; and
(18) Any other records necessary to establish premium or assign classifications.

g. Physical Audits Not Performed: Mail audits are permitted only where a physical audit is not required. Adequate documentation shall be maintained in file. The Service Provider shall initiate a diligent effort to obtain the most recently filed four RT-6 quarterly reports or equivalents from the Policyholder on all mail audits to assess the reasonableness of the reported payroll. A diligent effort will be defined as at least one documented attempt including telephone requests, mail requests, or other procedures that demand submission of the RT-6 quarterly reports or equivalents subsequent to the initial request. The Service Provider should also utilize the FWCJUA Employment and Wage Information Release Agreement (FWCJUA 04 03) executed by the Employer at application to obtain information directly from the Florida Department of Revenue regarding the Employer's employment and wage information. If there is reason to doubt the accuracy of the exposure base as reported by the Policyholder and a physical audit is resisted, the Service Provider shall initiate cancellation and cancel the policy in accordance with Florida law.

For preliminary or interim audits, the Service Provider will initiate cancellation procedures in accordance with Florida law for violation of policy provision if after at least two good faith attempts at contact by the Service Provider, one of which must be by mail, the Policyholder fails to provide access to all its records. Adequate documentation regarding the two attempts at contact must be maintained in file.

For final audits, after the first refusal, or non-responsiveness on the Insured's behalf, the second notice must be for the final audit of payroll records and preliminary audit of current policy. A third attempt (second for the preliminary audit) must be for the final audit of payroll records and the preliminary audit of the current policy. Adequate documentation regarding the three good faith attempts at contact must be maintained in file. If the Policyholder continues to refuse access, the Service Provider shall initiate cancellation procedures on the current policy in accordance with applicable Florida law for violation of policy provision. If there is not current coverage, the Service Provider shall notify the FWCJUA of the insured's non-compliance after the second attempt.

The FWCJUA may, from time to time, alter the specific audit requirements based upon the nature of the business being written.

16. Loss Control and Safety

The Service Provider shall provide Policyholders with loss control, safety and industrial hygiene surveys, consultations, and related services in conformance with generally accepted insurance industry practices and the specifications provided below.

It is recognized that providing loss prevention services does not warrant or promise, expressly or otherwise, to the FWCJUA, Policyholder, or other persons, that any Employer's place of business is free of risk either as to those items specifically surveyed or in general. Each Policyholder shall retain and exercise sole responsibility for the institution and administration of its safety and health programs.

a. Loss Prevention Services to be Provided:

(1) The Service Provider shall notify the Policyholder and the Policyholder's Agency or Designated Producer of record in writing, at time of policy issuance:
(a) of the requirement that participation in the FWCJUA safety program is mandatory and provide materials regarding the safety program including standardized, industry-specific safety and loss control practices to which the Policyholder must comply;
(b) that failure to demonstrate substantial evidence of compliance or intent to comply with the safety program may result in disqualifying the Employer from eligibility within either certain rating tiers or the FWCJUA, thereby resulting in the cancellation of the Employer's policy;
(c) of available loss prevention services and safety information, including Service Provider contacts and instructions for obtaining services and information;
(d) of the requirement to report all claims promptly through the toll-free telephone reporting mechanism and to cooperate with the Service Provider in the investigation and settlement of claims; and

(e) to comply with the FWCJUA Managed Care Arrangement including directing all injured workers to a Managed Care Arrangement (MCA) physician in the general geographic area where same is available.

(2) Each Policyholder may request reasonable loss prevention services from the Service Provider regardless of its size or operations.

(3) The Service Provider shall provide appropriate consultation regarding accident prevention programs, accident trends, safety seminars, safety literature and other administrative aids that will support the loss prevention efforts of the Policyholder.

(4) A minimum of one consulting survey for each single- and multiple-location Policyholder, subject to Timing and Procedures (4)(a), (4)(b), and (4)(c) below, with estimated annual premium greater than $25,000. If no critical or important recommendations are made and the risk does not qualify for loss prevention services for any other reason other than premium, then a follow-up consulting survey for both single and multiple locations must be performed once every three years, unless the Service Provider, in its professional judgment, deems it otherwise necessary.

(5) A minimum of one consulting survey for each single- and multiple-location Policyholder, subject to Timing and Procedures (4)(a), (4)(b), and (4)(c) below, with estimated annual premium between $10,000 and $25,000, and a governing class code represented by the following list. If no critical or important recommendations are made and the Employer does not qualify for loss prevention services for any other reason other than premium and governing class code, then a follow-up consulting survey for both single and multiple locations must be performed once every three years, unless the Service Provider, in its professional judgment, deems it otherwise necessary.

List of Governing Codes									
0037	1624	3507	5022	5474	6834	7317F	7855	8826	9083
0042	1741	3574	5037	5506	6836	7350F	8018	8829	9088
0050	1803	3632	5040	5535	6854	7370	8021	8831	9156
0083	1852	3724	5057	5551	6872	7403	8031	8832	9170
0106	2095	3821	5059	5610	6874F	7420	8215	8833	9178
0401	2702	4420	5069	5645	6882	7422	8227	8835	9180
1164	2710	4511	5183	5651	6884	7425	8265	8842	9186
1165	2714	4581	5190	6204	7038	7431	8279	8864	9403
1320	2802	4583	5213	6217	7050	7539	8288	8868	9410
1322	2883	4635	5348	6235	7090	7515	8292	9014	
1430	2916	4771	5403	6251	7098	7610	8293	9015	
1438	3030	4828	5437	6252	7099	7705	8380	9016	
1472	3081	4829	5445	6319	7309F	7720	8824	9082	

(6) A minimum of one virtual/telephonic consulting survey for each single- and multiple-location Policyholder, subject to Timing and Procedures (4)(a), 4(b), 4(c) below with a Tier 2 assignment and estimated annual premium between the maximum minimum premium and $9,999, and a governing class code represented by the List of Governing Codes in (5) above. If no critical or important recommendations are made and the Employer does not qualify for loss prevention services for any other reason than a Tier 2 assignment, premium size and governing class code, then a follow-up consulting survey for both single and multiple locations must be performed every three years, unless the Service Provider, in its professional judgment, deems it otherwise necessary.

(7) For any Policyholder not meeting the above criteria, the Service Provider shall develop written procedures to compare claim frequency with policy premium size during the course of the policy period. If the Service Provider determines a survey is necessary or at the direction of the FWCJUA, the survey shall be completed within one hundred fifty (150) calendar days of the determination.

(8) Provide at least one on-site loss prevention survey to any new business Policyholder whose operations consist of diving or the handling of explosives, fireworks or ammunition. A follow-up consulting survey must be performed every three years, unless the Service Provider, in its professional judgment, deems it otherwise necessary

(9) Provide at least one on-site loss prevention survey to any Policyholder with a final experience modification of 1.40 or greater for any Policyholder with an estimated annual premium of $3,500 or greater. The on-site loss prevention survey must be provided the first year a Policyholder qualifies. Subsequent surveys for experience modifications must be provided only once every three years.

b. Timing and Procedures:

(1) When a Policyholder requests loss prevention assistance, the Service Provider shall contact the Policyholder within seven (7) calendar days of the receipt of request and shall complete the survey within forty-five (45) calendar days from the date of contact.

(2) If the policy meets the above mandatory loss prevention survey eligibility criteria, the survey shall be completed within one hundred fifty (150) calendar days of policy effective date or within sixty (60) calendar days of receipt of assignment, whichever is later.

(3) If the policy subsequently meets the eligibility criteria, within one hundred eighty (180) calendar days of policy effective date, based upon an endorsement to the policy, the survey is to be completed within ninety (90) calendar days of the endorsement issuance date or within one hundred fifty (150) calendar days of the policy effective date, whichever is later.

(4) For any Policyholder meeting the criteria above with multiple locations, the Service Provider shall conduct a minimum of one consulting survey at the following locations to be completed within one hundred fifty (150) calendar days of policy effective date for locations known at policy issuance or within ninety (90) calendar days from identification of any new location not known at policy issuance:

(a) Each location meeting the criteria in Loss Prevention Services to be provided (4) and (5) above.

(b) If the total annual premium meets the criteria in Loss Prevention Services to be provided (4) and (5) above, but no single location meets the criteria, survey the principal location; and

(c) If the total annual premium does not meet the criteria in Loss Prevention Services to be provided (4) and (5) above, survey the principal location of the Policyholder.

(5) Loss prevention is to be provided only for active job sites meeting the requirements for a consulting survey unless:

(a) A job site does not have to be visited if there are no active job sites or the policyholder is transient in nature, within one hundred fifty(150) calendar days of the policy effective date. An office or telephone visit to review operations will suffice until the job site becomes active.

(b) If the Policyholder is seasonal in nature and there are no active facilities or job sites within one hundred fifty (150) calendar days of the policy effective date, the survey shall be performed during the policy period.

(6) Adequate documentation of all scheduling attempts and survey completion shall be maintained in file.

(7) For any Policyholder subject to loss prevention services due to claim frequency within the first six (6) months of the policy period, surveys must be completed within one hundred twenty (120) calendar days of the date a policy becomes eligible. For any Policyholder subject to loss prevention services due to claim frequency within the last six (6) months of the previous policy period, surveys must be completed within one hundred fifty (150) calendar days of the renewal effective date.

c. Survey Content: Loss prevention services shall be adequately documented and maintained in file and shall include, but not be limited to:

(1) Definitive analysis of past accident experience to determine causes and trends;

(2) Review of potential Policyholder exposures, specifically identify conditions and operations that could cause loss;

(3) Review and document major elements of Policyholder loss prevention program and activities;

(4) Recommendations for Policyholder control of actual or potential exposures and, where applicable, program activities or management principles;

(5) Description of nature and size of operations, number of locations, and loss potentials for classification and underwriting purposes;

(6) The status of recommendations submitted on prior surveys will be reviewed with the Policyholder during the loss prevention consulting survey. Such review shall be confirmed in writing and shall indicate the status of these recommendations (completed or not) and Policyholder agreement with those recommendations not previously completed.

(7) Additional loss prevention services will be provided where, in the judgment of the Service

Provider or the FWCJUA, they will be effective in reducing losses. These services include:
(a) Assessment of identified occupational disease exposure;
(b) Workstation ergonomic assessments; and
(c) Supervisor safety training materials to supplement insurer training efforts.

(8) Annual documented evaluation of account prior to expiration to determine service activities and needs of the account upon renewal.

d. Recommendations:

(1) Recommendations will be provided to the Policyholder and the Policyholder's Agency or Designated Producer of record in writing within thirty (30) calendar days of completion of the survey. The completion date is defined as the date the survey is performed in the field. Recommendations are defined as follows:
(a) Critical Recommendations: Those recommendations addressing exposures of imminent danger, serious loss potential or continuing losses, which address uncontrolled exposures expected for the type of operation as indicated in Best's Loss Control Manual or other materials or failure to properly or promptly report claims. These recommendations shall be labeled to both the Policyholder and the Policyholder's Agency or Designated Producer of record with notification stating that failure to comply with these recommendations may result in the cancellation of coverage.
(b) Desirable Recommendations: Minor exposures exist but not of pressing importance.

(2) The Service Provider shall follow up at thirty (30) calendar days and at sixty (60) calendar days from the submission of critical recommendations to determine if the Policyholder has implemented or demonstrated substantial evidence of intent to implement reasonable recommendations for purposes of determining the need to cancel the policy.

(3) For desirable recommendations, the Service Provider should use sound underwriting judgment with regard to follow-up.

(4) The Service Provider shall issue a notice of cancellation in accordance with the applicable state laws for violation of the good faith provisions of the FWCJUA and or regulations if:
(a) After sixty (60) calendar days but no later than ninety (90) calendar days from submission of critical recommendations, the Policyholder has failed to implement or demonstrate substantial evidence of intent to implement; or
(b) After at least two good faith attempts at contact by the Service Provider, one of which must be by mail, the Policyholder fails to afford reasonable access to its operations within thirty (30) calendar days of the last attempt.

17. Claims Administration

The Service Provider shall be responsible for the handling of claims in conformance with generally accepted insurance industry practices, Florida law, and according to the following minimum performance standards and specifications.

a. Recording: The Service Provider shall screen all reports of injuries upon receipt. A file shall be established for each reported claim, and each claim shall be assigned to a qualified adjuster within one (1) working day of receipt.

b. Lost Time Claims: For lost-time accidents, the Service Provider shall initiate personal or telephone contact with the primary parties involved within one (1) working day from the time assigned. Such accidents shall be investigated promptly as to the severity of injury, the potential extent of disability, compensability, jurisdiction, and/or liability. The insured shall be advised of the requirement to work with the Service Provider in identifying a return to work opportunity.

c. Investigations: The Service Provider's investigation of claims shall be substantially completed within thirty (30) calendar days after receipt of notice of the injury. Unless inappropriate, investigations shall include, without limitation: timely contact with the injured employee, the employer and witnesses to verify details of the accident; timely contact with the treating medical provider(s) to determine history, diagnosis, treatment, prognosis, return-to-work date, and causal relationship; verification of the average wage; and preparation of a summary report covering items of coverage, accident description, date of injury and first report, liability and medical investigation, subrogation potential, compensability judgment, and recommendations for future handling of the claim.

d. Reserving: The Service Provider shall establish timely and accurate estimates of the amounts expected to be paid for each reported accident. The Service Provider shall revise estimates promptly to reflect additional information received concerning the status of a claim; employ tables authorized by law and/or prescribed by the Board in setting estimates on claims; and examine estimates for accuracy on an ongoing basis, or when requested by the FWCJUA, modifying such estimates as necessary. The Service Provider shall also establish and maintain estimates of the

outstanding incurred but not reported (IBNR) liability of the FWCJUA arising from policies issued by the Service Provider. IBNR estimates shall be consistent with sound actuarial principles.

e. Denial of Liability: If denial of compensability is, in the Service Provider's judgment, warranted, the Service Provider shall provide, in accordance with Florida law, prompt notice thereof to the proper parties, including administrative filings where required. The Service Provider shall provide a vigorous defense against non-meritorious claims. All medical bills shall be screened as to the reasonableness of charges and the necessity of treatment. Where questions of liability or reasonableness exist, the Service Provider shall contact the medical provider promptly to explain why payment has not been made, and inform the provider of the time expected to be necessary for completing the investigation. In evaluating the reasonableness of charges and the necessity of treatment, the Service Provider shall consult appropriate reference materials including but not limited to cost surveys, peer review panels and other sources of treatment expertise.

f. Supervision of Recovery: Insofar as appropriate in each case, the Service Provider shall supervise and arrange for the provision of the most appropriate medical and rehabilitation services on behalf of each Policyholder. The Service Provider shall take such actions as it considers fitting to ensure the promptness, quality and comprehensiveness of health care, for the soonest possible return to health and work by the employee. Such actions shall include, as appropriate: continuing contact with and active liaison among the employer, the injured worker, the medical provider(s), and the rehabilitation provider(s); obtaining independent medical examinations where there are questions of disability, causal relationship, or treatment, or where reports from the treating provider are not forthcoming; if necessary, making activity checks consistent with the length of disability; if return to work appears medically not feasible or otherwise unlikely, exploring the feasibility of return to modified or light work duties consistent with medical restrictions; including advising the insured of the requirement to work with the Service Provider in identifying a return to work opportunity; and arranging occupational rehabilitation in the form of job placement, modified work, alternative work, or schooling, in compliance with Florida statutes and rules.

g. Medical Cost Control: The Service Provider shall:

(1) screen all medical bills to ensure reasonableness and necessity of charges;

(2) where no questions of liability or reasonableness exist and physician reports have been received, pay all bills within thirty (30) calendar days and in a manner consistent with the requirements of Florida law;

(3) where questions of liability or reasonableness exist, notify the medical vendor, explaining the reasons for the need for further information or investigation; and

(4) for reference, use fee schedules, relative value studies and/or professional medical cost surveys in accomplishing the foregoing.

h. Settlement: The Service Provider may settle contested claims in conformance with Florida law and in a manner consistent with the best interests of the FWCJUA. To the extent settlement of a claim is in the best interests of the FWCJUA, settlement negotiations shall be conducted promptly after completion of the claim investigation. Except as otherwise provided herein, the Service Provider shall use its discretion to resolve contested claims by trial, by hearing or informally. The Service Provider shall base all settlements on sound claims judgment consistent with liability and medical evidence developed in the case. Upon concluding any settlement, the Service Provider shall post the file with a settlement report which adequately and accurately explains the basis of the settlement and the propriety of the amounts paid. The Service Provider shall prepare all settlement agreements, forms and legal documents necessary to the settlement of claims. The Service Provider shall ensure that all cases are prepared prior to conference, hearing, or trial, and shall be completely prepared in the areas at issue, such as coverage, liability, or medical issues. Additionally, the Service Provider shall have available all necessary lay and professional witnesses or their depositions, and if the extent of disability and/or permanency are at issue, have available reports, opinions and/or witnesses ready for testimony or deposition. In no event shall the Service Provider settle any claim for an amount in excess of Fifty Thousand Dollars ($50,000) without prior consent of the FWCJUA.

i. Payment: Where the FWCJUA is liable, the Service Provider shall make compensation, medical and rehabilitation payments promptly, and in conformance with the requirements of Florida Statutes and rules promulgated thereunder.

j. Legal: The Service Provider shall utilize legal counsel in the defense and settlement of claims in accordance with sound industry practices and in a manner consistent with such policies as

may from time to time be established by the Board. The Service Provider shall endeavor to avoid unnecessary involvement of legal counsel at the expense of the FWCJUA. FWCJUA designated legal firms shall be used by the Service Provider.

18. Agency and Designated Producer Relations

The Agency and the Producer must be jointly and properly authorized by the FWCJUA in order to assist an Employer, as the agent of the Employer, in applying for coverage with the FWCJUA and in continuing coverage under the FWCJUA. For policies with an authorized Agency and Designated Producer of record, the Service Provider shall keep the Agency or Designated Producer informed of the status of the policy and consult with the Agency or Designated Producer as is customary and appropriate in the insurance industry.

a. Information: The Service Provider shall provide the Agency or the Designated Producer of record with copies of offers to renew, all information unique to the policy in force, notice of cancellation, and any other correspondence or filings where it is customary and appropriate that the Agency or Designated Producer be informed.

b. Change of Agency and/or Designated Producer: The Service Provider shall forward all requests to change the Agency and Designated Producer of record to the FWCJUA for handling.

c. Agency Producer Fee: The Service Provider shall pay an agency producer fee to the Agency of record, if any, on all FWCJUA policies issued in accordance with the FWCJUA operating procedures. The agency producer fee shall be paid to the Agency within thirty (30) calendar days from the premium payment.

d. Return Agency Producer Fee: If the final premium adjustment results in a return premium to the Policyholder and a return agency producer fee from the Agency, the Service Provider shall draft a check to the Policyholder for the full amount of the return premium due and forward the check to the Policyholder, and obtain from the Agency, a refund of the return agency producer fee due or offset the amount of the return agency producer fee due against the other payments owed to the Agency.

19. Policyholder Relations

The Service Provider shall provide each Policyholder with information which is reasonably sufficient to enable the Policyholder to understand and exercise its rights and obligations under the policy.

a. Initial Information: At the time of each policy issuance, the Service Provider shall provide each Policyholder with information which clearly describes:

(1) The procedure for reporting claims;

(2) The terms of payment applicable to the policy;

(3) The procedure for auditing payroll and billing or refunding based on final audit;

(4) The requirement that participation in the FWCJUA Managed Care Arrangement (MCA) is mandatory and provides materials regarding the managed care arrangement. The managed care package shall contain information on the Managed Care Arrangement and a Provider directory;

(5) The requirement that participation in the FWCJUA safety program is mandatory and provides materials regarding the safety program including standardized, industry-specific safety and loss control practices to which the Policyholder must comply; that the failure to demonstrate substantial evidence of compliance or intent to comply with the safety program may result in disqualifying the Employer from eligibility within either certain rating plans or the FWCJUA, thereby resulting in the cancellation of the Employer's policy; and the available loss control services and safety information, including instructions for obtaining services and information;

(6) The fact that the FWCJUA issues assessable policies to Tier 3 Policyholders and that subject to verification by OIR, the FWCJUA may levy assessments against Insureds in Tier 3 on a pro-rata-earned-premium basis, to fund any deficits that exist in that Tier; and that participants in Tier 3 may be assessed more than once, and any assessment may be made either while the Tier 3 policy is in effect or at any time after the Tier 3 policy is no longer in effect; and further that assessments levied against Tier 3 participants shall cover only the deficits attributable to Tier 3 and may not be offset by any surplus generated within Tier 1 or Tier 2 regardless of whether the Employer was ever a participant in another subplan; and that assessments levied against Tier 3 participants shall cover only the deficits attributable to Tier 3 and may not be offset by any surplus generated within Subplan "A," Subplan "B", Subplan "C", Tier 1, or Tier 2 regardless of whether the

Employer was ever a participant in another subplan or Tier;

(7) The requirement that the Employer's application must be updated monthly to reflect any changes in the application information by reporting any changes in writing promptly to the Service Provider by email to arwc@travelers.com or by mail to Travelers at P.O. Box 5600, Hartford, CT 06102-5600.

(8) The reporting requirements for a Temporary Help Company to ensure that the Temporary Help Company understands the implications should their operations shift to either Employee Leasing and/or Staffing, given Employee Leasing Companies and Staffing Companies are required to be written on a Multiple Coordinated Policy (MCP) basis in the FWCJUA.

(9) The Employer's duties and responsibilities under an FWCJUA policy.

(10) Any other information which, in the judgment of the Service Provider, or the FWCJUA, would be helpful to the Policyholder; and

(11) The procedure for obtaining answers to any questions the Employer may have about its rights or obligations under the policy.

b. Special Issues: The Service Provider shall prepare literature which clarifies or explains in detail certain issues where Policyholders' misunderstandings are common, or which would significantly promote the interests of the FWCJUA. Such literature may include:

(1) instructions concerning the record keeping necessary for accurate payroll reporting;

(2) explanations of work classifications, experience modifications, rating, payroll estimation, and similar issues;

(3) information regarding subcontractors and independent contractors; and

(4) any other issues which the Service Provider, FWCJUA, Legislature or Office of Insurance Regulation considers commonly misunderstood or inadequately understood, and the correction of which would significantly promote the interests of the FWCJUA.

The Service Provider shall distribute such literature to Employers which it considers may benefit significantly from it, and shall make reasonable and appropriate revisions to such literature at the request of the FWCJUA or the Office of Insurance Regulation.

c. Loss/Premium Report: The Service Provider shall, within thirty (30) calendar days, comply with the reasonable written request of a Policyholder for a written statement concerning its losses and/or premiums under a current or recent policy administered by the Service Provider.

20. Market Assistance Plan (MAP)

The Service Provider is required to support the FWCJUA MAP activities, to include preparing MAP reports and utilizing any programs introduced by the FWCJUA to ensure market assistance during the renewal process. The Service Provider is not permitted to utilize FWCJUA data that is not accessible through the MAP for its own marketing purposes with regard to its own FWCJUA depopulation strategies.

21. Fraud

The FWCJUA is committed to the prevention, detection, investigation, reporting, and prosecution of insurance fraud. The Service Provider shall have in place and operational an Anti-Fraud Plan that is in compliance with section 626.9891(1) of the Florida Statutes and consistent with the FWCJUA's Anti-Fraud Plan.

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PART FOUR — AGENCY AND DESIGNATED PRODUCERS

A. ELIGIBILITY

An Agency is generally responsible for the acts and omissions of its Agents-In-Charge, Designated Producers, CSRs, Online Administrator and Online Admin Assistants ("Agency Representatives"). Accordingly, an Agency must ensure that its Agency Representatives comply with and satisfy all duties and responsibilities arising under this Manual, regardless of whether this Manual expressly states that the duty or responsibility is applicable to the Agency. In addition, Agents-In-Charge and Designated Producers must ensure that the Agency and CSRs comply with and satisfy all duties and responsibilities arising under this Manual, regardless of whether this Manual expressly states that the duty or responsibility is applicable to an Agent-In-Charge or a Designated Producer.

No Designated Producer or Agency may submit Applications for Coverage to the FWCJUA or directly or indirectly receive compensation in connection with business written by the FWCJUA unless the Designated Producer and his or her affiliated Agency jointly enter into and maintain an Agency Producer Agreement with the FWCJUA. To be eligible to become an authorized Agency and Designated Producer, the following minimum standards, plus any others established by the Board, must be met:

1. The Agency must maintain errors and omissions insurance or professional liability insurance issued by an insurer authorized to do business in Florida covering all Agency Representatives and other Agency employees in an amount not less than $500,000 per occurrence.
2. Each location of the Agency must be duly licensed and/or registered with the Florida Department of Financial Services, Division of Agent and Agency Services.
3. Each Designated Producer and Agent-in-Charge must be an individual licensed by the Florida Department of Financial Services as a Resident General Lines (2-20) or Non-Resident General Lines (9-20) insurance agent authorized to solicit, negotiate and effectuate workers compensation insurance.
4. Each Designated Producer must be appointed as an insurance agent of an insurer actively writing workers compensation and employers liability insurance in the voluntary market in the state of Florida, pursuant to a certificate of authority issued by the Florida Office of Insurance Regulation.
5. The Agency, its Agents-In-Charge and each of the Agency's Designated Producers must enter into an Agency Producer Agreement with the FWCJUA. The initial term of the Agreement is two (2) years, and the Agreement will be automatically renewed and continue in force for successive two (2)-year periods unless the Agreement is terminated earlier pursuant to its terms. A copy of the Agency Producer Agreement may be found in Part Seven of this Manual.
6. The Agency, each of its Designated Producers, and any Affiliated Person to the Agency or Designated Producers may not have any outstanding obligations for workers' compensation on previous insurance or indebtedness to the FWCJUA or any admitted carrier in the state of Florida. For purposes of this Part Four, Section A, the term "Affiliated Person", as defined in this Operations Manual and section 627.311(5)(t), Florida Statutes, shall also include Customer Service Representatives and Agents-In-Charge.

For information on how to submit an Agency and Designated Producer authorization request along with specifics regarding the authorization requirements, please refer to the Agency tab at www.fwcjua.com. The Agency will be required to designate an Online Administrator at the time of its authorization request. Through the FWCJUA Portal, the Agency's designated Online Administrator will be responsible for promptly reporting any changes to the Agency's information provided in the Agency Producer Agreement including, but not limited to, the Agency's ownership and Agency Representatives as well as the respective contact information for the Agency, its authorized locations and each such individual. Annually, the Online Administrator will also be asked to provide the FWCJUA with an update on the Agency's Errors & Omissions (E & O) insurance or professional liability insurance. The Online Administrator will be permitted to designate Online Admin Assistants that will have the same abilities as the Online Administrator to modify Agency information with the exception of designating and deactivating other Online Admin Assistants. Failure of the Agency to maintain a current Online Administrator with valid email may result in the termination of the Agency's authorization with the FWCJUA. To update an Online Administrator, please refer to the Agency tab at www.fwcjua.com.

The FWCJUA regularly communicates with Agencies and their personnel identified in the Agency Producer Agreements via emails and broadcast bulletins. It is the responsibility of authorized Agencies and their Agency Representatives to ensure that such FWCJUA communications can be delivered to their email inboxes.

The Agency Producer Agreement may be amended from time to time by the FWCJUA, in which case the Agency will be provided thirty (30) calendar days' notice of such amendments. The Agency or its Designated Producers may reject the proposed amendment by providing written notice of termination to the FWCJUA prior to the effective date of the amendment, in which case the Agreement shall terminate on and as of the

effective date of the amendment unless an earlier termination date is requested in the notice of termination. If the FWCJUA does not receive a notice of termination prior to the effective date of an amendment, then the amendment to the Agreement shall become effective on the date specified in the notice of amendment. In lieu of the amendment process, the FWCJUA in its discretion may elect to require certain amendments to the Agreement to be executed by the Agency, its Agents-In-Charge, and the Agency's Designated Producers after providing at least thirty (30) calendar days' written notice prior to the effective date of the proposed amendment. If the FWCJUA does not receive the executed amendment from the Agency, its Designated Producers, or its Agents-In-Charge prior to the effective date of the proposed amendment, then the Agreement shall automatically terminate as of the effective date of the proposed amendment.

The Agency identified on the original Application for Coverage and its Designated Producer who signed the original Application for Coverage will remain as the Agency and Designated Producer of record unless a change is properly requested by the Policyholder. Please refer to the Change of Agency and/or Designated Producer procedure found in Part Four, E of this Manual.

B. DUTIES AND RESPONSIBILITIES

1. To assist the Employer in meeting its obligations under the Florida Workers Compensation Law, preferably by securing coverage in the voluntary market. Failing to obtain such coverage, the Agency or its Designated Producer then has the responsibility to assist the Employer in obtaining coverage with the FWCJUA in a prompt and efficient manner. Even if coverage must be placed with the FWCJUA, the Agency or its Designated Producer has a continuing responsibility to try to place the coverage in the voluntary market no less than annually. The Agency or its Designated Producer must explain to the Employer the necessity for securing coverage with the FWCJUA.
2. To notify the Employer, in writing, at the time of application, that the Application for Coverage is being submitted to the FWCJUA and that coverage may be available with another Insurer through another agent at a lower cost.
3. To assist the Employer needing coverage in completing thoroughly and accurately, an Application for Coverage and any other documents that may be required, and in forwarding these promptly to the FWCJUA. This includes explaining to the Employer any and all questions regarding the Application for Coverage as well as providing the Employer with the opportunity to read the Application for Coverage.
4. To review all Applications for Coverage for reasonableness and accuracy, using any available historic information regarding the Employer.
5. To inform the Employer that authorized Agencies and Designated Producers do not have binding authority on FWCJUA Applications for Coverage. Upon receipt of a properly completed Application for Coverage with all required supporting documentation, the FWCJUA shall make an eligibility determination regarding the Employer and shall bind coverage, if appropriate, upon receipt of the correct estimated annual or deposit and/or advance premiums inclusive of the flat fee.
6. To explain to the Employer, at the time of application, that if determined to be eligible and in good faith entitled to FWCJUA coverage, the premium will be calculated using any applicable FWCJUA surcharges. The Agency or its Designated Producer must also notify and explain to the Employer, in writing, the eligibility criteria, applicable rates, applicable surcharges, all premium payment options and assessable feature for each rating tier.
7. To explain to the Employer the classification codes that are used for premium calculations pursuant to Section 440.381(2), Florida Statutes.
8. To explain the Employers obligation to use the Managed Care Arrangement and communicate to Employers that failure to obtain medical treatment from a participating network provider, except in cases of emergency or urgently needed care, may jeopardize the Insured's workers compensation coverage.
9. To assist the Employer in filing all necessary election and/or exemption of coverage forms with the Bureau of Compliance.
10. To promptly report to the appropriate Service Provider all changes in the Employer's name, operations, exposures, employee names, locations, financial condition or other changes which may affect the policy or the services being provided. To keep the policy updated and current by promptly requesting endorsements as required.
11. To promptly notify the FWCJUA if the Employer enters into, revises, or exits an employee leasing or any other staffing arrangement during the policy period.
12. To assist the Employer in securing and submitting any prior loss history and corresponding policy premium as required to determine or confirm tier eligibility.
13. To see that adequate deposit and advance premiums are maintained and encourage the Employer to realistically estimate payroll.
14. To determine what coverages the Employer needs for its Florida operations. To secure such coverage, as available, from the Service Provider, in the voluntary market, or appropriate pools or funds.

15. To promptly forward all premium, assessment, fee, surcharge and penalty payments received from the Employer to the Service Provider to avoid cancellations and lapses in coverage. To encourage the Employer to meet all premium, assessment, surcharge and penalty payments, and, if any, finance company obligations in a timely manner.
16. To advise the Employer in all matters relating to his workers compensation insurance. To request information on the Employer's behalf, as needed, from the Service Provider or the FWCJUA.
17. To promptly refund any excess agency producer fees paid to the Agency by the Service Provider when requested to do so.
18. To advise the Employer of the available premium discount programs offered to FWCJUA insureds that can effectively reduce the Employer's final workers compensation insurance premium. To assist the Employer in applying for and renewing the premium discount programs that are applicable to the Employer as appropriate.

C. APPLICATION FOR COVERAGE

1. How to Secure FWCJUA Coverage

The Agency or its Designated Producer shall assist the Employer in accurately completing and submitting a properly executed FWCJUA Application for Coverage that consists of (1) FWCJUA AFC25 and (2) Employment and Wage Release Agreement, along with all required supporting documentation and the proper estimated annual or advance premium and any required deposit premium. To complete and submit an FWCJUA Application for Coverage for an Employer, the authorized Agency or Designated Producer for the Employer must access the FWCJUA's ***Online Application for Coverage*** located on the FWCJUA's website, www.fwcjua.com. Coverage requests submitted to the FWCJUA by any other method shall be returned, unprocessed.

Following the submission of an Employer's Application for Coverage through the ***Online Application for Coverage*** and during the FWCJUA's subsequent eligibility and underwriting review regarding the Employer, it is not necessary for the Agency or Designated Producer to provide the executed Application for Coverage or premium to the FWCJUA. Should the FWCJUA determine that the Employer may be eligible for coverage, the FWCJUA shall provide the Designated Producer and the Applicant with a copy of the completed Application for Coverage for review and electronic signature along with a request for the required premium in the proper form to be submitted to the FWCJUA within a specified timeframe.

Upon the timely receipt of the requested completed and properly executed Application for Coverage with all electronic signatures and initials along with the required premium in the proper form and all additional supporting documentation, the FWCJUA shall bind coverage, as appropriate, in accordance with its binding procedures. Upon binding coverage, the FWCJUA shall promptly email an electronic copy of the binder to the Employer and the Designated Producer. The FWCJUA will also mail the binder to the Employer, upon request.

Complete and accurate responses to the information requested through the ***Online Application for Coverage*** must be provided by the authorized Agency or Designated Producer on behalf of the Employer. Failure to properly and accurately complete the ***Online Application for Coverage*** or to provide all the necessary supporting documentation requested during the submission and review process in a timely manner may delay binding or ultimately result in the Application for Coverage being closed without further consideration.

2. Supporting Documentation Requirements

During the ***Online Application for Coverage*** submission and subsequent review process, the FWCJUA shall request additional information, at its sole discretion, to establish eligibility, assign appropriate classification codes, calculate applicable premium, and otherwise appropriately underwrite the Employer. If supplemental information is required to be completed, the Designated Producer will be prompted to review and complete supplemental sections before the ***Online Application for Coverage*** is referred to the FWCJUA for review. The following supplemental information sections shall be required to be completed upon the assignment of the specified classification codes to the Employer's operations at application:

a. Contractor Supplemental Information is required upon the assignment of classification codes

0042	**3724**	**5057**	**5183**	**5222**	**5443**	**5478**	**5508**	**5610**	**6004**	**6206**	**6233**	**6306**	**7855**
0050	3726	5059	5188	5223	5445	5479	5509	5613	6006F	6213	6235	6319	8227
1322	5020	5069	5190	5348	5462	5480	5535	5645	6017	6214	6236	6325	9534
2799	5022	5102	5213	5402	5472	5491	5537	5651	6018	6216	6237	6400	Or 9554
3365	5037	5146	5215	5403	5473	5506	5551	5703	6045	6217	6251	7538	
3719	5040	5160	5221	5437	5474	5507	5606	5705	6204	6229	6252	7605	

b. Truckers Supplemental Information is required upon the assignment of classification code 7219, 7222, 7230, 7231 or 7232; and

c. Horse Trainer Supplemental Information is required upon the assignment of classification codes 7201, 7205, 8273, 8274, or 8279.

If the Employer operates as a "Temporary Help Company" as this term is defined in Part Six,F.4.a. of the Manual, the following supplemental information sections shall be required to be completed:

d. Temporary Help Company Supplemental Information, and

e. Temporary Help Company Declaration.

If the Employer leases employees to or from another business pursuant to an "Employee Leasing Arrangement", or assigns workers to or is assigned workers from another business pursuant to a "Staffing Arrangement", as those terms are defined in Part Six, Section F.4.a. of the Manual, the following supplemental information sections shall be required to be completed:

f. Client of an Employee Leasing Company or Staffing Company Supplemental Information

g. Employee Leasing Company or Staffing Company Supplemental Information

h. Employee Leasing Company or Staffing Company - Consent to the Release of Client Initiation or Termination Information – to be executed by the Employee Leasing Company or Staffing Company.

i. Acknowledgement by Employee Leasing Company or Staffing Company and Client of Terms and Conditions of the Multiple Coordinated Policy – to be executed by the Employee Leasing Company or Staffing Company, regardless of whether it has a Client participating in the Multiple Coordinated Policy at the time of application. If there are Clients that will be participating in the Multiple Coordinated Policy with the Employee Leasing Company or Staffing Company, the Client and the Employee Leasing Company or Staffing Company must execute this acknowledgement when the Client applies for the coverage.

j. Acknowledgement by Client of the Terms and Conditions of Continued Coverage under the Multiple Coordinated Policy – to be executed by the Client of an Employee Leasing Arrangement or Staffing Arrangement.

If the Employer does not have any employees at the time of application, the following supplemental information section shall be required to be completed:

k. Acknowledgement by Employer of Terms and Conditions of an "If Any" Policy.

Additional supporting documentation that shall be required, as applicable, during the Application submission and subsequent review process shall include, but is not limited to, copies of the following:

l. RT-6 Forms for the last four quarters filed with the Department of Revenue;

m. Exemption/Election Forms on file or being filed with the Bureau of Compliance;

n. Experience Rating Worksheet generated by NCCI;

o. ERM-14 Form (Request for Ownership Information) to be filed by the FWCJUA with NCCI;

p. Most Recent Workers Compensation Policy Information Page reflecting class codes and payrolls;

q. Loss Runs valued within the last thirty (30) calendar days generated by the prior workers compensation Insurer(s) identifying the loss history and corresponding premium of the Employer for, at most, the immediately preceding three years;

r. Certificates of Insurance issued within the last thirty (30) calendar days for all subcontractors including those with Leased Employees and Assigned Workers regardless of exemption status;

s. Contracts that particularly establish workers compensation exposure, such as, but not limited to, employee leasing arrangements, staffing arrangements, temporary employment agency contracts, franchise agreements;

t. Pending and Current Bankruptcy filings and documentation;

u. Settlements related to prior workers compensation insurance obligations;

v. Valid Finance Agreement if premium is being financed;

w. Full Details on Any Voluntary Offers of Coverage; and

x. Proof of Voluntary Coverage Declinations.

All supporting documentation shall be submitted electronically in PDF format to the FWCJUA using the "Upload New Document" feature, found on the Documents page of the ***Online Application for Coverage***, before referring the Application to the FWCJUA for eligibility and underwriting review.

3. Premium Payment Requirements

Upon determining eligibility, the FWCJUA shall calculate the proper estimated annual or advance premium and any required deposit premium due from the Employer and notify the Employer's Agency or Designated Producer of the total premium required to bind coverage.

a. For those Employers whose total estimated annual premium is equal to or greater than $50,000, the total premium required to bind coverage must be submitted electronically by wire to the FWCJUA.

b. For those Employers whose total estimated annual premium is less than $50,000, the FWCJUA shall generally accept a certified, cashier's, finance company, Employer's or Agency check made payable to the FWCJUA for the total premium required to bind coverage; or as an option, offers a one-time online ACH or wire payment opportunity during DocuSign application execution for collection of the total premium required to bind coverage to expedite the binding process.

4. Eligibility Review Process

a. Within one (1) FWCJUA working day upon receiving notice that an ***Online Application for Coverage*** has been submitted, the FWCJUA shall assign the Application to an FWCJUA underwriter, generate an electronic notice to the Designated Producer confirming receipt of the Application submission and either determine eligibility or issue an electronic additional information request to the Designated Producer.

b. If the FWCJUA underwriter determines that the Employer may be eligible for coverage, the Designated Producer shall receive electronic notification that the FWCJUA is "ready to bind." The FWCJUA shall provide the Designated Producer and the Applicant with a copy of the completed Application for Coverage for review and electronic signature and initials along with a request for the required premium in the proper form to be submitted to the FWCJUA within a specified timeframe. Premium payment may be submitted online via an ACH transaction during DocuSign application execution to expedite the binding process or delivered to the following location:

FWCJUA
6003 Honore Avenue, Suite 204
Sarasota, FL 34238
Tel: 941-378-7400

If the premium payment is equal to or greater than $50,000, the electronic notification to the Designated Producer shall also provide the wire instructions for remitting the premium electronically to the FWCJUA. Upon the timely receipt of the requested completed and properly executed Application for Coverage with all electronic signatures and initials along with the required premium in the proper form and all additional supporting documentation, the FWCJUA shall bind coverage, as appropriate, in accordance with its binding procedures. Upon binding coverage, the FWCJUA shall promptly email an electronic copy of the binder to the Employer and the Designated Producer. The FWCJUA will also mail the binder to the Employer, upon request.

c. If the FWCJUA underwriter is unable to determine the Employer's eligibility, the Designated Producer shall be requested by electronic notification to provide supporting documentation for the review process. Upon receipt of the response to the additional information request, the FWCJUA underwriter shall review the response and generally within 24 hours provide electronic notification to the Designated Producer whether further additional information is required or whether the Employer now may be eligible for coverage.

d. Applications for Coverage submitted through the ***Online Application for Coverage*** shall automatically close after thirty (30) calendar days from the issuance of the confirmation receipt for the Application submission if an eligibility determination cannot be made due to outstanding issues. Once an Application for Coverage is closed, the Employer's Agency or Designated Producer cannot access it again. Thus, should the Employer continue to require FWCJUA coverage, the authorized Agency or Designated Producer for the Employer must complete and submit a new Application for Coverage through the FWCJUA's ***Online Application for Coverage.***

e. Applications for Coverage submitted through the ***Online Application for Coverage*** may be withdrawn from consideration at the written request of the Employer's authorized Agency or Designated Producer. Once an Application for Coverage is withdrawn, the Employer's Agency or Designated Producer cannot access it again. Thus, should the Employer continue to require FWCJUA coverage, the authorized Agency or Designated Producer for the Employer must

complete and submit a new Application for Coverage through the FWCJUA's ***Online Application for Coverage*.**

D. BINDING PROCEDURES

1. The Agency and its Designated Producer do not have authority to bind coverage on behalf of the FWCJUA, rather the FWCJUA binds coverage on its own behalf. Coverage shall **not** be bound by the FWCJUA until such time as the Employer is deemed eligible for coverage by the FWCJUA and the completed and properly executed Application for Coverage with all electronic signatures and initials along with the required premium and all requested additional supporting documentation is timely received by the FWCJUA.

Upon the timely receipt of the completed and properly executed Application for Coverage with all electronic signatures and initials along with the required premium and all requested additional supporting documentation, the FWCJUA shall bind coverage, as appropriate, pursuant to the following binding procedures:

a. For all eligible Employers, coverage shall be bound effective 12:01 a.m. on whichever day is the later of (1) the expiration date of existing coverage; or (2) the first calendar day following the date on which the completed and properly executed Application for Coverage with all electronic signatures and initials along with the required premium and all requested additional supporting documentation is received by the FWCJUA; or (3) the Employer's proposed effective date, provided the Employer's proposed effective date is no later than sixty (60) calendar days from the date of the Application submission.

b. If coverage is bound pursuant to the above, the FWCJUA shall issue a thirty (30) calendar day binder and shall promptly email an electronic copy of the binder to the Employer and the Designated Producer. The FWCJUA will also mail the binder to the Employer, upon request.

2. The FWCJUA cannot bind coverage if the Employer fails to meet any eligibility requirement as set forth in the Plan of Operation or otherwise prescribed by the Board.

3. Under no circumstances will coverage be bound at a time earlier than 12:01 a.m.

4. Binding may be delayed and an Application for Coverage may be rejected if the Application for Coverage is not properly submitted, thoroughly and accurately completed as well as properly executed, or all the required documents and information are not submitted. Further, failure to timely respond to additional underwriting requests submitted by the FWCJUA regarding the Application for Coverage may also delay binding or result in the rejection of the Application. For example, an Application for Coverage submitted through the FWCJUA's ***Online Application for Coverage*** for which the Employer has been tentatively deemed eligible by the FWCJUA pending the receipt of the properly executed Application for Coverage with all electronic signatures and initials along with the required premium and all requested additional supporting documentation, shall be closed if all the requested materials are not timely submitted.

5. Coverage requests that are not properly submitted to the FWCJUA for consideration through the FWCJUA's website, www.fwcjua.com, by accessing the ***Online Application for Coverage*** shall be returned, unprocessed, and no binding date shall be reserved.

E. POLICY CHANGE PROCEDURES

One of the obligations of the Agency and its Designated Producer is to keep the policy up to date once it has been issued. The following list includes the most common types of policy changes that the Agency and its Designated Producer will be involved with. Any questions regarding policy changes may be directed to the Service Provider handling the risk.

1. Name and Ownership Changes

The Agency and its Designated Producer must advise the Employer to promptly report all changes in name and ownership so that the proper action can be taken by the Service Provider. The Employer may report changes in name and ownership by submitting one of the following to the Service Provider:

a. A completed ERM-14 Form - Request for Ownership Information, or

b. the information in narrative form on the letterhead of the insured, signed by the owner, a partner, member of an LLC or, if a corporation, a corporate officer.

2. Address & Location Changes

Indicate if an address change is also a location change or involves the location where the payroll records are kept. If the change involves the addition or deletion of a location, advise the Service Provider as to what the resulting changes in payroll estimates will be.

3. Change in Operations

Advise the Service Provider of any change in operations and request a proper amending endorsement. The classification code should be reviewed to determine if a new code should be assigned to the policy. If changes in payroll estimates are involved, provide new payroll estimates.

4. Change in Payroll Estimates
If the Employer changes the size or scope of operations, report the revised payroll estimates to the Service Provider.

5. Change of Agency and/or Designated Producer

a. Agency of record: Changes in the Agency of record must be requested by the Employer in writing and be accompanied by a submission of an online FWCJUA Application for Coverage for the Employer by a Designated Producer of the Employer's requested Agency of record. The requested Agency of record shall become effective upon the policy inception date of any coverage bound resultant from the online FWCJUA Application for Coverage submission. Any inforce coverage that the Employer may have with the FWCJUA shall be cancelled to coincide with the effective date of any new coverage bound.

b. Designated Producer of record: Changes in Designated Producer of record must be requested by the Employer in writing. If the Employer merely requests another Designated Producer recognized within the Agency's current Agency Producer agreement, such change may become effective upon receipt of the written request.

The FWCJUA shall not designate an Agency or a Designated Producer of record if the Employer fails to name one.

6. Change in Employees
The Service Provider must be updated monthly regarding any changes in the number of and names of employees. This is the responsibility of the Employer. The Agency and its Designated Producers shall endeavor to assist the Employer, upon request, by reporting any changes in writing promptly to the Service Provider by email to arwc@travelers.com or by mail to Travelers at P.O. Box 5600, Hartford, CT 06102-5600.

7. Cancellation of the Policy
Contact the Service Provider. Information regarding policy cancellations is also contained in this Manual.

8. Other Changes
Contact the Service Provider.

F. RENEWAL PROCEDURES

An Employer remains assigned to the same Service Provider until a policy is cancelled or not renewed, or coverage is placed in the voluntary market.

The Service Provider shall mail renewal offers to the eligible Policyholders, and their Agency or Designated Producers, who have in force policies no less than forty-five (45) calendar days prior to expiration. The offer of renewal shall state clearly that coverage shall unconditionally lapse if payment is not received prior to the effective date.

The renewal offer shall include a request for both the new deposit and advance premiums inclusive of the flat fee which have been calculated by the Service Provider. The Service Provider shall estimate the payroll for all renewal policies incorporating all information normally and reasonably accessible to the Service Provider including current information submitted by the Employer.

Upon receipt of the deposit and advance premiums inclusive of the flat fee, the Service Provider will issue the renewal policy within twenty (20) calendar days. The Service Provider shall not issue renewal policies to Employers if the renewal premium due is not:

1. received by the renewal policy's inception date, or
2. received within seven (7) calendar days after the renewal policy's inception date, provided it was postmarked on or before the renewal policy's inception date.

If the premium is received after the inception date (other than as provided above), the Service Provider shall instruct the Employer to reapply to the FWCJUA for coverage.

If a Service Provider is unwilling to renew the Employer's policy, it shall notify the Employer and the Employer's Agency or Designated Producer of record at least forty-five (45) calendar days before the policy expires, giving acceptable reasons for nonrenewal. If coverage through the FWCJUA is still necessary, the Agency and its Designated Producer may submit a new Application for Coverage and estimated annual or deposit and/or advance premiums inclusive of the flat fee on behalf of the Employer to the FWCJUA.

G. TERMINATION OF COVERAGE

1. By the FWCJUA

The FWCJUA may terminate the coverage of and refuse future coverage for any Insured that submits a fraudulent or grossly erroneous Application for Coverage to the FWCJUA or provides fraudulent or grossly erroneous records to the FWCJUA or to any Service Provider in conjunction with the FWCJUA's activities.

2. By the Employer

Requests for cancellations by Policyholders will be processed within five (5) calendar days after receipt of request. The Employer may request cancellation at any time, once coverage is no longer needed. Normal reasons for requesting a cancellation include:

- **a.** out of business;
- **b.** number of employees does not require that employer obtain coverage;
- **c.** coverage placed voluntarily; and
- **d.** business sold.

3. By the Service Provider

The Service Provider may initiate cancellation and notification procedures if the Policyholder fails or refuses to:

- **a.** demonstrate substantial evidence of compliance or intent to comply with the safety program and implement all reasonable recommendations made by the FWCJUA relating to the welfare, health and safety of employees; or
- **b.** pay an outstanding undisputed premium obligation on previous or present workers' compensation insurance or coverage provided by an Insurer; or
- **c.** allow reasonable access for audit or inspection; or
- **d.** disclose the full nature and scope of the exposure; or
- **e.** comply with requirements regarding the filing of notices of claims and cooperate with the FWCJUA in the investigation and settlement of claims; or
- **f.** comply with the FWCJUA Managed Care Arrangement; or
- **g.** promptly submit all premium, assessments, penalties, fees or surcharges; or
- **h.** promptly submit monthly changes in the number of and names of employees; or
- **i.** promptly submit quarterly payroll information to verify policy premium; or
- **j.** disclose the full nature and scope of prior workers compensation insurance coverage, including loss history and corresponding policy premium; or
- **k.** remain eligible for coverage either through the FWCJUA or within the FWCJUA rating tier to which the Policyholder has been assigned; or
- **l.** comply strictly with the terms and conditions of the policy.

The Service Provider may also initiate cancellation if the Employer has violated one or more of the terms and conditions under which the coverage was issued. The Service Provider must give the reason for the cancellation.

4. By the Agency or Designated Producer

The Agency and its Designated Producer may not request cancellation for failure of the Employer to pay money due the Agency or its Designated Producer, unless a legal finance agreement or legal power of attorney agreement between the Agency and/or the Designated Producer and the Employer permits this. The Agency or its Designated Producer may request cancellation if the Employer is out of business or cannot be located or coverage has been placed with another company on a voluntary basis.

5. By the Finance Company

If the premium has been financed, it is quite likely that the Employer has given the finance company the right of cancellation for failure to make a payment. If the Service Provider has a valid copy of this agreement, and if the agreement grants to the Finance Company the right of cancellation, a cancellation request from the finance company will be honored.

6. Notice of Termination

In all cases of cancellation, the Service Provider shall send a notice of termination or cancellation to the Bureau of Compliance and the Employer. Ten (10) calendar days advance notice to the Bureau and the Employer is required before cancellation for non-payment of premium can be effective. For all other cancellations, thirty (30) calendar days advance notice to the Bureau of Compliance and the Employer is required before the cancellation can be effective. The thirty (30) calendar days advance notice of cancellation requirement can be waived only when the Insured is out of business, no longer has employees requiring coverage, has coverage placed voluntarily, or has sold his business.

The Service Provider may routinely send a notice of cancellation to the Bureau of Compliance at the time a renewal proposal is mailed in order to meet the advance notice of cancellation

requirement, should the premium not be paid.

If a nonpayment cancellation is involved, the Service Provider may agree to rescind the legal termination notice if payment is received before the cancellation is to take effect. If the termination notice is sent with the renewal, this notice may be rescinded if the deposit and advance premiums inclusive of the flat fee are received before the expiration date of the current policy. If the renewal deposit and advance premiums inclusive of the flat fee are received after the expiration date, then the Service Provider shall instruct the Employer to reapply to the FWCJUA for coverage.
It is important that all premium payments and renewal payments be made in a timely manner to avoid a cancellation or a lapse in coverage.

H. REINSTATEMENT PROCEDURES

Once cancellation has been initiated by the Service Provider, all requests for policy reinstatement must be directed to the Service Provider. The Service Provider must accept or reject a reinstatement request and communicate this decision to the Policyholder within seven (7) calendar days after receipt of the request.

The Service Provider shall reinstate a policy without a lapse of coverage if the basis for cancellation is corrected (in most cases, payment is received) before the cancellation is to take effect. If the basis for cancellation is corrected after the cancellation has taken effect, the Service Provider shall instruct the Employer to reapply to the FWCJUA for coverage, and shall be subject to the same eligibility requirements.

I. PAYROLL AUDIT PROCEDURES

The Service Provider is required to furnish Quarterly Reporting Forms to the Employer within twenty (20) calendar days after the Service Provider's receipt of the binder from the FWCJUA, or within ten (10) calendar days after the policy's inception date, whichever is later. The Employer will need to complete the form and submit it to the Service Provider along with their corresponding RT-6 and Employer Affidavit.

The Service Provider is required to complete a final audit and bill for any additional premium or refund any excess premium paid during the policy year. The Service Provider is required to complete the final audit, bill for any adjustments and post the audit results to file within seventy-five (75) calendar days of policy expiration, cancellation if initiated by the Service Provider, or notification of cancellation if initiated by the Insured.

Unearned premium shall be returned to the Policyholder, and final earned premium shall be calculated on the basis of a final audit or, if the final audit cannot be conducted within seventy-five (75) calendar days after the effective date of cancellation, on a pro rata basis determined by the Service Provider's best estimate, provided that the Policyholder shall pay no less than the minimum premium applicable to the governing classification.

Unless the premium was financed, and the finance agreement specifies that return premiums are to be paid to the finance company, all return premium checks issued by the Service Provider will be payable to the Employer. If such return premium develops, and the Agency has already received the agency producer fee check on the over-payment, the Agency must remit such excess agency producer fee to the Service Provider when requested.

The Employer should use reasonable payroll estimates on the policy to avoid possible substantial additional premiums at the time the audit is prepared.

The frequency of interim audits during the policy year is based on the Employer's estimated annual premium.

Policies that are written on an audit basis other than annual will be subject to additional payroll audits during the year. These audits may involve a personal visit to the Employer by the auditor or be handled by a mail form or "self-billing" procedure, depending on the procedures used by the Service Provider. These audits, when billed, must be paid promptly to avoid a possible nonpayment cancellation.

Upon the failure of the Insured to return voluntary audit requests or the refusal to cooperate in completing a physical audit, the Service Provider may reasonably estimate payroll and charge up to a maximum of three (3) times the most recent estimated annual premium in accordance with Section 440.381(8), Florida Statutes, for purposes of determining the final premium subject to the following conditions:

1. The Service Provider must make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. The Service Provider must document the audit file regarding the above attempts to obtain the required audit information.

3. After two good faith attempts to obtain records, the Service Provider shall send a letter by certified mail to the Insured advising of the specific records that are required as well as the premium that will be charged if the Insured continues to refuse access to the records. A cancellation notice for the renewal policy will be issued. The cancellation notice may be rescinded if the audit is performed and the Insured complies with the terms and results thereof.

If the auditor is refused physical entry or during the course of the physical audit the auditor is denied access to essential records, a $500 penalty may be imposed on the Insured in accordance with Section 440.381(5), Florida Statutes. The $500 penalty may be imposed only if the Service Provider has incurred actual travel expenses and the Insured was made aware of the potential penalty in writing when access was denied. Denial of access to records by the Insured's Agency or Designated Producer or any other representative of the Insured shall be considered the same as denial by the Insured.

In accordance with Section 440.381(6), Florida Statutes, if an Employer understates or conceals payroll, or misrepresents or conceals employee duties so as to avoid proper classification for premium calculations, or misrepresents or conceals information pertinent to the computation and application of an experience rating modification factor, the Employer, or the Employer's Agency/Designated Producer or attorney, shall pay to the Insurer a penalty of 10 times the amount of the difference in premium paid and the amount of the Employer should have paid and reasonable attorney's fees.

J. AGENCY PRODUCER FEES

The Agency will receive an agency producer fee for services rendered. The Service Provider will pay this fee directly to the Agency. The agency producer fee is determined by a graduated agency producer fee scale as follows:

8% on the first $1,000 of premium
5% on the next $4,000 of premium
3% on the next $95,000 of premium
2% on premium in excess of $100,000

Agency Producer Fee Table

Standard Premium Interval	Agency Producer Fee Percentage	Standard Premium Interval	Agency Producer Fee Percentage
0–1,017	8.0%	3,530–4,000	5.8
1,018–1,053	7.9	4,001–4,615	5.7
1,054–1,091	7.8	4,616–5,098	5.6
1,092–1,132	7.7	5,099–5,306	5.5
1,133–1,176	7.6	5,307–5,532	5.4
1,177–1,224	7.5	5,533–5,778	5.3
1,225–1,277	7.4	5,779–6,047	5.2
1,278–1,333	7.3	6,048–6,341	5.1
1,334–1,395	7.2	6,342–6,667	5.0
1,395–1,463	7.1	6,668–7,027	4.9
1,464–1,538	7.0	7,028–7,429	4.8
1,539–1,622	6.9	7,430–7,879	4.7
1,623–1,714	6.8	7,880–8,387	4.6
1,715–1,818	6.7	8,388–8,966	4.5
1,819–1,935	6.6	8,967–9,630	4.4
1,936–2,069	6.5	9,631–10,400	4.3
2,070–2,222	6.4	10,401–11,304	4.2
2,223–2,400	6.3	11,305–12,381	4.1
2,401–2,609	6.2	12,382–13,684	4.0
2,610–2,857	6.1	13,685–15,294	3.9
2,858–3,158	6.0	15,295–17,333	3.8
3,159–3,529	5.9	17,334–20,000	3.7

Agency Producer Fee Table			
Standard Premium Interval	**Agency Producer Fee Percentage**	**Standard Premium Interval**	**Agency Producer Fee Percentage**
20,001–23,636	3.6	150,668–173,846	2.7
23,637–28,889	3.5	173,847–205,455	2.6
28,890–37,143	3.4	205,456–251,111	2.5
37,144–52,000	3.3	251,112–322,857	2.4
52,001–86,667	3.2	322,858–452,000	2.3
86,668–107,619	3.1	452,001–753,333	2.2
107,620–118,947	3.0	753,334–2,260,000	2.1
118,948–132,941	2.9	2,260,001 and over	2.0
132,942–150,667	2.8		

The agency producer fee is paid on standard premium exclusive of any surcharges and the flat fee.

The agency producer fee is paid on both the original policy and on each subsequent renewal. The Agency is not to deduct the agency producer fee when sending in the deposit and advance premiums or a payment. The Service Provider will pay the agency producer fee by sending a check.

Agency producer fee checks will only be made payable to the Agency. Only one Agency and one Designated Producer for each Policyholder can be recognized by the Service Provider at any one time. This will be the Agency identified on the original Application for Coverage and the Designated Producer who signed the original FWCJUA Application for Coverage, unless a change is properly requested by the Policyholder. Please refer to the Change of Agency and/or Designated Producer procedure found in Part Four, E of this Manual.

If an overpayment of premium occurs due to an overestimate of exposures as determined on audit, or because of a reduction in the experience modification or some other reason, any excess agency producer fee paid by the Service Provider is to be returned by the Agency. The agency producer fee is to be paid by the Service Provider within thirty (30) calendar days from the premium payment.

As to any additional audit premium billing, no agency producer fee on the additional audit premium will be paid to the Agency if such premium is not received by the Service Provider within sixty (60) calendar days from the billing date.

K. CERTIFICATES OF INSURANCE

FWCJUA Authorized Agencies and their Designated Producers shall utilize the *Certificate of Insurance* issuance system located on the FWCJUA's website, www.fwcjua.com, to generate certificates of insurance without extraordinary remarks (e.g., identifying employees by name or a specific job-site) for all in-force coverage. The FWCJUA shall take disciplinary action against Agencies and/or their Designated Producers for altering certificates of insurance generated through the Certificate of Insurance issuance system or for issuing certificates of insurance without extraordinary remarks outside of the FWCJUA's *Certificate of Insurance* issuance system without prior consent and permission from the FWCJUA or its Service Provider, including suspension or revocation of an Agency and/or its Designated Producer's privilege to submit business to the FWCJUA. Certificates of insurance without extraordinary remarks shall also be issued by the FWCJUA's Service Provider within five (5) calendar days of receipt of the request provided the Service Provider has issued the policy.

Certificates of insurance with extraordinary remarks are to be issued by the FWCJUA's Service Provider within five (5) calendar days of receipt of the request provided the policy has been issued. If more immediate issuance of a certificate of insurance with extraordinary remarks is required or the policy has not yet been issued, the Service Provider may, at its discretion, grant the Policyholder's Agency or Designated Producer of record permission to issue the specific certificate of insurance with the extraordinary remarks outside the FWCJUA's ***Certificate of Insurance*** issuance system. **The FWCJUA's Service Provider may be contacted by phone at 1-800-247-7218, by fax at 1-877-634-3710 or by email at ARWC@Travelers.com.**

If there is an immediate need for the issuance of a certificate of insurance with extraordinary remarks upon the binding of coverage for an Employer, the Agency or Designated Producer must submit a written request for the issuance of said certificate directly to the FWCJUA via e-mail to fwcjua@fwcjua.com or fax to 941-378-7406. This written request must specifically identify

the desired extraordinary remarks and include the name of the insured; the FWCJUA's binder number; the name, address and phone number of the proposed certificate holder, and the location of the job. Upon receipt of the Agency's or Designated Producer's written request, the FWCJUA shall promptly (1) determine whether to permit the Agency or Designated Producer to issue the certificate of insurance with extraordinary remarks outside the FWCJUA's ***Certificate of Insurance*** issuance system and (2) provide the Agency or Designated Producer with its written decision.

If given permission by the FWCJUA or its Service Provider to issue a specific certificate of insurance outside the FWCJUA's ***Certificate of Insurance*** issuance system, the Agency or its Designated Producer should use the form specified by the FWCJUA or its Service Provider. If the FWCJUA or its Service Provider gives specific instructions on the completion of the certificate form, such instructions should be carefully followed. Further, the Agency or Designated Producer shall promptly provide a copy of the certificate to the authorizing party.

An Agency or its Designated Producer may not automatically assume the responsibility of issuing certificates of insurance with extraordinary remarks without prior consent and permission from the FWCJUA or its Service Provider. The only party authorized by the FWCJUA with the discretionary power to issue certificates of insurance with extraordinary remarks is its Service Provider. **AGENCIES AND THEIR DESIGNATED PRODUCERS ARE NOT AUTHORIZED TO ISSUE CERTIFICATES OF INSURANCE WITH EXTRAORDINARY REMARKS WITHOUT THE PRIOR CONSENT AND PERMISSION OF THE FWCJUA OR ITS SERVICE PROVIDER.** An Agency or its Designated Producer shall only be given permission to issue a certificate of insurance with extraordinary remarks on an individual case-specific basis. Further, the FWCJUA shall take disciplinary action against the Agency and/or its Designated Producers for altering certificates of insurance generated through the FWCJUA's Certificate of Insurance issuance system and for issuing certificates of insurance with extraordinary remarks without the advance authorization of the FWCJUA or its Service Provider, including suspension or revocation of an Agency and/or its Designated Producer's privilege to submit business to the FWCJUA.

L. DISPUTE RESOLUTION PROCEDURE

1. General Dispute Procedures

a. All disputes should be directed to the Service Provider. The Service Provider shall acknowledge receipt of such disputes within two (2) working days of receipt and every reasonable attempt will be made to resolve the dispute within fourteen (14) calendar days after receipt of all the information necessary to make the decision. Premium charged is subject to dispute only if (1) the Employer files a written dispute with the Service Provider or the FWCJUA within one year after the completion date of the final audit of the policy in question; and (2) the Employer pays the undisputed portion of the premium due.

b. If the dispute cannot be resolved by the Service Provider, a written request seeking review of the Service Provider's action or decision may be filed with the FWCJUA. A written request shall contain:

(1) The name, address, email address and telephone number of the complainant;

(2) The FWCJUA policy number of the Insured, if applicable;

(3) A statement of facts setting forth with particularity the nature of the dispute and the details of the dispute, to include a description of the attempts to reconcile the differences with the Service Provider; and

(4) The relief sought and the basis thereof.

c. The FWCJUA shall review the dispute and render a written decision containing an explanation of the reasons for the decision within fourteen (14) calendar days after receipt of all the information necessary to make the decision. If the FWCJUA determines additional information is necessary to make a decision, the FWCJUA shall notify the complainant in writing. Any change resulting from such review shall be applied in accordance with the rules of this Manual or other applicable regulation of the Office of Insurance Regulation.

2. Appeals of FWCJUA Decisions Related to the Rules, Classifications, or Experience Rating Modification Factors of Florida's Workers Compensation System (NOT FWCJUA Specific Rules and Classifications)

a. Decisions of the FWCJUA regarding the application of rules, classifications, or experience rating modification factors of the overall Florida workers compensation system (i.e., not FWCJUA specific rules and classifications), may be further disputed by filing a written request with NCCI pursuant to the procedures set forth in the NCCI Basic Manual, Florida Miscellaneous Rules for the dispute resolution process.

b. If the Insured disagrees with a decision ultimately made by the Florida Workers Compensation Appeals Board, the Insured may appeal the decision to the Office of Insurance Regulation pursuant to the procedures set forth in section 3 below.

3. All Other Appeals of FWCJUA Decisions

All decisions of the FWCJUA not contemplated by section 2.a. may be reviewed by the Office of Insurance Regulation, provided such request is made, pursuant to section 627.291(2), Florida Statutes, in writing to the Office of Insurance Regulation, with a copy to the FWCJUA, within thirty (30) calendar days of the date the decision is rendered by the FWCJUA. Written requests for such review should include the following:

a. The name, address, email address, telephone number and FWCJUA policy number of the Insured;
b. The name, address, email address and telephone number of the Insured's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the Insured's substantial interests will be affected by the FWCJUA's determination;
c. A statement of when and how the Insured received notice of the FWCJUA's decision;
d. A statement that this written request is filed within thirty (30) calendar days of the date the FWCJUA's decision was rendered;
e. A statement of all disputed issues of material fact. If there are none, this written request must so indicate;
f. A concise statement of the ultimate facts alleged, including the specific facts the Insured contends warrant reversal or modification of the FWCJUA's decision;
g. A statement of the specific FWCJUA rules or Florida Statutes the Insured contends require reversal or modification of the FWCJUA's decision, including an explanation of how the alleged facts relate to the specific rules or statutes; and
h. A statement of the relief sought by the Insured, stating precisely the action the Insured wishes the Office of Insurance Regulation to take with respect to the FWCJUA's decision.

M. AGENCY AND/OR DESIGNATED PRODUCER TERMINATION, SUSPENSION OR REVOCATION

An Agency is generally responsible for the acts and omissions of its Agency Representatives. Accordingly, an Agency (through its Agents-In-Charge) must ensure that its Agency Representatives comply with and satisfy all duties and responsibilities arising under this Manual, regardless of whether this Manual expressly states that the duty or responsibility is applicable to the Agency. In addition, Agents-In-Charge and Designated Producers must ensure that their Agencies and CSRs comply with and satisfy all duties and responsibilities arising under this Manual, regardless of whether this Manual expressly states that the duty or responsibility is applicable to an Agent-In-Charge or a Designated Producer.

The Agency Producer Agreement and privilege to act as an Agency or its Designated Producer for the FWCJUA shall automatically terminate immediately, without notice and without further action by the FWCJUA, upon the occurrence of any of the following events:

1. the dissolution of the FWCJUA, by operation of law or otherwise;
2. the loss, surrender, suspension, revocation, expiration or termination of the Agency's license or registration of all Agency locations with Designated Producers; or
3. in the case where the Agency or any Agency location has only one Designated Producer, the loss, surrender, suspension, revocation, expiration or termination of the Designated Producer's license or registration with respect to the Agency or the Agency location, in which case termination shall be effective with respect to the Agency or particular Agency location, as applicable.

The Agency Producer Agreement may be terminated, and the privilege to act as an Agency or its Designated Producer for the FWCJUA may be suspended or revoked, by the Executive Director of the FWCJUA ("Executive Director") upon written notice to the Agency, upon the occurrence of any of the following events:

4. the Agency's, Agent-In-Charge's, or a Designated Producer's failure to comply with the FWCJUA Plan of Operation, including its Operations Manual;
5. the Agency's failure to have and maintain a Designated Producer and Agent-In-Charge in its employ for an Agency location;
6. any act or omission which would constitute grounds for suspension or revocation of the Agency's or a Designated Producer's privileges pursuant to the Operations Manual;
7. failure to comply with policies or procedures adopted by the FWCJUA's Board of Governors;
8. failure to at all times during the term of the Agency Producer Agreement to serve as an insurance agent or insurance agency, as the case may be, of an insurer actively writing workers compensation and employers liability insurance in the voluntary market in the state of Florida;
9. failure of the Agency at all times the Agency Producer Agreement is in effect to maintain and

evidence through a valid certificate of insurance issued to the FWCJUA the required minimum errors and omissions insurance or professional liability insurance covering the Agency and all Agency Representatives;

10. any material misrepresentation made in connection with FWCJUA business;
11. any material breach of the Agency Producer Agreement;
12. any violation of law;
13. upon a change of control of 10 percent or more of the Agency's voting shares or other voting ownership interests, if the FWCJUA determines that such change of control would provide grounds for termination of the Agency Producer Agreement;
14. demonstrated lack of competency, fitness or trustworthiness to act as an Agency, Agent-In-Charge or Designated Producer;
15. failure to comply with any and all FWCJUA Bulletins, Informational Memorandum, Agency Authorization "Need to Knows" or any other rule or guidance issued by the FWCJUA; or
16. failure to provide all information requested by the FWCJUA related to Affiliated Persons.

If the Agency has multiple locations with Designated Producers and Agents-In-Charge, as listed in Exhibit A of the Agency Producer Agreement, the Executive Director may, in her/his sole discretion apply the suspension or revocation to any or all of the Agency locations provided, however, that in the event an Agency with multiple locations is found by the Executive Director to be committing any of the violations identified in this Part M with such frequency as to indicate a general business practice to engage in that type of conduct by the Agency, the Executive Director shall suspend or revoke all Agency locations. In the event the Executive Director terminates the Agency Producer Agreement with respect to one or more, but not all of the locations or Designated Producers of an Agency, the Executive Director will provide written notice to the Agency of the particular locations or Designated Producers to which the suspension or revocation applies. If the Agency or its Designated Producers fail to satisfy one or more requirements for eligibility to submit business to the FWCJUA, then the Executive Director may suspend the authorization of the Agency or its Designated Producers to submit business to the FWCJUA in lieu of immediately terminating the Agency Producer Agreement or revoking the Agency's or its Designated Producer's privileges. The purpose of this suspension period is to allow the Agency and its Agents-In-Charge, or its Designated Producers to cure the breach of the Agency Producer Agreement and to demonstrate compliance with the FWCJUA's minimum eligibility criteria. At the conclusion of the suspension period, the Agency Producer Agreement shall be terminated unless the Agency and its Agents-In-Charge, or its Designated Producers, as applicable, demonstrate to the Executive Director's satisfaction compliance with the minimum eligibility requirements of the FWCJUA. Termination for failure to satisfy the FWCJUA's minimum eligibility requirements does not necessarily result in the revocation of the Agency's or its Designated Producer's privileges, and the Agency may reapply with the FWCJUA at any time following the termination of the Agency Producer Agreement upon being able to demonstrate compliance with the FWCJUA's minimum eligibility criteria, unless otherwise noted in the notice of termination.

The Executive Director may suspend the privileges of an Agency and/or its Designated Producers for a period of not less than thirty (30) calendar days nor more than 365 calendar days, or the Executive Director may revoke the privileges of the Agency and/or its Designated Producers. The Executive Director's decision shall be based upon (i) the circumstances or severity of the misconduct or violation; (ii) the repeated nature of the misconduct or violation; (iii) the willfulness of the misconduct or violation; (iv) whether, and the extent to which, the Agency and/or Designated Producer voluntarily took action to rectify or mitigate the damage caused by the misconduct or violation; and (v) whether the Agency and/or Designated Producer attempted to evade or otherwise thwart the discovery of the violation or misconduct.

The Executive Director shall provide the Agency with written notice of termination of the Agency Producer Agreement or the Agency's and/or Designated Producer's suspension or revocation by electronic mail, registered or certified mail, express mail, or overnight courier, sent to the Agency's last known address shown on the records of the FWCJUA. The written notice shall inform the Agency and/or Designated Producer of (i) the revocation or suspension of the Agency's and/or its Designated Producer's privilege; (ii) the effective date of the revocation or suspension; (iii) if privilege has been suspended, the length of the term of the suspension; (iv) the reason or reasons for which the Agency's and/or its Designated Producer's privilege has been suspended or revoked; and (v) the Agency's and/or Designated Producer's right to appeal the Executive Director's decision; provided, however, that suspension or termination of the Agency Producer Agreement as to an Agency or any of its Designated Producers for failure to maintain compliance with minimum FWCJUA eligibility requirements shall not be appealable to the Producer Appeals Committee. The Executive Director's decision is final with respect to a suspension or termination for failure to maintain compliance with minimum FWCJUA eligibility requirements.

Where a termination, revocation or suspension is due to grounds other than failure to maintain compliance with minimum FWCJUA eligibility requirements, the Agency whose Agency Producer Agreement has been terminated or privilege has been revoked or suspended, and/or the Designated Producer whose privilege has been revoked or suspended may appeal the Executive Director's decision by providing the Executive Director with written notice of the appeal. Such written notice must be sent via electronic mail to operations@fwcjua.com, registered or certified mail, express mail, or overnight courier and be received by the Executive Director within twenty-one (21) calendar days after the Agency received written notification of the suspension or revocation of the Agency or its Designated Producer's privilege; otherwise the Agency shall be deemed to have waived the right to appeal. It is the responsibility of the Agency to confirm receipt of its written notice of appeal. Any appeal by the Agency shall be heard by the Board's Producer Appeals Committee within sixty (60) calendar days after the Executive Director receives the Agency's notice of appeal. The Producer Appeals Committee shall send the Agency notice of its decision within fifteen(15) calendar days after the committee meeting at which it hears the Agency's appeal. The decision of the Producer Appeals Committee shall be final.

The Producer Appeals Committee shall have the authority to (i) affirm the Executive Director's decision in its entirety; (ii) modify the Executive Director's decision and reduce the revocation to a suspension for a specified term or reduce the length of the suspension; or (iii) reverse the Executive Director's decision and immediately reinstate the Agency's and/or its Designated Producer's privilege.

No Agency whose privilege has been revoked shall receive agency producer fees based on premiums earned by the FWCJUA while the Agency's privilege is revoked, regardless of when the business was produced or bound. Furthermore, no Agency shall receive agency producer fees for business produced by a Designated Producer, whose privilege has been revoked, based on premiums earned by the FWCJUA while the Designated Producer's privilege is revoked, regardless of when the business was produced or bound. Any Agency or Designated Producer that received producer fees for business placed before the Agency's and/or Designated Producer's privileges had been revoked shall promptly return to the FWCJUA the unearned portion of such producer fees.

Any Agency or Designated Producer whose privilege is revoked may not apply for reinstatement until the earlier of two (2) years after the effective date of the revocation, or such earlier time as determined by the Executive Director in her/his sole discretion. No application for reinstatement shall be granted unless the Agency or Designated Producer demonstrates to the satisfaction of the Executive Director (i) that the reason or reasons for the revocation no longer exist and are unlikely to reoccur; (ii) that restitution, if appropriate, has been made; (iii) that the Agency or Designated Producer is sufficiently competent and trustworthy to act in the future as an Agency or Designated Producer; and (iv) that the Agency or Designated Producer otherwise meets the qualifications of an Agency or Designated Producer as set forth in the Manual. The Executive Director may grant reinstatement to an Agency or Designated Producer subject to reasonable conditions or limitations.

Any Agency whose request for reinstatement of privileges following revocation has been denied, or Designated Producer whose request for reinstatement of privileges following revocation has been denied may appeal the Executive Director's decision by providing the Executive Director with written notice of the appeal. Such written notice must be sent via certified mail return receipt requested or by overnight courier signature required and be received by the Executive Director within twenty-one (21) calendar days after the Agency and/or Designated Producer received written notification of the denial of the Agency or its Designated Producer's request for reinstatement; otherwise the Agency and/or Designated Producer shall be deemed to have waived the right to appeal. Any appeal by the Agency or Designated Producer shall be heard by the Board's Producer Appeals Committee within sixty (60) calendar days after the Executive Director receives the Agency's and/or Designated Producer's notice of appeal. The Producer Appeals Committee shall send the Agency and/or Designated Producer notice of its decision within fifteen (15) calendar days after the committee meeting at which it hears the Agency's and/or Designated Producer's appeal, if the appellant or a representative of the appellant is not present at the Producer Appeals Committee meeting. The decision of the Producer Appeals Committee shall be final.

The Producer Appeals Committee shall have the authority to (i) affirm the Executive Director's decision in its entirety; (ii) modify the Executive Director's decision; or (iii) reverse the Executive Director's decision and permit the reinstatement of the Agency's or the Designated Producer's privilege.

No decision by the Board, the Executive Director or the Producer Appeals Committee shall constitute "final agency action," nor shall any proceedings or decision by any of them be subject to Chapter 120, Florida Statutes.

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PART FIVE — EMPLOYER

A. ELIGIBILITY

To be eligible for coverage with the FWCJUA, an Employer must be required by law to maintain workers compensation and employers liability insurance and be in good faith entitled to but unable to purchase such insurance through the voluntary market. An Employer is not in good faith entitled to insurance if any of the following circumstances exist, at the time of application or thereafter, or other evidence exists that such Employer is not in good faith entitled to insurance:

1. If, at the time of application, an Individual Self-Insured Employer is aware of pending bankruptcy proceedings, insolvency, cessation of operations, or conditions that would probably result in occupational disease or cumulative injury claims from exposures incurred while the Employer was self-insured; or
2. If the Employer, while insurance is in force, knowingly refuses to meet reasonable health, safety, or loss prevention requirements; or
3. If the Employer refuses to allow the FWCJUA or its Service Provider reasonable access to its records for audit or inspection under the policy, or does not comply with any other policy obligation; or
4. If the Employer has refused to allow reasonable access to its records or premises that has prevented the completion of an audit or inspection under the policy for purposes of determining final premium to any Insurer that provided the Employer with workers compensation insurance during the last three years; or
5. If the Employer or an affiliated person has an outstanding obligation for workers compensation premium on previous insurance; or
6. If the Employer, or its representative, Agency or Designated Producer knowingly makes a material misrepresentation on the Application for Coverage by omission or otherwise, including any of the following, then insurance hereunder may be refused or cancelled: estimated annual premium, estimated payroll, offers of workers compensation insurance, nature of business, name or ownership of business, previous insurance history, or outstanding premium obligation of the Employer or other enterprise with a common managing interest.

An Employer must have applied for and been rejected by two non-affiliated workers compensation Insurers in the voluntary market, that write workers compensation insurance in the Employer's classification code, within the past sixty (60) calendar days specifically including, where applicable, the current Insurer. Such rejections must be documented in writing, either by the companies issuing the rejection, or by the Designated Producer by affidavit on forms prescribed by the Board.

If there have been any offers of voluntary coverage, full details, including Insurer name, representative, and terms of that coverage must be supplied. As Florida law requires that an Employer be unable to obtain voluntary coverage to be entitled to FWCJUA coverage, the FWCJUA must have this information to determine the Employer's eligibility. The offer of any reasonable rating plan approved in Florida shall be deemed an offer of insurance in a regular manner, and such an offer makes the Employer ineligible for FWCJUA coverage.

For the FWCJUA to bind coverage, the applicable estimated annual or deposit and/or advance premiums inclusive of the flat fee must accompany the Application for Coverage.

The FWCJUA shall not bind coverage if the Employer or an affiliated person owes undisputed premium payments to any Agency, broker, premium finance company, or Insurer.

All Applications for Coverage with the FWCJUA shall be reviewed for reasonableness and accuracy using any available historic information regarding the Employer.

B. DUTIES AND RESPONSIBILITIES

1. To comply with all provisions of the FWCJUA, including accurately and fully completing the required FWCJUA Application for Coverage and any supporting documents which may be required, as requested by the FWCJUA;
2. To ensure that all necessary election and/or exemption of coverage forms are timely filed with the Bureau of Compliance;
3. To keep the Agency or Designated Producer and Service Provider fully advised of changes in name or ownership, operations, locations or exposures which may affect coverage, classifications,

rates, premium estimates or other aspects of the coverage being provided by the FWCJUA;

4. To notify the Agency or Designated Producer, Service Provider and the FWCJUA upon entering into, revising, or exiting an employee leasing or any other staffing arrangement during the policy period.
5. To cooperate fully with the Service Provider in the verification of any prior workers compensation insurance coverage, including loss history and corresponding policy premium by promptly submitting loss runs with corresponding policy premium generated by prior Insurer(s) or other such verifiable loss history and corresponding policy premium information that may be requested by the Service Provider to confirm or determine tier eligibility;
6. To cooperate fully with the Service Provider in the verification of the number of and names of employees by reporting any changes in writing promptly to the Service Provider by email to arwc@travelers.com or by mail to Travelers at P.O. Box 5600, Hartford, CT 06102-5600.
7. To cooperate fully with the Service Provider in the verification of policy premium by promptly submitting completed Quarterly Payroll Reporting Forms as well as RT-6 payroll information or other such verifiable payroll information that may be requested by the Service Provider;
8. To submit all premium, assessments, penalties, fees or surcharges in a timely manner to avoid cancellations and lapses in coverage;
9. To comply with the FWCJUA safety program and to cooperate fully with the Service Provider in implementing all reasonable safety recommendations;
10. To promptly report all claims through the toll-free telephone reporting mechanism and cooperate with the Service Provider in the investigation and settlement of claims;
11. To comply with the FWCJUA Managed Care Arrangement including directing all injured workers to a Managed Care Arrangement (MCA) physician in the general geographic area when same is available;
12. To allow the Service Provider reasonable access for audit or inspection; and
13. To comply strictly with all terms and conditions of the policy.

PART SIX — COVERAGE AND RATING RULES AND PROCEDURES

The FWCJUA provides workers compensation and employers liability insurance to Employers consistent with the rules and procedures set forth in its Plan of Operation and in conformance with the rules and rating plans approved for the FWCJUA for use in Florida by the Office of Insurance Regulation.

A. EXPLANATION OF COVERAGES

The FWCJUA will insure Employers who are in good faith entitled to insurance required under workers' compensation law, state and federal, and who have been unable to secure such insurance in a regular manner.

1. Available Coverages

The following coverages are available upon the request of the Employer, provided the Employer is deemed eligible for such coverages by the FWCJUA:

- **a.** Coverage for liabilities under the Florida Workers Compensation Law.
- **b.** United States Longshore and Harbor Workers Compensation Act (USL&HWC Act) coverage as an adjunct to the Florida Workers Compensation Law coverage including liabilities under the following Acts provided USL&HWC Act coverage is present on the policy:
  - **(1)** Outer Continental Shelf Lands Act,
  - **(2)** Defense Base Act, and
  - **(3)** Nonappropriated Fund Instrumentalities Act.
- **c.** If workers compensation coverage is provided, employers liability coverage with increased limits up to a maximum of:
  - **(1)** Bodily Injury by Accident $1,000,000 each accident,
  - **(2)** Bodily Injury by Disease $1,000,000 policy limit, and
  - **(3)** Bodily Injury by Disease $1,000,000 each employee.
- **d.** Limited Other States coverage to cover "exposures" that are incidental with respect to Florida Employers and employees.
- **e.** Maritime (Jones Act) coverage Programs I and II (at the standard limits as prescribed in Florida), written as an adjunct to state compensation act coverage.
- **f.** Coverage for the following employments, only if they are not acting as independent contractors:
  - **(1)** Disc Jockeys,
  - **(2)** Exercise Riders,
  - **(3)** Bands,
  - **(4)** Orchestras, and
  - **(5)** Musical and theatrical performers.
- **g.** Coverage on an "if any" (no payroll/exposure) basis, subject to the FWCJUA's special minimum premium rule.
- **h.** Availability of Special Endorsements:
  - **(1)** Our Right to Recover from Others Endorsement if required of the Insured by contract.
  - **(2)** Alternate Employer Endorsement if required of the Insured by contract.

2. Coverages Not Available

The FWCJUA shall not provide coverage for the following:

- **a.** Federal Employers Liability Act (FELA) exposures.
- **b.** Migrant and Seasonal Agricultural Worker Protection Act exposures.
- **c.** Employers liability only exposures.
- **d.** Voluntary compensation exposures.
- **e.** The exclusion of statutory medical benefits (i.e., Ex-medical coverage is not available).
- **f.** Federal workers compensation coverage on an "if any" (no payroll/exposure) basis.
- **g.** Known or anticipated operations or non-incidental exposures in states other than Florida. The term "Non-Incidental Exposures" shall mean any accidental injury or death arising out of and in the course of employment by an employee, whose contract of employment was made in Florida, or whose employment is principally localized in Florida, that leaves Florida and works for his or her employer in a state other than Florida for more than 10 consecutive days, or more than 25 total days, during a calendar year.
- **h.** Those job services excluded from the definition of "employment" under the Florida Workers Compensation Law that are listed below:
  - **(1)** Professional athletes, such as professional boxers, wrestlers, baseball, football, basketball, hockey, polo, tennis, jai alai, and similar players, and motor sports teams competing in professional motor racing events.
  - **(2)** Labor under a sentence of a court to perform community services.
- **i.** Any other exposure not specifically listed under "Available Coverages" above.

B. POLICY INFORMATION

1. Assessable Policies

The FWCJUA issues assessable policies toTier 3 Policyholders. Subject to verification by OIR, the FWCJUA may levy assessments against Insureds in Tier 3 on a pro-rata-earned-premium basis, to fund any deficits that exist in Tier 3. Participants in Tier 3 may be assessed more than once, and any assessment may be made either while the Tier 3 policy is in effect or at any time after the termination, expiration, or cancellation of the Tier 3 policy.

Assessments levied against Tier 3 participants shall cover only the deficits attributable to Tier 3.

In no event shall the FWCJUA levy any assessments against any person or entity, except as authorized by section 627.311(5), Florida Statutes.

2. Policy Period

The FWCJUA offers a one year policy period to Employers. Policy periods of less than one year or greater than one year are not available through the FWCJUA. A policy issued for a period of one year and up to sixteen (16) calendar days is treated as a one year policy.

3. Anniversary Rating Date (ARD)

Application of the Anniversary Rating Date (ARD) rule for rating FWCJUA policies was discontinued effective March 1, 2003. If, however, a policy is cancelled and rewritten by the FWCJUA within sixty (60) calendar days, all rules, classifications, rates, surcharges and fees applicable to the rewritten policy will be those that were in effect at the inception of the cancelled policy provided (1) no voluntary coverage was afforded during the lapse and (2) the rewritten policy's inception date is prior to the cancelled policy's normal expiration date. Policy cancellations initiated by the FWCJUA for purposes of reclassifying an Employer's rating tier assignment shall be rewritten utilizing all rules, classifications, rates, surcharges and fees applicable at the inception date of the rewritten policy.

4. Cancellation

The cancellation condition of the FWCJUA policy will permit cancellation by the insured or by the FWCJUA. The way in which the premium is calculated for cancelled policies will be pro rata based on the time the policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

C. CLASSIFICATIONS

The Classification codes and rules approved for the FWCJUA for use in Florida by the Office of Insurance Regulation are applicable, subject to the following exceptions:

1. Payroll assignments for multiple classifications when an interchange of labor exists.

a. Some employees, who are not miscellaneous employees, may perform duties directly related to more than one classification. An example is an employee who from time to time interchanges between operations subject to more than one classification. When there is such an interchange of labor, the entire payroll of employees who interchange shall be assigned to the highest rated classification representing any part of their work.
Exception: For construction, erection, stevedoring, part time aircraft operations in connection with Code 7421 Aircraft Operations or trucking when such operations constitute a secondary business conducted as a separate undertaking or enterprise, the payroll of an individual employee may be divided and allocated to more than one classification, provided the entries on the original records of the Insured disclose an allocation of each such individual employee's payroll. An estimated or percentage allocation of payroll is not permitted.

b. Code 8810 – Clerical and Code 8742 – Outside Salespersons are not available for division of payroll under this rule.

2. Classifications for FELA operations are not applicable.

D. PREMIUM BASIS, DETERMINATION AND DISCOUNT

The premium basis and determination rules approved for the FWCJUA for use in Florida by the Office of Insurance Regulation are applicable, subject to the following exceptions; however, the premium discount rule is not applicable to the FWCJUA:

1. Minimum Premium

a. Explanation: The minimum premium for the one basic classification that best describes the

business of the Employer within Florida plus the JUA flat fee is the lowest premium required in order to provide insurance under the Standard Policy. The minimum premium shall be stated on the Information Page on an estimated basis. The minimum premium for the one basic classification that best describes the business of the Employer within Florida plus the JUA flat fee is the lowest total policy premium for a policy period not longer than one year.

b. How Determined: The minimum premium for a policy shall be determined on the basis of the highest minimum premium for any classification appearing on the policy.The one basic classification that best describes the business of the Employer within Florida shall appear on the policy.

c. Experience Rating: The minimum premium is not subject to an experience rating modification.

d. Adjustment Upon Audit: The minimum premium is subject to final adjustment and shall be determined upon audit on the following basis:

(1) Minimum premium applicable to policies for which no exposure develops: If no classification develops premium, the minimum premium for the one basic classification that best describes the business of the Employer within Florida shall apply;

(2) Minimum premium applicable to policies for which exposure develops: If premium develops under one or more classifications, the highest minimum premium for any of the classifications developing premium or the minimum premium for the one basic classification that best describes the business of the Employer within Florida shall apply, whichever results in the higher minimum premium.

If final earned premium is less than the applicable minimum premium determined upon audit, that minimum premium shall be charged.

e. Special Minimum Premium Requirements: Special minimum premium requirements exist for:

(1) increased limits of employers liability on a Standard Policy, and

(2) admiralty employments.

2. Deposit and Advance Premium Requirements

a. Deposit Premium: A deposit premium may be required to secure or renew coverage in the FWCJUA. At final audit, the collected deposit premium shall be applied to any earned premium due or to the renewal premium (not to any renewal deposit premium that may be required). The amount of deposit premium is dependent upon the total estimated annual premium.

(1) Total Estimated Annual Premium less than or equal to $5,000: If total estimated annual premium is less than or equal to $5,000, the amount of deposit premium payable shall be equal to 50% of the total estimated annual premium.

(2) Total Estimated Annual Premium greater than $5,000: If total estimated annual premium is greater than $5,000, a deposit premium shall not be required.

Exceptions to (2):

(a) Any person who has been delinquent in the payment of premium, assessments, penalties, fees or surcharges owed to the FWCJUA on previous insurance may be required to send funds sufficient to establish a deposit premium equal to 50% of the total estimated annual premium.

(b) Any person delinquent in the payment of premium, assessments, penalties, fees or surcharges owed to the FWCJUA will be required to pay the debt in full prior to obtaining additional insurance through the FWCJUA and may be required to send funds sufficient to establish a deposit premium equal to 50% of the total estimated annual premium.

Exception to a: If less than 5% additional premium inclusive of fees and surcharges develops for the first policy year and through the second consecutive policy year, the Insured shall not be required to pay a deposit premium for the third consecutive policy year and for each consecutive policy year thereafter provided additional premium generated for each policy year is less than 5% inclusive of surcharges.

b. Advance Premium: The amount of advance premium is dependent upon the total estimated annual premium.

(1) Total Estimated Annual Premium less than or equal to $1,000: If total estimated annual premium is less than or equal to $1,000, the amount of advance premium payable shall be equal to the total estimated annual premium.

(2) Total Estimated Annual Premium greater than $1,000: If total estimated annual premium exceeds $1,000, the amount of advance premium payable shall be at least 50% of total estimated annual premium, but not less than $1,000. In addition, payments equal to the remaining balance in three equal payments rounded upward to the nearest dollar

are payable three (3) months, six (6) months and nine (9) months from policy inception.

Exception to Deposit and Advance Premium Requirements: Any person aware of pending bankruptcy proceedings shall be required to submit to the FWCJUA 100% of the total estimated annual premium and the required deposit premium, if applicable, as well as copies of monthly trustee reports, within five (5) business days of filing with the bankruptcy court.

The deposit and advance premium requirements rule is followed by the Service Provider. The Service Provider, based on sound underwriting practices, has the right to make appropriate changes in the premium installment payment program due to an interim audit. The Service Provider will give the reasons for any change.

Total estimated annual premium and final policy premium are subject to verification and audit by the FWCJUA. This may result in additional premium due or in the return of premium.

Notes: Section 440.381(8), Florida Statutes provides for an Employer to pay a premium to its Insurer not to exceed three times the most recent estimated annual premium if the Employer fails to provide reasonable access to payroll records for a payroll verification audit. Thus, if an Employer refuses to return a voluntary audit request or allow the FWCJUA or its Service Provider reasonable access to its records for purposes of determining the final premium audit under the policy, any and all estimated annual, advance and deposit premium the Employer has paid the FWCJUA that has not yet been earned by the FWCJUA shall be applied to a “three times” bill.

Further, Section 440.381(6), Florida Statutes, provides for an Employer, or his/her agent or attorney, to pay its Insurer a penalty of ten times the amount of the difference in premium paid and the amount the Employer should have paid and reasonable attorney fees if payrolls are intentionally understated or concealed.

3. Premium Modifications for Clients of Employee Leasing Arrangements — Experience Rating Plan

If coverage for leased workers was provided under a policy issued to an Employee Leasing Company and is subsequently provided under a policy issued to the client and the experience of the client is commingled with that of other clients on the Employee Leasing Company’s policy, the following procedure shall apply:

The experience of the client shall be developed and reported to the rating organization by the insurance carrier, to the extent possible, for use in the development of an experience modification for the client. If suitable payroll and loss experience is not reported to the rating organization, then an experience rating modification of a 1.00 shall apply to the client until such time as the client otherwise qualifies for development of its own experience modification.

4. Roofers — Special Deposit

The FWCJUA requires roofing Employers to estimate an annual payroll or exposure amount based on one employee using one-half the state’s annual wage to compute the total estimated annual premium at time of application and/or policy renewal. If, however, upon final payroll audit no payroll or exposure actually develops, a refund will be made to the Employer adjusting the final earned premium to code 5551’s minimum premium plus the flat fee. *(See Miscellaneous Values pages for minimum remuneration to calculate the special deposit.)*

E. LIMITS OF LIABILITY FOR A WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY POLICY

Part Two — Employer’s Liability Increased Limits

The increased limits under Part Two that are available through the FWCJUA are indicated below. No other limits are available from the FWCJUA.

Table for Increased Limits

Limits of Liability	Percentage	Minimum Premium For Increased Limits
(000 omitted)		
$500/500/500	1.1%	$75.00
$1,000/1,000/1,000	1.4%	$120.000

F. SPECIAL CONDITIONS OR OPERATIONS AFFECTING COVERAGE AND/OR PREMIUM

1. Exemption and Election of Coverage

Corporate officers of a corporation and members of Limited Liability Companies (LLCs) shall automatically be covered under an FWCJUA policy unless the Employer files the proper exemption of coverage form with the Division of Workers Compensation, Bureau of Compliance. Officers of corporations or members of Limited Liability Companies (LLCs) in the construction industry are permitted to elect exemption only if they maintain at least a 10% stock ownership in the corporation; however, no more than three corporate officers/members within the corporation/LLC are permitted to be exempt. Corporate officers of corporations and members of an LLC in non-construction industries are also permitted to elect exemption; however, without either of the above-referenced restrictions applicable within the construction industry.

The FWCJUA will recognize the intent of the electronically filed exemption forms submitted at the time of application and will subsequently endorse the appropriate premium for the coverage provided for the corporate officers or members of an LLC from the policy effective date to the date that the exemption is approved by the Bureau of Compliance. The Employer is required to submit a copy of each filed certificate of election to be exempt from coverage to the Service Provider within sixty (60) calendar days of the policy effective date to avoid the premium charge for the corporate officers or members of an LLC. If the Employer does not submit copies of the certificate of election to be exempt within the sixty (60) calendar day grace period, the Service Provider shall charge the premium for the corporate officers or members of an LLC effective retroactive to the policy effective date.

Sole proprietors and partners in the construction industry shall automatically be covered under an FWCJUA policy and cannot elect exemption. Sole proprietors or partners in non-construction industries shall not be covered under an FWCJUA policy unless the Employer files the proper election of coverage form with the Bureau of Compliance.

The FWCJUA will recognize the intent of the election forms submitted at the time of application and will collect the appropriate premium for the coverage to be provided to the sole proprietor or partners in non-construction industries at the time coverage is bound. The Employer is required to submit a copy of the State’s letter acknowledging the election of coverage to the Service Provider within sixty (60) calendar days of the policy effective date to secure coverage for the sole proprietor or partners in non-construction industries. If the Employer does not submit copies of the State's letter acknowledging the election of coverage within the sixty (60) calendar day grace period, the Service Provider shall reduce the premium to exclude the sole proprietor or partners from coverage under the policy effective retroactive to the policy effective date.

When exemption or election of coverage forms are submitted other than at the time of application to the FWCJUA, the Service Provider will include or exclude corporate officers, partners, members of an LLC or sole proprietors as of the date that the election or exemption was approved by the Bureau of Compliance. As such, the timely filing of any required exemption or election forms is required to ensure the proper coverage is being provided.

If a corporate officer or member of an LLC electronically files an exemption form and later wishes to be covered, or if a sole proprietor or partner of non-construction industries files an election form and later wishes to be exempt, the Bureau of Compliance should be contacted to obtain the forms necessary to reverse any prior election or exemption forms filed.

Whether a corporate officer, member of an LLC, sole proprietor or partner is automatically included or excluded from coverage under the Law depends upon several factors. Agencies or their Designated Producers should contact the Bureau of Compliance to determine if, and when, any inclusion or exclusion forms should be filed. In order to determine the correct election or exemption form to file, or to obtain answers to any questions regarding filing procedures, please contact the following office:

Department of Financial Services
Division of Workers’ Compensation
Bureau of Compliance
200 East Gaines Street
Tallahassee, Florida 32399-4228
Phone: (850) 413-1609

In all cases, the original election or exemption forms or any reversal of prior election or exemption forms are to be filed by the Employer with the Bureau of Compliance.

2. Uninsured Subcontractors

Florida law holds contractors who sublet part of their contract work to subcontractors, responsible for workers compensation benefits to injured employees of uninsured subcontractors. A premium will be charged to all contractors who hire subcontractors with employees that do not present a valid certificate of workers compensation insurance for the subcontractors' period of exposure or who employ subcontractors with no employees that do not present an applicable certificate of election to be exempt form from the subcontractors' officer(s) or member(s) of an LLC. Pursuant to Rule 69L-6.012, Florida Administrative Code, no more than three (3) corporate officers or members of an LLC or business entity or any group of affiliated corporations of business entities may be exempt from coverage. Further, each corporate officer or member must present a valid certificate of election to be exempt and will only be applicable to the scope of business or trade listed on the notice of election to be exempt.

Note: Contractors are required to accurately complete and submit a Contractor's Supplemental Application when applying for coverage with the FWCJUA. This form must be signed and dated by an owner or corporate officer of the Employer's business, and the signature must be notarized.

3. Independent Contractors

Any employer that hires an independent contractor, who is not working or performing services in the construction industry, will not be charged premium as an employee provided that individual meets the definition of an independent contractor pursuant to section 440.02(15)(d)(1), Florida Statutes. The individual claiming to be an independent contractor has the burden of proving that he/she is an independent contractor. At a minimum, the FWCJUA shall require a copy of a contract between the employer and the independent contractor, which will be utilized to determine whether the individual claiming to be an independent contractor shall be included as an employee or excluded as an independent contractor for purposes of premium determination.

4. Employee Leasing and Staffing Arrangements

a. Definitions:

(1) "Assigned Worker" or "Assigned Employee" shall mean a person performing services for a Client under a Staffing Arrangement.

(2) "Client" shall mean any person or entity that obtains all or part of its workforce from another entity through an Employee Leasing Arrangement, Staffing Arrangement, Temporary Help Arrangement.

(3) "Employee Leasing Arrangement" shall mean a contractual arrangement where an Employee Leasing Company assigns its employees to a Client and allocates the direction of and control over such Leased Employees between the Employee Leasing Company and the Client, as provided under section 468.520(4), Florida Statutes, Employee Leasing Arrangement does not include Temporary Help Arrangements, as indicated in section 468.520(4)(a), Florida Statutes.

(4) "Employee Leasing Company," and **"Lessor"** shall mean a sole proprietorship, partnership, corporation, or other form of business entity engaged in Employee Leasing Arrangements as provided under Part XI, Chapter 468, Florida Statutes, and section 627.192, Florida Statutes.

(5) "Leased Worker" and "Leased Employee" shall mean a person performing services for a Client under an Employee Leasing Arrangement.

(6) "Lessee" shall mean a Client that contracts with an Employee Leasing Company and is provided employees pursuant to that contract**.**

(7) "Multiple Coordinated Policies Basis" shall mean:

(a) Each Client shall have its own standard workers compensation insurance policy covering its Leased Workers or Assigned Workers required to be covered pursuant to the workers compensation laws of the state.

(b) Employees who are not leased or assigned to a Client shall not be included on the policy required by (a) above.

(c) All policies for Clients of the same Employee Leasing Company or Staffing Company shall be assigned to one FWCJUA Service Provider.

(d) The FWCJUA Service Provider shall arrange to have the same renewal dates for all such policies.

(e) The FWCJUA Service Provider shall arrange to have all notices sent to the Employee Leasing Company or Staffing Company and to have a single master invoice sent to the Employee Leasing Company or Staffing Company for all policies covering the Clients of the Employee Leasing Company or Staffing Company.

(f) If a Client leases employees from more than one Employee Leasing Company or Staffing Company, there shall be a separate policy for the Leased Employees or Assigned Employees of each Employee Leasing Company or Staffing Company.

(g) The FWCJUA Service Provider also shall issue a policy covering the internal employees of the Employee Leasing Company or Staffing Company.

(h) The following endorsements shall be used as appropriate to restrict the coverage to specific employees and to coordinate coverage between Clients and the Employee Leasing Company or Staffing Company: Multiple Coordinated Policy Endorsement (FWCJUA 03 02), Employee Leasing Company or Staffing Company Exclusion Endorsement (FWCJUA 03 21), Employee Leasing Company or Staffing Company Client Exclusion Endorsement (FWCJUA 03 22)

(i) The Employee Leasing Company or Staffing Company and each individual Client will be subject to and must comply with applicable laws, including but not limited to Part X and Chapter 468, Florida Statutes, and section 627-192 Florida Statutes.

(8) "Staffing Arrangement" shall mean an arrangement whereby a Staffing Company assigns employees to a Client through an agreement that establishes a co-employment relationship but does not satisfy the definition of employee leasing or temporary help arrangement, as those terms are defined by section 468.520(4), Florida Statutes, and applied to the Florida Insurance Code by section 627.192(2)(a), Florida Statutes.

(9) "Staffing Company" shall mean a sole proprietorship, partnership, corporation, or other form of business entity that, by contract, financial arrangement, or otherwise, assigns its employees to a Client and agrees to provide workers' compensation coverage and other administrative services including, but not limited to, employer of record services, payroll benefits, and employment taxes processing for the Client.

(10) "Temporary Help Arrangement" shall mean a service whereby an organization hires its own employees and assigns them to a Client, to support or supplement the Client's workforce in special work situations, such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects, for a period not to exceed one year, as defined by Section 468.520(4)(a), Florida Statutes and Rule 61G7-6.001(6), Florida Administrative Code.

(11) "Temporary Help Company" shall mean a sole proprietorship, partnership, corporation, or other form of business entity that provides employees to a Client to support or supplement the Client's workforce in special situations, such as employee absences or other seasonal or short-term workload conditions.

b. Coverage:

(1) An Employer who is a Client in an Employee Leasing Company or Staffing Company that secures coverage directly through the FWCJUA shall be required to cover any and all of its Leased Workers or Assigned Workers on the FWCJUA policy and shall be responsible for paying premium to the FWCJUA that includes any and all of its Leased Workers' or Assigned Workers' payroll in addition to its direct employees (non-Leased Workers or non-Assigned Workers), regardless of whether an Employee Leasing Company or Staffing Company provides workers' compensation and employer's liability insurance for any or all of the Leased Workers or Assigned Workers.

An Employer who is a Client in an Employee Leasing Arrangement or Staffing Arrangement that secures coverage through the FWCJUA on a multiple coordinated policies basis in coordination with an Employee Leasing Company or Staffing Company shall maintain all of the Leased Workers or Assigned Workers on its coordinated FWCJUA policy. Direct employees (non-Leased Workers or non-Assigned Workers) of the Client shall not be included on the FWCJUA policy issued on a multiple coordinated policies basis. The Client may secure FWCJUA coverage for its direct employees (non-Leased Workers or non-Assigned Workers) under separate application to the FWCJUA; however, such coverage is only available through the FWCJUA while the Employer's multiple coordinated policy issued through the

FWCJUA covering the Leased Workers or Assigned Workers is in force without a notice of cancellation.

(2) An Employer who is an Employee Leasing Company or Staffing Company that secures coverage through the FWCJUA shall be required to cover any and all of its direct employees and any and all of its Leased ~~w~~orkers or Assigned Workers on a multiple coordinated policies basis. To afford coverage to an Employee Leasing Company or Staffing Company on a multiple coordinated policies basis, refer to the Multiple Coordinated Policies section of this rule.

c. Premium for Leased Workers and Assigned Workers:

Premium for Leased Workers and Assigned Workers shall be charged as follows:

(1) The risk shall provide a complete payroll record of the Leased Workers and Assigned Workers. Premium on such payroll shall be based on the classifications and rates which would have applied if the Leased Workers and Assigned Workers had been direct employees of the Client.

(2) If the payroll records of the Leased Workers and Assigned Workers are not provided, one hundred percent (100%) of the full Employee Leasing Arrangement or Staffing Arrangement price shall be established as the payroll of the Leased Workers and Assigned Workers. The premium shall be charged on that amount as payroll.

(3) If an experience modification has been established for the risk, such experience modification shall be applied to the premium developed for the Leased Workers and Assigned Workers.

d. Multiple Coordinated Policies:

(1) Eligibility: The Employee Leasing Company or Staffing Company shall meet each of the following requirements at application and thereafter to qualify for securing coverage on a multiple coordinated policies basis:

(a) It is in good faith entitled to insurance required under the workers compensation laws, state and federal, and has been unable to secure such insurance in a regular manner.

(b) Its officers, directors, and any person with a five percent (5%) or greater interest do not owe any undisputed workers compensation premium to the current or prior insurers.

(c) It provides all information required under each policy in accordance with this rule.

(d) It is in compliance with all state laws applicable to Employee Leasing Arrangements or Staffing Arrangements.

In order for the Employee Leasing Company or Staffing Company to secure the coverage for the leased workers or assigned workers to a Client, the Client must be in good faith eligible to receive the insurance. The Client is not in good faith entitled to insurance if any of the following circumstances exist, at the time of application or thereafter, or other evidence exists that the Client is not in good faith entitled to insurance:

(e) If, at the time of application, a self-insured Client is aware of pending bankruptcy proceedings, insolvency, cessation of operations; or conditions that would probably result in occupational disease or cumulative injury claims from exposures incurred while the Client was self-insured.

(f) If the Client, while insurance is in force, knowingly refuses to meet reasonable health and safety requirements.

(g) If the Client, or an enterprise with a common managing interest, has an outstanding obligation for workers compensation premium on previous insurance which is not the subject of a bona fide dispute.

(h) If the Employer, or its representative and/or the Employer's Agency or Designated Producer knowingly makes a material misrepresentation on the Application for Coverage by omission or otherwise, including in the reporting of any of the following, then insurance hereunder may be refused or cancelled: estimated annual premium; estimated payroll; offers of workers compensation insurance; nature of business, name or ownership of business; previous insurance history; or outstanding premium obligation of the employer or other enterprise with a common managing interest.

(2) Policy Issuance: Each policy issued to cover the Leased Workers and Assigned Workers of a specific Employee Leasing Arrangement or Staffing Arrangement on a multiple coordinated policies basis shall be issued in the name of the Client and in accordance with this rule and all other rules governing the issuance of a standard workers compensation insurance policy for FWCJUA business.

A policy issued to cover the direct employees of the Employee Leasing Company or Staffing Company under a multiple coordinated policies basis shall be issued in the name of the Employee Leasing Company or Staffing Company and in accordance with this rule and all other rules governing the issuance of a standard workers compensation insurance policy for FWCJUA business.

(3) Deposit and Advance Premium and the Flat Fee: The deposit and advance premiums for the multiple coordinated policies of a single Employee Leasing Company or Staffing Company (i.e., the Employee Leasing Company or Staffing Company's policy and each Client's policy) shall be determined on an individual policy basis in accordance with the FWCJUA deposit premium and advance premium rules. An advance premium is payable and a deposit premium may be payable at the time of application and at the time of renewal for each policy issued on a multiple coordinated policy basis. Please refer to Part Six D.2. of this manual for the FWCJUA's deposit and advance premium requirements.

Each policy issued under a multiple coordinated policy shall be subject to the flat fee.

(4) Endorsement:

(a) Employee Leasing Company or Staffing Company Policy: Attach the Employee Leasing Company or Staffing Company Exclusion Endorsement (FWCJUA 03 21) to the Employee Leasing Company or Staffing Company's policy to exclude coverage for workers leased to specified Clients.

(b) Client Policy: Attach to each Client's policy, the Multiple Coordinated Policy Endorsement (FWCJUA 03 02) to provide coverage for workers leased from the specified Employee Leasing Company or Staffing Company and to extend coverage to the Employee Leasing Company or Staffing Company.

(5) Assessment: The multiple coordinated policy is an assessable policy issued under Tier 3. If the FWCJUA is unable to pay its obligations, the policyholders in Tier 3 will be required to contribute on a pro rata earned premium basis the money necessary to meet any assessment levied. The Employee Leasing Company or Staffing Company and Client are jointly liable under the multiple coordinated policy on a pro rata basis for that portion of the total assessment which corresponds to the earned premiums attributed to the Client's Leased Workers and Assigned Workers covered under the policy. If the Employee Leasing Company or Staffing Company fails to pay the assessment attributed to the Client's Leased Workers and Assigned Workers, the Client will be required to pay such assessment directly to the FWCJUA without regard to whether the Client has made any payments to the Employee Leasing Company or Staffing Company.

e. Audit: The FWCJUA shall audit any policy issued pursuant to the Coverage section of this rule within ninety (90) calendar days of the policy effective date, and may conduct periodic audits thereafter to determine whether all classifications, experience modifications and estimated payrolls utilized are appropriate.

f. Termination of an Employee Leasing Arrangement or Staffing Arrangement with Client: The Employee Leasing Company or Staffing Company, when feasible, shall notify the FWCJUA of intent to terminate any Client relationship prior to the termination of an Employee Leasing Arrangement or Staffing Arrangement with a Client during the policy term or at policy expiration date. When prior notice is not feasible, the Employee Leasing Company or Staffing Company shall notify the FWCJUA within five (5) working days following actual termination.

5. Mandatory Offer of Deductible

Section 440.20 (1)(b), Florida Statutes, requires notice be sent to each Employer buying workers' compensation insurance that a state-authorized $2,500 deductible plan is available. Any amounts paid by the Employer shall not apply to the experience rating of such Employer, but shall be reported for ratemaking purposes.

Under this plan, an Employer may pay, for each injury for which an employee files a claim as a deductible, up to the first $2,500 of the total amount payable under compensable claims related to such injury. An Employer shall not be reimbursed for any amount paid under this plan; however, the Employer shall report all amounts paid under this plan. Failure to timely report claims under this plan shall be cause for cancellation. Furthermore, the payment or non-payment of this

deductible amount by the Insured shall be treated under the policy in the same manner as payment or non-payment of premiums.

The FWCJUA shall not be required to offer this deductible plan to an Employer if, the Employer does not make written application for the plan; the Employer's minimum workers' compensation standard policy premium is not at least $5,000; and the FWCJUA determines that the Employer is not sufficiently financially stable to be responsible for the payment of the deductible amount, as a result of a credit investigation.

This deductible option may be executed by endorsing the policy with the Florida Benefits Deductible Endorsement (WC 09 06 05). There is no premium credit associated with this option.

This is the only deductible option available in the FWCJUA. The voluntary market Coinsurance, Deductible Insurance, Coinsurance/Deductible, and Intermediate Deductible Insurance options are not available.

6. Waiver of Our Right to Recover From Others (Subrogation)

The Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13) may be attached to the Standard FWCJUA Policy to provide a waiver of subrogation only if required of the Insured by contract.

The additional premium charge for a waiver of subrogation shall be five percent (5%) of the manual premium developed in conjunction with the work for which that waiver is provided, subject to a $250.00 minimum charge for the waiver.

7. Tiers

There are established three rating tiers for various classifications of risk which reflect risk of loss, hazard grade, actual losses, size of premium, and compliance with loss control.

All Employers shall be assigned to one of three rating tiers. The eligibility criteria, applicable rates, applicable surcharges and assessable features for each of the three rating tiers are given below:

a. Tier One: *(Rated and Non-rated Employers with good loss experience)*

(1) Eligibility Criteria for Rated Employers:

(a) Experience modification of less than 1.00 **and**

(b) No lost-time claims subsequent to the applicable experience modification rating period **and**

(c) Total medical-only claims subsequent to the applicable experience modification rating period did not exceed 20% of premium.

(2) Eligibility Criteria for Non-rated Employers:

(a) No lost-time claims for the immediately preceding 3 years **and**

(b) Total medical-only claims for the immediately preceding 3 years did not exceed 20% of premium **and**

(c) Workers compensation coverage was secured for the immediately preceding 3 years **and**

(d) Provides the entire loss history with corresponding policy premium generated by prior workers compensation Insurer(s) for the immediately preceding 3 years **and**

(e) Not a New Business.

(3) Notes to (1) and (2) above:

(a) For rated Employers, the phrase "subsequent to the applicable experience rating period" refers to the experience period beginning on the first date immediately following the last date included within the Employer's applicable experience modification rating, for purposes of securing FWCJUA coverage, through the date immediately preceding the inception or renewal date of the FWCJUA policy.

(b) A rated Employer shall provide his or her applicable experience rating worksheet at time of application.

(c) A rated Employer shall provide his or her entire loss history with corresponding policy premium generated by his or her prior workers compensation Insurer(s) for the rating period subsequent to the applicable experience rating period through the inception or renewal date of FWCJUA coverage.

(d) For non-rated Employers, "immediately preceding 3 years" is defined as 3 years prior

to the inception or renewal date of the FWCJUA policy.

(e) A non-rated Employer who has not elected to secure workers compensation insurance coverage for his or her operations during any portion of the immediately preceding 3 years is deemed ineligible for Tier One.

(f) A rated or non-rated Employer who is unable to produce the required loss history with corresponding policy premium generated by prior workers compensation Insurer(s) is deemed ineligible for Tier One. **Exception:** If the Employer is unable to provide this information due to the insolvency of an Insurer, the Employer must submit the loss history and corresponding policy premium generated by the Receiver for the insolvent Insurer; however, if the Receiver is unable to produce such information, the Employer may submit an affidavit from the Employer and the Employer's insurance agent setting forth the loss history and the corresponding policy premium.

(4) Applicable Rates: FWCJUA rates and minimum premiums

(5) Applicable Surcharges & Fees:

(a) $475 flat fee
93% above voluntary comparable premium

(6) Assessable Feature: Tier 1 is not assessable.

b. Tier Two: *(Rated Employers with moderate loss experience and Non-rated Employers with limited or no loss experience)*

(1) Eligibility Criteria for Rated Employers:

(a) Experience modification of equal to or greater than 1.00 but less than or equal to 1.10 and

(b) No lost-time claims subsequent to the applicable experience modification rating period and

(c) Medical only claims that do not exceed 20% of premium subsequent to the applicable experience modification rating period.

(2) Eligibility Criteria for Non-rated Employers:

(a) A New Business **or**

(b) Less than an immediately preceding 3 years of loss experience with

1. No lost-time claims for the immediately preceding 3 years **and**

2. Medical-only claims that do not exceed 20% of premium for the immediately preceding 3 years.

(3) Notes to (1) and (2) above:

(a) For rated Employers, the phrase "subsequent to the applicable experience rating period" refers to the experience period beginning on the first date immediately following the last date included within the Employer's applicable experience modification rating, for purposes of securing FWCJUA coverage, through the date immediately preceding the inception or renewal date of the FWCJUA policy.

(b) A rated Employer shall provide his or her applicable experience rating worksheet at time of application.

(c) A rated Employer shall provide his or her entire loss history with corresponding policy premium generated by his or her prior workers compensation Insurer(s) for the rating period subsequent to the applicable experience rating period through the inception or renewal date of FWCJUA coverage.

(d) For non-rated Employers, "immediately preceding 3 years" is defined as 3 years prior to the inception or renewal date of the FWCJUA policy.

(e) A rated or non-rated Employer who is unable to produce the required loss history with corresponding policy premium generated by prior workers compensation Insurer(s) is deemed ineligible for Tier Two. **Exception:** If the Employer is unable to provide this information due to the insolvency of an Insurer, the Employer must submit the loss history and corresponding policy premium generated by the Receiver for the insolvent Insurer; however, if the Receiver is unable to produce such information, the Employer may submit an affidavit from the Employer and the Employer's insurance agent setting forth the loss history and the corresponding policy premium.

(4) Applicable Rates: FWCJUA rates and minimum premiums

(5) Applicable Surcharges & Fees:

(a) $475 flat fee

(b) 183% above voluntary comparable premium

(6) Assessable Feature: Tier 2 is not assessable.

c. Tier Three: *(Rated and Non-rated Employers with "poor" loss experience)*

(1) Eligibility Criteria: Includes all Insureds within the plan that are not eligible for Tier One or Tier Two.

(2) Applicable Rates: FWCJUA rates and minimum premiums

(3) Applicable Surcharges & Fees:

(a) $475 flat fee

(b) 183% above voluntary comparable premium and the Assigned Risk Adjustment Program (ARAP)

(4) Assessable Feature: Tier 3 is an assessable rating tier. Employers qualifying for Tier 3 shall receive an assessable policy and shall be required to contribute on a pro-rata-earned-premium basis the money necessary to meet any assessment levied to cover any deficit attributable to Tier 3. Participants in Tier 3 may be assessed more than once, and any assessment may be made either while the Tier 3 policy is in effect or at any time after the termination, expiration or cancellation of the Tier 3 policy. Assessments levied against Tier 3 participants shall cover only the deficits attributable to Tier 3.

No Agency Producer fees are paid on any of the surcharges or fees listed above under Tiers 1, 2 or 3.

Employers are required to meet the eligibility criteria for Tiers 1, 2, and 3 at inception of a new or renewal policy, and the tier assignment shall apply throughout the policy period unless the tier assignment was incorrectly assigned or the Employer's experience rating modification or loss history report(s) with corresponding policy premium generated by prior workers compensation Insurer(s) valued as of the date immediately preceding the effective date of the new or renewal policy does not support the tier assignment.

8. Assigned Risk Adjustment Program (ARAP)

a. Eligibility: An Employer shall be eligible for the Assigned Risk Adjustment Program if it is eligible for an experience rating modification and it qualifies for Tier 3. The application of this program is mandatory for all eligible Insureds and shall apply to all policies written for such Insureds. If an ARAP surcharge factor exists for an Employer qualifying for Tier 1 or Tier 2 it should not be applied to the FWCJUA policy.

b. ARAP Surcharge Formula:

(1) After the calculation of the experience modification factor (M) for a particular Employer, the weighted test ratio (R) is calculated.

$$R = \frac{(0.5 - 0.5W)\,Ap}{M*Ep} + \frac{(0.5 + 0.5W)\,A}{M*E}$$

where: W is the weighting value
A is the actual losses, as limited on a per accident basis
Ap is the actual primary losses
E is the total expected losses
Ep is the expected primary losses
M is the experience modification

All values are those used in the experience modification calculation.

(2) If R is greater than 1.0, a surcharge factor S will be calculated using the following formula:

$$S = 1 + \frac{(0.08)\,E\,(R - 1)^{1.25}}{(E + 3)^{0.5}}$$

where: E is the total expected losses of the particular Insured shown in thousands.
E is determined as follows where E is in thousands:
If E < 40 then E = E
If 40 # E < 170 then E = 100 - 11.844 $(170 - E)^{1/3}$
If 170 # E < 300 then E = 100 + 11.844 $(E - 170)^{1/3}$
If 300 # E then E = 160
R is the weighted test ratio calculated in 2.a. R shall not exceed 2.0.

(3) The surcharge factor S will appear on all rating forms. This surcharge factor will be applied to the standard premium developed in Florida.

c. Surcharge Maximum Limitation: The surcharge is limited to a maximum of one hundred percent (100%) of standard premium. Only Insureds with expected losses equal to or greater than $300,000 will be subject to the maximum surcharge. The following table shows sample maximum surcharges by risk expected loss size.

Risk Expected Losses	**Maximum Surcharges**
2,500	9%
5,000	14%
10,000	22%
25,000	38%
50,000	50%
75,000	53%
100,000	56%
125,000	59%
150,000	64%
175,000	87%
200,000	93%
225,000	95%
250,000	97%
275,000	99%
300,000 and over	100%

d. Definitions: For the purposes of this program the following definitions apply:

(1) Weighted Test Ratio: A comparison of the Employer's actual losses to the modified expected losses. A ratio greater than 1.00 is subject to the ARAP surcharge. This test ratio is limited to 2.00.

(2) ARAP Surcharge Factor: The factor is applied to the normal standard premium when the Insured is a residual market Policyholder. This factor is determined by a formula using the weighted test ratio.

e. Interstate Employers: Experience rated Employers with multi-state operations shall be subject to the Assigned Risk Adjustment Program in states that have approved it. For Employers with interstate exposure, the R (test ratio) and the S (surcharge) values will be computed on a full interstate basis. In ARAP states; "S" will be used to develop the surcharged premium in those states only.

9. Managed Care Arrangement (MCA)

The FWCJUA requires that all medical services for injured workers be furnished through a Managed Care Arrangement (MCA). The cornerstone of this requirement allows for the direction of the injured employee to a certified MCA and if care is not rendered within the MCA, the benefits can be denied and the Employer and/or the employee be held responsible for the medical portion paid on the claim. The FWCJUA provides its Policyholders with a comprehensive claim and managed care system focused on providing injured workers with quality medical treatment, care and attendance to ensure rapid recovery and prompt return to work.

To ensure that FWCJUA Policyholders comply with this requirement, and to avoid the risk of having to pay for services not provided through an MCA, each FWCJUA Employer must agree to do the following:

a. Notify employees of the necessity to use the MCA;
b. Send injured employees only to the health care providers contracted by the FWCJUA; and
c. Attempt to make work available within any employee's physical limitations upon notification of the employee's maximum medical improvement and physical restrictions.

Even though participation is mandatory, the FWCJUA strongly believes that this Managed Care Arrangement, provided through the FWCJUA's Service Provider, delivers a comprehensive, quality program. Once coverage is bound, the FWCJUA Insured will receive a program package which will include:

d. Toll free telephone number for reporting all injuries twenty-four (24) hours a day, seven (7) days a week;
e. Toll free customer service line for any questions regarding this program;
f. Toll free Preferred Provider information line for inquiries concerning appropriate network providers;
g. A letter detailing how to use the Managed Care Arrangement;

h. A network referral letter to be provided to all injured workers for presentation to the Preferred Provider Medical Care Coordinator;
i. A list of Medical Care Coordinators and participating hospitals; and
j. A memo outlining the state mandated grievance procedures for all employees to follow if they have any concerns with services rendered by the Managed Care Arrangement.

The role of the Agency and its Designated Producer is to properly explain the Employer's obligation to use the Managed Care Arrangement and communicate to Employers that failure to obtain medical treatment from a participating network provider, except in cases of emergency or urgently needed care, will jeopardize the Insured's workers' compensation coverage.

10. Contracting Classification Premium Adjustment Program
An Employer with a contracting classification on its policy may qualify for a premium credit under the Florida Contracting Classification Premium Adjustment Program (FCCPAP). Please refer to the NCCI Basic Manual, Florida Miscellaneous Rules for the rules related to this premium credit program.

11. Drug-Free Workplace Premium Credit Program
An Employer who establishes a drug-free workplace may qualify for a premium credit under the Florida Drug-Free Workplace Premium Credit Program. Please refer to the NCCI Basic Manual, Florida Miscellaneous Rules for the rules related to this premium credit program

12. Employer Safety Premium Credit Program
An Employer who establishes a Safety Program in accordance with section 440.1025, Florida Statutes, may qualify for a premium credit under the Florida Employer Safety Premium Credit Program. Please refer to the NCCI Basic Manual, Florida Miscellaneous Rules for the rules related to this premium credit program.

G. ADMIRALTY LAW

Only the $25,000 standard limit of liability under Part Two-Employers' Liability Insurance for admiralty insurance under Program I or II is available through the FWCJUA. Increased limits are not available.

A separate minimum premium of $100 Program I, $200 Program II, applies to a policy which includes classifications for operations subject to admiralty law. Such minimum premium is the lowest premium for insuring admiralty operations and it shall apply in addition to the minimum premium or premium for other operations on such a policy. It is not subject to an experience rating modification.

Effective January 1, 2026 applicable to new and renewal business.

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
0005	2.403	2322	1748	3.169	2900	2534	1.697	1687
0008	2.506	2415	1803	4.577	2900	2570	2.881	2752
0016	3.595	2900	1853	1.940	1906	2585	2.573	2475
0030	2.791	2671	1860	1.412	1431	2586	3.670	2900
0034	2.927	2794	1924	1.869	1842	2587	2.617	2515
0035	1.964	1927	1925	2.248	2183	2589	1.899	1869
0036	3.578	2900	2003	2.778	2660	2600	3.003	2862
0037	3.186	2900	2014	3.422	2900	2623	3.335	2900
0042	4.144	2900	2016	2.170	2113	2651	1.405	1424
0050	3.830	2900	2021	2.545	2450	2660	1.356	1380
0052	2.889	2759	2039	2.403	2322	2670	1.224	1261
0079	1.962	1925	2041	1.936	1902	2683	1.554	1558
0083	4.123	2900	2065	2.048	2003	2688	1.385	1406
0106	6.089	2900	2070	3.653	2900	2702*	6.176	2900
0113	2.364	2287	2081	3.164	2900	2710	5.840	2900
0153	2.518	2426	2089	2.592	2492	2714	3.955	2900
0170	1.693	1683	2095	2.918	2786	2731	3.093	2900
0173	0.671	764	2105	3.411	2900	2735	3.808	2900
0251	2.632	2528	2110	2.688	2579	2759	4.183	2900
0401	6.414	2900	2111	2.176	2118	2790	1.605	1604
0771 N	0.235	371	2112	2.901	2770	2797	3.819	2900
0908 P	155.000	574	2114	1.515	1523	2799	4.547	2900
0913 P	458.000	1383	2119	1.700	1690	2802	3.382	2900
0917	2.755	2639	2121	1.030	1087	2835	1.964	1927
1005	3.566	2900	2130	1.505	1514	2836	1.962	1925
1164	2.425	2342	2131	1.252	1287	2841	2.656	2550
1165	1.783	1764	2157	2.482	2393	2881	2.254	2188
1218	1.771	1754	2172	1.351	1376	2883	3.084	2900
1320	1.553	1557	2174	2.299	2229	2915	2.068	2021
1322	7.087	2900	2211	6.986	2900	2916	2.970	2832
1430	2.229	2166	2220	2.482	2393	2923	1.329	1356
1438	2.514	2422	2286	1.667	1660	2960	4.022	2900
1452	1.686	1677	2288	3.358	2900	3004	1.022	1080
1463	7.427	2900	2302	1.576	1578	3018	2.704	2593
1472	2.522	2429	2305	1.909	1878	3022	2.421	2338
1473	0.948	1013	2361	1.630	1627	3027	2.328	2255
1624	2.194	2134	2362	1.962	1925	3028	3.271	2900
1642	2.353	2277	2380	1.840	1816	3030	3.516	2900
1654	2.370	2293	2388	1.292	1323	3040	3.971	2900
1655	2.194	2134	2402	1.764	1747	3041	2.514	2422
1699	2.286	2217	2413	1.933	1899	3042	2.561	2464
1701	2.663	2556	2416	1.781	1763	3064	2.874	2746
1710	3.358	2900	2417	1.252	1287	3076	2.702	2591
1741	1.941	1906	2501	1.674	1666	3081	3.158	2900
1747	2.024	1981	2503	0.732	819	3082	3.292	2900

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
3085	3.147	2900	3612	1.384	1405	4133	2.463	2376
3110	2.795	2675	3620	2.007	1966	4149	0.517	625
3111	1.593	1593	3629	1.011	1070	4206	2.323	2250
3113	1.381	1403	3632	1.902	1871	4207	2.048	2003
3114	2.072	2024	3634	1.216	1254	4239	1.390	1411
3118	1.394	1414	3635	1.295	1325	4240	1.837	1813
3119	0.611	710	3638	1.278	1310	4243	1.635	1631
3122	1.229	1266	3642	1.081	1133	4244	1.880	1852
3126	2.079	2031	3643	1.812	1790	4250	1.953	1917
3131	1.827	1804	3647	1.702	1691	4251	2.663	2556
3132	2.020	1978	3648	0.987	1048	4263	2.618	2516
3145	1.450	1465	3681	0.489	600	4273	2.246	2181
3146	1.686	1677	3685	0.628	725	4279	2.845	2720
3169	1.764	1747	3719	0.883	955	4282	0.887	958
3175	2.227	2164	3724	2.620	2517	4283	1.353	1377
3179	1.363	1386	3726	2.209	2148	4299	1.441	1457
3180	2.366	2289	3803	2.251	2185	4304	3.673	2900
3188	1.536	1542	3807	1.447	1462	4307	1.393	1413
3220	1.095	1145	3808	1.882	1853	4351	0.805	884
3223	1.761	1745	3821	4.943	2900	4352	1.084	1135
3224	2.224	2161	3822	3.772	2900	4361	0.656	750
3227	2.428	2345	3824	2.592	2492	4410	2.262	2195
3240	2.888	2759	3826	0.566	669	4420	2.358	2282
3241	2.457	2371	3827	1.493	1503	4431	0.866	939
3255	1.781	1763	3830	0.810	889	4432	1.133	1179
3257	2.401	2320	3851	1.464	1477	4452	2.077	2029
3270	1.502	1511	3865	2.051	2005	4459	2.175	2117
3300	2.711	2599	3881	2.421	2338	4470	1.793	1773
3303	2.189	2130	4000	3.610	2900	4484	1.965	1928
3307	1.809	1788	4021	2.898	2768	4493	1.382	1404
3315	2.400	2319	4024	2.544	2449	4511	0.555	659
3334	1.691	1682	4034	4.658	2900	4557	2.100	2050
3336	1.568	1571	4036	1.759	1743	4558	1.585	1586
3365	3.762	2900	4038	1.795	1775	4568	1.697	1687
3372	1.967	1930	4053	1.412	1431	4581	0.672	765
3373	3.005	2864	4061	2.441	2356	4583	3.575	2900
3383	1.086	1137	4062	1.640	1636	4611	0.951	1016
3385	0.696	786	4101	3.052	2900	4635	2.161	2104
3400	2.474	2386	4109	0.382	504	4653	1.500	1510
3507	2.258	2192	4110	0.687	778	4665	5.196	2900
3515	1.179	1221	4111	1.553	1557	4670	2.995	2855
3548	1.090	1141	4113	2.210	2149	4683	2.747	2632
3559	1.483	1494	4114	1.941	1906	4686	2.074	2026
3574	0.588	689	4130	3.492	2900	4692	0.534	640
3581	0.842	918	4131	4.160	2900	4693	0.754	838

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
4703	1.118	1166	5479	4.587	2900	6801 F	4.115	2900
4710	1.824	1801	5480	5.903	2900	6811	2.708	2597
4717	1.584	1585	5491	2.531	2437	6824 F	4.448	2900
4720	1.826	1803	5506	4.098	2900	6826 F	2.389	2310
4740	1.391	1412	5507	3.286	2900	6828 F	4.115	2900
4741	2.241	2176	5508	4.412	2900	6834	2.035	1991
4751	2.086	2037	5509	5.941	2900	6836	2.102	2051
4771 N	1.329	1356	5535	5.331	2900	6838	2.041	1996
4777	3.195	2900	5537	2.995	2855	6843 F	5.160	2900
4825	0.997	1057	5551	6.752	2900	6845 F	4.772	2900
4828	2.279	2211	5606	0.850	925	6854	4.236	2900
4829	1.191	1232	5610	3.393	2900	6872 F	5.494	2900
4902	1.761	1745	5613	5.179	2900	6874 F	6.996	2900
4923	1.224	1261	5645	7.689	2900	6882	1.525	1532
5020	4.098	2900	5651	4.886	2900	6884	2.068	2021
5022	5.220	2900	5703	6.615	2900	7016 M	2.152	2096
5037	7.053	2900	5705	7.742	2900	7024 M	2.391	2311
5040	7.163	2900	5951	0.385	506	7038 M	2.975	2837
5057	2.855	2729	6004	4.111	2900	7046 M	4.208	2900
5059	10.395	2900	6006 F	6.035	2900	7047 M	3.395	2900
5069	15.353	2900	6017	2.071	2023	7050 M	4.693	2900
5102	4.779	2900	6018	2.140	2086	7090 M	3.305	2900
5146	3.261	2900	6045	2.663	2556	7098 M	4.676	2900
5160	1.572	1574	6204	4.465	2900	7099 M	6.640	2900
5183	2.737	2623	6206	2.602	2501	7133	1.826	1803
5188	3.279	2900	6213	1.448	1463	7151 M	2.219	2157
5190	2.969	2831	6214	1.204	1243	7152 M	3.500	2900
5191	0.830	907	6216	3.837	2900	7153 M	2.465	2378
5192	2.542	2447	6217	3.270	2900	7201	6.381	2900
5213	5.184	2900	6229	3.438	2900	7204	1.074	1126
5215	5.116	2900	6233	1.473	1485	7205	6.688	2900
5221	3.873	2900	6235	3.651	2900	7219	5.007	2900
5222	5.482	2900	6236	3.828	2900	7222	6.424	2900
5223	2.597	2497	6237	1.604	1603	7230	5.178	2900
5348	2.671	2563	6251	4.808	2900	7231	6.222	2900
5402	4.772	2900	6252	2.928	2795	7232	7.095	2900
5403	4.364	2900	6306	3.580	2900	7309 F	5.494	2900
5437	4.570	2900	6319	2.829	2706	7313 F	2.420	2337
5443	2.615	2513	6325	3.205	2900	7317 F	6.520	2900
5445	4.526	2900	6400	3.697	2900	7327 F	10.396	2900
5462	4.007	2900	6503	1.936	1902	7333 M	3.693	2900
5472	3.830	2900	6504	2.826	2703	7335 M	4.103	2900
5473	5.650	2900	6702 M*	2.797	2677	7337 M	5.826	2900
5474	4.481	2900	6703 M*	4.413	2900	7350 F	5.287	2900
5478	2.122	2069	6704 M*	3.108	2900	7360	2.935	2801

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7370	3.656	2900	8033	1.180	1222	8603	0.076	228
7380	4.492	2900	8037	2.156	2100	8606	0.966	1029
7382	3.901	2900	8039	1.482	1493	8709 F	3.451	2900
7383	3.166	2900	8044	1.922	1889	8719	2.093	2043
7390	2.818	2696	8045	0.846	921	8720	0.947	1012
7394 M	2.258	2192	8046	2.406	2325	8721	0.191	332
7395 M	2.509	2418	8047	0.740	826	8723	0.069	222
7398 M	3.563	2900	8058	2.532	2438	8725	0.436	552
7402	0.086	237	8061	1.673	1665	8726 F	1.114	1162
7403	2.634	2530	8072	0.606	705	8728	0.359	483
7405 N	0.652	747	8102	1.602	1601	8734 M	0.294	425
7420	5.137	2900	8103	2.029	1986	8737 M	0.265	398
7421	0.497	607	8106	3.540	2900	8738 M	0.418	536
7422	1.043	1098	8107	2.200	2140	8742	0.218	356
7425	1.199	1239	8111	1.543	1548	8745	2.917	2785
7431 N	0.516	624	8116	1.910	1879	8748	0.322	450
7445 N	0.351	476	8203	5.145	2900	8755	0.279	411
7453 N	0.278	410	8204	2.824	2701	8799	0.403	523
7502	1.625	1622	8209	3.487	2900	8800	1.553	1557
7515	0.642	738	8215	3.570	2900	8803	0.037	193
7520	1.784	1765	8227	3.372	2900	8805 M	0.142	288
7538	1.652	1646	8232	3.848	2900	8810	0.105	254
7539	1.040	1096	8233	2.762	2645	8814 M	0.128	275
7540	1.621	1619	8235	3.653	2900	8815 M	0.201	341
7580	1.687	1678	8263	4.674	2900	8820	0.068	221
7590	2.811	2689	8264	3.822	2900	8824	2.108	2057
7600	3.472	2900	8265	3.218	2900	8825	1.309	1338
7605	2.119	2067	8273	2.764	2647	8826	1.907	1876
7610	0.353	478	8274	3.544	2900	8829	1.570	1573
7704	3.854	2900	8279	5.371	2900	8831	1.119	1167
7705	3.141	2900	8288	6.026	2900	8832	0.218	356
7720	2.572	2474	8291	2.973	2835	8833	0.670	763
7855	2.302	2231	8292	2.458	2372	8835	1.378	1400
8001	2.375	2297	8293	4.842	2900	8841	1.161	1205
8002	1.795	1775	8304	4.817	2900	8842	1.592	1592
8006	1.542	1547	8350	3.592	2900	8855	0.070	223
8008	1.046	1101	8353	4.315	2900	8856	0.294	425
8010	1.343	1368	8380	1.669	1662	8864	0.816	894
8013	0.239	375	8381	1.581	1583	8868	0.362	486
8015	0.683	775	8385	1.889	1860	8869	0.934	1000
8017	1.179	1221	8392	1.572	1574	8871	0.031	188
8018	2.918	2786	8393	1.183	1224	8901	0.100	250
8021	2.266	2199	8500	3.923	2900	9012	0.605	704
8031	1.732	1718	8601	0.275	407	9014	2.453	2367
8032	1.597	1597	8602	1.293	1323	9015	2.567	2470

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
9016	1.641	1637			
9019	2.019	1977			
9033	1.618	1616			
9040	2.752	2636			
9047	1.938	1904			
9052	1.556	1560			
9058	1.197	1237			
9060	1.119	1167			
9061	1.089	1140			
9063	0.691	782			
9077 F	4.115	2900			
9082	1.160	1204			
9083	1.197	1237			
9084	1.046	1101			
9088a	--	--			
9089	0.687	778			
9093	1.020	1078			
9101	2.182	2123			
9102	2.526	2433			
9154	1.379	1401			
9156	2.350	2275			
9170	7.372	2900			
9178	3.800	2900			
9179	5.461	2900			
9180	2.488	2399			
9182	1.460	1474			
9186	8.921	2900			
9220	4.104	2900			
9402	4.144	2900			
9403	5.331	2900			
9410	1.987	1948			
9501	2.200	2140			
9505	2.573	2475			
9516	1.630	1627			
9519	3.384	2900			
9521	2.583	2484			
9522	1.728	1715			
9534	3.988	2900			
9554	5.265	2900			
9586	0.427	544			
9600	1.678	1670			
9620	1.401	1421			

*Refer to Footnote Pages for more information on this class code.

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MISCELLANEOUS VALUES

Average Weekly Wage applicable only in connection with of the Basic Manual,rule, Rules for including wages when tips, automatic gratuities, or service charges make up part of employee's earnings in payroll. $30

Code 5551 — "Roofing - All Kinds & Yard Employees, Drivers"
Minimum Remuneration for Special Deposit $32,760

Note: The minimum Remuneration is based on an estimate of one employee using one-half the state's average annual wage. If upon final payroll audit, no payroll or exposure actually develops, the final earned premium will be adjusted to this classification's minimum premium plus the flat fee.

Basis of Premium applicable in accordance with the footnote instructions for Code 7370 "Taxicab Co.":
Employee operated vehicle $101,000
Leased or rented vehicle $67,300

Expense Constant..... $160

Flat Fee $475

Maximum Weekly Payroll for premium determination of executive officers, Code 9178 --"Athletic Sports or Park: Noncontact Sports," and Code 9179 -- "Athletic Sports or Park: Contact Sports" in accordance with ***Basic Manual*** Rule ID: BM-PAYS SCE3C $3,900

Minimum Weekly Payroll for premium determination of executive officers in accordance with ***Basic Manual*** Rule ID: BM-EXEP-RE6B6:
Executive Officers in the construction industry $650
All other executive officers $1,300

Premium Determination for Partners and Sole Proprietors in accordance with Basic Manual Rule ID BM-PART-RD016 ..... $67,300

Note: If the actual remuneration received by the partner or sole proprietor as evidenced by IRS Schedule C forms is less than the amount shown above, the actual amount may be used.

United States Longshore and Harbor Workers Compensation Coverage Percentage applicable only in connection with the Basic Manual Rule ID:BM-FEDE-C8CCE 56%

(Multiply a Non- "F" classification rate by a factor of 1.56 to adjust for the differences in benefits and loss-based expenses. This factor is the product of the adjustment for differences in benefits (1.50) and the adjustment for differences in loss-based expenses (1.037).)

EXPERIENCE RATING ELIGIBILITY

A risk's rating effective date determines the applicable minimum subject premium eligibility amount to qualify for experience rating based on {a) subject premium from the most recent 24 months of the experience period, or {b) average annual subject premium if using more than 24 months of experience in the experience period.

Subject premium eligibility amounts table for Florida

Rating effective date	**Minimum subject premium eligibility amount based on subject premium from the most recent 24 months of the experience period ($)**	**Minimum subject premium eligibility amount based on average annual subject premium if using more than 24 months of experience in the experience period ($)**
07/01/2026 and after	15,500	7,750
07/01/2025 to 06/30/2026	15,000	7,500
07/01/2024 to 06/30/2025	14,000	7,000

FOOTNOTE

a Rate for each individual risk must be obtained from NCCI Customer Service or the Rating Organization having jurisdiction.

A Minimum Premiums $100 per ginning location for policy minimum premium computation.

F Rate provides for coverage under the United States Longshore and Harbor Workers' Compensation Act and its extensions. Rates include a provision for the USL&HWC assessment.

M Rate provides coverage under Admiralty Law. A provision for the USL&HWC Assessment is included for those classifications under Program II USL Act.

N This code is part of a ratable / non-ratable group shown below. This statistical non-ratable code and corresponding rate are applied in addition to the basic classification when determining premium.

Class Code	Non-Ratable Element Code
4771	0771
7405	7445
7431	7453

P Classification is computed on a per capita basis.

***Class Code with Specific Footnotes**

1803 See Florida Specific Rules for Treatment of Disease Coverage.

2702 An upset payroll of $10.00 per cord has been established for use only when payroll records are not available and shall be used for premium computation purposes in accordance with the classification footnote.

6702 Rate and rating values only appropriate for laying or relaying of tracks or maintenance of way - no work on elevated railroads. Otherwise, assign appropriate construction or erection code rate and elr each x 1.215.

6703 Rate and rating values only appropriate for laying or relaying of tracks or maintenance of way - no work on elevated railroads. Otherwise, assign appropriate construction or erection class rate x 1.808 and elr x 1.746.

6704 Rate and rating values only appropriate for laying or relaying of tracks or maintenance of way - no work on elevated railroads. Otherwise, assign appropriate construction or erection class rate and elr each x 1.35.

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PART SEVEN — FORMS

FWCJUA AFC25

Employment and Wage Information Release Agreement

Employer Affidavit

Quarterly Payroll Reporting Form

ERM-14 Form - Request for Ownership Information

Employee Leasing Company or Staffing Company Exclusion Endorsement (FWCJUA 03 21)

Employee Leasing and Staffing Client Exclusion Endorsement (FWCJUA 03 22)

Employee Leasing Company/Staffing Company Multiple Coordinated Policy Endorsement (FWCJUA 03 02)

Assessable Policy Notice Endorsement (FWCJUA 04 01)

Tier and Premium Surcharge Notice Endorsement (FWCJUA 04 02)

Cancellation Endorsement (FWCJUA 04 06)

Assigned Risk Adjustment Program Endorsement (FWCJUA 04 07)

Florida Limited Other States Endorsement (FWCJUA 03 01)

"If Any" Policy Notice Endorsement (FWCJUA 03 03)

Application for $2,500 Deductible Plan

Application for Drug-Free Workplace Premium Credit Program (Form 09-1)

Certification of Employer Workplace Safety Program Premium Credit (Form 09-3)

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Florida Workers Compensation Joint Underwriting Association, Inc.

APPLICATION FOR COVERAGE
(FWCJUA AFC25)

1 - APPLICATION INFORMATION

APPLICATION NUMBER		SUBMIT DATE		SEND DATE	

2 - PRODUCER INFORMATION

PHONE		FAX	
LICENSE		FWCJUA ID	
EMAIL			
NAME & ADDRESS			

3 - APPLICANT GENERAL INFORMATION

APPLICANT NAME (INCLUDING DBA NAME(S))					
MAILING ADDRESS					
FEDERAL EMPLOYER ID		YEARS IN BUSINESS		ESTIMATED ANNUAL REVENUE	
LEGAL STATUS		UNEMPLOYMENT COMP. NUMBER		NCCI RISK ID	
NATURE OF BUSINESS					

	○ Yes ○ No	Does Applicant operate as a Temporary Help Company as this term is defined in Part Six, F.4.a. of the FWCJUA Operations Manual?
	○ Yes ○ No	Does Applicant operate as an Employee Leasing Company (aka PEO) or Staffing Company as these terms are defined in Part Six, F.4.a. of the FWCJUA Operations Manual?
	○ Yes ○ No	Is the Applicant a Client of an Employee Leasing Company (aka PEO) or Staffing Company as these terms are defined in Part Six, F.4.a of the FWCJUA Operations Manual?
	○ Yes ○ No	Is the Applicant seeking coverage for additional entities?

4 - ADDITIONAL ENTITIES TO BE COVERED

ENTITY NAME	ENTITY FEIN	FWCJUA ENTITY ID

5 - APPLICANT SIGNATORY / CONTACT INFORMATION

SIGNATORY CONTACT		SIGNATORY PHONE		SIGNATORY EMAIL	
INSPECTION CONTACT		INSPECTION PHONE		INSPECTION EMAIL	
ACCOUNTING CONTACT		ACCOUNTING PHONE		ACCOUNTING EMAIL	
CLAIMS CONTACT		CLAIMS PHONE		CLAIMS EMAIL	

6 - POLICY INFORMATION

DESIRED EFFECTIVE DATE		TIER		$2500 DEDUCTIBLE	○Yes ○No
WORKERS COMPENSATION STATE OF COVERAGE	FL		USL&HWC ACT COVERAGE REQUESTED?	○ Yes ○ No	

EMPLOYER'S LIABILITY - LIMITS OF LIABILITY REQUESTED

SELECT	Each Accident	Disease Policy	Disease Employee
○	$100,000	$500,000	$100,000
○	$500,000	$500,000	$500,000
○	$1,000,000	$1,000,000	$1,000,000

7 - LOCATION INFORMATION LIST PHYSICAL LOCATIONS OF ALL FLORIDA WORKPLACES

ADDRESS	SUITE #	CITY	STATE	ZIP

RATING INFORMATION

ADDRESS	SUITE #	CITY	STATE	ZIP

RATING INFORMATION

CLASS CODE	OFFICER Y/N	DESCRIPTION	EMPLOYEE COUNT	PRIOR PAYROLL	ESTIMATED PAYROLL	RATE	ESTIMATED PREMIUM

8 - OFFICERS / OWNERS INFORMATION OWNER, MEMBER, PARTNER OR OFFICER

INCLUDE Y/N	NAME	TITLE	DUTIES	APPROXIMATE ANNUAL SALARY
	BIRTHDATE	SOCIAL SECURITY NUMBER	CLASS CODE	OWNERSHIP PERCENTAGE
	BIRTHDATE	SOCIAL SECURITY NUMBER	CLASS CODE	OWNERSHIP PERCENTAGE

9 - WAIVER(S) OF SUBROGATION INFORMATION

○ Yes ○ No Is a Waiver of Subrogation required?

CLASS CODE	COMPANY NAME	PAYROLL	USL&HWC ACT Y/N	ADDITIONAL PREMIUM FOR WAIVER

10 - PRIOR INSURER INFORMATION / LOSS HISTORY INFORMATION

○ Yes ○ No Has there been any workers compensation insurance coverage in the past five (5) years?

YEAR	INSURER / INSURANCE COMPANY NAME	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ANNUAL PREMIUM	MOD	NUMBER OF CLAIMS	AMOUNT PAID

11 - EMPLOYEE INFORMATION

○ Yes ○ No Are there any employees to report other than Owners, Members, Partners or Officers?

The disclosure of social security numbers of employee's that are neither owners, members, partners, nor officers is voluntary and not required to obtain coverage from the FWCJUA. Social Security Numbers collected by the FWCJUA are confidential and exempt from section 119.07(1), Florida Statutes.

NAME	CLASS CODE	SOCIAL SECURITY NUMBER	JOB DUTIES	ANNUAL PAYROLL

12 - GENERAL QUESTIONS

1	○ Yes	○ No	Is the Applicant currently in bankruptcy or aware of anticipated or pending bankruptcy proceedings? **Yes** triggers the following: Provide copies of the current bankruptcy documents, to include the most recent monthly trustee report and if not available, explain why.
2	○ Yes	○ No	Has the Applicant had any prior workers compensation coverage cancelled or non-renewed in the last four (4) years? **Yes** triggers the following: Provide the name of the workers compensation insurer and explain when and why the coverage was cancelled or non-renewed.
3	○ Yes	○ No	Does the Applicant or an Affiliated Person, as defined in section 627.311(5)(t), Florida Statutes, have any **anticipated** debt for unpaid premiums owed to any previous workers compensation insurer? **Yes** triggers the following: Provide the name of the workers compensation insurer(s), policy period(s), policy numbers(s) and the amount of the debt.
4	○ Yes	○ No	Does the Applicant or an Affiliated Person, as defined in section 627.311(5)(t), Florida Statutes, have an outstanding obligation for workers compensation premium, disputed or undisputed, on current or previous insurance to any agent, broker or workers compensation insurer? **Yes** triggers the following:

			Provide details of the outstanding obligation for workers compensation premium, disputed and undisputed on current or previous insurance to any agent, broker or workers compensation insurer.
5	○ Yes	○ No	Has the Applicant failed to comply and resolve a final premium audit with a previous workers compensation insurer? **Yes** triggers the following: Provide details as to why the Applicant failed to comply and resolve a final premium audit with a previous workers compensation insurer.
6	○ Yes	○ No	Has the Applicant refused to meet reasonable health and safety requirements with a previous workers compensation insurer? **Yes** triggers the following: Provide details as to why the Applicant refused to meet reasonable health and safety requirements with a previous workers compensation insurer.
7	○ Yes	○ No	Is this a "New Business" as the term is defined in the KEY TERMS/DEFINITIONS section of the FWCJUA Operations Manual?
8	○ Yes	○ No	Is the Applicant engaged in any other type of business? **Yes** triggers the following: For each other type of business in which the Applicant is engaged, provide the legal name, FEIN and a description of the business operations.
9	○ Yes	○ No	In the past five (5) years, has the Applicant owned a majority interest in another entity? **Yes** triggers the following: Provide a completed Request for Ownership Information - ERM-14 Form specifically identifying the majority ownership interests of the Applicant in the past five (5) years.
10	○ Yes	○ No	Is the Applicant legally related through common management or ownership, or does it exhibit any degree of control over any entity? **Yes** triggers the following: Provide a completed Request for Ownership Information - ERM-14 Form specifically identifying the entities to which the Applicant is either related to through common management or exhibits any degree of control over.
11	○ Yes	○ No	In the past five (5) years, has the Applicant been a party to any of the following types of transactions: • Name and/or legal status change (excludes solely DBA name changes); • Sale, transfer, or conveyance of any type; • Merger or consolidation of any type; • Ownership change of any type; • Formation of a new entity for any reason; • Establishment of an irrevocable trust or receiver, either voluntarily or by court mandate? **Yes** triggers the following: Provide a completed Request for Ownership Information - ERM-14 Form. For ease of completion, a separate ERM-14 may be completed and provided for each specific type of transaction.

12	◯ Yes	◯ No	Does the Applicant have operations in other states? **Yes** triggers the following: List the state(s), other than FL, where operations currently exist.
13	◯ Yes	◯ No	Is the Applicant likely to operate in other states during the policy term? **Yes** triggers the following: List the state(s), other than FL, where operations are anticipated.
14	◯ Yes	◯ No	Is there any interchange of labor between the Applicant and any other business(es) or subsidiary(ies)? **Yes** triggers the following: Provide the name and FEIN of each business or subsidiary with corresponding name, payroll and job duties for each of the interchanged employees.
15	◯ Yes	◯ No	Is the Applicant using subcontractors and/or independent contractors?
16	◯ Yes	◯ No	Does the Applicant have any part-time or seasonal employees?
17	◯ Yes	◯ No	Does the Applicant have any volunteer or donated labor?
18	◯ Yes	◯ No	Do the Applicant's employees travel out of state? **Yes** triggers the following: Provide an explanation of why, where, when and how often employees travel out of state.
19	◯ Yes	◯ No	Does the Applicant have any employees that predominantly work from home? **Yes** triggers the following: Provide the name and address for each employee that predominantly works from home.
20	◯ Yes	◯ No	Does the Applicant pay any employees or workers in cash, by Zelle/CashApp or similar platform, or any other form of payment other than check, such as by gift card?
21	◯ Yes	◯ No	Does the Applicant report pay for any workers or freelancers by 1099?
22	◯ Yes	◯ No	Did the Applicant file Florida Department of Revenue Employer's Quarterly Report RT-6 forms for any of the last four (4) quarterly periods? **Yes** and **No** triggers the following: Provide copies of all RT-6 forms that were filed for the last four (4) quarterly reporting periods and if all four (4) were not filed, explain why.
23	◯ Yes	◯ No	If RT-6 forms were filed for any of the last four (4) quarterly periods, are there any of the Applicant's employees not listed on the forms? **Yes** triggers the following: Provide the name of each employee that the Applicant did not include on any of the filed RT-6 forms.

24	◯ Yes	◯ No	Is the Applicant's remuneration being estimated for the next 12 months less than the Applicant's actual remuneration paid for the prior 12 months? **Yes** triggers the following: Explain why the Applicant is estimating less remuneration for the next 12 months.
25	◯ Yes	◯ No	Does the Applicant own, operate or lease aircraft? **Yes** triggers the following: Are any of the aircraft helicopters? Is the aircraft used for business purposes? Is the aircraft used for personal purposes? Do any of the Applicant's employees and/or officers operate the aircraft? **Yes** triggers the following: Provide the name of each employee and/or officer that is authorized to fly the aircraft, and individually identify the type of license held, the license number and a description of each employee's job duties and responsibilities. Do any of the Applicant's employees and/or officers serve as a non-pilot flight crew member of the aircraft? Do any of the Applicant's employees and/or officers serve as a ground crew member of the aircraft, to include servicing and repairing the aircraft?
26	◯ Yes	◯ No	Does the Applicant own, operate or lease watercraft? **Yes** triggers the following: Is the watercraft used for business purposes? Is the watercraft used for personal purposes? Provide a description of the watercraft/vessel. What is the length of the watercraft (in feet)? What is the watercraft used for? Do any of the Applicant's employees and/or officers operate the watercraft? Provide the name of each employee and/or officer that is authorized to operate the watercraft, and individually identify any type of license held, the license number (if any), and describe the job duties and responsibilities of each such employee and/or officer. Do any of the Applicant's employees and/or officers service or repair the watercraft? Provide the name of each employee and/or officer that services or repairs the watercraft and describe the job duties and responsibilities of each such employee and/or officer.
27	◯ Yes	◯ No	Do any of the Applicant's employees perform work on a barge, vessel, dock, or bridge over water, to include deliveries to such areas?

			Yes triggers the following: Provide the details of the work performed on barges, vessels, docks or bridges over water.
28	◯ Yes	◯ No	Does the Applicant wish to purchase United States Longshore and Harbor Workers Compensation Act (USL&HWC Act) coverage?
29	◯ Yes	◯ No	Does the Applicant currently have a Protection & Indemnity (P & I) insurance policy and/or a Maritime Employer Liability (MEL) insurance policy? **Yes** triggers the following: Provide copies of the current P & I and/or MEL policies.
30	◯ Yes	◯ No	Does the Applicant conduct underwater operations that require diving or the use of submersibles (e.g., underwater tours, construction, demolition, etc.)?
31	◯ Yes	◯ No	Does the Applicant manufacture, store or handle fireworks or pyrotechnics?
32	◯ Yes	◯ No	Does the Applicant manufacture, store or handle firearms or ammunition?
33	◯ Yes	◯ No	Does the Applicant handle exotic or dangerous animals?
34	◯ Yes	◯ No	Do operations include employees participating in high-risk recreation or using associated equipment (e.g., jet skis, ATVs, speed boats, sky diving, parasailing, rock climbing, zip-lines, helicopter tours, etc.)?
35	◯ Yes	◯ No	Are employees engaged in competitive sporting activities or competitions (e.g., team sports, racing, etc.)?
36	◯ Yes	◯ No	Are employees engaged in high-risk performance activities (e.g., aerial acrobatics, waterski shows, circus acts, etc.)?
37	◯ Yes	◯ No	Do you have past, present or discontinued operations involving storing, treating, discharging, applying, disposing or transporting of hazardous materials? (e.g., landfills, wastes, fuel tanks, etc.)
38	◯ Yes	◯ No	Are employees exposed to hazardous chemicals in the workplace (e.g., flammable, explosive, corrosive, poisonous, radioactive, etc.)?
39	◯ Yes	◯ No	Is any work performed 15 feet above ground? **Yes** triggers the following: Provide details of the type of work performed above 15 feet and the maximum height exposure.
40	◯ Yes	◯ No	Is any work performed underground? **Yes** triggers the following: Provide details of the type of work performed underground.
41	◯ Yes	◯ No	In the past three (3) years, has the Applicant been a Client of an Employee Leasing Company (aka PEO) or Staffing Company, as these terms are defined in Part Six, F.4.a. of the FWCJUA Operations Manual? **Yes** triggers the following: Provide the name of the Employee Leasing Company (aka PEO) or Staffing Company including the dates of coverage the Applicant had been with the Employee Leasing Company (aka PEO) or Staffing Company.
42	◯	◯	Does the Applicant anticipate becoming a Client of an Employee Leasing Company (aka PEO) or Staffing

	Yes	No	Company, as these terms are defined in Part Six, F.4.a. of the FWCJUA Operations Manual, during its 12-month policy period with the FWCJUA? **Yes** triggers the following: An Employer who is a Client in an Employee Leasing Company (aka PEO) or Staffing Company that secures coverage directly through the FWCJUA shall be required to cover any and all of its Leased Workers or Assigned Workers on the FWCJUA policy and shall be responsible for paying premium to the FWCJUA that includes any and all of its Leased Workers or Assigned Workers payroll in addition to its direct employees (non-Leased Workers or non-Assigned Workers), regardless of whether an Employee Leasing Company or Staffing Company provides workers compensation and employers liability insurance for any or all of the Leased Workers or Assigned Workers.
43	◯ Yes	◯ No	Will the Applicant be financing its premium with a premium finance company?
44	◯ Yes	◯ No	Has the Applicant or any of its employees reported a workers compensation injury within the last 60 days? **Yes** triggers the following: Provide details of all workers compensation injuries within the last 60 days.

13 - CONTRACTOR SUPPLEMENTAL INFORMATION

The following information has been collected because the application contains one or more class codes classified as construction.

Florida law holds contractors who sublet part of their contract work to subcontractors, responsible for workers compensation benefits to injured employees of uninsured subcontractors. A premium will be charged to all contractors who hire subcontractors with employees that do not present a valid certificate of workers compensation insurance for the subcontractors' period of exposure or who employ subcontractors with no employees that do not present an applicable certificate of election to be exempt form from the subcontractors' officer(s) or member(s) of an LLC. Pursuant to Rule 69L-6.012, Florida Administrative Code, no more than three (3) corporate officers or members of an LLC or business entity or any group of affiliated corporations of business entities may be exempt from coverage. Further, each corporate officer or member must present a valid certificate of election to be exempt and will only be applicable to the scope of business or trade listed on the notice of election to be exempt.

A - ◯ **Yes** ◯ **No Do you operate a business in a licensed trade?**

If you are operating a business that requires a license issued by or under authority of the DBPR but you are NOT the license holder, provide the name of the individual (the Qualifier) whose license you are using to qualify your business.

Name		License #	

B - Who manages your office, answers the phone?

C - List the different types of construction work you anticipate performing during the policy term:

D - ◯ **Yes** ◯ **No Do you have any jobs in progress or jobs contracted to perform?**

List all jobs you have in progress or have been contracted to perform, with the jobsite address, description of work, customer's name with phone number and dollar amount of the job/contract.

JOB ADDRESS	DESCRIPTION	CUSTOMER NAME & PHONE	JOB/CONTRACT $

E - Estimate the number of jobs you complete annually:

F - Give a complete description of how you obtain jobs.

G - List all equipment owned and/or used in your business.

H - ◯ **Yes** ◯ **No Do you operate without any employees?**

If Yes, please answer the following three (3) questions.

i - How is the work performed?

ii - Who performs the work?

iii - Why do you need workers compensation insurance?

I - ◯ **Yes** ◯ **No Do you use subcontractors?**

If Yes, list the names of all subcontractors you use or anticipate using.

LEGAL BUSINESS NAME AND ADDRESS	FEIN	TYPE OF WORK	# OF WORKERS	LABOR AMOUNT	APPLICABLE DOCUMENTS
					◯Certificate of Insurance (COI) ◯Exemption Form AND Notarized Letter * ◯Leasing or Staffing Company (COI) AND Notarized Letter ** ◯None
					◯Certificate of Insurance (COI) ◯Exemption Form AND Notarized Letter * ◯Leasing or Staffing Company (COI) AND Notarized Letter ** ◯None

J - ◯ **Yes** ◯ **No Do your subcontractors provide a foreperson or superintendent at each jobsite?**

K - ◯ **Yes** ◯ **No Do you use any subcontractors who perform the work themselves and have no employees?**

** For all subcontractors using Workers Compensation Exemptions, please provide a notarized affidavit from an Officer/Member disclosing the number of employees they have and the identity of all their subcontractors.* ***NOTE: A sole proprietor or owner-operator with no employees, working as a subcontractor, will cause all the payroll of the Construction Executive Supervisor or Construction Superintendent to be assigned to the highest rated construction classification code applicable to the policy, rather than to Code 5606.***

*** For all subcontractors using Leased Workers and Assigned Workers, please provide a certificate of insurance from the Employee Leasing Company or Staffing Company along with a notarized affidavit from the subcontractor on his/her letterhead, certifying that the subcontractor understands that its contract with the Employee Leasing Company or Staffing Company limits its workers compensation coverage to enrolled worksite employees only and does not cover uninsured subcontractors or casual labor exposures. The subcontractor must further certify that 100% of his/her workers are covered as enrolled worksite employees with the Employee Leasing Company or Staffing Company and that he/she does not hire any casual or uninsured labor outside of the Employee Leasing Arrangement or Staffing Arrangement; in the event that he/she hires any workers not covered by the Employee Leasing Company's or Staffing Company's workers compensation policy, the subcontractor will notify the captioned employer prior to allowing said worker(s) onto the worksite.*

IMPORTANT INFORMATION REGARDING THE USE OF OUT-OF-STATE SUBCONTRACTORS:

In accordance with Rule 60L-6.019, Florida Administrative Code, every employer who is required to provide workers compensation coverage for employees engaged in work in Florida shall obtain a Florida policy or endorsement for such employees that utilizes Florida class codes, rates and manuals that are in compliance with and approved under the provisions of Chapter 440, Florida Statutes, and the Florida Insurance Code, pursuant to sections 440.10(1)(g) and 440.38(7), Florida Statutes.

IMPORTANT INFORMATION REGARDING LICENSING:

Chapter 489.113(2), Florida Statutes, states: A person must be certified or registered in order to engage in the business of contracting in this state. If you are a contractor licensed by or under the authority of the Department of Business and Professional Regulation (DBPR), you are required to hire and pay the subcontractors directly. Pulling permits for others, who are not licensed to engage in the business of contracting is prohibited. ***NOTE: Subcontractors must be paid directly by the qualified business entity that pulls the permits.***

The FWCJUA recommends that all employers who hire subcontractors register with the Department of Financial Services to aid in tracking uninsured subcontractors. Go to https://contractor.fldfs.com/. Follow the instructions for registering and the Department will endeavor to notify you when any of your subcontractors receive notification of cancellation and/or reinstatement

to their policies. An employer insured by the FWCJUA is responsible for paying premium on all uninsured subcontractors.

14 - TRUCKER SUPPLEMENTAL INFORMATION

The following information has been collected because the application contains one or more of the following class codes : 7219, 7222, 7230, 7231, 7232.

A - ◯ **Yes** ◯ **No** **Do you or your employees operate out of a base terminal?**

A base terminal is a permanent location owned, leased or used by the trucker at which loading, unloading and other non-clerical work functions such as maintenance, repairs and transfers are performed and from which the driver/employee physically reports to work on a regular basis.

If Yes, list the base terminal address(es) and drivers assigned to each terminal.

BASE TERMINAL ADDRESS(ES)	DRIVERS

B - ◯ **Yes** ◯ **No** **Do you or your employees spend a majority of driving time in any state other than Florida?**

State of majority driving time means the state where the trucker spends more time driving in or through than any others and it must be verifiable.

If Yes, list the state of majority of driving time for yourself and/or each employee.

NAME - ALL DRIVERS	STATE

If No, list your and/or your employees state(s) of residence.

State of residence means the state in which the trucker resides as evidenced by the location of filing of state or federal income taxes.

NAME - ALL DRIVERS	STATE

C - ◯ **Yes** ◯ **No** **Do you or companies with whom you have contracts employ or use any independent owner - operators?**

If Yes, list all independent operators.

NAME - ALL DRIVERS	HOME ADDRESS

D - ◯ **Yes** ◯ **No** **Do you have workers compensation certificates of insurance on file for each owner - operator?**

If yes, provide copies of same.

E - ◯ **Yes** ◯ **No** **Do you have an equipment lease agreement with your employees and/or owner - operators?**

If yes, provide signed copies of each equipment lease agreement.

F - ◯ **Yes** ◯ **No** **Do the drivers own their own vehicle?**

G - How are the drivers compensated? ◯ **Hourly** ◯ **By the Mile** ◯ **By the Load** ◯ **Other method, explain:**

H - ◯ **Yes** ◯ **No** **Can the drivers refuse to accept a given load?**

I - Who is responsible for the operational costs of the vehicle (fuel, maintenance, etc)?

15 - HORSE TRAINER SUPPLEMENTAL INFORMATION

The following information has been collected because the application contains one or more of the following class codes : 7201, 7205, 8273, 8274, 8279.

A - ◯ Yes ◯ No **Will you conduct operations at race tracks?**

If Yes, list the name(s) of the race track(s) at which you will conduct operations.

NAME OF RACE TRACK	DO YOU HAVE A BADGE AND STALL LIST?
	◯Yes◯No
	◯Yes◯No

B - ◯ Yes ◯ No **Do you train horses at any location other than a race track in Florida?**

If Yes, provide the location address.

C - How many horses are being trained?

D - ◯ Yes ◯ No **Do you operate a breeding farm?**

E - ◯ Yes ◯ No **Do you operate a boarding stable?**

F - ◯ Yes ◯ No **Do you train horses in other states?**

G - ◯ Yes ◯ No **Will you bring employees from other states to work in Florida?**

If yes, you will be subject to section 440.10(g), Florida Statutes, which requires any employer who has employees engaged in work in this state to obtain a Florida policy or endorsement for such employees, which utilizes Florida class codes, rates, rules and manuals that are in compliance with and approved under the provisions of Chapter 440, Florida Statutes, and the Florida Insurance Code.

H - ◯ Yes ◯ No **Do you use exercise riders?**

If Yes, provide names and payroll for those individuals you pay as exercise riders

** Per section 440.02(15)(d)9, Florida Statutes, an exercise rider is not considered an employee if the exercise rider does not work for a single horse farm or breeder and is compensated for riding on a case-by-case basis, provided a written contract is entered into prior to the commencement of such activity which evidences that an employee/employer relationship does not exist.*

Accordingly, if you utilize one or more exercise riders to whom this statute applies, please provide a copy of each independent contractor agreement.

NAME	PAYROLL / PAYMENTS	* EXEMPT FROM THE STATUTE?
		◯Yes◯No
		◯Yes◯No

I - ◯ Yes ◯ No **Do the exercise riders work for you exclusively?**

J - ◯ Yes ◯ No **Do you pay individuals to clean stalls and provide care to the horses?**

If yes, provide the names and payroll for those individuals.

NAME	PAYROLL / PAYMENTS

16 - TEMPORARY HELP COMPANY SUPPLEMENTAL INFORMATION **The following information has been collected because the applicant indicated it is a Temporary Help Company as this term is defined in Part Six,F.4.a. of the FWCJUA Operations Manual.**

This section is required for Temporary Help companies that assign their employees to a Client to support or supplement the Client's workforce in special work situations, such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects, for a period not to exceed one year, as defined by section 468.520(4)(a), Florida Statutes, and Rule 61G7-6.001(6), Florida Administrative Code.

Section I. *TEMPORARY HELP COMPANY INFORMATION*

A - ◯ **Yes** ◯ **No** **Does the Applicant provide workers compensation coverage or other administrative services, including but not limited to, employer of record services, payroll, benefits, and employment taxes processing to any client?**

B - ◯ **Yes** ◯ **No** **Do any of the Applicant's employees' temporary help staffing assignments in Florida extend beyond a year due to renewal service agreements with the clients?**

C - ◯ **Yes** ◯ **No** **Does the Applicant require a written agreement for each client?**

D - What is the average length of the Applicant's temporary help staffing assignments in Florida?

E - Provide sample copies of all temporary employment and other client-agreements, including draft agreements, the Applicant enters into with its clients ("Client Agreements").

F - ◯ **Yes** ◯ **No** **Does the Applicant utilize any other form of client agreement than what it is providing in connection with its application for coverage to the FWCJUA?**

Section II. *CLIENT INFORMATION*

G - List the name, address, FEIN, phone number, contact person and nature of business for each Client to which you provide temporary help employees.

CLIENT NAME	ADDRESS	FEIN	PHONE NUMBER	CONTACT PERSON	NATURE OF BUSINESS

H - For each client listed above, provide an accurate and detailed description of the (i) number of employees assigned, (ii) the operations to be performed by each employee assigned, (iii) the estimated payroll for the assigned employees, and (iv) the anticipated duration of each employee's assignment.

I - Provide an executed copy of each Client Agreement.

17 - EMPLOYEE LEASING COMPANY OR STAFFING COMPANY SUPPLEMENTAL INFORMATION

The following information has been collected because the applicant indicated they lease or assign employees/workers to other employers.

If you lease or assign employees to another business, you are required to cover the Leased Workers and Assigned Workers and the non-Leased Workers and the non-Assigned Workers on a multiple coordinated policy basis.

*If you lease or are assigned employees from another business you are required to cover the Leased Workers and Assigned Workers and possibly the non-Leased Workers and non-Assigned Workers and must complete section **18 - CLIENT OF AN EMPLOYEE LEASING COMPANY OR STAFFING COMPANY SUPPLEMENTAL INFORMATION**.*

An Employee Leasing Company or Staffing Company that secures coverage through the FWCJUA shall be required to cover any and all of its direct employees and any and all of its Leased Workers and Assigned Workers on a multiple coordinated policy basis.

This section is not required for Temporary Help companies that assign their employees to a Client to support or supplement the Client's workforce in special work situations, such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects, for a period not to exceed one year, as defined by section 468.520(4)(a), Florida Statutes, and Rule 61G7-6.001(6), Florida Administrative Code.

Section I. *EMPLOYEE LEASING COMPANY OR STAFFING COMPANY INFORMATION*

An Employee Leasing Company or Staffing Company that leases or assigns workers to another entity must supply all requested information in this section.

A - ◯ **Yes** ◯ **No** **Are you licensed by the Florida Department of Business and Professional Regulation?**

If Yes, provide the license number.

License Number	

B - List the names, addresses and FEINs of each Client to which you lease or assign employees.

CLIENT NAME	ADDRESS	FEIN	CLIENT APP SUBMITTED	NO APP EXPLANATION
			◯Yes ◯No	

C - ◯ **Yes** ◯ **No** **To the best of your knowledge, do any of the clients listed have outstanding premium obligations due on any workers compensation policy?**

If Yes, list the clients to which you lease employees.

CLIENT NAME	OUTSTANDING PREMIUM	INSURER	DISPUTED
			◯Yes◯No

Section II. *CLIENT INFORMATION*

The Employee Leasing Company or Staffing Company must obtain and submit the following information or documentation for each Client:

D - A completed FWCJUA Application for Coverage, FWCJUA AFC25.

E - List the name, address and FEIN (if known) of each Employee Leasing Company or Staffing Company leasing or assigning employees to the Client.

COMPANY NAME	ADDRESS	FEIN

F - Provide a signed copy of the written contract(s) between you and the Client covering Leased Workers and Assigned Workers.

G - Describe completely the kinds of operations that will be performed by the Leased Employees or Assigned Employees. Give a detailed description of the business and operation conducted.

H - Based on the description in G above for the Client, provide a listing of all Leased Employees or Assigned Employees along with their Social Security Number, classification code and wages.

The disclosure of social security numbers of employee's that are neither owners, members, partners, nor officers is voluntary and not required to obtain coverage from the FWCJUA. Social Security Numbers collected by the FWCJUA are confidential and exempt from section 119.07(1), Florida Statutes.

EMPLOYEE NAME	SSN	CLASS CODE	WAGES

I - Provide a written statement signed by the owner, member, partner or officer authorized to bind the Client legally, that states:

i. *The policy number and insurer for each workers compensation insurance policy issued to the Client under each and every name the Client has operated under in the preceding five (5) years.*

ii. *All of the Client's non-Leased Employees or non-Assigned Employees are covered by a workers compensation insurance policy. In addition, the sworn written statement must provide the policy number, insurer, a listing of the non-Leased Employees or non-Assigned Employees and the aggregate payroll applicable to each classification code. Provide a copy of a current Certificate of Insurance.*

18 - CLIENT OF AN EMPLOYEE LEASING COMPANY OR STAFFING COMPANY SUPPLEMENTAL INFORMATION

The following information has been collected because the applicant indicated they lease employees/workers or utilize assigned employees/workers from other employers.

If you lease employees or have been assigned employees from another business, you are required to cover the Leased Workers and Assigned Workers and the non-Leased Workers and the non-Assigned Workers.

A Client in an Employee Leasing Arrangement or Staffing Arrangement that secures coverage directly through the FWCJUA shall be required to cover any and all of its Leased Workers and Assigned Workers on the FWCJUA policy and shall be responsible for paying premium to the FWCJUA that includes any and all of its Leased Workers and Assigned Workers payroll in addition to its direct employees (non-Leased Workers and non-Assigned Workers), regardless of whether an Employee Leasing Company or Staffing Company provides workers compensation and employers liability insurance for any or all of the Leased Workers and Assigned Workers.

A Client in an Employee Leasing Arrangement or Staffing Arrangement that secures coverage through the FWCJUA on a multiple coordinated policies basis in coordination with an Employee Leasing Company or Staffing Company shall maintain all of the Leased Workers and Assigned Workers on its FWCJUA policy. Direct employees (non-Leased Workers and non-Assigned Workers) of the Client shall not be included on the FWCJUA policy issued on a multiple coordinated policies basis. The Client may secure FWCJUA coverage for its direct employees (non-Leased Workers and non-Assigned Workers) under separate application to the FWCJUA; however, such coverage is only available through the FWCJUA while the Employer's multiple coordinated policy issued through the FWCJUA covering the non-Leased Workers and non-Assigned Workers is in force without a notice of cancellation.

This section is not required for Temporary Help Companies that assign their employees to a Client to support or supplement the Client's workforce in special work situations, such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects, for a period not to exceed one year, as defined by section 468.520(4)(a), Florida Statutes, and Rule 61G7-6.001(6), Florida Administrative Code.

*If you lease or assign employees to another business you are required to cover the Leased Workers and Assigned Workers and the non-Leased Workers on a multiple coordinated policies basis and must complete section **17 - EMPLOYEE LEASING COMPANY OR STAFFING COMPANY SUPPLEMENTAL INFORMATION.***

A - List the name, address, and FEIN (if known) of each company leasing employees to you.

Exclude any temporary employment, i.e., arrangements when employees are furnished for short periods of time to substitute for permanent employees or to meet temporary workloads.

Provide a signed copy of the written contract(s) with each Employee Leasing Company or Staffing Company listed below.

COMPANY NAME	ADDRESS	FEIN	CONTRACT SUPPLIED	NO CONTRACT EXPLANATION
			○Yes ○No	

B - Describe completely the kinds of operations that will be performed by the Leased Employees or Assigned Employees.

C - Provide the number of employees furnished and estimated payroll by work location.

LOCATION	CLASS CODE	# OF EMPLOYEES	ESTIMATED PAYROLL

D - List the names of Leased Employees or Assigned Employees

The disclosure of social security numbers of employee's that are neither owners, members, partners, nor officers is voluntary and not required to obtain coverage from the FWCJUA. Social Security Numbers collected by the FWCJUA are confidential and exempt from section 119.07(1), Florida Statutes.

NAME	CLASS CODE	SSN

E - List the office address(es) where payroll records are kept for the Leased or Assigned Employees.

NAME	STREET	CITY	COUNTY	STATE	ZIP

19 - ACKNOWLEDGEMENT BY EMPLOYEE LEASING COMPANY OR STAFFING COMPANY AND CLIENT OF TERMS AND CONDITIONS OF THE MULTIPLE COORDINATED POLICY

The multiple coordinated policy is an assessable policy issued under Tier 3. If the FWCJUA is unable to pay its obligations, the policyholders in Tier 3 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. The Employee Leasing Company or Staffing Company and Client are jointly liable under the multiple coordinated policy on a pro rata basis for that portion of the total assessment which corresponds to the earned premiums attributed to the Client's Leased Workers and Assigned Workers covered under the policy. If the Employee Leasing Company or Staffing Company fails to pay the assessment attributed to the Client's Leased Workers and Assigned Workers, the Client will be required to pay such assessment directly to the FWCJUA without regard to whether the Client has made any payments to the Employee Leasing Company or Staffing Company.

Certain words and phrases in the multiple coordinated policy are defined as follows and the referenced statutes may be reviewed by following the link to "Florida Legislature Online Sunshine" on the FWCJUA website, www.fwcjua.com.

a. "Client" shall mean any person or entity which obtains all or part of its workforce from another entity through an Employee Leasing Arrangement, Staffing Arrangement, Temporary Help Arrangement, or otherwise.

b. "Employee Leasing Arrangement" shall mean a contractual arrangement where an Employee Leasing Company assigns its employees to a Client and allocates the direction of and control over such Leased Employees between the Employee Leasing Company and the Client, as provided under section 468.520(4), Florida Statutes. Employee Leasing Arrangement does not include Temporary Help Arrangements, as indicated in section 468.520(4)(a), Florida Statutes.

c. "Employee Leasing Company" shall mean a sole proprietorship, partnership, corporation, or other form of business entity engaged in Employee Leasing Arrangements as provided under Part XI, Chapter 468, Florida Statutes, and section 627.192, Florida Statutes.

d. "Staffing Company" shall mean a sole proprietorship, partnership, corporation, or other form of business entity that, by contract, financial arrangement, or otherwise, assigns its employees to a Client and agrees to provide workers compensation coverage and other administrative services including, but not limited to, employer of record services, payroll, benefits, and employment taxes processing for Client.

e. "Staffing Arrangement" shall mean an arrangement whereby a Staffing Company assigns employees to a Client through an agreement that establishes a co-employment relationship but does not satisfy the definition of employee leasing or temporary help arrangement, as those terms are defined by section 468.520(4), Florida Statutes, and applied to the Florida Insurance Code by section 627.192(2)(a), Florida Statutes.

f. "Temporary Help Arrangement" shall mean a service whereby an organization hires its own employees and assigns them to a Client, to support or supplement the Client's workforce in special work situations, such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects, for a period not to exceed one year, as defined by section 468.520(4)(a), Florida Statutes, and Rule 61G7-6.001(6), Florida Administrative Code.

The policy does not apply with respect to temporary workers provided to the Client. The policy will only cover those Leased Employees or Assigned Employees who are specifically identified in the contract between the Employee Leasing Company or Staffing Company and Client. Disclosure to and acceptance by the FWCJUA of the Leased Employees or Assigned Employees named in the contract between the Employee Leasing Company or Staffing Company and Client are conditions precedent to the coverage provided under the policy. These conditions further apply with respect to modifications or amendments of the Leased Employees or Assigned Employees named in the contract between the Employee Leasing Company or Staffing Company and Client. The coverage provided by the policy for the Client's Leased Employees or Assigned Employees is specifically conditioned upon the valid existence of the contract between the Employee Leasing Company or Staffing Company and Client. If at any time the Client's Leased Employees or Assigned Employees cease to be Leased Employees or Assigned Employees provided by the Employee Leasing Company or Staffing Company named below and listed in the schedule to the endorsements attached to the policy, the policy will cease to afford coverage for those workers.

named in the schedule.

Under Part One of the Client policy we will reimburse the Employee Leasing Company or Staffing Company 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 the Client policy is only intended to provide coverage for the Leased Employees or Assigned Employees named in the contract between the Employee Leasing Company or Staffing Company and the Client and will not satisfy the Employee Leasing Company's or Staffing Company's duty to secure any other obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the Employee Leasing Company or Staffing Company with any government agency.

We will not ask any other insurer of the Employee Leasing Company or Staffing Company to share with us a loss covered by the policy.

Premium will be charged for the Client's Leased Employees or Assigned Employees while such Leased Employees or Assigned Employees are provided by the Employee Leasing Company or Staffing Company. The Client must obtain from the Employee Leasing Company or Staffing Company and furnish to us a complete payroll record of the Client's Leased Employees or Assigned Employees provided by the Employee Leasing Company or Staffing Company to satisfy the Client's obligations under the standard policy issued by the FWCJUA. The premiums for the Client's Leased Workers and Assigned Workers covered under the policy will be billed directly to the Employee Leasing Company or Staffing Company, and we will send a copy of the bill to the Client.

The Employee Leasing Company or Staffing Company and Client are jointly liable for the payment or premiums, assessments, penalties, fees and surcharges determined to be due to the FWCJUA for the Client's Leased Employees or Assigned Employees covered under the policy. The Client's payment to the Employee Leasing Company or Staffing Company will not discharge the Client's liability to the FWCJUA for the payment of premiums, assessments, penalties, fees and surcharges determined to be due for the Client's Leased Employees or Assigned Employees covered under the policy. If the Employee Leasing Company or Staffing Company fails to make payments of premiums, assessments, penalties, fees or surcharges attributed to the Client's Leased Employees or Assigned Employees, the Client will be required to make payments of such premiums, assessments, penalties, fees or surcharges directly to the FWCJUA without regard to whether the Client has made any payments to the Employee Leasing Company or Staffing Company.

The policy may be cancelled according to its terms; or, in the case of an Employee Leasing Company, for violation of statutes and rules applicable to employee leasing companies. A policyholder will be provided a reasonable opportunity to cure a violation.

Part Four (Your Duties If Injury Occurs) of the policy applies to the Client and the Employee Leasing Company or Staffing Company. The Employee Leasing Company or Staffing Company will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

I HEREBY CERTIFY THAT I HAVE READ THE FOREGOING STATEMENTS AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THE MULTIPLE COORDINATED POLICY WHICH MAY BE ISSUED TO THE EMPLOYEE LEASING COMPANY OR STAFFING COMPANY AND THE CLIENT NAMED HEREIN.

(Signature of Employee Leasing Company or Staffing Company Owner/Member/Partner/Officer)	*(Signature of Client Owner/Member/Partner/Officer)*
(Name)	*(Name)*
(Title)	*(Title)*

20 - EMPLOYEE LEASING COMPANY OR STAFFING COMPANY - CONSENT TO THE RELEASE OF CLIENT INITIATION OR TERMINATION INFORMATION

The FWCJUA requires you to release certain Client initiation or termination information maintained by the State of Florida pursuant to the FWCJUA Plan of Operations. By submitting an FWCJUA Application for Coverage, you consent to the release of Client initiation or termination information to the FWCJUA and its authorized service providers.

We will safeguard the information and maintain its confidentiality to the extent provided or permitted under Florida law. We will limit use of the information to verifying compliance with the terms of the policy, the FWCJUA Plan of Operations and Florida law.

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PRECEDING STATEMENTS, AND CONSENT TO THE RELEASE OF CLIENT INITIATION OR TERMINATION INFORMATION MAINTAINED BY THE STATE OF FLORIDA (THE "INFORMATION") TO THE FWCJUA AND ITS AUTHORIZED SERVICE PROVIDERS. I UNDERSTAND AND AGREE THAT THIS CONSENT TO THE RELEASE OF THE INFORMATION SHALL APPLY TO ALL INFORMATION PREVIOUSLY RECEIVED BY THE STATE OF FLORIDA WITHIN ONE YEAR PRECEDING THE DATE OF THIS CONSENT.

_____
(Signature of Owner/Member/Partner/Officer)

_____
(Name)

_____
(Title)

21 - ACKNOWLEDGEMENT BY CLIENT OF THE TERMS AND CONDITIONS OF CONTINUED COVERAGE UNDER THE MULTIPLE COORDINATED POLICY

In the event a multiple coordinated policy is issued and a notice of cancellation is issued to the Employee Leasing Company or Staffing Company under such multiple coordinated policy, you may have the option to continue the coverage afforded for the Leased Employees or Assigned Employees named in the contract between you and the Employee Leasing Company or Staffing Company, through the date of expiration of the multiple coordinated policy, in exchange for your direct payment to the FWCJUA of any premiums, assessments, penalties, fees and surcharges both outstanding and which may become due for the remainder of the policy period for the Leased Employees or Assigned Employees named in the contract between you and the Employee Leasing Company or Staffing Company.

If the FWCJUA determines that you are in compliance with the applicable terms of the multiple coordinated policy, and if you elect to continue coverage for the Leased Employees or Assigned Employees named in the contract between you and the Employee Leasing Company or Staffing Company after cancellation of the Employee Leasing Company or Staffing Company's policy, the Employee Leasing Company or Staffing Company will not be liable for any additional premiums, assessments, penalties, fees or surcharges which may be incurred by you for such Leased Employees or Assigned Employees on and after the effective date of cancellation of the Employee Leasing Company or Staffing Company's policy. You and the Employee Leasing Company or Staffing Company will remain jointly liable for any premiums, assessments, penalties, fees and surcharges incurred for your Leased Employees or Assigned Employees prior to the effective date of cancellation of the Employee Leasing Company or Staffing Company's policy.

If the Employee Leasing Company or Staffing Company's policy is reinstated, you and the Employee Leasing Company or Staffing Company will be jointly liable for the premiums, assessments, penalties, fees and surcharges attributed to the Leased Employees or Assigned Employees named in the contract between you and the Employee Leasing Company or Staffing Company. In the event you elect to accept the FWCJUA's extension of continued coverage under the multiple coordinated policy, such coverage only applies to those Leased Employees or Assigned Employees named in the contract between you and the Employee Leasing Company or Staffing Company as of the effective date of cancellation of the Employee Leasing Company or Staffing Company's policy. Prior disclosure to and acceptance by the FWCJUA of any additional Leased Employees or Assigned Employees are conditions precedent to any coverage which may be afforded to Leased Employees or Assigned Employees not named in the contract between you and the Employee Leasing Company or Staffing Company as of the effective date of cancellation of the Employee Leasing Company or Staffing Company's policy.

The continued coverage extended by the FWCJUA under the multiple coordinated policy for the Leased Employees or Assigned Employees named in the contract between you and the Employee Leasing Company or Staffing Company is specifically conditioned upon the valid existence of your contract with the Employee Leasing Company or Staffing Company. If at any time your Leased Employees or Assigned Employees cease to be Leased Employees or Assigned Employees provided by the Employee Leasing Company or Staffing Company named in Item 1 of the Schedule to the Employee Leasing Company or Staffing Company Endorsement, the multiple coordinated policy will cease to afford coverage for those workers.

I HEREBY CERTIFY THAT I HAVE READ THE FOREGOING STATEMENTS AND FULLY UNDERSTAND AND ACKNOWLEDGE THE TERMS AND CONDITIONS OF THE CONTINUED COVERAGE WHICH MAY BE EXTENDED BY THE FWCJUA UNDER THE MULTIPLE COORDINATED POLICY.

_____
(Signature of Owner/Member/Partner/Officer)

_____
(Name)

_____
(Title)

22 - TEMPORARY HELP COMPANY DECLARATION The following is being presented because the applicant has indicated they are a Temporary Help Company.

1. I am the of (the "Company"), and am authorized to execute this declaration on behalf of the Company.
2. The Company submitted its application for workers' compensation coverage with the Florida Workers' Compensation Joint Underwriting Association, Inc. ("FWCJUA") on (the "Application for Coverage").
3. In connection with the Application for Coverage and subsequent issuance of coverage from the FWCJUA in connection therewith, I, on behalf of the Company, am providing this declaration relating to the operations of the Company.
4. The Company is a Temporary Help Company, as that term is defined in the FWCJUA's Operations Manual ("Operations Manual"), and as reproduced below.
   a. A "Temporary Help Company" is a sole proprietorship, partnership, corporation, or other form of business entity that provides its employees to a Client to support or supplement the Client's workforce in special situations, such as employee absences or other seasonal or short-term workload conditions.
5. The Company provides a service to its clients whereby the Company hires its own employees and assigns them to a client, to support or supplement the client's workforce in special work situations, such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects, for a period not exceeding one-year.
6. The Company does not operate as an Employee Leasing Company/Lessor or Staffing Company, as such terms are defined in the Operations Manual and reproduced in 6(a) and 6(b) respectively.
   a. An "Employee Leasing Company" and "Lessor" is a sole proprietorship, partnership, corporation, or other form of business entity engaged in Employee Leasing Arrangements as provided under Part XI, Chapter 468, Florida Statutes, and section 627.192, Florida Statutes. Under an "Employee Leasing Arrangement," there is a contractual arrangement where an Employee Leasing Company assigns its employees to a client and allocates the direction of and control over such leased employees between the Employee Leasing Company and the client, as provided under section 468.520(4), Florida Statutes.
   b. A "Staffing Company" is a sole proprietorship, partnership, corporation, or other form of business entity that, by contract, financial arrangement, or otherwise, assigns its employees to a client and agrees to provide workers compensation coverage and other administrative services including, but not limited to, employer of record services, payroll, benefits, and employment taxes processing for the client.
7. During the term of any coverage provided by the FWCJUA to the Company, the Company will not provide workers compensation coverage or other administrative services, including but not limited to, employer of record services, payroll, benefits, and employment taxes processing to any client without providing prior notice to the FWCJUA.
8. All temporary employment and other client agreements, including executed and draft agreements, the Company enters into with its clients ("Client Agreements") have been provided to the FWCJUA in connection with the Application and the Company does not utilize any other form of Client Agreement.
9. In the event the Company elects to alter, modify, amend, or revise its Client Agreements, or enter into any new form of client agreement ("Revised Client Agreements"), it will immediately provide copies of the Revised Client Agreements to the FWCJUA.
10. Upon entering into a Client Agreement or Revised Client Agreement with any new client, the Company will, not later than three (3) business days following the execution of any such Client Agreement or Revised Client Agreement:
    a. Notify the FWCJUA and its service provider, Travelers ("Service Provider") that the Company has acquired a new client;
    b. Provide the FWCJUA and Service Provider with fully-executed copies of any Client Agreement or Revised Client Agreement entered into with such new client; and
    c. Provide an accurate and detailed description of the: (i) the number of employees to be assigned to the new client;



(ii) the operations to be performed by each employee assigned to the new client; (iii) the estimated payroll for the assigned employees; and (iv) the anticipated duration of each employee's assignment to the new client.

11. The Company agrees to notify the FWCJUA and Service Provider no less than sixty (60) calendar days prior to operating as an Employee Leasing Company/Lessor or Staffing Company, so the Company's coverage issued as a Temporary Help Company may be noticed for cancellation and the Company may reapply for coverage on a Multiple Coordinated Policy basis.

12. The Company acknowledges and agrees that failure by the Company to timely notify the FWCJUA and Service Provider of the actions noted in section(s) 9, 10 and 11 herein shall be considered an intentional misrepresentation, which may result in the cancellation of any policy issued by the FWCJUA to the Company and denial of insurance coverage.

13. The Company acknowledges and agrees that all notices required pursuant to section(s) 9, 10 and 11 herein shall be provided via email to the FWCJUA and Service Provider at underwriting@fwcjua.com and arwc@travelers.com, respectively.

Under Penalities of perjury, I declare that I have read the foregoing declarations and that the facts stated in such declarations are true and correct.

_____
(Signature of Owner/Member/Partner/Officer)

_____
(Name)

_____
(Title)

23 - ACKNOWLEDGEMENT BY EMPLOYER OF TERMS AND CONDITIONS OF AN "IF ANY" POLICY

This notice is being issued because you have applied for an "if any" policy, which provides workers compensation and employer's liability insurance if you hire any Employee during the policy period.

Your application for insurance states that you do not have any Employees. You are required to notify us within three business days if you do hire any Employee during the policy period. Failure to timely notify us may be considered an intentional misrepresentation, which may result in the cancellation of your policy and in the denial of insurance coverage. You must report the hiring of any Employee by calling us at **1-800-247-7218**.

Section 440.381 (6), Florida Statutes, provides:

> (a) If an employer understates or conceals payroll, or misrepresents or conceals employee duties so as to avoid proper classification for premium calculations, or misrepresents or conceals information pertinent to the computation and application of an experience rating modification factor, the employer, or the employer's agent or attorney, shall pay to the insurance carrier a penalty of 10 times the amount of the difference in premium paid and the amount the employer should have paid and reasonable attorney's fees. The penalty may be enforced in the circuit courts of this state.

Section 440.105, Florida Statutes, provides:

> (4) Whoever violates any provision of this subsection commits insurance fraud, punishable as provided in paragraph (f).
>
> (b) It shall be unlawful for any person:
>
> 5. To knowingly make any false, fraudulent, or misleading oral or written statement, or to knowingly omit or conceal material information, required by section(s) 440.185 or 440.381, Florida Statutes, for the purpose of obtaining workers compensation coverage or for the purpose of avoiding, delaying, or diminishing the amount of payment of any workers compensation premiums.
>
> 6. To knowingly misrepresent or conceal payroll, classification of workers, or information regarding an employer's loss history which would be material to the computation and application of an experience rating modification factor for the purpose of avoiding or diminishing the amount of payment of any workers compensation premiums.

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PRECEDING STATEMENTS, AND I ACKNOWLEDGE MY UNDERSTANDING THAT I AM REQUIRED TO NOTIFY YOU WITHIN 3 BUSINESS DAYS IF I HIRE ANY EMPLOYEE DURING THE POLICY PERIOD. FAILURE TO TIMELY NOTIFY YOU MAY BE CONSIDERED AN INTENTIONAL MISREPRESENTATION, WHICH MAY RESULT IN THE CANCELLATION OF MY POLICY AND IN THE DENIAL OF INSURANCE COVERAGE.

_____
(Signature of Owner/Member/Partner/Officer)

_____
(Name)

_____
(Title)

24 - BILLING OPTION	
You are required to select one of the following premium payment options for your FWCJUA coverage. Refer to the FWCJUA Operations Manual, located at www.fwcjua.com, for more information regarding the FWCJUA's Deposit & Advance Premium Requirements.	
◯	**Option 1: Payment in Full of the Total Estimated Annual Premium (TEAP) and any Required Deposit Premium** Option 1 is mandatory if your TEAP is less than or equal to $1,000. The payment under this option is due at policy inception. All Employers may pay their TEAP and required deposit premium in full at policy inception.
◯	**Option 2: Advance Premium Payment Plan plus Payment in Full of any Required Deposit Premium** Option 2 offers a premium installment payment plan if your TEAP exceeds $1,000. If you select this option, you will be required to pay an advance premium equal to 50% of your TEAP and 100% of your required deposit premium at policy inception. In addition, you will be required to make payments equal to 50% of your TEAP in three equal installments rounded upward to the nearest dollar payable 3 months, 6 months and 9 months from policy inception.

25 - RATING INFORMATION SUMMARY		
	PAYROLL	PREMIUM
CLASS CODE PAYROLL		
OFFICER PAYROLL		
WAIVER(S) OF SUBROGATION		

26 - PREMIUM CALCULATION			
	DESCRIPTION	STATE RATING VALUE	PREMIUM
TOTAL MANUAL PREMIUM			
INCREASED LIMITS			
TOTAL SUBJECT PREMIUM			
EXPERIENCE MOD			
TOTAL MODIFIED PREMIUM			
ARAP			
TOTAL STANDARD PREMIUM			
EXPENSE CONSTANT			
TRIA			
JUA SURCHARGE			
JUA FLAT FEE			
TOTAL EST. ANNUAL PREMIUM (TEAP)			
SELECTED BILLING OPTION			
	REMITTANCE REQUIREMENT		PREMIUM
ADVANCED PREMIUM REQUIRED			
DEPOSIT PREMIUM REQUIRED			
TOTAL TO REMIT			

27 - STATEMENTS

The FWCJUA may issue your policy through a service provider, if you are determined to be eligible for coverage. To be eligible for coverage with the FWCJUA, you must be required to maintain workers compensation and employers liability insurance and be in good faith entitled to but unable to purchase such insurance through the voluntary market. You are not in good faith entitled to insurance if any of the following circumstances exist, at the time of application or thereafter, or other evidence exists that you are not in good faith entitled to insurance:

1. If, at the time of application, you are self-insured and are aware of pending bankruptcy proceedings, insolvency, cessation of operations, or conditions that would probably result in occupational disease or cumulative injury claims from exposures incurred while you were self-insured; or

2. If you, while insurance is in force, knowingly refuse to meet reasonable health, safety or loss prevention requirements; or

3. If you refuse to allow the FWCJUA or its Service Provider reasonable access to your records for audit or inspection under the policy, or do not comply with any other policy obligation; or

4. If you refuse to allow reasonable access to your records or premises that will prevent the completion of an audit or inspection under the policy for purposes of determining final premium to any Insurer that provided you with workers compensation insurance during the last three years; or

5. If you or an affiliated person has an undisputed outstanding obligation for workers compensation premium on previous insurance; or

6. If you, or your representative, Agency or Designated Producer knowingly makes a material misrepresentation, by omission or otherwise, of any of the information reported or required to be reported on your Application for Coverage, including, but not limited to any of the following information, then the insurance hereunder may be refused or cancelled: estimated annual premium; estimated payroll; offers of workers compensation insurance; nature of business; name or ownership of business; previous insurance history; or outstanding workers compensation premium obligation of yourself or other enterprise with a common managing interest.

As Florida law requires that applicants be unable to obtain voluntary coverage to be entitled to FWCJUA coverage, you must have applied for and been rejected within the past 60 days by at least two non-affiliated insurers authorized to write and actively writing workers compensation and employers liability in Florida for your type of business, specifically including, where applicable, the current insurer. The offer of any rating plan approved in Florida shall be deemed an offer of insurance in a regular manner, and such an offer makes you ineligible for FWCJUA coverage.

It is the Producer's and his or her affiliated Insurance Agency's (the "Agency") duty and responsibility to assist you in obtaining coverage to meet your obligations under the Florida Workers Compensation Law, preferably by securing coverage from an insurance company in the voluntary market. If you are unable to obtain such coverage, the Producer and his or her affiliated Agency then has the responsibility to assist you in obtaining coverage with the FWCJUA in a prompt and efficient manner and in explaining to you the necessity for securing coverage with the FWCJUA. The Producer and his or her affiliated Agency is to assist you in completing thoroughly and accurately an application and any other documents that may be required. It is also the Producer's and his or her affiliated Agency's duty and responsibility to explain to you, at the time of application, that if you are determined to be eligible and in good faith entitled to FWCJUA coverage, the premium will be calculated using any applicable FWCJUA surcharges or fees and that an FWCJUA policy has the potential of being an assessable policy.

Neither the Producer nor his or her affiliated Agency is an agent of the FWCJUA or any Service Provider, and has no authority, actual, apparent or implied, to bind either. The Producer and his or her affiliated Agency are not authorized to enlarge, modify, or interpret the questions asked or information provided in the application. Neither the Producer nor his or her affiliated agency is an agent of the FWCJUA or any Service Provider and has no authority to represent either the FWCJUA or any Service Provider.

Receipt of valid payment of estimated annual, advance and/or deposit premium is a condition precedent to the acceptance for consideration of the Application by the FWCJUA if the Application is submitted by USPS or couriered mail or by hand delivery. In the event that such valid payment does not accompany such a submitted Application, the Application will be rejected and not considered as an Application for Coverage. Further, receipt of valid payment of estimated annual, advance and/or deposit premium is a condition precedent to the binding of coverage for a properly submitted Application for Coverage for an eligible Employer. A check or draft remitted for the estimated annual, advance and/or deposit premium shall be valid payment only if honored on first presentation through usual banking facilities.

Likewise, the completion and proper execution of the Application is a condition precedent to its acceptance for consideration by the FWCJUA, unless the Application is properly submitted through the FWCJUA's On-line Application Process. However, a properly completed and executed Application is a condition precedent to the binding of coverage for an eligible Employer. If your Application is not ultimately properly executed by a representative having authority to bind you to an insurance contract, or your Application is materially incomplete, it shall be rejected by the FWCJUA and shall not be considered as an Application for Coverage. Your Application shall be materially incomplete when, in the sole discretion of the FWCJUA, information necessary to the processing of your Application, the determination of premium, or the binding of coverage is omitted or illegible.

All applications for coverage with the FWCJUA shall be reviewed for accuracy, completeness and compliance with the provisions contained herein, using any available historic information regarding yourself.

You may have informed the FWCJUA that you do not currently lease or have not been assigned any employees from an Employee Leasing Company or Staffing Company or through any Employee Leasing Arrangement or Staffing Arrangement. While your FWCJUA insurance coverage is in effect, you are obligated to notify the FWCJUA within three (3) business days after you lease or are assigned employees from an Employee Leasing Company or Staffing Company or otherwise enter into an Employee Leasing Arrangement or Staffing Arrangement. You will be responsible for completely and accurately reporting to the FWCJUA the names, social security numbers and relevant job duties and payroll information regarding the Leased Employees or Assigned Employees.

Regardless of whether an Employee Leasing Company or Staffing Company provides workers compensation and employers liability insurance for the employees you lease or are assigned, the FWCJUA will include the Leased Employees' and Assigned Employees' payroll in determining your premium. You will be obligated to pay the FWCJUA any additional premium which may be due as a result of the inclusion of the Leased Employees' and Assigned Employees' payroll in the determination of your premium.

If you are determined by the FWCJUA to be eligible for coverage, coverage shall be bound effective 12:01 a.m. on whichever day is the later of (1) the expiration date of your existing coverage; or (2) the first calendar day following the date on which your properly submitted Application is received by the FWCJUA for consideration; or (3) your proposed effective date, provided your proposed effective date is no later than 60 calendar days from the date of your Application submission.

In obtaining coverage through the FWCJUA, you will be assigned to one of three rating tiers based upon the eligibility criteria outlined below:

Tier 1 Eligibility: An employer that has an experience modification rating shall be included in Tier 1 if the employer meets all of the following through the date immediately preceding the inception or renewal date of the employer's coverage through the FWCJUA: (1) the experience modification is below 1.00, and (2) the employer had no lost-time claims subsequent to the applicable experience rating period, and (3) the total of the employer's medical-only claims subsequent to the applicable experience rating period did not exceed 20% of premium. An employer that does not have an experience modification rating shall be included in Tier 1 if the employer meets all of the following for the 3-year period immediately preceding the inception date or renewal date of the employer's coverage through the FWCJUA: (1) the employer had no lost-time claims, and (2) the total of the employer's medical-only claims did not exceed 20% of premium, and (3) the employer secured workers compensation coverage for the entire 3 years and (4) the employer provides his or her loss history generated by his or her prior workers compensation insurer(s), and (5) the employer is not a new business.

Tier 2 Eligibility: An employer that has an experience modification rating shall be included in Tier 2 if the employer meets all of the following through the date immediately preceding the inception or renewal date of the employer's coverage through the FWCJUA: (1) the experience modification is equal to or greater than 1.00 but not greater than 1.10, and (2) the employer had no lost-time claims subsequent to the applicable experience rating period, and (3) the total of the employer's medical-only claims subsequent to the applicable experience rating period did not exceed 20% of premium. An employer that does not have an experience modification rating shall be included in Tier 2 if (1) the employer is a new business or (2) the employer has less than 3 years of loss experience in the 3-year period immediately preceding the inception date or renewal date of the employer's coverage through the FWCJUA provided the employer meets all of the following for the 3-year period immediately preceding the inception date or renewal date of the employer's coverage through the FWCJUA: (a) the employer had no lost-time claims, and (b) the total of the

employer's medical-only claims did not exceed 20% of premium, and (c) the employer provides his or her loss history generated by his or her prior workers compensation insurer(s).

Tier 3 Eligibility: An employer shall be included in Tier 3 if the employer does not meet the eligibility criteria for Tier 1 or Tier 2.

If you are assigned to Tier 1 or Tier 2, you shall not receive an assessable policy. **IF YOU ARE ASSIGNED TO TIER 3, YOU SHALL RECEIVE AN ASSESSABLE POLICY. THIS MEANS THAT IF THE PLAN IS UNABLE TO PAYS ITS OBLIGATIONS, YOU WILL BE REQUIRED TO CONTRIBUTE ON A PRO-RATA-EARNED-PREMIUM BASIS THE MONEY NECESSARY TO MEET ANY ASSESSMENT LEVIED FOR TIER 3. YOU MAY BE ASSESSED MORE THAN ONCE, AND ANY ASSESSMENT MAY BE MADE EITHER WHILE YOUR POLICY IS IN EFFECT OR AT ANY TIME AFTER YOUR POLICY'S TERMINATION, EXPIRATION OR CANCELLATION. ASSESSMENTS LEVIED AGAINST YOU AS A TIER 3 PARTICIPANT SHALL COVER ONLY THE DEFICITS ATTRIBUTABLE TO TIER 3.**

Total estimated annual premium and final policy premium are subject to verification and audit by the FWCJUA. This may result in additional premium due or in the return of premium. Section 440.381(8), Florida Statutes, provides for an Employer to pay a premium to its Insurer not to exceed three times the most recent estimated annual premium if the Employer fails to provide reasonable access to payroll records for a payroll verification audit. Thus, if you refuse to return a voluntary audit request or allow the FWCJUA or its Service Provider reasonable access to your records for purposes of determining the final premium audit under the policy, any and all estimated annual, advance and deposit premium you have paid the FWCJUA that has not yet been earned by the FWCJUA shall be applied to a "three times" bill.

I HEREBY ACKNOWLEDGE THAT THE INFORMATION I HAVE PROVIDED IS ACCURATE AND TRUE AND I HAVE READ THE PRECEDING STATEMENTS AND SWEAR THAT AS THE EMPLOYER:

1. The responses to the preceding requests for additional information are accurate and the corresponding required or supporting forms are attached to my FWCJUA AFC25;

2. I am in good faith entitled to but have been unable to purchase workers compensation and employers liability insurance through the voluntary market;

3. If there have been any offers of voluntary coverage, full details, including insurer name, representative, and terms of that coverage are attached to my FWCJUA AFC25;

4. In consideration of the policy of insurance, I shall:

    a. Comply with all provisions of the FWCJUA, including accurately and fully completing the required application form and any supporting documents which may be required, as requested by the FWCJUA.

    b. Keep the Producer and Service Provider fully advised of changes in name or ownership, operations, locations or exposures which may affect coverage, classifications, rates, premium estimates or other aspects of the coverage being provided by the FWCJUA.

    c. Comply with the FWCJUA safety program and cooperate fully with the Service Provider in implementing all reasonable safety recommendations.

    d. Report promptly all claims through the 1-800 toll-free telephone reporting mechanism and cooperate with the Service Provider in the investigation and settlement of claims.

    e. Comply strictly with all terms and conditions of the policy.

    f. Comply with the FWCJUA Managed Care Arrangement (MCA) including directing all injured workers to a Managed Care Arrangement (MCA) physician in the general geographic area when same is available.

g. Make timely payment of all premiums due, and in the event I fail to pay any premium, assessment, penalty, fee or surcharge within thirty (30) days of the date the same shall become due, I agree to pay all costs of collection, including reasonable attorney's fees (including apellate attorney's fees) incident thereto. It is further agreed between all parties to this contract that any lawsuits filed for the purpose of collecting for premium, assessment, penalty, fee or surcharge owed, or damages for any breach of this agreement shall be filed, and venue shall be established, only in SARASOTA COUNTY, FLORIDA.

h. Cooperate fully with the Service Provider in the verification of the number of and names of employees by reporting any changes in writing promptly to the Service Provider by email to arwc@travelers.com or by mail to Travelers at P.O. Box 5600, Hartford, CT 06102-5600.

i. Cooperate fully with the Service Provider in the verification of policy premium by promptly submitting quarterly RT-6 payroll information or other such verifiable payroll information that may be requested by the Service Provider.

j. Allow the Service Provider reasonable access for audit or inspection.

k. Cooperate fully with the Service Provider in the verification of any prior workers compensation insurance coverage, including loss history and corresponding policy premium by promptly submitting loss runs with corresponding policy premium generated by prior Insurer(s) or other such verifiable loss history and corresponding policy premium information that may be requested by the Service Provider to confirm or determine tier eligibility.

5. If I am assigned to Tier 3, I UNDERSTAND THAT I SHALL RECEIVE AN ASSESSABLE POLICY. If the plan is unable to pay its obligations, I understand that I will be required to contribute on a pro-rata-earned-premium basis the money necessary to meet any assessment levied for Tier 3. I also understand that I may be assessed more than once, and any assessment may be made either while my policy is in effect or at any time after my policy's termination, expiration or cancellation. Further, I understand that assessments levied against me as a Tier 3 participant shall cover only the deficits attributable to Tier 3.

PLEASE BE AWARE THAT WORKERS COMPENSATION INSURANCE MAY BE AVAILABLE THROUGH AN INSURER, GROUP SELF-INSURANCE FUND, COMMERCIAL SELF-INSURANCE FUND, OR AN ASSESSABLE MUTUAL INSURER THROUGH ANOTHER PRODUCER AT A LOWER COST.

_____
(Signature of Owner/Member/Partner/Officer)

_____
(Name)

_____
(Title)

28 - PRODUCER CERTIFICATION

I hereby certify that I fully understand and have explained the foregoing statements to the employer. The names of two non-affiliated insurers authorized to write and actively writing workers compensation and employers liability in Florida for the employer's type of business which have rejected the applications for coverage for this employer are as follows:

Insurer		Insurer	

_____
(Signature of Producer)

_____
(Name)

_____
Date

29 - SIGNATURES

THE FILING OF AN APPLICATION CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION PROVIDED WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN SECTION(S) 775.082, 775.083, OR 775.084, FLORIDA STATUTES.

I UNDERSTAND THAT AS THE EMPLOYER:

I MUST UPDATE THE APPLICATION MONTHLY TO REFLECT ANY CHANGE IN THE REQUIRED APPLICATION INFORMATION (THE FLORIDA WORKERS COMPENSATION CHANGE SHEET WILL BE USED FOR THIS PURPOSE.);

IF I FILE AN APPLICATION OR APPLICATION UPDATE CONTAINING FALSE, MISLEADING, OR INCOMPLETE INFORMATION WITH THE PURPOSE OF AVOIDING OR REDUCING THE AMOUNT OF PREMIUMS FOR WORKERS COMPENSATION COVERAGE IT IS A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW;

I SHALL SUBMIT TO THE INSURER, A COPY OF THE EMPLOYERS QUARTERLY REPORT AND SELF-AUDITS SUPPORTED BY THE EMPLOYERS QUARTERLY REPORT, AS REQUIRED BY CHAPTER 443, FLORIDA STATUTES, AT THE END OF EACH QUARTER. IF I OMIT THE NAME OF AN EMPLOYEE FROM THIS EMPLOYERS QUARTERLY REPORT, FLORIDA STATUTES STATE THAT I WILL REMAIN LIABLE AND WILL REIMBURSE THE INSURER FOR ANY WORKERS COMPENSATION BENEFITS PAID TO THIS OMITTED EMPLOYEE;

I AGREE TO MAKE AVAILABLE, ALL RECORDS NECESSARY FOR THE PAYROLL VERIFICATION AUDIT AND PERMIT THE AUDITOR TO MAKE A PHYSICAL INSPECTION OF OUR OPERATIONS. I UNDERSTAND FAILURE TO DO THIS SHALL RESULT IN A $500 PAYMENT TO THE INSURER TO DEFRAY THE COST OF THE AUDITS; AND

THAT, IN ACCORDANCE WITH 440.381(6), FLORIDA STATUTES, IF I (WE) UNDERSTATE OR CONCEAL PAYROLL, OR MISREPRESENT OR CONCEAL EMPLOYEE DUTIES SO AS TO AVOID PROPER CLASSIFICATION FOR PREMIUM CALCULATIONS, OR MISREPRESENT OR CONCEAL INFORMATION PERTINENT TO THE COMPUTATION AND APPLICATION OF AN EXPERIENCE RATING MODIFICATION FACTOR, I (WE) SHALL PAY A PENALTY OF TEN (10) TIMES THE AMOUNT OF THE DIFFERENCE IN PREMIUM PAID AND THE AMOUNT I (WE) SHOULD HAVE PAID, AND REASONABLE ATTORNEY'S FEES.

THE APPLICANT HEREBY AUTHORIZES AND REQUESTS EACH RATING ORGANIZATION WITH EXPERIENCE RATING INFORMATION RELATED TO THE APPLICANT AND THE BUSINESS SET FORTH ABOVE TO RELEASE SUCH INFORMATION TO THE INSURER, FWCJUA, OR OTHER RATING ORGANIZATION SO THAT THE CORRECT EXPERIENCE MODIFICATION FACTOR CAN BE DETERMINED.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND PERSONALLY SWEAR THAT THE INFORMATION CONTAINED IN THE APPLICATION IS ACCURATE. THAT I, AS AN OWNER / OFFICER, AM FULLY AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND TO BIND THE APPLICATION.	AS AGENT / PRODUCER I HEREBY ATTEST THAT I HAVE GIVEN THE APPLICANT / SIGNATORY THE OPPORTUNITY TO READ THE APPLICATION AND I HAVE EXPLAINED ANY AND ALL QUESTIONS REGARDING THE APPLICATION. I ALSO ATTEST THAT I HAVE EXPLAINED TO THE EMPLOYER OR OFFICER THE CLASSIFICATION CODES THAT ARE USED FOR PREMIUM CALCULATIONS PURSUANT TO SECTION 440.381 (2), FLORIDA STATUTES.
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.	UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.
Signature of Owner/Member/Partner/Officer	**Signature of Producer**
Name	**Name**
Title	
Email	**Email**
Date	**Date**

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

EMPLOYMENT AND WAGE INFORMATION RELEASE AGREEMENT

This document supplements your FWCJUA Application for Coverage (FWCJUA AFC25).

The FWCJUA requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By submitting an FWCJUA Application for Coverage, you consent to the release of the information to the FWCJUA and its authorized service providers.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PRECEDING STATEMENTS, AND CONSENT TO THE RELEASE OF THE INFORMATION MAINTAINED BY THE STATE OF FLORIDA PURSUANT TO FEDERAL AND STATE UNEMPLOYMENT COMPENSATION LAWS (THE "INFORMATION") TO THE FWCJUA AND ITS AUTHORIZED SERVICE PROVIDERS, EXCEPT TO THE EXTENT PROHIBITED OR LIMITED UNDER FEDERAL LAW. I UNDERSTAND AND AGREE THAT THIS CONSENT TO THE RELEASE OF THE INFORMATION SHALL APPLY TO ALL INFORMATION PREVIOUSLY RECEIVED BY THE STATE OF FLORIDA FOR ANY TAX/WAGE REPORTING PERIOD BEGINNING WITHIN ONE YEAR PRECEDING THE DATE OF THIS AGREEMENT,

Applicant's /Employer's Name (Print)	Applicant's / Employer's Signature (Must be an owner, member, partner or officer)
Applicant's Federal Employer Identification Number (FEIN)	Print Name & Title of Representative Signing Above on Behalf of Applicant /Employer
Applicant's Unemployment Compensation Account Number	

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.
EMPLOYER AFFIDAVIT

EMPLOYER'S RESPONSIBILITIES Under section 440.381, Florida Statutes, you are required to submit payroll information each quarter to verify your Workers' Compensation policy premium. In order to keep your coverage in force, you must fully complete this affidavit, sign and return it by the due date specified. In addition, please be advised that by signing this affidavit, you attest that you understand the following aspects of the FWCJUA plan and section 440.381, Florida Statutes:

1 You are responsible for reporting the payroll of both employees and uninsured subcontractors. If you fail to provide this information, you may be held liable for claims filed in subsequent quarters by or on behalf of unreported employees, uninsured subcontractors or employees of uninsured subcontractors, unless you can prove that the claimant was hired after filing of the quarterly report.

2 The penalty for acts that result in underpayment of premium is 10 times the amount underpaid (plus any attorney fees incurred by the FWCJUA). Therefore, you should not: a) understate or conceal payroll; b) misrepresent employee duties so as to avoid proper classification for premium calculations, or; c) misrepresent or conceal information pertinent to the computation and application of an experience rating modification factor.

3 Your policy will be charged for subcontractor exposure unless you can furnish us with the following: a) a valid certificate of insurance showing proof of Florida workers' compensation insurance for said subcontractor, OR b) a valid certificate of exemption (form DWC-250) for the contracted trade or occupation AND a notarized statement from the subcontractor attesting to not having any employees or subcontractors. NOTE: A sole proprietor or owner-operator with no employees, working as a subcontractor, will cause all the payroll of the Construction Executive Supervisor or Construction Superintendent to be assigned to the highest rated construction classification code applicable to the policy. If a subcontractor has an Employee Leasing Arrangement or Staffing Arrangement providing workers' compensation insurance, you must furnish a valid certificate of insurance for the Employee Leasing Company or Staffing Arrangement showing proof of Florida workers' compensation insurance, as well as an affidavit from the subcontractor attesting that the subcontractor understands that its contract with the Employee Leasing Company or Staffing Arrangement limits its workers' compensation coverage to enrolled worksite employees only and does not cover uninsured subcontractors, or casual labor exposures. The subcontractor must further attest that 100% of its workers are covered as enrolled worksite employees with the Employee Leasing Arrangement or Staffing Arrangement and that it does not hire any casual or uninsured labor outside of the Employee Leasing Company or Staffing Arrangement. The subcontractor must also attest that in the event the subcontractor does hire workers not covered under the Leasing Arrangement or Staffing Arrangement, the subcontractor will notify you before any non-enrolled workers are permitted onto the worksite.

4 Based on specific criteria outlined in the FWCJUA Manual, you are assigned to one of three tiers; each tier is subject to a specific surcharge applied to the voluntary comparable premium and is subject to FWCJUA minimum premiums. Refer to your policy information page for your tier assignment and surcharge. In addition, if you are assigned to Tier 3 you will be subject to the Assigned Risk Adjustment Program (ARAP), if applicable. The tier surcharge also applies to any premiums that may develop because you employ uninsured subcontractors.

5 If you are assigned to Tier 3, your policy is assessable. This means that if the FWCJUA is unable to pay its obligations, you 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.

Legal Business Name _____

Federal ID # _____

Business Phone (_____) _____

Insured Entity #1

A) Do you have any full or part-time employees?
- ☐ **Yes** - Attach last quarter's 941 and RT-6 for all employees
- ☐ **No**

B) Is any part of your work performed by Subcontractors?
- ☐ **Yes** - Complete the following schedule. Provide last quarter's actual expense for all subcontract labor as well as an estimate for the full 12 month period covered by this policy
- ☐ **No** - Explain who performs the work: _____

C) Do you lease or are you assigned employees?
- ☐ **Yes -** Provide Employee Leasing Company's or Staffing Company's Name:_____

  Annual payroll for Leased Workers and Assigned Workers: $_____
- ☐ **No**

Insured Entity #2

Do you have any full or part-time employees?
- ☐ **Yes** - Attach last quarter's 941 and RT-6 for all employees
- ☐ **No**

Is any part of your work performed by Subcontractors?
- ☐ **Yes** - Complete the following schedule. Provide last quarter's actual expense for all subcontract labor as well as an estimate for the full 12 month period covered by this policy
- ☐ **No** - Explain who performs the work: _____

Do you lease employees or are you assigned employees?
- ☐ **Yes -** Provide Employee Leasing Company's or Staffing Company's Name:_____

  Annual payroll for Leased Workers and Assigned Workers: **$**_____
- ☐ **No**

Insured Entity #3 *(if more than three entities, please complete additional affidavit as needed.)*

A) Do you have any full or part-time employees?
- ☐ **Yes** - Attach last quarter's 941 and RT-6 for all employees
- ☐ **No**

B) Is any part of your work performed by Subcontractors?
- ☐ **Yes** - Complete the following schedule. Provide last quarter's actual expense for all subcontract labor as well as an estimate for the full 12 month period covered by this policy
- ☐ **No** - Explain who performs the work: _____

C) Do you lease or are you assigned employees?
- ☐ **Yes -** Provide Employee Leasing Company's or Staffing Company's Name:_____

  Annual payroll for Leased Workers and Assigned Workers: **$**_____
- ☐ **No**

You are obligated to inform the FWCJUA of whether you currently lease or have been assigned any employees from an Employee Leasing Company or Staffing Company or through any Employee Leasing Arrangement or Staffing Arrangement. You are responsible for completely and accurately reporting to the FWCJUA the names, social security numbers, relevant job duties and payroll information regarding any Leased Employees or Assigned Employees, as well as providing the FWCJUA with a copy of any employee leasing agreement or staffing agreement which is in effect at any time while your FWCJUA insurance coverage is in effect. In addition, while your FWCJUA insurance coverage is in effect, you are obligated to notify the FWCJUA within three (3) business days after you lease or have been assigned employees from an Employee Leasing Company or Staffing Company, enter into an Employee Leasing Arrangement or Staffing Arrangement, cease leasing or being assigned employees from an Employee Leasing Company or Staffing Company or terminate any Employee Leasing Arrangement or Staffing Arrangement. Regardless of whether an Employee Leasing Company or Staffing Company provides workers' compensation and employer's liability insurance for the employees you lease or have been assigned, the FWCJUA will include the Leased Employees' or Assigned Employees payroll in determining your premium. You will be obligated to pay the FWCJUA any additional premium resulting from the inclusion of the Leased Employees' or Assigned Employees' payroll in the determination of your premium.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Florida Workers' Compensation Law and the FWCJUA rules.

Applicant's/Employer's Name (Print) _____

Date _____

Applicant's/Employer's Signature (must be an owner, member of an LLC, partner or officer) _____

State of _____ County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by: _____

☐ Personally known OR ☐ Produced identification Type of identification produced: _____

Notary (Signature) _____

Notary (Print, typed or stamped commissioned name) _____

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.
EMPLOYER AFFIDAVIT

Legal Business Name | **Policy Number** | **Quarter Being Reported (Quarter & Year)**

Insured Entity # from Page 1	Subcontractor's Legal Business Name and Mailing Address	Subcontractor's FEIN	Type of Work Performed	# of Employees	Amount Paid to Subcontractor for Labor - Actual Last Qtr	Amount Paid to Subcontractor for Labor - Full Policy Estimate	CHECK THE BOX OF APPLICABLE DOCUMENTS & ATTACH COPIES (See #3 on reverse side)
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
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					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter
					$	$	☐ Certificate of Insurance ☐ Exemption Form AND Notarized Affidavit ☐ Leasing Company or Staffing Company Certificate of Insurance AND Notarized Letter

IMPORTANT INFORMATION REGARDING THE USE OF OUT-OF-STATE SUBCONTRACTORS:
In accordance with Florida Administrative Code Rule 69L-6.019, every employer who is required to provide workers' compensation coverage for employees engaged in work in Florida shall obtain a Florida policy or endorsement for such employees that utilizes Florida class codes, rates, and manuals that are in compliance with and approved under the provisions of Chapter 440, F.S., and the Florida Insurance Code, pursuant to Sections 440.10(1)(g) and 440.38(7), F.S.

IMPORTANT INFORMATION REGARDING LICENSING:
Section 489.113(2), F.S., states: No person who is not certified or registered shall engage in the business of contracting in this state. If you are a contractor licensed by or under the authority of the Department of Business and Professional Regulation (DBPR), you are required to hire and pay the subcontractors directly. Pulling permits for others, who are not licensed to engage in the business of contracting is prohibited. NOTE: Subcontractors must be paid directly by the qualified business entity that pulls the permits.

NOTE: Acceptable subcontractor Affidavit and Letter samples may be found at www.fwcjua.com under EMPLOYER, Sample Forms.

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.
QUARTERLY PAYROLL REPORTING FORM

Employer Name:	**Employer FEIN:**
Employer Address:	
Policy Number:	**Effective Date:**
Payroll Period: **From:**	**To:**

NOTE: This form must be completed, signed and submitted even if you have no wages for this period.

1. Instructions: Provide the name of each individual employed during this quarter and a detailed description of the work performed for each employee. Include salaries, wages, overtime, commissions, vacation pay, sick pay, etc., before any deductions are made for social security, unemployment or disability, federal income tax, etc. If overtime has been paid, please provide it in the corresponding column. Also include payroll for any persons performing work on a "contract" basis unless they have furnished you with a certificate of insurance from their insurance carrier or a certificate of exemption. Do not include your officer/managing member's, partner's, or individual owner's salaries in this section. Attach a separate sheet for additional employees with the required information below.

Employee Name	Describe Work Performed	Gross Wages (Including Overtime)	Overtime (Time and One Half)	Overtime (Double Time)	Company Use

2. Instructions: Provide the Title, Name, Details of Specific Duties and earnings/draws/profits for each officer/managing member, partner or individual owner. Include all principals even if they receive no pay or have elected, by filing an exclusion form, not to be covered. Attach a separate sheet for any additional individuals with the required information below.

Title	Name	Details of Specific Duties	Actual Earnings	Company Use

3. Additional Questions:

a. Did you pay overtime? Yes __ No __ If so, did you deduct the premium pay from the above totals? Yes ___ No ___

b. Did you furnish lodging? Yes __ No __ If so,do your payroll figures include these charges? Yes ___ No ___

Provide the estimated value of the lodging: $ _____

c. Did employees receive tips? Yes __ No __ If so, are the value of the tips included in above payrolls? Yes ___ No ___

4. Signature: Any person who knowingly makes a false or misleading statement or representation, written or oral, for the purpose of avoiding or reducing the amount of premiums for workers compensation coverage commits a felony.

I (we) the undersigned certify that the figures appearing in this report are a true and complete statement of all earnings by all the employees covered under the above policy for the period stated.

x _____

Date Signature of Officer/Owner/Member or Partner Address where payroll records are kept. Telephone

State of _____ County of _____ The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___day of _____ , 20 __ by _____.

_____ _____

Signature of Notary Print, Type or Stamp Commissioned Name of Notary

Personally Known ___ OR Produced Identification ___ Type of Idenitification Produced _____

My Commission Expires:

5. Mail (1) the completed Quarterly Payroll Reporting Form, (2) copy of the Employer's Quarterly Report (RT-6) or 941 Form, and (3) a completed Employer Affidavit Form to: Travelers, PO Box 5600, Hartford, CT 06102-5600

FWCJUAQPRF1020

REQUEST FOR OWNERSHIP INFORMATION—ERM-14 FORM

The purpose of this **confidential** form is to obtain ownership information to assist in calculating premium for your workers compensation insurance policy. Your policy requires that you report ownership changes, and other changes as detailed below, to your insurance carrier in writing within 90 days of the change. If you have questions, contact your agent, insurance company, or the appropriate rating organization. **Incomplete information or a missing signature may result in a delay in processing.**

The ownership information required on this ERM-14 Form can also be submitted in narrative form on the letterhead of the employer, signed by an owner, partner, member, or executive officer.

Section A—Contact Information

Name of person completing this form _____ Your Employer _____

Phone # _____ Email Address _____

Relationship to business entity reporting ownership information _____

Section B—Transaction Information

Type of Transaction (check all that apply)	**Transaction Effective Date**
☐ **Name and/or legal entity change** The name and/or legal status of the entity has changed. DBA name changes do not need to be reported.	
☐ **Sale, transfer, or conveyance of all or a portion of an entity's ownership interest** Complete or partial sale of the business entity's ownership interest.	
☐ **Sale, transfer, or conveyance of an entity's physical assets to another entity that takes over its operations** An entity's assets have been sold or transferred. The acquiring entity has taken over the operations, and the selling entity retained its legal business name.	
☐ **Merger or consolidation** Two or more entities have merged or combined to form a single entity.	
☐ **Formation of a new entity that acts as, or in effect is, a successor to another entity that:** (Select one) ☐ Has dissolved ☐ Is nonoperative ☐ May continue to operate in a limited capacity	
☐ **Formation of a new entity** A new entity has formed that is not a successor to another entity. Report this change only to determine combinability with another entity.	
☐ **An irrevocable trust or receiver, established either voluntarily or by court mandate** A change has occurred to the business, either voluntarily or by court mandate, requiring the entity to be put in a trust or receivership.	
☐ **Determination of combinability of separate entities** Two or more entities may need to be combined or separated based on their ownership interest.	

Section C—Description of Transaction(s)

Include a brief description of the transaction(s) selected above. Attach additional information on the employer's letterhead, if needed.

– If this is a partial sale, transfer, or conveyance of an existing business (e.g., sale of one or more plants or locations), explain what portion or location of the entire operation was sold, transferred, or conveyed.

– If any of the entities that underwent a change in ownership were related through common ownership to any other entity before the transaction described above, list the entities and their current owners' names and percentages of ownership below.

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Section D—Business Entity Information

Copies of this page may be submitted for transactions with more than three entities.

Entity Information	Entity 1 Entity **before** the change or to determine combinability with another entity	Entity 2 Entity **after** the change or to determine combinability with another entity	Entity 3 Entity **after** a merger or consolidation or to determine combinability with another entity
1. Name of Business Provide the legal name of the business entity.			
2. Primary Address (Street, City, State, Zip)			
3. Legal Status (See examples in item 4 below)			
4. Ownership List names of individual owners, partners, etc. and percentages of ownership (if applicable). Ownership should total 100%. – **Sole Proprietorship:** Owner – **Corporation:** Owner(s) and percentages of ownership – **General Partnership:** Partners and percentages of ownership – **Limited Partnership:** General partners and percentages of ownership – **Limited Liability Company:** Members and percentages of ownership – **Revocable Trust:** Grantor(s) – **Irrevocable Trust:** Trustee(s) – **Other:** If no voting stock, list members of board of directors or comparable governing body			
5. FEIN			
6. Risk ID Number			
7. Policy Number			
8. Policy Effective Date			
9. Contact Name			
10. Contact Phone/Email			

Section E—Certification

This is to certify that the information contained on this form is complete and correct.

_____ _____ _____
Signature of Owner, Partner, Member, or Executive Officer **Title** **Business Name**

_____ _____
Print name of above signature **Date**

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY F WCJUA 03 21

EMPLOYEE LEASING COMPANY OR STAFFING COMPANY
EXCLUSION ENDORSEMENT

I. Definitions

As used in this endorsement,

a. "Employee Leasing Arrangement" shall mean an arrangement under contract, whereby an Employee Leasing Company assigns its employees to a Client and allocates the direction of and control over such Leased Employees between the Employee Leasing Company and the Client, as provided under Section 468.520(4), Florida Statutes. Employee Leasing Arrangement does not include Temporary Help Arrangements.

b. The third party providing Employee Leasing Arrangement services shall be referred to as an "Employee Leasing Company."

c. "Staffing Arrangement" shall mean an arrangement whereby a Staffing Company assigns employees to a Client through an agreement that establishes a co-employment relationship but does not satisfy the definition of employee leasing or temporary help arrangement, as those terms are defined by Section 468.520(4), Florida Statutes, and applied to the Florida Insurance Code by Section 627.192(2)(a), Florida Statutes.

d. The third party providing Staffing Arrangement services shall be referred to as a "Staffing Company."

e. The entity obtaining workers through an Employee Leasing Arrangement or Staffing Arrangement shall be referred to as a "Client."

II. Applicability

This endorsement applies only with respect to workers provided by you to a Client under an Employee Leasing Arrangement or Staffing Arrangement to engage in work for the Client. Your policy does not provide coverage for workers you lease or assign to the Clients listed below.

Schedule

Client	Address

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY FWCJUA 03 22

EMPLOYEE LEASING OR STAFFING CLIENT EXCLUSION ENDORSEMENT

I. Definitions

As used in this endorsement,

a. **"**Employee Leasing Arrangement**"** shall mean an arrangement under contract, whereby an Employee Leasing Company assigns its employees to a Client and allocates the direction of and control over such Leased Employees between the Employee Leasing Company and the Client, as provided under Section 468.520(4), Florida Statutes. Employee Leasing Arrangement does not include Temporary Help Arrangements.

b. The third party providing Employee Leasing Arrangement services shall be referred to as an "Employee Leasing Company."

c. "Staffing Arrangement" shall mean an arrangement whereby a Staffing Company assigns employees to a Client through an agreement that establishes a co-employment relationship but does not satisfy the definition of employee leasing or temporary help arrangement, as those terms are defined by Section 468.520(4), Florida Statutes, and applied to the Florida Insurance Code by Section 627.192(2)(a), Florida Statutes

d. The third party providing Staffing Arrangement services shall be referred to as a "Staffing Company."

e. The entity obtaining workers through an Employee Leasing Arrangement or Staffing Arrangement shall be referred to as a "Client."

II. Applicability

This endorsement applies only with respect to your Leased Workers and Assigned Workers engaged in any work provided under an Employee Leasing Arrangement or Staffing Arrangement. Your policy does not provide coverage for workers you lease or that have been assigned from an Employee Leasing Company or Staffing Company listed below.

Schedule

Employee Leasing Company or Staffing Company	Address

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY FWCJUA 03 02

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

EMPLOYEE LEASING COMPANY/STAFFING COMPANY MULTIPLE COORIDNATED POLICY ENDORSEMENT

I. Coverage

The multiple coordinated policy to which this endorsement is attached provides coverage for the workers you lease or have been assigned from the Employee Leasing Company or Staffing Company listed below and does not provide coverage for any other workers. 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 or Assigned Employees in the state of Florida when provided by an Employee Leasing Company or Staffing Company 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 or Assigned Employees who are specifically identified in your contract with the Employee Leasing Company or Staffing Company. Disclosure to and acceptance by the FWCJUA of the Leased Employees or Assigned Employees named in your contract with the Employee Leasing Company or Staffing Company are conditions precedent to the coverage provided under this endorsement. These conditions further apply with respect to modifications or amendments of the Leased Employees or Assigned Employees named in your contract with the Employee Leasing Company or Staffing Company. The coverage provided by this endorsement for your Leased Employees or Assigned Employees is specifically conditioned upon the valid existence of your contract with the Employee Leasing Company or Staffing Company. If at any time your Leased Employees or Assigned Employees cease to be Leased Employees or Assigned Employees provided by the Employee Leasing Company or Staffing Company named in Item 1 of the Schedule, this endorsement will cease to afford coverage for those workers.

II. Definitions

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

a. **"Client"** shall mean any person or entity which obtains all or part of its workforce from another entity through an Employee Leasing Arrangement, Staffing Arrangement, Temporary Help Arrangement, or otherwise.

b. **"Employee Leasing Arrangement"** shall mean a contractual arrangement where an Employee Leasing Company assigns its employees to a Client and allocates the direction of and control over such Leased Employees between the Employee Leasing Company and the Client, as provided under Section 468.520(4), Florida Statutes. Employee Leasing Arrangement does not include Temporary Help Arrangements, as indicated in Section 468.520(4)(a), Florida Statutes.

c. **"Employee Leasing Company"** shall mean a sole proprietorship, partnership, corporation, or other form of business entity engaged in Employee Leasing Arrangements as provided under Part XI, Chapter 468, and section 627.192, Florida Statutes.

d. "**Staffing Arrangement**" shall mean an arrangement whereby a Staffing Company assigns employees to a Client through an agreement that establishes a co-employment relationship but does not satisfy the definition of employee leasing or temporary help arrangement, as those terms are defined by Section 468.520(4), Florida Statutes, and applied to the Florida Insurance Code by Section 627.192(2)(a), Florida Statutes

e. **"Staffing Company**" shall mean a sole proprietorship, partnership, corporation, or other form of business entity that, by contract, financial arrangement, or otherwise, assigns its employees to a Client and agrees to provide workers' compensation coverage and other administrative services including, but not limited to, employer of

record services, payroll, benefits, and employment taxes processing for the Client.

f. **"Temporary Help Arrangement"** shall mean a service whereby an organization hires its own employees and assigns them to a Client, to support or supplement the Client's work force in special work situations, such as employee absences, temporary skill shortages, seasonal workloads, and special assignments and projects, for a period not to exceed one year, as defined by Section 468.520(4)(a), Florida Statutes Rule 61G7-6.001(8), Florida Administrative Code.

III. Applicability

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the Employee Leasing Company or Staffing Company 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 Employee Leasing Company or Staffing Company 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 Employee Leasing Company or Staffing Company's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the Employee Leasing Company or Staffing Company with any government agency.

We will not ask any other insurer of the Employee Leasing Company or Staffing Company to share with us a loss covered by this endorsement.

IV. Premium Charged

Premium will be charged for your Leased Employees or Assigned Employees while such Leased Employees or Assigned Employees are provided by the Employee Leasing Company or Staffing Company. You must obtain from the Employee Leasing Company or Staffing Company and furnish to us a complete payroll record of your Leased Employees or Assigned Employees provided by the Employee Leasing Company or Staffing Company to satisfy your obligations under Part Five (Premium), C.2. The premiums for your Leased Workers and Assigned Workers covered under this endorsement will be billed directly to the Employee Leasing Company or Staffing Company, and we will send a copy of the bill to you.

V. Assessment, Penalties, Fees, and Surcharge Liability

You are jointly liable with the Employee Leasing Company or Staffing Company for the payment of premiums, assessments, penalties, fees and surcharges determined to be due to the FWCJUA for your Leased Employees or Assigned Employees covered under this endorsement. Your payment to the Employee Leasing Company or Staffing Company 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 or Assigned Employees covered under this endorsement. If the Employee Leasing Company or Staffing Company fails to make payments of premiums, assessments, penalties, fees or surcharges attributed to your Leased Employees or Assigned 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 Employee Leasing Company or Staffing Company.

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 Employee Leasing Company or Staffing Company 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 and

Assigned Workers covered under this endorsement. If the Employee Leasing Company or Staffing Company 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 Employee Leasing Company or Staffing Company.

VI. Cancelation and Termination

The policy may be canceled according to its terms; or, in the case of an Employee Leasing Company, for violation of statutes and rules applicable to employee leasing companies. A policyholder will be provided a reasonable opportunity to cure a violation.

VII. Miscellaneous

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

SCHEDULE

1. Employee Leasing Company or Staffing Company Address Policy Number
2. State Where Work Performed
3. Contract or Project

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

ASSESSABLE POLICY NOTICE ENDORSEMENT (FWCJUA 04 01)

This endorsement is issued to explain the assessability feature of a policy issued in Tier 3. If you are assigned to Tier 1 or Tier 2, your policy is not assessable. Your tier assignment is located in the Schedule to the Tier and Premium Surcharge Notice Endorsement (FWCJUA 04 02) form which is attached to your policy.

IF YOU ARE ASSIGNED TO TIER 3, YOUR POLICY IS ASSESSABLE. THIS MEANS THAT IF THE PLAN IS UNABLE TO PAY ITS OBLIGATIONS, YOU WILL BE REQUIRED TO CONTRIBUTE ON A PRO-RATA, EARNED PREMIUM BASIS THE MONEY NECESSARY TO MEET ANY ASSESSMENT LEVIED FOR THE TIER TO WHICH YOU ARE ASSIGNED. PARTICIPANTS IN TIER 3 MAY BE ASSESSED MORE THAN ONCE, AND ANY ASSESSMENT MAY BE MADE EITHER WHILE THE TIER 3 POLICY IS IN EFFECT OR AT ANY TIME AFTER THE TERMINATION, EXPIRATION OR CANCELATION OF THE TIER 3 POLICY.

ASSESSMENTS LEVIED AGAINST YOU AS A TIER 3 PARTICIPANT SHALL COVER ONLY THE DEFICITS ATTRIBUTABLE TO TIER 3.

For further explanation of the eligibility criteria, applicable rates, applicable surcharges and assessability features for each of the three rating tiers, please refer to your FWCJUA Application which is incorporated by reference into your policy.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY FWCJUA 04 02

Effective July 1, 2004

FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

TIER AND PREMIUM SURCHARGE NOTICE ENDORSEMENT (FWCJUA 04 02)

The following is added to Part Five (Premium), paragraph A (Our Manuals). It explains the premium you will pay for the insurance afforded by this policy based upon the scheduled tier assignment.

1. This policy is subject to the scheduled fla fee.

2. This policy is subject to the scheduled percentage premium surcharge because you qualify for the indicated tier.

   The voluntary comparable premium is subject to the scheduled percentage premium surcharge prior to the application of the scheduled fla fee.

3. If you qualify for Tier 3, this policy is subject to the Assigned Risk Adjustment Program (ARAP).

SCHEDULE

Flat fee: _____

Tier	% Premium surcharge

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY FWCJUA 04 06

Effective January 1, 2014

FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

CANCELLATION ENDORSEMENT (FWCJUA 04 06)

This endorsement amends Part Five (Premium) because Florida is shown in item 3.A. of the Information Page.

Paragraph 2, of Part Five – Premium, section E. Final Premium is removed and replaced by the following:

2. If you cancel this policy, the 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.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY FWCJUA 04 07

Effective January 1, 2014

FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

ASSIGNED RISK ADJUSTMENT PROGRAM ENDORSEMENT (FWCJUA 04 07)

This endorsement is attached to your policy and incorporates the following additional provisions into Part Five – Premium of your policy because Florida is shown in Item 3.A. of the Information Page and has approved the Assigned Risk Adjustment Program (ARAP). ARAP adds a surcharge to the premium of employers who meet the requirements of the program.

The application of ARAP is mandatory and shall apply to all FWCJUA policies that meet the criteria of ARAP.

If your experience rating modification factor changes, the ARAP surcharge factor may also change.

A. Criteria

1. You will receive an ARAP surcharge factor calculated by the designated rating/advisory organization for your intrastate and/or interstate risk if you:
   a. Are eligible for an experience rating modification factor, and
   b. Are assigned to Tier 3.

2. You will not receive an ARAP surcharge factor if you:
   a. Are not experience rated, or
   b. Have a calculated experience rating modification factor equal to or less than 1.00, or
   c. Are assigned to Tier 1 or Tier 2.

B. Surcharge Application

You must pay a surcharge based on a comparison of your actual and expected losses, as determined using values from your experience rating modification calculation. The ARAP surcharge factor is applied by multiplying your total FWCJUA modified premium by the ARAP surcharge factor. The total modified premium is determined in accordance with the FWCJUA Operations Manual. The ARAP surcharge factor is included in total standard premium.

C. Multistate Operations

Experience rated employers with multistate operations shall be subject to the ARAP in states that have approved it.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY FWCJUA 03 01

FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

FLORIDA LIMITED OTHER STATES ENDORSEMENT (FWCJUA 03 01)

"PART THREE – OTHER STATES INSURANCE" of the policy is replaced by the following:

A. How this insurance applies:

1. We will pay promptly, when due, the benefits required of you by the workers compensation law of any state other than Florida, but only if the claim for such benefits involves work performed by a Florida employee.

2. If we are not permitted to pay the benefits directly to persons entitled to them under circumstances described in item 1 above, we will reimburse you for the benefits required to be paid.

B. This insurance does not apply to:

1. Any employee unless the contract of employment was made in Florida, or the employment was principally localized in Florida.

2. Any person claiming benefits under the workers compensation law of any state which requires you to obtain insurance coverage in such state before you begin work in such state; or

3. Any person claiming benefits in a state for which you have workers compensation coverage; or

4. Your operations in any state other than Florida; or

5. Your Non-Incidental Exposures in any state other than Florida. The term "Non-Incidental Exposures" shall mean any accidental injury or death arising out of and in the course of employment by an employee, whose contract of employment was made in Florida, or whose employment is principally localized in Florida, that leaves Florida and works for his or her employer in a state other than Florida for more than 10 consecutive days, or more than 25 total days, during a calendar year; or

6. Fines or penalties arising out of your failure to comply with the requirements of the workers compensation law.

IMPORTANT NOTICE!

If you hire any employees outside Florida or begin operations or have any Non-Incidental Exposures in any state other than Florida, you must obtain insurance coverage in that state and do whatever else may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers compensation law.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY	FWCJUA 03 03

Effective July 26, 2003

FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

"IF ANY" POLICY NOTICE ENDORSEMENT

This endorsement is being issued because you have applied for and we have issued to you an "if any" policy, which provides workers compensation and employers liability insurance if you hire any Employee during the policy period.

Your application for insurance states that you do not have any Employees. You are required to notify us within three business days if you do hire any Employee during the policy period. Failure to timely notify us may be considered an intentional misrepresentation, which may result in the cancellation of your policy and in the denial of insurance coverage. You must report the hiring of any Employee by calling us at **1-800-247-7218**.

Section 440.381 (6), Florida Statutes, provides:

(6) If an employer understates or conceals payroll, or misrepresents or conceals employee duties so as to avoid proper classification for premium calculations, or misrepresents or conceals information pertinent to the computation and application of an experience rating modification factor, the employer, or the employer's agent or attorney, shall pay to the insurance carrier a [penalty of 10 times the amount of the difference in premium paid and the amount the employer should have paid and reasonable attorney's fees. The penalty may be enforced in the circuit courts of this state.

Section 440.105, Florida Statutes, provides:

(4) Whoever violates any provision of this subsection commits insurance fraud, punishable as provided in paragraph (f).

(b) It shall be unlawful for any person:

5. To knowingly make any false, fraudulent, or misleading oral or written statement, or to knowingly omit or conceal material information, required by s. 440.185 or s. 440.381, for the purpose of obtaining workers' compensation coverage or for the purpose of avoiding, delaying, or diminishing the amount of payment of any workers' compensation premiums.

6. To knowingly misrepresent or conceal payroll, classification of workers, or information regarding an employer's loss history which would be material to the computation and application of an experience rating modification factor for the purpose of avoiding or diminishing the amount of payment of any workers' compensation premiums.

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FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC. (FWCJUA)

APPLICATION FOR $2,500 DEDUCTIBLE PLAN

Name of Employer: _____

Address: _____

Phone: _____ FEIN: _____

Date Participation to be implemented: _____

I hereby request permission to participate in the FWCJUA's $2,500 Deductible Plan.

Under this plan:

- I agree to pay for each injury for which an employee files a claim as a deductible, up to the first $2,500 of the total amount payable under compensable claims related to such injury.
- I agree to timely report all amounts paid under this Plan and understand that failure to meet the reporting requirements under this Plan shall be cause for cancellation.
- I agree that I shall not be reimbursed for any amount paid under this Plan and that nonpayment of this deductible amount shall be treated under the policy in the same manner as nonpayment of premiums.
- I agree that the FWCJUA may obtain my credit history and financial records to determine my financial stability for purposes of participating in this Deductible Plan.

I am also aware that the FWCJUA shall not offer this plan if:

- My standard policy premium does not meet or exceed $5,000.
- As a result of a credit investigation, the FWCJUA determines at its sole discretion that I am not sufficiently financially stable to be responsible for the payment of the deductible amount.

By signing below I acknowledge that I have read and understand this Application and that I shall participate in the FWCJUA's $2,500 Deductible plan subject to the terms and conditions outlined.

_____ _____
(Signature of Officer/Owner) (Print Name and Title)

_____
Date

_____ _____
(Signature of Producer) (Print Name of Producer)

Sworn to, or affirmed, and subscribed before me the _____ day of _____ 20____
By _____.

_____ _____
(Signature of Notary) (Expiration Date and Number)

NOTICE TO EMPLOYER: If you have a Drug-Free Workplace Program established and maintained in accordance with Florida law, and you would like to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name of Employer: _____

Date Program Implemented: _____

Testing:

Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- ☐ Job applicant
- ☐ Routine fitness for duty
- ☐ Reasonable suspicion
- ☐ Follow-up testing to Employee Assistance Program

Notice of Employer's Drug Testing Policy:

- ☐ Copy to all employees prior to testing
- ☐ Posted on employer's premises
- ☐ Show notice of drug testing on vacancy announcements
- ☐ Copy to job applicants prior to testing
- ☐ Copies available in personnel office or other suitable locations
- ☐ General notice given 60 days prior to testing
- ☐ No notice required because the employer had a drug testing program in place prior to July 1, 1990

Education:

- ☐ Resource file on providers
- ☐ Employee Assistance Program
- ☐ Education

Name of Medical Review Officer: _____

A. Name of approved Agency for Health Care Administration Lab or United States Department of Health and Human Services Certified Laboratory: _____

B. Phone No.: ( ) _____

C. Address: _____

Your certification is subject to physical verification by the insurer. Your policy is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the policy if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

_____	_____	_____
Employer Name	Date	Officer/Owner Signature*

_____
Title

* Application must be signed by an officer or owner.

Form 09-01A

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CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name: _____

Name of Contact Person: _____ Telephone #: _____

Policy #: _____ Effective Date of Policy: _____

I am submitting a copy of my workplace safety program which meets the requirements of Section 440.1025, Florida Statutes. I certify that this safety program has been implemented in my workplace and is being maintained as submitted to my carrier.

This is to certify that my workplace safety program meets or exceeds the following provisions as provided for in Section 440.1025, Florida Statutes:

1) Written safety policy and safety rules
2) Safety inspections
3) Preventive maintenance
4) Safety training
5) First aid
6) Accident investigation
7) Necessary record keeping

I am aware that I may be subject to an on-site inspection by my carrier, for the purpose of validating the accuracy of this information.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Certification of Employer Workplace Safety Program Premium Credit, and that the facts stated in it are true.

_____ _____ _____

Employer Name Date Officer/Owner Signature*

_____

Title

* Application must be signed by an officer or owner.

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