

**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 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 ACORD 130 FL, ACORD 130 FL Additional Information Form, ACORD 133 FL (Addendum to ACORD 130 FL), ACORD 133 FL Additional Information Form, 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:

P.O. Box 48957  
Sarasota, Florida 34230-5957  
Tel: (941) 378-7400 • Fax: (941) 378-7406 • [www.fwcjua.com](http://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 is 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](http://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](http://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.

### **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 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:

- g. Workers Compensation & Employers Liability Insurance Policy;
- h. Safety Program Participation Letter;
- i. Sample Safety Program for the Employer's industry;
- j. FWCJUA Safety Program Acknowledgement Letter (If not timely received, policy is cancelled);
- k. RT-6 Quarterly Reporting Requirement Letter;
- l. Quarterly Payroll Reporting Form (If not timely received, policy is cancelled);
- m. Employer's Affidavit (If not timely received, policy is cancelled);
- n. Workers' Compensation Managed Care Arrangement (mandatory for the FWCJUA) – In English & Spanish;
- o. Primary Care Directory; and
- p. Claims Reporting Procedures.

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; and
- j. Claims Reporting Procedures.

The Service Provider shall not issue renewal policies to Employers if the renewal premium due is not:

- k. received by the renewal policy's inception date, or
- l. 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 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. Use sound underwriting judgment using the latest available audit information to develop current policy premium;
- c. Review the Employer's 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](http://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.

## **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 temporary help to others as well as on Employers engaged in leasing employees to others;
  - (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
Temporary Help Agencies	All Classes
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:

<b>Special Category Applicable Class Code</b>	
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
Temporary Help Agencies	All Classes
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, 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 leasing employees to others or in providing temporary help to others;
- (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; and
- (17) 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, 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	6319	7309F	7720	8824	9082
0042	1741	3574	5037	5506	6834	7317F	7855	8826	9083
0050	1803	3632	5040	5535	6836	7350F	8018	8829	9088
0083	1852	3724	5057	5551	6854	7370	8021	8831	9156
0106	2095	3821	5059	5610	6872	7403	8031	8832	9170
0401	2702	4420	5069	5645	6874F	7420	8215	8833	9178
1164	2710	4511	5183	5651	6882	7422	8227	8835	9180
1165	2714	4581	5190	6204	6884	7425	8265	8842	9186
1320	2802	4583	5213	6217	7038	7431	8279	8864	9403
1322	2883	4635	5348	6235	7050	7539	8288	8868	9410
1430	2916	4771	5403	6251	7090	7515	8292	9014	
1438	3030	4828	5437	6252	7098	7610	8293	9015	
1472	3081	4829	5445	6260	7099	7705	8380	9016	

- (6) 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.
- (7) 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 as 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 permit the Agency and the Designated Producer of record to be changed in accordance with FWCJUA operating procedures.
- 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) Any other information which, in the judgment of the Service Provider, or the FWCJUA, would be helpful to the Policyholder; and
  - (8) 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 Producers, Designated Producers and CSRs. Accordingly, an Agency must ensure that its Producers, Designated Producers, 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 the Agency. In addition, 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 a Designated Producer.

No 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 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 the Agency, all Designated Producers and CSR's 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 must be an individual licensed by the Florida Department of Financial Services as a general lines resident or nonresident insurance agent authorized to solicit, negotiate and effectuate workers compensation insurance.
4. Each Designated Producer or the Agency must 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, pursuant to a certificate of authority issued by the Florida Office of Insurance Regulation.
5. The Agency and each of its 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.

For information on how to submit an Agency and Designated Producer authorization request along with specifics regarding the authorization requirements, please refer to [www.fwcjua.com](http://www.fwcjua.com).

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 and its 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 or its Designated Producers prior to the effective date of the proposed amendment, then the Agreement shall automatically terminate as of the effective date of the proposed amendment.

Additionally, should the Agency desire to add or delete a Designated Producer or Customer Service Representative during the term of the Agreement, an Agency Producer Agreement Addendum to Exhibit A shall be completed and submitted to the FWCJUA via email to [agency@fwcjua.com](mailto:agency@fwcjua.com). A copy of the Addendum may be found in Part Seven of this Manual.

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 the continuing responsibility to try to place the coverage in the voluntary market. 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 assist the Employer in securing and submitting any prior loss history and corresponding policy premium as required to determine or confirm tier eligibility.
12. To see that adequate deposit and advance premiums are maintained and encourage the Employer to realistically estimate payroll.
13. 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.
14. 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.
15. 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.
16. To promptly refund any excess agency producer fees paid to the Agency by the Service Provider when requested to do so.

## 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 the (1) ACORD 130 FL, (2) ACORD 130 FL Additional Information Form, (3) ACORD 133 FL (Addendum to ACORD 130 FL), (4) ACORD 133 FL Additional Information Form, and (5) Employment and Wage Information 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](http://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 instruct the Designated Producer to submit the properly executed original Application for Coverage, as printed from the **Online Application for Coverage**, including all requested and properly executed supporting documentation and the required premium in the proper form to the FWCJUA within a specified timeframe. A properly executed original Application for Coverage shall consist of the following:

- a. ACORD 130 FL with original signatures and notarizations;
- b. ACORD 130 FL Additional Information Form with original signatures and notarizations;
- c. ACORD 133 FL (Addendum to ACORD 130 FL) with original signatures, initials and notarizations;
- d. ACORD 133 FL Additional Information Form with original signatures and notarizations;
- e. Employment and Wage Information Release Agreement with original signatures and notarizations
- f. all requested and properly executed supporting documentation that may include supplemental applications with original signatures and notarizations; and
- g. the proper estimated annual or advance premium and any required deposit premium, inclusive of the flat fee in the proper form as detailed below in 3, Premium Payment Requirements.

Upon the timely receipt of the requested properly executed original Application for Coverage, as printed from the **Online Application for Coverage**, including all requested and properly executed supporting documentation and the required premium in the proper form, the FWCJUA shall bind coverage, as appropriate, in accordance with its binding procedures. Upon binding coverage, the FWCJUA shall promptly mail the binder to the Employer and send an electronic copy of the binder to the Designated Producer.

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 a supplemental application form is required to be completed, the Designated Producer will be prompted to review and complete the supplemental form(s) before the **Online Application for Coverage** is referred to the FWCJUA for review. The following supplemental forms shall be required to be completed upon the assignment of the specified classification codes to the Employer's operations at application:

- a. **Contractor's Supplemental Application** is required upon the assignment of classification codes  
0042 3724 5057 5183 5222 5443 5478 5508 5610 6004 6206 6233 6260 7605  
0050 3726 5059 5188 5223 5445 5479 5509 5613 6006F 6213 6235 6306 7855  
1322 5020 5069 5190 5348 5462 5480 5535 5645 6017 6214 6236 6319 8227  
2799 5022 5102 5213 5402 5472 5491 5537 5651 6018 6216 6237 6325 9534

3365 5037 5146 5215 5403 5473 5506 5551 5703 6045 6217 6251 6400 Or 9554  
3719 5040 5160 5221 5437 5474 5507 5606 5705 6204 6229 6252 7538

- b. **Horse Trainer's Supplemental Application** is required upon the assignment of classification codes 7201, 7205, 8273, 8274, or 8279; and
- c. **Truckers Supplemental Application** is required upon the assignment of classification code 7219. This supplemental application is also required upon the assignment of classification code 7380 if it has the highest estimated payroll allocation.

If the Employer leases employees to or from another business at application, the following supplemental forms shall be required to be completed as specified:

- d. **Employee Leasing Client Supplemental Application** is required to be completed if the Employer is leasing employees from another business;
- e. **Employee Leasing Labor Contractor Supplemental Application** is required to be completed if the Employer is leasing employees to another business;
- f. **Employee Leasing - Consent to the Release of Client Initiation or Termination Information** is required if the Employer is leasing employees to another business; and
- g. **Acknowledgement by Labor Contractor and Client of Terms and Conditions of the Multiple Coordinated Policy** is required if the Employer is leasing employees to or from another business.

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

- h. **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:

- i. **RT-6 or 941 Payroll Verification Forms** for the last four quarters filed with the Department of Revenue;
- j. **Exemption/Election Forms** on file or being filed with the Florida Bureau of Compliance;
- k. **Experience Rating Worksheet** generated by NCCI;
- l. **ERM-14 Form (Confidential Request for Ownership Information)** to be filed by the FWCJUA with NCCI;
- m. **Most Recent Workers Compensation Policy Information Page** reflecting class codes and payrolls;
- n. **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;
- o. **Certificates of Insurance** issued within the last thirty (30) calendar days for all subcontractors including those with leased workers regardless of exemption status;
- p. **State Contractor's Licenses** issued by the Florida Department of Business and Professional Regulation;
- q. **Contracts** that particularly establish workers compensation exposure, such as, but not limited to, employee leasing (PEO) arrangements, temporary employment agency contracts, franchise agreements;
- r. **Pending and Current Bankruptcy filings and documentation;**
- s. **Settlements** related to prior workers compensation insurance obligations;
- t. **Valid Finance Agreement** if premium is being financed;
- u. **Full Details on Any Voluntary Offers of Coverage;** and
- v. **Proof of Voluntary Coverage Declinations.**

All supporting documentation shall be submitted electronically to the FWCJUA using the "Attach Document" feature, found on the last 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. The FWCJUA shall generally accept a certified, cashier's, finance company, Employer's or Agency check made payable to the FWCJUA to bind coverage; however, the FWCJUA shall require the premium be electronically submitted for Employers whose total estimated annual premium is equal to or greater than \$50,000.

#### 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" and shall further be instructed to submit the properly executed original Application for Coverage, as printed from the **Online Application for Coverage**, including all requested and properly executed supporting documentation and the required premium in the appropriate check form to the FWCJUA via mail or hand delivery to either of the following addresses for receipt within no less than three (3) FWCJUA working days as prescribed by the FWCJUA

Overnight Mail/Hand Delivery:  
FWCJUA  
6003 Honore Avenue, Suite 204  
Sarasota, FL 34238  
Tel: 941-378-7400

or All Other Mail:  
FWCJUA  
P.O. Box 48957  
Sarasota, FL 34230-5957

If the premium payment is equal to or greater than \$50,000, the electronic notification to the Designated Producer shall also provide instructions on how to remit the premium electronically to the FWCJUA. Upon the timely receipt of the requested properly executed original Application for Coverage, as printed from the **Online Application for Coverage**, including all requested and properly executed supporting documentation and the required premium in the proper form, the FWCJUA shall bind coverage, as appropriate, in accordance with its binding procedures. Upon binding coverage, the FWCJUA shall promptly mail the binder to the Employer and send an electronic copy of the binder to the Designated Producer.

- 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 original Application for Coverage along with all the required supporting documentation and premium is timely received by the FWCJUA. Upon the timely receipt of the completed and properly executed original Application for Coverage along with all the required premium and 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 properly submitted Application for Coverage is received by the FWCJUA for consideration; 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 with copies to the Agency or its Designated Producer as well as the Insured.
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, as printed from the **Online Application for Coverage**, with all original signatures, initials and notarizations 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](http://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 - Confidential 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**

Changes in the Agency and/or the Designated Producer must be requested by the Employer in writing. If the Employer's requested change entails a change to the Agency of record, the written request must be accompanied by a completed Application for Coverage that is signed by a Designated Producer of the "new" Agency and such request shall become effective at policy renewal provided the "new" Agency and its Designated Producer remain authorized by the FWCJUA. If the Employer's request does not entail a change in the Agency of record, but 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 providing the ACORD 175 and assisting in completing and filing the form with the Service Provider.

**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

<b>Agency Producer Fee Table</b>			
<b>Standard Premium Interval</b>	<b>Agency Producer Fee Percentage</b>	<b>Standard Premium Interval</b>	<b>Agency Producer Fee Percentage</b>
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](http://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 at 1-800-247-7218 or fax a request to 1-877-634-3710.**

**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](mailto: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 ACORD 25 Certificate of Liability Insurance form. 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 Producers, Designated Producers and CSRs. Accordingly, an Agency must ensure that its Producers, Designated Producers, 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 the Agency. In addition, 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 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 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 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, all Designated Producers and CSRs;
  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; or
  14. demonstrated lack of competency, fitness or trustworthiness to act as an Agency or Designated Producer.

If the Agency has multiple locations with Designated Producers, as listed in Exhibit A of the Agency Producer Agreement, the Executive Director may apply the suspension or revocation to any or all of the 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 or its Designated Producer's privileges. The purpose of this suspension period is to allow the Agency or its Designated Producer 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 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 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 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 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, any Agency whose Agency Producer Agreement has been terminated or privilege has been revoked or suspended, or whose Designated Producer's 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 [agency@fwcjua.com](mailto:agency@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 whose privilege is revoked may apply for reinstatement not earlier than two (2) years after the effective date of the revocation. 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 whose Designated Producer's 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 received written notification of the denial of the Agency or its Designated Producer's request for reinstatement; otherwise the Agency shall be deemed to have waived the right to 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; 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 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. To cooperate fully with the Service Provider in the verification of the number of and names of employees by promptly submitting a Monthly Change Sheet (ACORD 175) or other such form that may be requested by the Service Provider;
  6. 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;
  7. To submit all premium, assessments, penalties, fees or surcharges in a timely manner to avoid cancellations and lapses in coverage;
  8. To comply with the FWCJUA safety program and to cooperate fully with the Service Provider in implementing all reasonable safety recommendations;
  9. 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;
  10. 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;
  11. To allow the Service Provider reasonable access for audit or inspection; and
  12. 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 workers compensation exposures in states other than Florida.
- 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 to Tier 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 \$4,000:** If total estimated annual premium is less than or equal to \$4,000, the amount of deposit premium payable shall be equal to 50% of the total estimated annual premium.
  - (2) **Total Estimated Annual Premium greater than \$4,000** If total estimated annual premium is greater than \$4,000, 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.

**c. Optional Payroll Service with Premium Withholding Program:**

- (1) Eligibility:** This program is optional and available only to eligible Employers with payroll, as it requires an Employer to execute an application agreement and, within fourteen (14) calendar days of coverage being bound for the Employer, the required service agreement(s) with an FWCJUA authorized Payroll Service Partner. The Employer shall be responsible for the payment of all the Payroll Service Partner's fees under the required service agreement(s), and the Employer must maintain his or her agreement(s) with the Payroll Service Partner in good standing throughout the policy period. Failure to timely execute the required service agreement(s) with an FWCJUA authorized Payroll Service Partner or to maintain said agreement(s) in good standing shall result in the cancellation of the Employer's policy.

**Exception:** The following types of Employers shall not be eligible for this program:

- (a) labor contractors (e.g., PEO),
- (b) temporary help services,
- (c) Employers aware of pending bankruptcy procedures,
- (d) Employers who do not report and maintain employees under their policy,
- (e) Employers seeking coverage for domestic servants, and
- (f) Employers whose operations are seasonal.

**(2) FWCJUA Authorized Payroll Service Partners with respective required application and service agreements:**

**(a) Paychex®**

- 1. **Application agreement:** FWCJUA Payroll Service with Premium Withholding Agreement (FWCJUA 04 04)

- 2. **Service agreements:**

- a. Paychex Florida Workers' Compensation Joint Underwriting Association, Inc. Workers' Compensation Payment Service Agreement, and
- b. Paychex Services Agreement electing, at a minimum, Taxpay®

- (3) Modified Deposit and Advance Premium Requirements:** An Employer, who chooses to participate in this program by completing the required application agreement, for the Employer's selected FWCJUA authorized Payroll Service Partner, shall be required to submit an advance premium equal to 1/6 of his or her total estimated annual premium plus the \$475 application fee, regardless of the Employer's total estimated annual premium. The Employer shall not be required to submit a deposit premium, regardless of the Employer's total estimated annual premium.

**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 a labor contractor 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 labor contractor'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

- a. If the labor contractor's modification is greater than or equal to .85, the labor contractor's experience modification shall apply to the client for up to three (3) years or until such time as the client otherwise qualifies for development of its own experience modification; or
- b. If the labor contractor's modification is less than .85, the client shall be assigned an experience modification of .85.

**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 ten percent 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**

The 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 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 Arrangements

#### a. Definitions:

- (1) **"Employee Leasing Arrangement"** shall mean an arrangement, under contract or otherwise, whereby one business or other entity leases any or all of its workers from another business as provided under Section 468.520(4), Florida Statutes. Employee leasing arrangements include, but are not limited to, full service employee leasing arrangements, long-term temporary arrangements, and any other arrangement which involves the allocation of employment responsibilities among two or more entities. For purposes of this rule, employee leasing arrangement does not include arrangements to provide temporary help service.
- (2) **"Temporary Help Service"** shall mean a service whereby an organization hires its own employees and assigns them to clients for a finite time period to support or supplement the client's work force in special work situations such as employee absences, temporary skill shortages and seasonal workloads.
- (3) **"Client" and "Lessee"** shall mean an entity which obtains all or part of its work force from another entity through an employee leasing arrangement or which employs the services of an entity through an employee leasing arrangement.
- (4) **"Labor Contractor," "Lessor," "Employee Leasing Company," "Professional Employment Organization," and "PEO"** shall mean an entity that grants a written lease to a client through an employee leasing arrangement as provided under 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) **"Multiple Coordinated Policies Basis"** shall mean:
  - (a) Each client shall have its own standard workers compensation insurance policy covering its leased workers required to be covered pursuant to the workers compensation laws of the state.
  - (b) Non-leased workers of a client shall not be included on the policy required by (a) above.
  - (c) All policies for clients of the same employee leasing 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 labor contractor and to have a single master invoice sent to the labor contractor for all policies covering the clients of the labor contractor.
  - (f) If a client leases employees from more than one labor contractor, there shall be a separate policy for the leased employees of each labor contractor.
  - (g) The FWCJUA Service Provider also shall issue a policy covering the internal employees of the labor contractor.
  - (h) The following endorsements shall be used as appropriate to restrict the coverage to specific employees and to coordinate coverage between clients and labor contractor: Multiple Coordinated Policy Endorsement (FWCJUA 03 02), Labor Contractor Exclusion Endorsement (WC 00 03 21), Employee Leasing Client Exclusion Endorsement (WC 00 03 22)
  - (i) The labor contractor and each individual client will be subject to and must comply with applicable laws, including but not limited to Section 627.192, Florida Statutes and Chapter 468, Part 11, Florida Statutes.

**b. Coverage:**

- (1) An Employer who is a client in an employee leasing arrangement that secures coverage directly through the FWCJUA shall be required to cover any and all of its leased workers on the FWCJUA policy and shall be responsible for paying premium to the FWCJUA that includes any and all of its leased workers' payroll in addition to its direct employees (non-leased workers), regardless of whether a labor contractor provides workers' compensation and employer's liability insurance for any or all of the leased workers.

An Employer who is a client in an employee leasing arrangement that secures coverage through the FWCJUA on a multiple coordinated policies basis in coordination with a labor contractor shall maintain all of the leased workers on its FWCJUA policy. Direct employees (non-leased 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) 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 is in force without a notice of cancellation.

- (2) An Employer who is a labor contractor 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 on a multiple coordinated policies basis. To afford coverage to a labor contractor on a multiple coordinated policies basis, refer to the Multiple Coordinated Policies section of this rule.

**c. Premium for Leased Workers:**

Premium for leased workers shall be charged as follows:

- (1) The risk shall provide a complete payroll record of the leased workers. Premium on such payroll shall be based on the classifications and rates which would have applied if the leased workers had been direct employees of the client.
- (2) If the payroll records of the leased workers are not provided, one hundred percent (100%) of the full employee leasing arrangement price shall be established as the payroll of the leased 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.

**d. Multiple Coordinated Policies:**

- (1) **Eligibility:** The labor contractor 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.

In order for the labor contractor to secure the coverage for the workers leased 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 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 of a specific employee leasing 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 labor contractor under a multiple coordinated policies basis shall be issued in the name of the labor contractor 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 labor contractor (i.e., the labor contractor'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) **Labor Contractor Policy:** Attach the Labor Contractor Exclusion Endorsement (WC 00 03 21) to the labor contractor'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 labor contractor and to extend coverage to the labor contractor.

- (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 labor contractor 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 covered under the policy. If the labor contractor fails to pay the assessment attributed to the client's leased 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 labor contractor.

- 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 with Client:** The labor contractor, when feasible, shall notify the FWCJUA of intent to terminate any client relationship prior to the termination of an employee leasing arrangement with a client during the policy term or at policy expiration date. When prior notice is not feasible, the labor contractor 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 advisory 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  
20% 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) 37% 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) 43% 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.

$$R = \frac{(0.5 - 0.5W) A_p}{M * E_p} + \frac{(0.5 + 0.5W) A}{M * E}$$

where: W is the weighting value  
 A is the actual losses, as limited on a per accident basis  
 A<sub>p</sub> is the actual primary losses  
 E is the total expected losses  
 E<sub>p</sub> 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)<sup>1/3</sup>

If 170 ≤ E < 300 then E = 100 + 11.844 (E - 170)<sup>1/3</sup>

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 the state(s) where effective.

- 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:

- Notify employees of the necessity to use the MCA;
- Send injured employees only to the health care providers contracted by the FWCJUA; and
- 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 program package which will include:

- 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 December 1, 2016 applicable to new and renewal business.

**APPLICABLE TO FWCJUA POLICIES ONLY**

Surcharges applicable to voluntary comparable premium, Tier 1 = 20%, Tier 2 = 37%, Tier 3 = 43%

CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
0005X	5.72	1968	1699	4.15	1483	2386	3.21	1192
0008X	4.31	1532	1701	4.95	1730	2388	2.08	843
0016X	11.45	2100	1710D	12.83	2100	2402	3.48	1276
0030X	5.69	1959	1741D	4.36	1548	2413	2.74	1047
0034	5.77	1984	1747	2.40	942	2416	2.46	960
0035X	3.61	1316	1748	6.41	2100	2417	4.78	1678
0036	5.90	2024	1803D*	9.53	2100	2501	2.93	1106
0037	5.93	2033	1852D	3.65	1328	2503	1.50	664
0042X	8.58	2100	1853	3.51	1285	2534	2.41	945
0050X	7.39	2100	1860	2.46	960	2570	5.28	1832
0052X	6.57	2100	1924	2.43	951	2585	4.92	1721
0059D	0.11	—	1925	6.88	2100	2586	4.69	1650
0065D	0.03	—	2003X	5.19	1804	2587	3.83	1384
0066D	0.03	—	2014	7.10	2100	2589	2.70	1035
0067D	0.03	—	2016	3.15	1174	2600	3.78	1368
0079X	5.02	1752	2021	3.30	1220	2623	8.93	2100
0083	8.12	2100	2039	2.76	1053	2651	3.51	1285
0106	14.54	2100	2041	4.34	1542	2660	3.03	1137
0113	6.47	2100	2065	3.20	1189	2670	2.49	970
0153X	6.88	2100	2070	5.86	2011	2683	1.58	688
0170	3.13	1168	2081	5.11	1780	2688	3.73	1353
0173X	0.91	481	2089	5.72	1968	2702X*	14.11	2100
0251	5.32	1845	2095	7.41	2100	2710	13.20	2100
0400	9.04	2100	2105	5.50	1900	2714	8.75	2100
0401	11.58	2100	2110	3.48	1276	2731	4.98	1739
0771N	0.57	—	2111	3.57	1304	2735	6.29	2100
0908P	180.00	628	2112	4.34	1542	2759	7.74	2100
0913P	919.00	2100	2114	3.41	1254	2790	2.48	967
0917	7.65	2100	2119X	3.43	1260	2797	7.26	2100
1005	6.25	2100	2121	2.06	837	2799	5.14	1789
1164D	6.33	2100	2130	2.76	1053	2802X	7.15	2100
1165D	3.56	1300	2131	2.77	1056	2835	3.17	1180
1218X	1.81	760	2157	4.37	1551	2836	2.57	994
1320X	2.23	889	2172	1.77	747	2841	4.84	1696
1322	10.78	2100	2174	3.97	1427	2881	4.00	1436
1430	6.63	2100	2211	10.72	2100	2883	6.18	2100
1438	6.63	2100	2220	2.57	994	2913	5.41	1872
1452	3.26	1208	2286	2.45	957	2915	3.04	1140
1463	19.05	2100	2288	5.17	1798	2916	5.28	1832
1472	5.36	1857	2300	2.74	1047	2923	2.77	1056
1473X	1.39	630	2302	2.66	1022	2942	3.34	1232
1624D	4.81	1687	2305	1.77	747	2960	7.16	2100
1642	3.32	1226	2361	2.76	1053	3004	2.79	1062
1654	7.31	2100	2362	2.05	834	3018	4.87	1705
1655	5.16	1795	2380	6.86	2100	3022	4.86	1702

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
3027	6.66	2100	3372	3.61	1316	4053	2.66	1022
3028	3.06	1146	3373	7.79	2100	4061	4.34	1542
3030	9.15	2100	3383	1.90	787	4062	3.81	1378
3040	7.82	2100	3385	0.89	475	4101	4.09	1464
3041	6.35	2100	3400	4.12	1474	4109	0.74	429
3042	6.46	2100	3507X	4.87	1705	4110	1.09	537
3064	7.77	2100	3515	2.70	1035	4111	2.38	936
3069	—	—	3548	2.03	828	4113	2.96	1115
3076	5.17	1798	3559	2.95	1112	4114	3.31	1223
3081D	6.39	2100	3574	1.76	744	4130	6.76	2100
3082D	5.55	1916	3581	1.63	704	4131	5.13	1786
3085D	6.35	2100	3612	3.31	1223	4133	2.41	945
3110	6.27	2100	3620	5.22	1814	4149	0.80	447
3111	4.23	1508	3629X	2.10	849	4206	5.64	1943
3113	3.12	1164	3632X	4.75	1668	4207	2.80	1066
3114	3.95	1421	3634	1.87	778	4239	2.30	911
3118	2.29	908	3635	3.97	1427	4240	4.98	1739
3119	1.38	627	3638	2.16	868	4243	2.93	1106
3122	1.85	772	3642	1.41	636	4244	3.21	1192
3126	2.57	994	3643	2.34	923	4250	2.39	939
3131	2.08	843	3647	2.48	967	4251	3.54	1294
3132	3.35	1236	3648	2.38	936	4263	3.10	1158
3145	2.70	1035	3681	0.89	475	4273	4.06	1455
3146	3.28	1214	3685	1.16	559	4279	4.59	1619
3169	3.57	1304	3719	2.44	954	4282	2.05	834
3175	4.95	1730	3724	4.14	1480	4283	3.60	1313
3179	2.24	892	3726	5.33	1848	4299	2.23	889
3180	4.66	1640	3803	3.65	1328	4304	5.56	1919
3188	2.19	877	3807	3.10	1158	4307	3.15	1174
3220	1.57	685	3808	3.04	1140	4351X	1.67	716
3223	4.56	1610	3821	9.08	2100	4352	2.74	1047
3224	4.12	1474	3822	6.49	2100	4361	1.55	679
3227	4.91	1718	3824	6.41	2100	4410	6.24	2100
3240	3.45	1266	3826	1.00	509	4420	4.80	1684
3241	2.85	1081	3827	2.81	1069	4431	1.66	713
3255	2.15	865	3830	1.38	627	4432	1.63	704
3257	3.39	1248	3851	4.26	1517	4452	4.17	1489
3270	2.73	1044	3865	2.38	936	4459	4.30	1529
3300	5.44	1882	3881	4.11	1470	4470	2.77	1056
3303	5.63	1940	4000	7.31	2100	4484	4.61	1625
3307	3.56	1300	4021	7.13	2100	4493	2.98	1121
3315	5.71	1965	4024D	4.21	1501	4511X	1.22	577
3334	3.95	1421	4034	10.19	2100	4557	2.87	1087
3336	4.22	1504	4036	3.70	1344	4558X	2.96	1115
3365	10.53	2100	4038	3.98	1430	4568	2.82	1072

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
4581	1.07	531	5223X	6.63	2100	6237	2.17	871
4583	8.98	2100	5348	6.11	2089	6251D	6.97	2100
4586X	1.63	704	5402	6.74	2100	6252D	6.07	2076
4611	1.72	732	5403X	9.70	2100	6260D	7.43	2100
4635	4.01	1440	5437X	8.92	2100	6306	6.94	2100
4653	2.12	855	5443	5.02	1752	6319	5.77	1984
4665	9.66	2100	5445X	7.49	2100	6325	7.84	2100
4670	9.94	2100	5462	10.53	2100	6400	11.11	2100
4683	4.70	1653	5472	14.32	2100	6503	3.18	1183
4686	2.73	1044	5473	15.79	2100	6504	4.00	1436
4692	0.78	441	5474X	11.02	2100	6702M*	7.25	2100
4693	1.30	602	5478	5.13	1786	6703M*	15.97	2100
4703	2.73	1044	5479	9.90	2100	6704M*	8.06	2100
4710X	4.26	1517	5480	8.85	2100	6801F	3.12	1164
4717	2.62	1010	5491	3.73	1353	6811	5.07	1767
4720	3.20	1189	5506	9.25	2100	6824FX	8.96	2100
4740	1.80	756	5507	6.54	2100	6826FX	5.29	1835
4741	4.13	1477	5508D	18.11	2100	6828FX	5.67	1953
4751	2.90	1096	5509X	10.28	2100	6834X	3.22	1195
4771N	3.21	1192	5535	9.58	2100	6836X	4.78	1678
4777	8.26	2100	5537X	6.92	2100	6838X	4.57	1613
4825	1.65	710	5551	18.60	2100	6843F	12.42	2100
4828	4.51	1594	5606	1.84	769	6845F	8.44	2100
4829	2.65	1019	5610X	8.98	2100	6854	4.10	1467
4902	2.95	1112	5613X	17.13	2100	6872F	12.22	2100
4923	3.69	1341	5645X	16.92	2100	6874F	18.19	2100
5020	10.79	2100	5651X	10.19	2100	6882	4.14	1480
5022X	13.18	2100	5703	18.12	2100	6884	3.96	1424
5037	36.48	2100	5705	17.03	2100	7016M	7.36	2100
5040	14.33	2100	5951	0.71	419	7024M	8.18	2100
5057X	8.24	2100	6004X	14.49	2100	7038M	4.37	1551
5059	37.08	2100	6006FX	17.62	2100	7046M	7.89	2100
5069X	23.04	2100	6017	7.42	2100	7047M	16.21	2100
5102X	8.93	2100	6018	3.85	1390	7050M	9.63	2100
5146	7.49	2100	6045	5.43	1879	7090M	4.86	1702
5160	2.67	1025	6204	12.94	2100	7098M	8.77	2100
5183	5.11	1780	6206	4.51	1594	7099M	17.38	2100
5188	6.39	2100	6213	3.33	1229	7133	5.10	1777
5190	5.25	1823	6214	4.08	1461	7151M	6.20	2100
5191	1.03	518	6216X	7.32	2100	7152M	13.65	2100
5192X	4.15	1483	6217	7.58	2100	7153M	6.89	2100
5213X	11.04	2100	6229	7.25	2100	7201X	12.60	2100
5215X	13.57	2100	6233	4.30	1529	7204X	1.67	716
5221	7.02	2100	6235	11.65	2100	7205X	12.03	2100
5222	10.50	2100	6236	15.98	2100	7219X	7.35	2100

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
7222	6.68	2100	7855	5.98	2049	8291	4.97	1736
7230	10.39	2100	8001	5.37	1860	8292X	5.52	1906
7231	6.72	2100	8002	2.73	1044	8293	12.36	2100
7232	10.74	2100	8006X	3.30	1220	8304	5.87	2015
7309F	15.65	2100	8008	1.80	756	8350	6.30	2100
7313F	2.95	1112	8010	2.08	843	8353X	6.18	2100
7317FX	12.26	2100	8013	0.68	410	8380	3.57	1304
7327FX	32.17	2100	8015	1.28	596	8381X	2.04	831
7333M	8.50	2100	8017	2.00	818	8385	3.26	1208
7335M	9.44	2100	8018	3.67	1334	8392	3.48	1276
7337M	18.71	2100	8021	4.96	1733	8393X	2.29	908
7350FX	14.24	2100	8031	3.73	1353	8500	8.26	2100
7360X	6.19	2100	8032	3.29	1217	8601X	0.60	385
7370	5.44	1882	8033	2.45	957	8602X	1.24	583
7380	6.10	2086	8037	2.13	858	8603	0.15	246
7382	5.42	1875	8039	2.83	1075	8606	3.07	1149
7383X	6.13	2095	8044	3.54	1294	8709F	6.98	2100
7390	5.69	1959	8045	0.61	389	8719	7.38	2100
7394MX	7.31	2100	8046	3.55	1297	8720X	2.07	840
7395MX	8.12	2100	8047	1.07	531	8721	0.36	311
7398MX	16.09	2100	8058	3.30	1220	8723X	0.22	268
7402	0.20	262	8061X	3.84	1387	8725	0.22	268
7403	5.86	2011	8072	1.25	586	8726F	2.70	1035
7405N	1.76	744	8102	2.35	926	8728X	0.40	324
7420	14.12	2100	8103	3.13	1168	8734M	0.61	389
7421	1.02	515	8105	3.93	1415	8737M	0.55	370
7422	2.52	979	8106	6.44	2100	8738M	1.20	571
7425	2.17	871	8107	4.09	1464	8742	0.45	339
7431N	0.87	469	8111	2.76	1053	8745	6.72	2100
7445N	0.95	—	8116	3.49	1279	8748	0.82	453
7453N	0.47	—	8203	6.85	2100	8755	0.68	410
7502	2.66	1022	8204	6.79	2100	8799	0.91	481
7515	1.72	732	8209	5.97	2045	8800	1.63	704
7520	4.39	1557	8215	6.97	2100	8803	0.11	234
7538	9.88	2100	8227	7.39	2100	8805M	0.31	296
7539	2.27	902	8232X	5.34	1851	8810	0.23	271
7540	3.18	1183	8233	3.83	1384	8814M	0.28	287
7580	3.45	1266	8235	5.71	1965	8815M	0.62	392
7590	6.05	2070	8263	11.04	2100	8820	0.19	259
7600	5.17	1798	8264	6.43	2100	8824	4.62	1628
7605	3.27	1211	8265	6.85	2100	8825	2.49	970
7610X	0.63	395	8273X	5.05	1761	8826	2.91	1100
7704X	5.44	1882	8274X	4.77	1675	8829X	2.67	1025
7705	5.33	1848	8279	8.23	2100	8831	2.04	831
7720	4.15	1483	8288	7.35	2100	8832	0.42	330

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CLASS CODE	RATE	MIN PREM	CLASS CODE	RATE	MIN PREM
8833	1.36	620	9501X	4.03	1446
8835	2.44	954	9505	4.15	1483
8841X	2.03	828	9516	3.79	1372
8842	2.41	945	9519	5.55	1916
8855	0.23	271	9521	6.82	2100
8856	0.27	283	9522	2.99	1124
8864	1.63	704	9534	6.89	2100
8868X	0.51	358	9554	10.76	2100
8869	1.59	692	9586	1.13	549
8871	0.21	265	9600	3.18	1183
8901	0.34	305	9620	1.53	673
9012	1.59	692			
9014X	4.77	1675			
9015	4.83	1693			
9016	2.67	1025			
9019	2.21	883			
9033	2.66	1022			
9040	4.49	1588			
9047X	3.70	1344			
9052	3.48	1276			
9058	2.33	920			
9060	2.22	886			
9061	2.41	945			
9063	1.48	657			
9077F	3.71	1347			
9082	2.22	886			
9083	2.27	902			
9084	2.58	998			
9088a	a	a			
9089	1.63	704			
9093	2.20	880			
9101X	4.59	1619			
9102X	4.50	1591			
9154	1.97	809			
9156	4.04	1449			
9170	9.41	2100			
9178	11.10	2100			
9179	14.18	2100			
9180	3.51	1285			
9182	3.20	1189			
9186	40.06	2100			
9220	7.72	2100			
9402	8.95	2100			
9403	8.52	2100			
9410	2.29	908			

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

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**MISCELLANEOUS VALUES**

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**Average Weekly Wage** applicable only in connection with Rule 2-B-2 of the Basic Manual. .... \$30

**Code 5551 — “Roofing - All Kinds & Yard Employees, Drivers”**

Minimum Remuneration for Special Deposit.....\$22,425

**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 ..... \$65,700

Leased or rented vehicle ..... \$43,800

**Expense Constant** applicable in accordance with Basic Manual Rule 3-A-11 ..... \$200

**Flat Fee** ..... \$475

**Maximum Remuneration applicable in accordance with Basic Manual Rule 2-E-1 Executive Officers” and the footnote instructions for Code 9178 — “Athletic Sports or Park:**

**Non-Contact Sports,” Code 9179 — “Athletic Sports or Park: Contact Sports,” and**

**Code 9186 — “Carnival—Traveling”** ..... \$2,500

**Minimum Remuneration** applicable in accordance with Basic Manual Rule 2-E-1

Executive Officers in the construction industry ..... \$400

All other executive officers ..... \$850

**Premium Determination** for Partners and Sole Proprietors in accordance with

Basic Manual Rule 2-E-3..... \$43,800

**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 Rule 3-A-4 U.S. Longshore and Harbor Workers Compensation Act of the Basic Manual** ..... 92%

(Multiply a Non- “F” classification rate by a factor of 1.92 to adjust for the differences in benefits and loss-based expenses. This factor is the product of the adjustment for differences in benefits (1.83) and the adjustment for differences in loss-based expenses (1.051).)

**EXPERIENCE RATING ELIGIBILITY**

A risk eligible for intrastate experience rating when the payrolls or other exposures developed in the last year or last (2) two years of the experience period produced a premium of at least \$10,000. If more than two years, an average annual premium of at least \$5,000 is required.

**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.
- D Rate for classification already includes the specific disease loading shown in the table below. See Rule 3-A-7 of Basic Manual supplement-Treatment of Disease Coverage.

<b>Code No.</b>	<b>Disease Loading</b>	<b>Symbol</b>	<b>Code No.</b>	<b>Disease Loading</b>	<b>Symbol</b>
0059D	0.11	S	1852D	0.03	Asb
0065D	0.03	S	3081D	0.03	S
0066D	0.03	S	3082D	0.02	S
0067D	0.03	S	3085D	0.02	S
1164D	0.02	S	4024D	0.01	S
1165D	0.01	S	5508D	0.02	S
1624D	0.01	S	6251D	0.01	S
1710D	0.04	S	6252D	0.01	S
1741D	0.11	S	6260D	0.01	S
1803D*	0.11	S			

Asb=Asbestos, S=Silica

- 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&HW assessment.
- M Rate provides coverage under Admiralty Law.
- 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.

<b>Class Code</b>	<b>Non-Ratable Element Code</b>
4771	0771
7405	7445
7431	7453

- P Classification is computed on a per capita basis.
- X Refer to special classification phraseology in these pages which is applicable in this state.

**\*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.

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**PART SEVEN — FORMS**

ACORD 130 FL (Florida Workers Compensation Application)

ACORD 130 FL (Additional Information Form)

ACORD 133 FL (Florida Workers Compensation Joint Underwriting Association, Inc Addendum to ACORD 130 FL)

ACORD 133 FL (Additional Information Form)

Employment and Wage Information Release Agreement (FWCJUA 04 03)

FWCJUA Supplemental Employee Leasing Application

Employee Leasing – Consent to the Release of Client Initiation or Termination Information

Acknowledgement by Labor Contractor and Client of Terms and Conditions of the Multiple Coordinated Policy

Acknowledgement by Client of the Terms and Conditions of Continued Coverage under the Multiple Coordinated Policy

Horse Trainer Supplemental Application

Trucker Supplemental Application

Contractor Supplemental Application

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

Employer Affidavit

Quarterly Payroll Reporting Form

ERM-14 Form - Confidential Request for Ownership Information

Labor Contractor Exclusion Endorsement (WC 00 03 21)

Employee Leasing Client Exclusion Endorsement (WC 00 03 22)

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)

Agency Producer Agreement

Agency Producer Agreement Addendum to Exhibit A

ACORD 175 (Monthly Change Sheet)

Application for \$2,500 Deductible Plan

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

Application for Employer Workplace Safety Program Premium Credit (Form 09-3)

Payroll Service With Premium Withholding Agreement

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# FLORIDA WORKERS COMPENSATION APPLICATION

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DATE (MM/DD/YYYY)

<b>PRODUCER</b> PHONE (A/C, No, Ext): FAX (A/C, No):	<b>COMPANY</b>	<b>UNDERWRITER</b>
<b>APPLICANT NAME - INCLUDE ALL SUBSIDIARIES &amp; DBA'S TO BE INCLUDED IN COVERAGE, ALONG WITH THEIR FEIN</b>		
<b>MAILING ADDRESS (INCLUDING ZIP CODE) - INCLUDE PRINCIPAL PHYSICAL LOCATION AND ALL INSURED ENTITIES</b>		<input type="checkbox"/> <b>CHECK HERE IF LIST OF ADDITIONAL LOCATIONS ATTACHED</b>
<b>LICENSE #:</b>  <b>CODE:</b> <b>SUB CODE:</b>	<b>YRS IN BUS</b> <b>SIC CODE</b> <input type="checkbox"/> <b>INDIVIDUAL</b> <input type="checkbox"/> <b>CORPORATION</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/> <b>PARTNERSHIP</b> <input type="checkbox"/> <b>SUBCHAPTER "S" CORP</b>	
<b>AGENCY CUSTOMER ID</b>	<b>FEDERAL EMPLOYER ID NUMBER</b> <b>NCCI ID NUMBER</b>	<b>OTHER RATING BUREAU ID NUMBER</b>

## STATUS OF SUBMISSION

## BILLING / AUDIT INFORMATION

<input type="checkbox"/> <b>QUOTE</b>	<input type="checkbox"/> <b>ISSUE POLICY</b>	<b>BILLING PLAN</b>	<b>PAYMENT PLAN</b>	<b>AUDIT</b>	
		<input type="checkbox"/> <b>AGENCY BILL</b>	<input type="checkbox"/> <b>ANNUAL</b>	<input type="checkbox"/> <b>PREM FINANCED</b>	<input type="checkbox"/> <b>AT EXPIRATION</b>
		<input type="checkbox"/> <b>DIRECT BILL</b>	<input type="checkbox"/> <b>SEMI-ANNUAL</b>	<input type="checkbox"/> <b>OTHER:</b>	<input type="checkbox"/> <b>MONTHLY</b>
			<input type="checkbox"/> <b>QUARTERLY</b>	<input type="checkbox"/> <b>% DOWN:</b>	<input type="checkbox"/> <b>OTHER:</b>
				<input type="checkbox"/> <b>QUARTERLY</b>	

**LOCATIONS -** LIST ALL PHYSICAL LOCATIONS, INCLUDING OTHER STATES, WHETHER COVERAGE IS REQUESTED OR NOT. IF APPLICANT IS A PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY, LIST ALL CLIENT COMPANIES AND THEIR LOCATIONS

#	STREET, CITY, COUNTY, STATE, ZIP CODE

## POLICY INFORMATION

<b>PROPOSED EFF DATE</b>	<b>PROPOSED EXP DATE</b>	<b>NORMAL ANNIVERSARY RATING DATE</b>	<input type="checkbox"/> <b>PARTICIPATING</b> <input type="checkbox"/> <b>NON-PARTICIPATING</b>	<b>RETRO PLAN</b>	
<b>PART 1 - WORKERS COMPENSATION (States)</b>	<b>PART 2 - EMPLOYER'S LIABILITY</b>		<b>PART 3 - OTHER STATES INS</b>	<b>DEDUCTIBLE</b>  <b>COINSURANCE LIMIT</b>	
	\$ <b>EACH ACCIDENT</b>				<input type="checkbox"/> <b>U.S.L. &amp; H.</b> <input type="checkbox"/> <b>VOLUNTARY COMPENSATION</b>
	\$ <b>DISEASE - POLICY LIMIT</b>				
	\$ <b>DISEASE - EACH EMPLOYEE</b>				
<b>DIVIDEND PLAN / SAFETY GROUP</b>		<b>ADDITIONAL COMPANY INFORMATION</b>			

## RATING INFORMATION

☐ **CHECK HERE IF LIST OF ADDITIONAL CLASS CODES ATTACHED**

LOC	CLASS CODE	COM-PANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EM-PLOYEES	ACTUAL REMUNERATION PAST 12 MONTHS	ESTIMATED REMUNERATION FOR NEXT POLICY PERIOD	RATE	ESTIMATED ANNUAL PREMIUM

**SPECIFY ADDITIONAL COVERAGES / ENDORSEMENTS**

	FACTOR	FACTORED PREMIUM
TOTAL		\$
		\$
		\$
EXPERIENCE MODIFICATION		\$
MODIFIED PREMIUM		\$
PREMIUM DISCOUNT		\$
EXPENSE CONSTANT	N/A	\$
TOTAL ESTIMATED ANNUAL PREMIUM		\$
MINIMUM PREMIUM	DEPOSIT PREMIUM	\$
\$		

**INDIVIDUALS INCLUDED / EXCLUDED**

PARTNERS, OFFICERS, OWNERS TO BE INCLUDED OR EXCLUDED. (REMUNERATION TO BE INCLUDED MUST BE PART OF RATING INFORMATION SECTION.) ATTACH LIST OF ADDITIONS/EXEMPTIONS, IF ANY. PROVIDE COPIES OF EVIDENCE OF EXCLUSIONS/INCLUSIONS. DISCLOSURES OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, ATTACH A COPY OF EXEMPTION OR INCLUSION FORM FILED WITH THE STATE OF FLORIDA.

#	NAME	DATE OF BIRTH	SOCIAL SECURITY #	TITLE / RELATIONSHIP	OWNR- SHP %	DUTIES	INC / EXC	CLASS CODE	REMUNERATION
1									
2									
3									

**PRIOR CARRIER INFORMATION / LOSS HISTORY**

PROVIDE INFORMATION FOR THE PAST 5 YEARS AND USE THE REMARKS SECTION FOR LOSS DETAILS							LOSS RUN ATTACHED		
YEAR	CARRIER & POLICY NUMBER	ACTUAL/AUDITED PREMIUM	MOD	# CLAIMS	AMOUNT PAID	RESERVE			
	CO:								
	POL #:								
	CO:								
	POL #:								
	CO:								
	POL #:								
	CO:								
	POL #:								
	CO:								
	POL #:								

**NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS**

GIVE COMMENTS AND DESCRIPTIONS OF ALL BUSINESSES, OPERATIONS AND PRODUCTS (INCLUDING OTHER STATES): MANUFACTURING - RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT; CONTRACTOR - TYPE OF WORK, SUB-CONTRACTS; MERCANTILE - MERCHANDISE, CUSTOMERS, DELIVERIES; SERVICE - TYPE, LOCATION; FARM - ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS. IF CONTRACTOR, PROVIDE LICENSE NUMBER.

☐ PROFESSIONAL EMPLOYER ORGANIZATION (PEO) / EMPLOYEE LEASING COMPANY ☐ TEMPORARY EMPLOYMENT SERVICE

**EMPLOYEES - ATTACH A LIST OF ADDITIONAL EMPLOYEE NAMES**

NAME	CLASS CODE	SOCIAL SECURITY #	NAME	CLASS CODE	SOCIAL SECURITY #

ATTACH THE LAST FOUR (4) EMPLOYERS QUARTERLY REPORTS OR IRS FORM 941. PLEASE EXPLAIN IF THE EMPLOYERS QUARTERLY REPORTS OR 941 IS NOT AVAILABLE. DISCLOSURE OF THE SOCIAL SECURITY NUMBERS IS VOLUNTARY. AS AN ALTERNATIVE, THE LATEST EMPLOYERS QUARTERLY REPORT WITH CLASS CODES ADDED CAN BE USED IN LIEU OF A SEPARATE LISTING OF EMPLOYEE NAMES, SOCIAL SECURITY NUMBER AND CLASS CODE. ANY EMPLOYEES NOT ON THE EMPLOYERS QUARTERLY REPORT SHOULD BE SHOWN SEPARATELY.

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1. DOES APPLICANT OWN, OPERATE OR LEASE AIRCRAFT / WATERCRAFT?			16. ARE PHYSICALS REQUIRED AFTER OFFERS OF EMPLOYMENT ARE MADE?		
2. DO / HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)			17. ANY OTHER INSURANCE WITH THIS INSURER?		
3. ANY WORK PERFORMED UNDERGROUND OR ABOVE 15 FEET?			18. ANY PRIOR COVERAGE DECLINED / CANCELLED / NON-RENEWED (Last 3 years)?		
4. ANY WORK PERFORMED ON BARGES, VESSELS, DOCKS, BRIDGE OVER WATER?			19. ARE EMPLOYEE HEALTH PLANS PROVIDED?		
5. IS APPLICANT ENGAGED IN ANY OTHER TYPE OF BUSINESS?			20. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS / SUBSIDIARY?		
6. ARE SUB-CONTRACTORS AND/OR INDEPENDENT CONTRACTORS USED?			21. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		
7. ANY WORK SUBLET WITHOUT CERTIFICATES OF INS.?			22. DO ANY EMPLOYEES PREDOMINANTLY WORK AT HOME?		
8. IS A FORMAL SAFETY PROGRAM IN OPERATION?			23. WHAT ARE YOUR ESTIMATED ANNUAL REVENUES? \$		
9. ANY GROUP TRANSPORTATION PROVIDED?			24. IS THERE ANY CURRENT OR ANTICIPATED DEBT FOR UNPAID PREMIUMS OWED TO ANY PREVIOUS WORKERS' COMPENSATION PROVIDER?		
10. ANY EMPLOYEES UNDER 16 OR OVER 60 YEARS OF AGE?			<b>CONTACT INFORMATION</b>		
11. ANY PART TIME OR SEASONAL EMPLOYEES?			<b>IN- SPECTION</b>	PHONE:	
12. IS THERE ANY VOLUNTEER OR DONATED LABOR?				NAME:	
13. ANY EMPLOYEES WITH PHYSICAL HANDICAPS?			<b>ACCTNG RECORD</b>	PHONE:	
14. DO EMPLOYEES TRAVEL OUT OF STATE?				NAME:	
15. ARE ATHLETIC TEAMS SPONSORED?			<b>CLAIMS INFO</b>	PHONE:	
				NAME:	
<b>REMARKS</b>					



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 IS GUILTY OF A FELONY OF THE THIRD DEGREE OR AS OTHERWISE PUNISHABLE AS PROVIDED UNDER THE LAW.

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 CARRIER, A COPY OF THE EMPLOYERS QUARTERLY REPORT AND SELF-AUDITS SUPPORTED BY THE EMPLOYERS QUARTERLY REPORT, AS REQUIRED BY CHAPTER 443, 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 CARRIER 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 CARRIER TO DEFRAY THE COST OF THE AUDITS;

THAT, IN ACCORDANCE WITH FLORIDA STATUTES 440.381(6), 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.

#### FORMER NAMES AND OWNERS

FOR THE LAST 5 YEARS, LIST THE CURRENT BUSINESS NAME AND ANY FORMER NAMES OR PREDECESSOR COMPANIES FOR ALL COMPANIES TO BE COVERED BY THE POLICY. INCLUDE THE FEIN FOR EACH COMPANY.

FOR EACH COVERED COMPANY, LIST ANY CURRENT OWNER WHO HAS MORE THAN 5% OWNERSHIP INTEREST. FOR EACH COVERED COMPANY OR PREDECESSOR COMPANY, LIST ANY OWNER WHO HAD MORE THAN 5% OWNERSHIP INTEREST IN THE LAST 5 YEARS.

#### OWNERSHIP / COMBINABILITY

DOES THIS BUSINESS OR ANY OF THE OWNERS OF THIS BUSINESS, EITHER INDIVIDUALLY OR IN COMBINATION WITH OTHER OWNERS OF THIS BUSINESS, OWN MORE THAN 50% OF ANY OTHER BUSINESS, WHICH OPERATED AT ANY TIME DURING THE FIVE YEARS PRIOR TO THIS APPLICATION?

☐ YES ☐ NO

OR, DOES THIS BUSINESS OWN A MAJORITY INTEREST IN ANOTHER ENTITY, WHICH IN TURN OWNS A MAJORITY INTEREST IN ANY ENTITY THAT OPERATED AT ANY TIME IN THE FIVE YEARS PRIOR TO THIS APPLICATION?

☐ YES ☐ NO

IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES, COMPLETE THE FOLLOWING SUPPLEMENTAL OWNERSHIP / COMBINABILITY QUESTIONS:

1. IDENTIFY BY NAME, ADDRESS, AND FEIN EACH BUSINESS WHICH IS RELATED BY COMMON OWNERSHIP TO THE APPLICANT BUSINESS.
2. SET FORTH THE DATES EACH BUSINESS WAS IN OPERATION, THE INSURANCE COMPANY THAT PROVIDED WORKERS' COMPENSATION INSURANCE, THE POLICY NUMBER AND THE EXPERIENCE MODIFICATION FACTOR APPLIED TO EACH SUCH POLICY.
3. IF THE POLICY WAS WRITTEN WITHOUT AN EXPERIENCE MODIFICATION FACTOR, PLEASE STATE.

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 APPLICANT.

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.

OWNER / OFFICER SIGNATURE

DATE

PRODUCER'S SIGNATURE

DATE

PRINT NAME

NOTARY PUBLIC SIGNATURE

DATE

NOTARY PUBLIC SIGNATURE

DATE

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

**ACORD 130 FL ADDITIONAL INFORMATION FORM**

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL) for workers compensation and employers liability insurance to be issued by the FWCJUA. Its content is considered a part of, and is incorporated by reference into, any workers compensation and employers liability insurance policy issued by the FWCJUA.

Where space restricts a complete answer, attach answer on separate sheets of paper.

**Summary of Required Attachments**

<input type="checkbox"/>	<b>Attach additional list of locations.</b> (a) if number of workplaces is greater than five; (b) if applicant is an employee leasing company, list client companies and locations; (c) if any employees work predominately from home.
<input type="checkbox"/>	<b>Attach additional list of class codes if number of class codes entered is greater than twenty.</b>
<input type="checkbox"/>	Loss History indicates that the Applicant is an existing business WITH losses. <b>Attach prior carrier information/loss history loss run(s).</b>
<input type="checkbox"/>	<b>Attach copies of premium and loss runs from the past 3 years for out-of-state-operations.</b>
<input type="checkbox"/>	<b>Attach a copy of the completed and signed Waiver of Subrogation contract.</b>
<input type="checkbox"/>	<b>Attach a copy of the Applicant's PEO/Employee Leasing Company license.</b>
<input type="checkbox"/>	The Applicant operates a temporary employment service. (a) provide and attach a complete list of all current and anticipated clients with Florida exposure with contact names, phone numbers and a description of operations for each client company and copies of contracts between the applicant and each client and employees, or timecards for the employees; (b) the type of temporary placement exposures the employer anticipates in Florida; (c) the average length of assignment in Florida.
<input type="checkbox"/>	<b>Attach a copy of the license issued by the Dept. of Business &amp; Professional Regulation.</b>
<input type="checkbox"/>	<b>Attach list of independent contractors being used or anticipates using along with a copy of the signed independent contractor agreement between the Applicant and each of the independent contractors.</b>
<input type="checkbox"/>	<b>Attach a copy of the cancellation notice issued.</b>
<input type="checkbox"/>	<b>Attach copies of all 1099's and the 1096 filings for the most recent year filed.</b>
<input type="checkbox"/>	<b>Attach last four employer's quarterly reports – RT-6 or IRS Form 941.</b>
<input type="checkbox"/>	<b>Attach a list of additional employee names, class codes, and social security numbers if the RT-6 or IRS Form 941 is not available for attachment or if any employees are not listed on the RT-6 form or if the number of employees is greater than twenty.</b>
<input type="checkbox"/>	<b>Attach a copy of the completed and executed Premium Finance Agreement.</b>

**Underwriting Questions**

<input type="checkbox"/> <b>Governing Class Code does not exist in Payroll Information</b>	
Is this a new business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will an additional list of locations be attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes: <b>Attach additional list of locations.</b> (a) if number of workplaces is greater than five; (b) if applicant is an employee leasing company, list client companies and locations; (c) if any employees work predominately from home.	
<b>Additional Locations:</b>	
<b>Additional Entities with FEIN:</b>	
Will an additional list of class codes be attached?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

**ACORD 130 FL ADDITIONAL INFORMATION FORM**

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL) for workers compensation and employers liability insurance to be issued by the FWCJUA. Its content is considered a part of, and is incorporated by reference into, any workers compensation and employers liability insurance policy issued by the FWCJUA.

If yes: **Attach additional list of class codes with corresponding estimated annual payroll if number of class codes entered is greater than twenty.**

**Additional Class Codes:**

Class Code	Payroll	Class Code	Payroll	Class Code	Payroll
------------	---------	------------	---------	------------	---------

Does the applicant have operations in other states?

☐ Yes ☐ No

If yes, list the state(s) where operations currently exist:

**Attach copies of premium and loss runs from the past 3 years.**

Is the applicant likely to operate in other states during the policy term?

☐ Yes ☐ No

If yes, list the state(s) where operations are anticipated:

Provide explanation of why, where, when and how often employees travel out of state.

**Additional Officers:**

First Name	MI	Last Name	Date of Birth	Social Sec. #	Title	Ownership %	Duties	Inc/Exc	Class Code	Payrol
------------	----	-----------	---------------	---------------	-------	-------------	--------	---------	------------	--------

The Applicant requires a Waiver of Subrogation. Provide the class code(s) and payroll for each code with the type of work associated with the Waiver of Subrogation.

**Attach a copy of the completed and signed Waiver of Subrogation contract.**

Is the applicant's actual remuneration from the last 12 months greater than the remuneration being estimated for the next 12 months?

☐ Yes ☐ No

Provide an explanation:

Has there been any lost time claims within the past 3 years?

☐ Yes ☐ No

Have there been any lost time claims subsequent to the experience modification rating period?

☐ Yes ☐ No

Do the medical-only claims for the immediately preceding 3 years exceed 20% of the total premium?

☐ Yes ☐ No

Do the medical-only claims subsequent to the applicable experience modification rating period exceed 20% of the premium?

☐ Yes ☐ No

Has there been a lapse in coverage?

☐ Yes ☐ No

Has there been a lapse of coverage subsequent to the applicable experience modification rating period?

☐ Yes ☐ No

Is the applicant a Professional Employer Organization (PEO) also known as an Employee Leasing Company?

☐ Yes ☐ No

If yes: **Attach a copy of the Applicant's PEO/Employee Leasing Company license.**

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

ACORD 130 FL ADDITIONAL INFORMATION FORM

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL) for workers compensation and employers liability insurance to be issued by the FWCJUA. Its content is considered a part of, and is incorporated by reference into, any workers compensation and employers liability insurance policy issued by the FWCJUA.

Is the Applicant a client company of a PEO also known as an Employee Leasing Company? ☐ Yes ☐ No

Does the Applicant operate a temporary employment service? ☐ Yes ☐ No

If yes:

- (a) **provide and attach a complete list of all current and anticipated clients with Florida exposure with contact names, phone numbers and a description of operations for each client company and copies of contracts between the applicant and each client and employees, or timecards for the employees;**
- (b) **the type of temporary placement exposures the employer anticipates in Florida;**
- (c) **the average length of assignment in Florida.**

Does the Applicant operate a business in a licensed trade? ☐ Yes ☐ No

If yes: **Attach a copy of the license issued by the Dept. of Business & Professional Regulation.**

If Applicant owns, operates or leases a watercraft, provide a description of the watercraft/vessel.

What is the length of the watercraft (in feet)?

Is the watercraft for business or personal use?

What is the watercraft used for?

If Applicant owns, operates or leases an aircraft, provide the make and model of the aircraft, provide the name of any employee who is a licensed pilot, explain their duties and describe the type of license held.

How many seats are in the aircraft?

Is the aircraft leased or owned?

If aircraft is leased, do any employees operate the aircraft?

Is the aircraft used for personal or business purposes?

Provide details of the types of hazardous materials and how they are disposed of.

Provide details of the work performed above 15 feet and the maximum height exposure.

Provide the details of the work performed on barges, vessels, docks, or bridge over water.

Does the applicant wish to include USL&HWC (United States Longshore & Harbor Workers Compensation) Act coverage? ☐ Yes ☐ No

Is the applicant engaged in any other type of business? ☐ Yes ☐ No

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

**ACORD 130 FL ADDITIONAL INFORMATION FORM**

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL) for workers compensation and employers liability insurance to be issued by the FWCJUA. Its content is considered a part of, and is incorporated by reference into, any workers compensation and employers liability insurance policy issued by the FWCJUA.

If yes, provide more details of the other type(s) of business(es), the legal name(s), and the FEIN(s) of each business.

Is there any interchange of labor between the Applicant and any other business(es)?

☐ Yes ☐ No

Are subcontractors being used?

☐ Yes ☐ No

Are independent contractors being used?

☐ Yes ☐ No

If yes: **Attach list of independent contractors being used or anticipates using along with a copy of the signed independent contractor agreement between the Applicant and each of the independent contractors.**

Provide the class code, estimated payroll and details regarding the type of work contracted without certificates.

Provide further details of the group transportation exposure (e.g. number of vehicles and number of employees per vehicle).

Provide the name of the carrier, why and when coverage was declined, cancelled or non-renewed.

**Attach a copy of the cancellation notice issued.**

Provide the name of the business/subsidiary and the names of the employees, job duties and payrolls for each.

Do you lease employees to other employers?

☐ Yes ☐ No

Do you lease employees from other employers?

☐ Yes ☐ No

Do any employees predominately work at home?

☐ Yes ☐ No

If yes: Provide the employees' home address(es).

Provide the name of the workers' compensation carrier(s), policy period(s), policy number(s) and the amount of the debt.

Has the Applicant operated under another name in the last 5 years?

☐ Yes ☐ No

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

**ACORD 130 FL ADDITIONAL INFORMATION FORM**

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For the last 5 years, list the current business name and any former names or predecessor companies for all companies to be covered by the policy. Include the FEIN for each company.

For each covered company, list any current owner who has more than 5% ownership interest. For each covered company or predecessor company, list any owner who had more than 5% ownership interest in the last 5 years.

Is the Applicant related through common majority ownership to any entity not listed on the application for coverage? ☐ Yes ☐ No

Did the legal status of the Applicant change within the last 5 years? ☐ Yes ☐ No

Were the assets and/or ownership interest (all or a portion) of the Applicant acquired from a previously existing business? ☐ Yes ☐ No

**Supplemental Ownership/Combinability Questions**

- (1) Identify by name, address, and FEIN each business which is related by common ownership to the applicant business;
- (2) Set forth the dates each business was in operation, the insurance company that provided workers' compensation insurance, the policy number and the experience modification factor applied to each policy; and
- (3) If the policy was written without an experience modification factor, please state.

Are any employees and/or workers paid in cash or by 1099? ☐ Yes ☐ No

If yes: **Attach copies of all 1099's and the 1096 filings for the most recent year filed.**

Are the last 4 years of quarterly tax reports (RT-6 or IRS Form 941) available for attachment? ☐ Yes ☐ No

If yes: **Attach last four unemployment compensation employer quarterly tax reports – RT-6 or IRS Form 941.**

If RT-6 form is available, are there any employees not listed on the form? ☐ Yes ☐ No

If yes: **Attach a separate list of additional employee names, class codes, and social security numbers if there are more than twenty.**

**Employee List:**

First Name	Last Name	Social Security #	Class Code
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If no, please explain why the RT-6 or 941 is not available for attachment:

Will the premium be financed?

If yes: **Attach a copy of the completed and executed Premium Finance Agreement.** ☐ Yes ☐ No

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

**ACORD 130 FL ADDITIONAL INFORMATION FORM**

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**I hereby attest that the information contained in this application is correct.**

\_\_\_\_\_  
**Applicant's/Employer's Name (Print)**

\_\_\_\_\_  
**Applicant's/Employer's Signature (Must be an Owner, Member of the 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)**

\_\_\_\_\_  
**Producer's Name (Print)**

\_\_\_\_\_  
**Producer's Signature**

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)**

AGENCY CUSTOMER ID: \_\_\_\_\_



**FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.**  
**ADDENDUM TO ACORD 130 FL**

DATE (MM/DD/YYYY)

PRODUCER PHONE (A/C, No, Ext): _____		APPLICANT NAME   
CODE:  AGENCY FEIN:	SUB CODE:  	

This document supplements your ACORD 130 FL Application for workers compensation and employers liability insurance to be issued by the FWCJUA. Its content is considered a part of, and is incorporated by reference into, any workers compensation and employers liability insurance policy issued by the FWCJUA.

**Request for Additional Information**

- Is the applicant legally related through common management or ownership, or does it exhibit any degree of control over any entity not listed on the Application, whether coverage is requested or not? If yes, please complete an ERM - 14 Form - Confidential Request for Ownership Information and attach to ACORD 130 FL. ☐ YES ☐ NO
- Has there been a name change or a consolidation, merger or other ownership change during the past five years? If yes, complete an ERM - 14 Form (Confidential Request for Ownership Information) and attach to ACORD 130 FL. ☐ YES ☐ NO
- Is the applicant currently in bankruptcy or aware of pending bankruptcy proceedings? If yes, the applicant must submit 100% of the total estimated annual premium to secure coverage through the FWCJUA and a deposit premium, if applicable. The applicant must also provide copies of monthly trustee reports within five days of filing with the bankruptcy court to avoid cancellation. ☐ YES ☐ NO
- Has the applicant previously leased employees from a PEO or an Employee Leasing Company? If yes, provide the name, address and telephone number of the PEO or the Employee Leasing Company. ☐ YES ☐ NO
- How many individuals does the applicant currently employ? Include Sole Proprietor, Partners or Officers, who may be exempt under the law. Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_
- Do any of the applicant's employees go on board barges, boats, vessels and/or docks? If yes, please describe, in detail, the specific job duties related to the exposure. ☐ YES ☐ NO
- Does the applicant anticipate the number of employees increasing during the course of the policy term? If yes, how many additional employees are anticipated? Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_ ☐ YES ☐ NO
- Is the applicant exempt from federal income tax pursuant to s. 501(c)(3) of the Internal Revenue Code? ☐ YES ☐ NO
- Have you or any of your employees reported a workers compensation injury within the last 60 days? If yes, please provide details. ☐ YES ☐ NO
- 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](http://www.fwcjua.com), for more information regarding the FWCJUA's Deposit & Advance Premium Requirements and the list of FWCJUA authorized Payroll Service Partners.

☐ **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, unless you qualify for and select Option 3 below. 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.

☐ **Option 3: Payroll Service with Premium Withholding Program Payment Plan - No Deposit Premium Required**  
Option 3 offers a premium installment payment plan with no deposit premium requirement if you are reporting and will maintain employees with payroll on your policy and you are NOT (1) a labor contractor (e.g., PEO), (2) a temporary help service, (3) aware of any pending bankruptcy proceedings, (4) seeking coverage for domestic servants, or (5) operating on a seasonal basis. This plan requires you to execute an application agreement and, within 14 calendar days of coverage being bound, the required service agreement(s) with an FWCJUA authorized Payroll Service Partner.



**Option 3: Payroll Service with Premium Withholding Program Payment Plan - No Deposit Premium Required (continued)**

You shall be responsible for the payment of all the Payroll Service Partner's fees under the required service agreement(s), and you must maintain your required service agreement(s) with the Payroll Service Partner in good standing throughout your policy period. Failure to timely execute the required service agreement(s) with an FWCJUA authorized Payroll Service Partner or to maintain said agreement(s) in good standing shall result in the cancellation of your policy. If you select this option, you will be required to pay an advance premium equal to 1/6 of your TEAP plus the Flat Fee at policy inception. In addition, the FWCJUA authorized Payroll Service Partner you engage will make your premium payments to the FWCJUA as it disburses your payroll distributions provided you have properly funded such.

**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 on your 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 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, Addendum, 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 any employees from an employee leasing company or through any employee leasing arrangement. While your FWCJUA insurance coverage is in effect, you are obligated to notify the FWCJUA within three (3) business days after you lease employees from an employee leasing company or otherwise enter into an employee leasing 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.

Regardless of whether an employee leasing company provides workers' compensation and employer's liability insurance for the employees you lease, the FWCJUA will include the leased 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' 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 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 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. Florida Statute 440.381(8) 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 ACORD 130 FL Application;
- (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 ACORD 130 FL Application to the FWCJUA;
- (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 appellate 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 promptly submitting a Monthly Change Sheet (ACORD 175) or other such form that may be requested by the Service Provider.
  - (i) Cooperate fully with the Service Provider in the verification of policy premium by promptly submitting quarterly UCT-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.

AGENCY CUSTOMER ID: \_\_\_\_\_

**PLEASE BE AWARE THAT WORKERS COMPENSATION INSURANCE MAY BE AVAILABLE THROUGH AN INSURER, GROUP SELF-INSURERS' FUND, COMMERCIAL SELF-INSURANCE FUND, OR AN ASSESSABLE MUTUAL INSURER THROUGH ANOTHER PRODUCER AT A LOWER COST.**

\_\_\_\_\_  
Applicant's / Employer's Name (Print)

\_\_\_\_\_  
Applicant's / Employer's Signature  
(must be an owner, member of the LLC, partner or officer)

\_\_\_\_\_  
Applicant's /  
Employer's Initials

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_ Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_, by \_\_\_\_\_

☐ Personally known OR ☐ Produced identification

\_\_\_\_\_  
Notary (Signature of Notary Public)

Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Notary  
(Print, typed or stamped commissioned name of notary public)

#### PRODUCER'S 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

\_\_\_\_\_  
Producer's Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Producer's Signature

State of \_\_\_\_\_ County of \_\_\_\_\_ Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_  
day of \_\_\_\_\_ 20 \_\_\_\_\_, by \_\_\_\_\_

☐ Personally known OR ☐ Produced identification

\_\_\_\_\_  
Notary (Signature of Notary Public)

Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
Notary  
(Print, typed or stamped commissioned name of notary public)

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

**ACORD 133 FL ADDITIONAL INFORMATION FORM**

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL) for workers compensation and employers liability insurance to be issued by the FWCJUA. Its content is considered a part of, and is incorporated by reference into, any workers compensation and employers liability insurance policy issued by the FWCJUA.

Where space restricts a complete answer, attach answer on separate sheets of paper.

**Summary of Required Attachments**

If the applicant is currently in bankruptcy or aware of pending bankruptcy proceedings:

**Attach 100% of the total estimated annual premium to secure coverage through the FWCJUA and a deposit premium, if applicable.**

If the applicant is already in bankruptcy:

**Attach copies of the bankruptcy filing and copies of the monthly trustee reports within 5 days of filing with the bankruptcy court to avoid policy cancellation.**

**Attach a separation letter from the PEO confirming the date of termination including the name, address and telephone number of the PEO.**

**Attach a copy of Form 990, Return of Organization Exempt from Income Tax, or Form 990-EZ, Short Form Return of Organization Exempt from Income Tax.**

**Underwriting Questions**

Has the Applicant refused to meet reasonable health and safety requirements with a previous insurer? ☐ Yes ☐ No

Please explain:

Does the Applicant have an undisputed outstanding premium obligation for workers compensation premium on current or previous insurance to any agent, broker, premium finance company, insurer, or other insurance company? ☐ Yes ☐ No

Please explain:

Has the Applicant failed to comply and resolve a final premium audit with a previous insurer? ☐ Yes ☐ No

Please explain:

Has the Applicant been rejected within the past 60 days by two non-affiliated insurers authorized to write and actively writing workers compensation insurance in Florida for the Applicant's type of business, specifically including the current insurer? ☐ Yes ☐ No

Provide the names of two non-affiliated insurers that have rejected the applications for coverage for this Employer:

Is the applicant currently in bankruptcy or aware of pending bankruptcy proceedings? ☐ Yes ☐ No

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

**ACORD 133 FL ADDITIONAL INFORMATION FORM**

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL) for workers compensation and employers liability insurance to be issued by the FWCJUA. Its content is considered a part of, and is incorporated by reference into, any workers compensation and employers liability insurance policy issued by the FWCJUA.

If the applicant is currently in bankruptcy or aware of pending bankruptcy proceedings:

**Attach 100% of the total estimated annual premium to secure coverage through the FWCJUA and a deposit premium, if applicable.**

If the applicant is already in bankruptcy:

**Attach copies of the bankruptcy filing and copies of the monthly trustee reports within 5 days of filing with the bankruptcy court to avoid policy cancellation.**

Bankruptcy chapter filed:

Has the applicant previously leased employees from a PEO or an Employee Leasing Company?

☐ Yes ☐ No

If yes:

**Attach a separation letter from the PEO confirming the date of termination including the name, address and telephone number of the PEO.**

Is the applicant exempt from federal income tax pursuant to s. 501(c)(3) of the Internal Revenue Code?

☐ Yes ☐ No

If yes:

**Attach a copy of Form 990, Return of Organization Exempt from Income Tax, or Form 990-EZ, Short Form Return of Organization Exempt from Income Tax.**

Have you or any of your employees reported a workers' compensation injury within the last 60 days?

☐ Yes ☐ No

Provide details:

\_\_\_\_\_  
**Applicant's/Employer's Name** (Print)

\_\_\_\_\_  
**Applicant's/Employer's Signature** (Must be an Owner, Member of the 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)

\_\_\_\_\_  
**Producer's Name** (Print)

\_\_\_\_\_  
**Producer's Signature**

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.

EMPLOYMENT AND WAGE INFORMATION RELEASE AGREEMENT (FWCJUA 04 03)

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL). Its content is considered a part of, and is incorporated by reference into, any workers' compensation and employer's liability insurance policy issued by the FWCJUA. The FWCJUA will issue your insurance policy through a service provider, if you are determined to be eligible for coverage.

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 entering into this policy, 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, AS WELL AS TO ALL INFORMATION WHICH IS RECEIVED IN THE FUTURE BY THE STATE OF FLORIDA FOR ANY TAX/WAGE REPORTING PERIOD WHICH COINCIDES WITH THE PERIOD OF THE POLICY OR ANY RENEWAL THEREOF. THE FWCJUA AND ITS AUTHORIZED SERVICE PROVIDERS SHALL HAVE ACCESS TO THE INFORMATION BEGINNING ON THE DATE OF THIS AGREEMENT AND ENDING THREE YEARS AFTER EXPIRATION OF THE POLICY OR ANY RENEWAL THEREOF.

\_\_\_\_\_  
Applicant's /Employer's Name (Print)

\_\_\_\_\_  
Applicant's / Employer's Signature  
(Must be an owner, 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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name  
My Commission Expires:

**FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.**  
**EMPLOYEE LEASING LABOR CONTACTOR SUPPLEMENTAL APPLICATION**

(Please print or type. Attach separate forms if necessary.)

*Complete this form, if you lease employees to another business. You are required to cover the leased workers and the non-leased workers on a multiple coordinated policies basis.*

*If you lease employees from another business you are required to cover the leased workers and possibly the non-leased workers and must **complete the Employee Leasing Client Supplemental Application**.*

*An Employer who is a labor contractor 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 on a multiple coordinated policies basis.*

**Section I. (LABOR CONTRACTOR INFORMATION)**

A labor contractor leasing workers to another entity or entities must supply all requested information on this side of the application. Exclude any temporary help service provided. For purposes of this application, temporary help service means a service whereby the labor contractor hires its own employees and assigns them to clients for a finite time period to support or supplement the client's work force in special work situations such as employee absences, temporary skill shortages and seasonal workloads.

Legal Business Name of Labor Contractor: \_\_\_\_\_

**Where space restricts a complete answer, attach list of complete answers.**

1. Are you licensed by the Florida Department of Business and Professional Regulation? ☐ Yes ☐ No  
If yes, provide the license number or if no, enter "none": \_\_\_\_\_

**(NOTE: If you are not licensed with the Florida Department of Business and Professional Regulation, you will not be eligible to obtain coverage with the FWCJUA until you become licensed.)**

2. Provide a list of the names, addresses and FEINs of each client to which you lease employees and identify those clients for which you are not submitting an application for coverage. In the case where an application has not or will not be submitted for a client, please explain.

	Client Name	Address	FEIN	Client Application for Coverage Submitted?	Explanation if Client Application for Coverage NOT Submitted
a.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
b.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
c.				<input type="checkbox"/> Yes <input type="checkbox"/> No	

3. To the best of your knowledge, do any of the clients listed have outstanding premium obligations due on any workers compensation policy? ☐ Yes ☐ No. If yes, list client, amount owed, to which company and whether the amount is under dispute. If no, enter the word "none".

	Client Name	Amount of Outstanding WC Premium Obligation	Insurer Owed the Outstanding WC Premium Obligation	Disputed?
a.				<input type="checkbox"/> Yes <input type="checkbox"/> No
b.				<input type="checkbox"/> Yes <input type="checkbox"/> No
c.				<input type="checkbox"/> Yes <input type="checkbox"/> No

**Section II. (CLIENT INFORMATION)**

The labor contractor must obtain and submit the following information or documentation for each client:

- A completed FWCJUA application for each client which includes the ACORD 130 FL, ACORD 130 FL Additional Information Form, ACORD 133 FL (Addendum to ACORD 130 FL), ACORD 133 FL Additional Information Form, the Employment and Wage Information Release Agreement, and the Acknowledgement of FWCJUA Premium Payment Options, and the Acknowledgement By Labor Contractor and Client of Terms and Conditions of the Multiple Coordinated Policy.
- List the name, address, and FEIN (if known) of each labor contractor leasing employees to the client (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 work loads). If there are no additional labor contractor's leasing employees to the client, enter the word "none."



**FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.**  
**EMPLOYEE LEASING LABOR CONTACTOR SUPPLEMENTAL APPLICATION**

	Labor Contractor Name	Labor Contractor Address	Labor Contractor FEIN
a.			
b.			
c.			

3. Attach a signed copy of the written contract(s) between you and the client covering leased workers.
4. Describe completely the kinds of operations that will be performed by the leased employees. Give a detailed description of the business and operation conducted. If there are no clients and therefore no leased employees, enter the word "none."
5. Based on the description in 4 above for the client, provide a listing of all leased employees along with their Social Security number, classification code and wages. If there are no clients and no leased employees, enter the word "none."

	Leased Employee Name	Social Security Number	Class Code	Wages/Payroll
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				
j.				

6. Attach a sworn statement signed by the owner, partner or officer authorized to bind the client legally, that states:
- The policy number and carrier 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.
  - All of the client's non-leased employees are covered by a workers compensation insurance policy. In addition, the sworn written statement must provide the policy number, carrier, a listing of the non-leased employees and the aggregate payroll applicable to each classification code. Attach a copy of a current Certificate of Insurance.

**Labor Contractors Statement:**

The labor contractor attests that all required information is attached and is accurate, to the best of the labor contractor's knowledge and belief. The labor contractor further attests that any and all charges to such information will be supplied to the FWCJUA. The labor contractor agrees to provide or cause to be provided to the FWCJUA claims and other information pertaining to each covered client as required to calculate each client's experience modification.

Labor Contractor Name: \_\_\_\_\_  
(Print or type)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Must be an owner, member of the LLC, partner or officer of the labor contractor/applicant.)

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.

## EMPLOYEE LEASING CLIENT SUPPLEMENTAL APPLICATION

(Please print or type. Attach separate forms if necessary.)

If you lease employees to another business you are required to cover the leased workers and the non-leased workers on a multiple coordinated policies basis and must **complete Employee Leasing Labor Contractor Supplemental Application**.

Complete this form, if you lease employees from another business. You are required to cover the leased workers and possibly the non-leased workers.

An Employer who is a client in an employee leasing arrangement that secures coverage directly through the FWCJUA shall be required to cover any and all of its leased workers on the FWCJUA policy and shall be responsible for paying premium to the FWCJUA that includes any and all of its leased workers' payroll in addition to its direct employees (non-leased workers), regardless of whether a labor contractor provides workers' compensation and employer's liability insurance for any or all of the leased workers.

An Employer who is a client in an employee leasing arrangement that secures coverage through the FWCJUA on a multiple coordinated policies basis in coordination with a labor contractor shall maintain all of the leased workers on its FWCJUA policy. Direct employees (non-leased 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) 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 is in force without a notice of cancellation.

Legal Business Name of Employer \_\_\_\_\_ Risk ID \_\_\_\_\_

Address \_\_\_\_\_ FEIN \_\_\_\_\_

Where space restricts a complete answer, attach list of complete answers.

- 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 work loads.) Attach a signed copy of the written contract(s) with each Labor Contractor listed below. If not supplied, explain.

	Labor Contractor Name	Address	FEIN	Contract Supplied?	Explanation if Contract NOT Attached
a.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
b.				<input type="checkbox"/> Yes <input type="checkbox"/> No	
c.				<input type="checkbox"/> Yes <input type="checkbox"/> No	

- Describe completely the kinds of operations that will be performed by the leased employees.

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

	Location	Class Code	No. of Employees	Estimated Payroll	Premium
a.					
b.					
c.					
d.					
e.					
f.					
g.					

- List the names of leased employees

	Name	Class Code	Social Security #
a.			
b.			
c.			
d.			
e.			
f.			
g.			
h.			
i.			
j.			

**FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.**  
**EMPLOYEE LEASING CLIENT SUPPLEMENTAL APPLICATION**

5. List the office address(es) where payroll records are kept for the leased employees and who keeps the records.

	Name	Street	City	County	State	Zip
a.						
b.						
c.						
d.						
e.						
f.						

Applicant's Name (print or type) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Must be an owner, member of the 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.

**EMPLOYEE LEASING – CONSENT TO THE RELEASE OF CLIENT  
INITIATION OR TERMINATION INFORMATION**

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL). Its content is considered a part of, and is incorporated by reference into, any workers' compensation and employer's liability insurance policy issued by the FWCJUA. The FWCJUA will issue your insurance policy through a service provider, if you are determined to be eligible for coverage.

The FWCJUA requires you to release certain client initiation or termination information maintained by the State of Florida pursuant to Chapter 468, Florida Statutes. By entering into this policy, 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 PURSUANT CHAPTER 468, FLORIDA STATUTES (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, AS WELL AS TO ALL INFORMATION WHICH IS RECEIVED IN THE FUTURE BY THE STATE OF FLORIDA WHICH RELATES TO THE PERIOD OF THE POLICY OR ANY RENEWAL THEREOF. THE FWCJUA AND ITS AUTHORIZED SERVICE PROVIDERS SHALL HAVE ACCESS TO THE INFORMATION BEGINNING ON THE DATE OF THIS CONSENT AND ENDING THREE YEARS AFTER EXPIRATION OF THE POLICY OR ANY RENEWAL THEREOF.**

\_\_\_\_\_  
Leasing Company (Print)

\_\_\_\_\_  
Leasing Company Representative's Signature  
(Must be an owner, member of the LLC, partner or officer)

\_\_\_\_\_  
Leasing Company's Federal Employer  
Identification Number (FEIN)

\_\_\_\_\_  
Print Name & Title of Representative Signing  
Above on Behalf of Leasing Company

\_\_\_\_\_  
Leasing Company's Unemployment Compensation  
Account Number

\_\_\_\_\_  
Leasing Company's Florida License Number  
(If a Florida license has not been issued, enter "none")

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.**

**ACKNOWLEDGEMENT BY LABOR CONTRACTOR AND CLIENT OF TERMS AND CONDITIONS OF THE  
MULTIPLE COORDINATED POLICY**

This document supplements your ACORD 130 FL Application and Addendum (ACORD 133 FL). Its content is considered a part of, and is incorporated by reference into, any workers' compensation and employer's liability insurance policy issued by the FWCJUA. The FWCJUA will issue your insurance policy through a service provider, if you are determined to be eligible for coverage.

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 labor contractor 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 covered under the policy. If the labor contractor fails to pay the assessment attributed to the client's leased 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 labor contractor.

Certain words and phrases in the multiple coordinated policy are defined as follows:

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

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

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

The policy does not apply with respect to temporary workers provided to the client. The policy will only cover those leased employees who are specifically identified in the contract between the labor contractor and client. Disclosure to and acceptance by the FWCJUA of the leased employees named in the contract between the labor contractor 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 named in the contract between the labor contractor and client. The coverage provided by the policy for the client's leased employees is specifically conditioned upon the valid existence of the employee leasing contract between the labor contractor and client. If at any time the client's leased employees cease to be leased employees provided by the labor contractor named below and listed in the schedule to the endorsements attached to the policy, the policy will cease to afford coverage for those workers.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) of the client policy apply as though the labor contractor is an insured. If specified in the schedule to the endorsements attached to the policy, the insurance afforded by the policy applies only to work performed by a client under the contract or at the project named in the schedule.

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

The insurance afforded by the client policy is only intended to provide coverage for the leased employees named in the contract between the labor contractor and the client and will not satisfy the labor contractor's duty to secure any other obligations under the workers' compensation law. We will not file evidence of this insurance on behalf of the labor contractor with any government agency.

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

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

The labor contractor and client are jointly liable for the payment of premiums, assessments, penalties, fees and surcharges determined to be due to the FWCJUA for the client’s leased employees covered under the policy. The client’s payment to the labor contractor 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 covered under the policy. If the labor contractor fails to make payments of premiums, assessments, penalties, fees or surcharges attributed to the client’s leased 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 labor contractor.

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

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

**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 LABOR CONTRACTOR AND THE CLIENT NAMED HEREIN.**

\_\_\_\_\_  
Applicant’s/Labor Contractor’s Name (Print)

\_\_\_\_\_  
Applicant’s/Client’s Name (Print)

\_\_\_\_\_  
Applicant’s/Labor Contractor’s Signature  
(must be an owner, member of the LLC, partner or officer)

\_\_\_\_\_  
Applicant’s/Client’s Signature  
(must be an owner, member of the LLC, partner or officer)

\_\_\_\_\_  
Print Name & Title of Authorized Representative

\_\_\_\_\_  
Print Name & Title of Authorized Representative

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by (Labor Contractor):

\_\_\_\_\_.

☐ Personally known OR ☐ Produced identification

Type of identification produced: \_\_\_\_\_

\_\_\_\_\_  
**Notary** (Signature)

\_\_\_\_\_  
**Notary** (Print, typed or stamped commissioned name)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by (Client):

\_\_\_\_\_.

☐ 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.**

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

A notice of cancellation has been issued to the labor contractor under the multiple coordinated policy.

Notwithstanding cancellation of the labor contractor's policy, if the FWCJUA determines that you are in compliance with the applicable terms of the multiple coordinated policy, you may have the option to continue the coverage afforded for the leased employees named in the contract between you and the labor contractor, 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 hereafter become due for the remainder of the policy period for the leased employees named in the contract between you and the labor contractor.

If you elect to continue coverage for the leased employees named in the contract between you and the labor contractor after cancellation of the labor contractor's policy, the labor contractor will not be liable for any additional premiums, assessments, penalties, fees or surcharges which may be incurred by you for such leased employees on and after the effective date of cancellation of the labor contractor's policy. You and the labor contractor remain jointly liable for any premiums, assessments, penalties, fees and surcharges incurred for your leased employees prior to the effective date of cancellation of the labor contractor's policy.

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

The continued coverage extended by the FWCJUA under the multiple coordinated policy for the leased employees named in the contract between you and the labor contractor is specifically conditioned upon the valid existence of your employee leasing contract with the labor contractor. If at any time your leased employees cease to be leased employees provided by the labor contractor named in Item 1 of the Schedule to the Labor Contractor 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 THE TERMS AND CONDITIONS OF THE CONTINUED COVERAGE WHICH MAY BE EXTENDED BY THE FWCJUA UNDER THE MULTIPLE COORDINATED POLICY.**

\_\_\_\_\_  
Client's Name (Print)

\_\_\_\_\_  
Client's Signature  
(must be an owner, member of the LLC, partner or officer)

\_\_\_\_\_  
Print Name & Title of Authorized Representative

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.**

**HORSE TRAINER SUPPLEMENTAL APPLICATION**

Where space restricts a complete answer, attach list of complete answers.

1. Name: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Home Phone Number: \_\_\_\_\_ Business Number: \_\_\_\_\_
4. Cell Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

List the name(s) of the race track(s) at which you will conduct operations or enter the word "none" if not applicable

Name of Race Track	Do you have a badge and stall list?	
1.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, attach.
2.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, attach.
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, attach.

**(NOTE: The FWCJUA will require a copy of the badge and stall list from each race track in which you will conduct operations prior to binding the coverage.**

6. Do you train horses at any location other than a race track in Florida? ☐ Yes ☐ No  
If yes, please provide address or enter the word "none" if not applicable: \_\_\_\_\_  
\_\_\_\_\_
7. How many horses are being trained? \_\_\_\_\_
8. Do you operate a breeding farm? ☐ Yes ☐ No
9. Do you operate a boarding stable? ☐ Yes ☐ No
10. Do you train horses in other states? ☐ Yes ☐ No
11. Do you carry workers' compensation insurance in any other states? ☐ Yes ☐ No  
If yes, please provide the name of each insurance company, policy number and effective date of policy coverage or enter the word "none" if not applicable.  
\_\_\_\_\_  
\_\_\_\_\_
12. Will you bring employees from other states to work in Florida? ☐ Yes ☐ No  
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 and the Florida Insurance code.
13. Do you use exercise riders? ☐ Yes ☐ No  
If yes, please provide names and payroll for those individuals you pay as exercise riders or enter the word "none" if not applicable:

Names	Payroll/Payments	*Exempt from the Statute?
1.		<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		<input type="checkbox"/> Yes <input type="checkbox"/> No

Do the exercise riders work for you exclusively? ☐ Yes ☐ No

14. Provide the names and payroll for those individuals you pay to clean stalls and provide care to the horses or enter the word "none" if not applicable:



Names	Payroll/Payments
1.	
2.	
3.	
4.	
5.	

\*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 attach a copy of each independent contractor agreement.

\_\_\_\_\_  
**Applicant's/Employer's Name** (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Applicant's/Employer's Signature**

(must be an owner, member of the 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.** **TRUCKER SUPPLEMENTAL APPLICATION**

**Where space restricts a complete answer, attach list of complete answers.**

1. Name: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Phone: Home: \_\_\_\_\_ Business: \_\_\_\_\_ Cellular: \_\_\_\_\_ E-Mail: \_\_\_\_\_
4. Federal ID Number: \_\_\_\_\_
5. Do you or your employees operate out of a base terminal? ☐ Yes ☐ No  
*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.*
6. If yes, give base terminal address(es) and list the drivers assigned to each terminal. If you and your employees do not operate out of a base terminal, enter the word "none":

	Base Terminal Address(es)	Drivers	
a.		(1)	(2)
		(3)	(4)
b.		(1)	(2)
		(3)	(4)
c.		(1)	(2)
		(3)	(4)

7. If no, do you or your employees spend a majority of driving time in any state other than Florida? ☐ Yes ☐ No  
*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.*
8. If yes, give state of majority driving time for yourself and/or each employee and if no, give your and/or your employees' state(s) of residence:

	Name – All Drivers	State of Majority Driving Time	State of Residence
a.			
b.			
c.			
d.			

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

9. Do you or companies with whom you have contracts employ or use any independent owner-operators? ☐ Yes ☐ No  
If yes, list below and if no, enter the word "none":

	Name – All Drivers	Home Address
a.		
b.		
c.		
d.		

10. Do you have workers compensation certificates of insurance on file for each owner-operator? ☐ Yes ☐ No  
If yes, attach copies of same.
11. If no, is payroll included on application for coverage? ☐ Yes ☐ No
12. Do you have an equipment lease agreement with your employees and/or owner-operators? ☐ Yes ☐ No  
If yes, provide signed copies of each equipment lease agreement.

13. Do the drivers own their own vehicle? ☐ Yes ☐ No

14. How are the drivers compensated? ☐ Hourly ☐ By the Mile ☐ By the load ☐ Other method, explain:

\_\_\_\_\_

15. Can the drivers refuse to accept a given load? ☐ Yes ☐ No

16. Who is responsible for the operation costs of the vehicle (fuel, maintenance, etc)? \_\_\_\_\_

17. Do you lease employees to other firms? ☐ Yes ☐ No

if yes, list firm name(s) and street address(es) of locations where leased employees are operating and if no, enter the word "none":

\_\_\_\_\_

\_\_\_\_\_

18. With whom is your largest hauling contract? If there is no contract, enter the word "none."

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

#### Agreement of Applicant

The undersigned employer hereby certifies that the statements in this application have been read and understood. Furthermore in consideration of the issuance of the policy of insurance, the undersigned also certifies that the statements in this application are true and agrees:

1. To maintain a complete record of all payroll transactions in such a manner as the FWCJUA may reasonably require and such record will be available to the FWCJUA at the designated address.
2. To comply with all laws, orders, rules and regulations in force and effect made by the public authorities and with all reasonable recommendations made by the FWCJUA relative to the welfare, health and safety of the employees.

(Violation of any of these certifications and agreements may result in cancellation of any policy of insurance issued.)

\_\_\_\_\_  
Business Name of Employer

\_\_\_\_\_  
Signature (must be an owner, member of the LLC, partner or officer)

\_\_\_\_\_  
Date of Application

\_\_\_\_\_  
Title

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.  
CONTRACTOR SUPPLEMENTAL APPLICATION

Where space restricts a complete answer, attach answer on separate sheets of paper.

1. Name: \_\_\_\_\_
2. Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
3. Phone: Home: \_\_\_\_\_ Business: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Website Address: \_\_\_\_\_  
*If no website address, enter the word "none"*
4. Federal ID Number: \_\_\_\_\_
5. Do you operate a business in a licensed trade? Yes \_\_\_\_ No \_\_\_\_
  - a. If yes, provide a copy of the license issued by or under authority of the Department of Business & Professional Regulation (DBPR).
  - b. 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. If not applicable, enter the words "none."  
Name: \_\_\_\_\_ License #: \_\_\_\_\_
6. Who manages your office, answers the telephone? \_\_\_\_\_
7. List all "Affiliated" entities, as defined in s. 440.02(15)(b), Florida Statutes, and their FEINs. If there are no "Affiliated" entities, please enter the word "none" on line 1. and the first line of the FEIN.
  1. \_\_\_\_\_ FEIN: \_\_\_\_\_
  2. \_\_\_\_\_ FEIN: \_\_\_\_\_
  3. \_\_\_\_\_ FEIN: \_\_\_\_\_
  4. \_\_\_\_\_ FEIN: \_\_\_\_\_
8. List all jobs you have in progress, with the customer's name and daytime phone number, jobsite address, and dollar amount of the job/contract. If no jobs are in progress, enter the word "none" on line 1.

Job Address:	Description	Customer's Name & Daytime Phone Number	(\$ ) Amount of Job / Contract
--------------	-------------	--	--------------------------------
9. Please list the different types of construction work you anticipate performing during the policy term:  
\_\_\_\_\_  
\_\_\_\_\_
10. Estimate the number of jobs you perform annually: \_\_\_\_\_
11. Give a complete description of how you obtain jobs. If not applicable, enter the word "none."  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List all equipment owned and/or used in your business. Enter the word "none", if you do not own or use equipment in your business.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
13. If you are a sole proprietor, please attach a copy of your schedule C filed last year.
14. If you have no employees and do not use subcontractors, please answer the following questions (be specific and if not applicable, enter the word "none"):
  - a. How is the work performed? \_\_\_\_\_
  - b. Who performs the work? \_\_\_\_\_
  - c. Why do you need workers compensation insurance? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. Do you require all subcontractors to provide a foreperson or superintendent at each jobsite? Yes \_\_\_\_ No \_\_\_\_
16. Do you use any subcontractors who perform the work themselves and have no employees? Yes \_\_\_\_ No \_\_\_\_

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.  
CONTRACTOR SUPPLEMENTAL APPLICATION

17. It is required, using the space provided below, to list the names of all subcontractors you use or anticipate using and the type of work they perform. (Attach a certificate of insurance that lists your company as the certificate holder, issued within the last 30 days or an exemption certificate with a notarized letter \* for each subcontractor). If there are more subcontractors than the number of spaces provided on this form, please attach a separate sheet with the required information. If you do not use subcontractors, please enter the word "none" in each of the boxes in line 1. only and check the box labeled "None" in the last column.

Subcontractor's Legal Business Name and Mailing Address	Subcontractor's FEIN	Type of Work Performed	# of Workers Assigned to Job	Estimated \$ Amount to be Paid for Labor Only	Check the box of Applicable Documents & Attach Copies
1.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
2.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
3.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
4.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
5.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None

\* 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, please provide a certificate of insurance from the leasing 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 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 and that he/she does not hire any casual or uninsured labor outside of the employee leasing arrangement; in the event that he/she hires any workers not covered by the leasing 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 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:**

Chapter 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.**

The FWCJUA recommends that all employers who hire subcontractors register with the Department of Financial Services to aid in tracking uninsured subcontractors. Go to [www.myfloridaCFO/wc](http://www.myfloridaCFO/wc) and click on the icon labeled "Construction Policy Tracking Database". 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.

**I understand that 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 is guilty of a felony of the third degree and swear that the information provided in this supplemental is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibilities under the Florida Workers' Compensation Law and the FWCJUA rules.**

Applicant's/Employer's Name (Please Print) _____		Applicant's/Employer's Signature (Please Sign) _____	
State of _____	County of _____	Sworn to (or affirmed) and subscribed before me this _____	day of _____
20__, by _____		<input type="checkbox"/> Personally known Or <input type="checkbox"/> Produced identification Type of Identification Produced _____	
Notary Public Signature _____		Notary (Print, type or stamp commission name of Notary Public) _____	

## FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

## CONTRACTOR SUPPLEMENTAL APPLICATION (Question # 17 continued)

Subcontractor's Legal Business Name and Mailing Address	Subcontractor's FEIN	Type of Work Performed	# of Workers Assigned to Job	Estimated \$ Amount to be Paid for Labor Only	Check the box of Applicable Documents & Attach Copies
6.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
7.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
8.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
9.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
10.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
11.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
12.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
13.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
14.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
15.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
16.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
17.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
18.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
19.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
20.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None
21.				\$	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Exemption Form AND Notarized Letter* <input type="checkbox"/> Leasing Company (COI) AND Notarized Letter** <input type="checkbox"/> None

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

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

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL). Its content is considered a part of, and is incorporated by reference into, any workers' compensation and employer's liability insurance policy issued by the FWCJUA. The FWCJUA will issue your insurance policy through a service provider, if you are determined to be eligible for coverage.

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 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.

**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.**

\_\_\_\_\_  
Applicant's/Employer Name (Print)

\_\_\_\_\_  
Applicant's/Employer Signature  
(Must be an Owner, Member of the LLC, Partner or Officer)

\_\_\_\_\_  
Print Name & Title of Representative Signing  
Above on Behalf of Applicant/Employer

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)

**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 providing workers' compensation insurance, you must furnish a valid certificate of insurance for the leasing company 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 leasing 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 attest that 100% of its workers are covered as enrolled worksite employees with the leasing company and that it does not hire any casual or uninsured labor outside of the employee leasing arrangement. The subcontractor must also attest that in the event the subcontractor does hire workers not covered under the leasing 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

\_\_\_\_\_  
Insured Entity #2

\_\_\_\_\_  
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 employees?

- ☐ Yes - Provide PEO's Name: \_\_\_\_\_  
Annual payroll for leased workers: \$ \_\_\_\_\_  
☐ No

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 employees?

- ☐ Yes - Provide PEO's Name: \_\_\_\_\_  
Annual payroll for leased workers: \$ \_\_\_\_\_  
☐ No

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 employees?

- ☐ Yes - Provide PEO's Name: \_\_\_\_\_  
Annual payroll for leased workers: \$ \_\_\_\_\_  
☐ No

You are obligated to inform the FWCJUA of whether you currently lease any employees from an employee leasing company or through any employee leasing 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, as well as providing the FWCJUA with a copy of any employee leasing 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 employees from an employee leasing company, enter into an employee leasing arrangement, cease leasing employees from an employee leasing company or terminate any employee leasing agreement. Regardless of whether an employee leasing company provides workers' compensation and employer's liability insurance for the employees you lease, the FWCJUA will include the leased 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' 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 Statute 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)
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing Company Certificate of Insurance AND Notarized Letter
					\$	\$	<input type="checkbox"/> Certificate of Insurance <input type="checkbox"/> Exemption Form AND Notarized Affidavit <input type="checkbox"/> Leasing 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](http://www.fwcjua.com) under EMPLOYER, Sample Forms.**

**FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.  
QUARTERLY PAYROLL REPORTING FORM**

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

Employer Name: \_\_\_\_\_ Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Period: \_\_\_\_\_  
From: \_\_\_\_\_ To: \_\_\_\_\_

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	Overtime	Overtime	Company Use
		(Including Overtime)	(Time And One Half)	(Double Time)	

- 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 your employees receive tips? Yes \_\_\_ No \_\_\_  
If so, are the value of the tips included in the 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 of the third degree.

*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**

<b>Date</b>	<b>Signature of Officer/Owner/Member or Partner</b>	<b>Address where payroll records are kept.</b>	<b>Telephone</b>
-------------	---	--	------------------

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 of Notary Public)

\_\_\_\_\_  
**Notary** (Print, typed or stamped commissioned name of notary public)

**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's Affidavit Form to: Travelers, P.O. Box 3556, Orlando, FL 32802**

## ERM-14 FORM—CONFIDENTIAL REQUEST FOR OWNERSHIP INFORMATION

Effective 01 Dec 2003

**All items must be answered completely or the form may be returned.**

The following confidential ownership statements may be used only in establishing premiums for your insurance coverages. Your workers compensation 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. Once completed, this form must be submitted to the rating organization by you, your insurance carrier(s), or your agents. If this form does not provide the means to explain the transaction, enter as much information on the form as possible and supplement the form with a narrative on the employer's letterhead, signed by an owner, partner, or executive officer.

### Section A—Transaction and Entity Information

Check all that apply	Type of Transaction Columns A, B, and C referenced below are found in Section B.	Effective Date Enter effective date of transaction	Reported Date Enter date reported in writing to your insurance provider
	<b>Name and/or legal entity change</b> —Complete column A for former entity and column B for newly named entity. Complete Type of Entity portion for each entity to reflect such change.		
	<b>Sale, transfer or conveyance of all or a portion of an entity's ownership interest</b> —Complete column A for ownership before the change and column B for ownership after the change.		
	<b>Sale, transfer or conveyance of an entity's physical assets to another entity that takes over its operations</b> —Complete column A for the former entity and column B for the acquiring entity.		
	<b>Merger or consolidation (attach copy of agreement)</b> —Complete columns A and B for the former entities and column C for the surviving entity.		
	<b>Formation of a new entity that acts as, or in effect is, a successor to another entity that:</b> (a) Has dissolved (b) Is non-operative (c) May continue to operate in a limited capacity.		
	<b>An irrevocable trust or receiver, established either voluntarily or by court mandate</b> —Complete column A before the change and column B after the change.		
	<b>Determination of combinability of separate entities</b> —Complete a separate column in Section B for each entity to be reviewed for common ownership (attach additional forms if necessary).		

### ENTITY 1—Complete Column A on Page 3

**Complete Name of Entity** (including DBA or TA) \_\_\_\_\_

**Risk ID** \_\_\_\_\_ **FEIN** \_\_\_\_\_

**Type of Entity** (check all that apply) **Carrier** \_\_\_\_\_ **Policy #** \_\_\_\_\_ **Eff. Date** \_\_\_\_\_

- |   |   |  |  |  |
|---|---|--|--|--|
| <input type="checkbox"/> Sole Proprietorship  | <input type="checkbox"/> Limited Partnership                    | <input type="checkbox"/> Temporary Labor Service | <input type="checkbox"/> School District | <input type="checkbox"/> Irrevocable Trust       |
| <input type="checkbox"/> Partnership          | <input type="checkbox"/> Limited Liability Corporation          | <input type="checkbox"/> Publicly Traded         | <input type="checkbox"/> For Profit      | <input type="checkbox"/> Religious Organization  |
| <input type="checkbox"/> Domestic Corporation | <input type="checkbox"/> Joint Venture                          | <input type="checkbox"/> State Agency            | <input type="checkbox"/> Not for Profit  | <input type="checkbox"/> Charitable Organization |
| <input type="checkbox"/> Foreign Corporation  | <input type="checkbox"/> Association (including unincorporated) | <input type="checkbox"/> County Agency           | <input type="checkbox"/> Non-Profit      | <input type="checkbox"/> Franchise               |
| <input type="checkbox"/> Sub-Chapter S-Corp   | <input type="checkbox"/> Employee Leasing                       | <input type="checkbox"/> Municipality            | <input type="checkbox"/> Revocable Trust | <input type="checkbox"/> ESOP                    |

#### Primary Address

Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Web Site \_\_\_\_\_

Mailing Address (if different than Primary Address) \_\_\_\_\_

Additional Location(s) \_\_\_\_\_

ERM-14 (Rev. 12/03)

NC790

## ENTITY 2—Complete Column B on Page 3

**Complete Name of Entity** (including DBA or TA) \_\_\_\_\_

**Risk ID** \_\_\_\_\_ **FEIN** \_\_\_\_\_

**Type of Entity** (check all that apply) **Carrier** \_\_\_\_\_ **Policy #** \_\_\_\_\_ **Eff. Date** \_\_\_\_\_

- |   |   |  |  |  |
|---|---|--|--|--|
| <input type="checkbox"/> Sole Proprietorship  | <input type="checkbox"/> Limited Partnership                    | <input type="checkbox"/> Temporary Labor Service | <input type="checkbox"/> School District | <input type="checkbox"/> Irrevocable Trust       |
| <input type="checkbox"/> Partnership          | <input type="checkbox"/> Limited Liability Corporation          | <input type="checkbox"/> Publicly Traded         | <input type="checkbox"/> For Profit      | <input type="checkbox"/> Religious Organization  |
| <input type="checkbox"/> Domestic Corporation | <input type="checkbox"/> Joint Venture                          | <input type="checkbox"/> State Agency            | <input type="checkbox"/> Not for Profit  | <input type="checkbox"/> Charitable Organization |
| <input type="checkbox"/> Foreign Corporation  | <input type="checkbox"/> Association (including unincorporated) | <input type="checkbox"/> County Agency           | <input type="checkbox"/> Non-Profit      | <input type="checkbox"/> Franchise               |
| <input type="checkbox"/> Sub-Chapter S-Corp   | <input type="checkbox"/> Employee Leasing                       | <input type="checkbox"/> Municipality            | <input type="checkbox"/> Revocable Trust | <input type="checkbox"/> ESOP                    |

### Primary Address

Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Web Site \_\_\_\_\_

Mailing Address (if different than Primary Address) \_\_\_\_\_

Additional Location(s) \_\_\_\_\_

## ENTITY 3—Complete Column C on Page 3

**Complete Name of Entity** (including DBA or TA) \_\_\_\_\_

**Risk ID** \_\_\_\_\_ **FEIN** \_\_\_\_\_

**Type of Entity** (check all that apply) **Carrier** \_\_\_\_\_ **Policy #** \_\_\_\_\_ **Eff. Date** \_\_\_\_\_

- |   |   |  |  |  |
|---|---|--|--|--|
| <input type="checkbox"/> Sole Proprietorship  | <input type="checkbox"/> Limited Partnership                    | <input type="checkbox"/> Temporary Labor Service | <input type="checkbox"/> School District | <input type="checkbox"/> Irrevocable Trust       |
| <input type="checkbox"/> Partnership          | <input type="checkbox"/> Limited Liability Corporation          | <input type="checkbox"/> Publicly Traded         | <input type="checkbox"/> For Profit      | <input type="checkbox"/> Religious Organization  |
| <input type="checkbox"/> Domestic Corporation | <input type="checkbox"/> Joint Venture                          | <input type="checkbox"/> State Agency            | <input type="checkbox"/> Not for Profit  | <input type="checkbox"/> Charitable Organization |
| <input type="checkbox"/> Foreign Corporation  | <input type="checkbox"/> Association (including unincorporated) | <input type="checkbox"/> County Agency           | <input type="checkbox"/> Non-Profit      | <input type="checkbox"/> Franchise               |
| <input type="checkbox"/> Sub-Chapter S-Corp   | <input type="checkbox"/> Employee Leasing                       | <input type="checkbox"/> Municipality            | <input type="checkbox"/> Revocable Trust | <input type="checkbox"/> ESOP                    |

### Primary Address

Street \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

Contact Name \_\_\_\_\_ Web Site \_\_\_\_\_

Mailing Address (if different than Primary Address) \_\_\_\_\_

Additional Location(s) \_\_\_\_\_

## Section B—Ownership

- Have any of these entities operated under another name in the last four years? ☐ Yes ☐ No
- Are any of the entities **currently** related through common majority ownership to any entity not listed on the front of the form? ☐ Yes ☐ No
- Have any of these entities been **previously** related through common majority ownership to any other entities in the last four years?  
☐ Yes ☐ No
- If you answered Yes to questions 1, 2, or 3 above, provide additional information, indicating which question(s) your answer references:  
☐ 1 ☐ 2 ☐ 3

<b>Name of Business</b>	<b>Principal Location</b>	<b>Carrier and Policy Number</b>	<b>Effective Date</b>
_____	_____	_____	_____

- Were the assets and/or ownership interest (all or a portion) of this entity acquired from a previously existing business? ☐ Yes ☐ No  
If yes, you must provide complete ownership information for the prior owner in column A and ownership information for the new owner in column B.
- If this is a partial sale, transfer, or conveyance of an existing business (i.e., sale of one or more plants or locations):
  - Explain what portion or location of the entire operation was sold, transferred, or conveyed.  
\_\_\_\_\_
  - Was this entity insured under a separate policy from the remaining portion? ☐ Yes ☐ No  
If not, specify the entities with which it was combined:  
\_\_\_\_\_

7. Did the legal status of this entity change? ☐ Yes ☐ No  
If yes, you must complete the Type of Entity portion for each entity to reflect such change.
8. Is this transaction a result of bankruptcy? ☐ Yes ☐ No  
If yes, please indicate under which Chapter the bankruptcy was filed. \_\_\_\_\_

**Corporations**—List all names of owners of 5% or more of voting stock and number of shares owned. Submit shareholder proposal if transaction involved exchange of stock.

**Partnerships**—List each partner and appropriate share in the profits. If the entity is a limited partnership, list name(s) of each general partner(s).

**Other**—If no voting stock, list members of board of directors or comparable governing body.

Information	Column A	Column B	Column C
	Enter name used in Section A for Entity 1 <b>Entity 1</b>	Enter name used in Section A for Entity 2 <b>Entity 2</b>	Enter name used in Section A for Entity 3 <b>Entity 3</b> If applicable, use this column for multiple combinations or entities resulting from mergers and consolidations
<b>Name of Entity</b>			
<b>Ownership</b> See reference above to ownership information required for corporations, partnerships, and other entities.			
<b>Total Ownership Interest or Number of Shares</b>			

**NOTE:** If your business has changed significantly to result in a change to the primary (governing) classification and the process and hazard of the operation have also changed, contact your agent, insurance company or rating organization for additional information.

### Section C—Additional Information

Please include any additional information you believe pertinent to the transaction detailed above that cannot be expressed due to the format of this form. If there is not enough space below, attach the information on the entity's letterhead, signed by an owner, partner, or executive officer.

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### Section D—Did You Remember to . . .

- Indicate the type of transaction, check all that apply, and include transaction and notification dates?
- Complete all necessary entity information? **Note:** You can use more forms if the number of entities exceeds three.
  - Entity name
  - Risk identification number (if you know it)
  - Federal Employer Identification Number (FEIN)
  - Type of entity
  - Primary address, telephone, and other contact information
  - Mailing address and additional locations if applicable
- Fill out the ownership table completely?
  - Include the names of the entities as listed in Section A?
  - Include all owners, partners, board of director members, members and/or manager of LLCs, general partners of LPs, or any other comparable governing body?
  - Include percentage of ownership for each owner, partner, board of director member, member and/or manager of LLCs, general partner of LPs, or any other comparable governing body?
- Answer questions 1 through 8?

### Section E—Certification

**This is to certify that the information contained on this form is complete and correct.**

**All forms will be returned if this Certification Section is incomplete.**

Name of person completing form: \_\_\_\_\_

Check which entity or entities the signer represents: ☐ Entity 1 ☐ Entity 2 ☐ Entity 3 ☐ Other \_\_\_\_\_

_____ Signature of Owner, Partner, Member, or Executive Officer	_____ Title	_____ Carrier
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_____ Print name of above signature	_____ Date	_____ Carrier Address
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### Section F—For Rating Organization Use Only

Associate/automated \_\_\_\_\_

Date received \_\_\_\_\_

Date complete \_\_\_\_\_

Assessment—form complete? What is missing? \_\_\_\_\_

Ruling \_\_\_\_\_

Revisions necessary—Yes/No \_\_\_\_\_

Revisions complete and mailed—Yes/No/NA \_\_\_\_\_

Rating Effective Date impacted—Yes/No—if Yes, which ones? \_\_\_\_\_

Risk ID impacted—list all impacted, any deactivated? Indicate deactivated #s \_\_\_\_\_

All carriers/rating organizations notified? \_\_\_\_\_

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 21**

Effective February 25, 1992

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**LABOR CONTRACTOR EXCLUSION ENDORSEMENT (WC 00 03 21)**

As used in this endorsement, "employee leasing" shall mean an arrangement whereby an entity utilizes the services of a third party to provide its workers for a fee or other compensation. The third party providing employee leasing services shall be referred to as a "labor contractor." The entity receiving the services shall be referred to as a "client."

This endorsement applies only with respect to workers provided by you to a client under an employee leasing arrangement to engage in work for the client. Your policy does not provide coverage for workers you lease to the clients listed below.

Schedule

Client

Address

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 22**

Effective February 25, 1992

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**EMPLOYEE LEASING CLIENT EXCLUSION ENDORSEMENT (WC 00 03 22)**

As used in this endorsement, "employee leasing" shall mean an arrangement whereby an entity utilizes the services of a third party to provide its workers for a fee or other compensation. The third party providing employee leasing services shall be referred to as a "labor contractor." The entity receiving the services shall be referred to as a "client."

This endorsement applies only with respect to your leased workers engaged in any work provided under an employee leasing arrangement. Your policy does not provide coverage for workers you lease from labor contractors listed below.

Schedule

Labor Contractor

Address



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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**FWCJUA 03 02**

Effective July 1, 2004

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule

- |    |                                       |                |
|----|---------------------------------------|----------------|
| 1. | <u>Labor Contractor</u>               | <u>Address</u> |
| 2. | <u>State Where Work Performed</u>     |                |
| 3. | <u>Contract or Project</u>            |                |
| 4. | <u>Labor Contractor Policy Number</u> |                |

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY      FWCJUA 0401**

Effective March 1, 2013

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**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 the ACORD 133 FL which You completed as part of your FWCJUA Application and which is incorporated by reference into your policy.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**FWCJUA 04 02**

Effective July 1, 2004

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**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 flat 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 flat fee.
3. If you qualify for Tier 3, this policy is subject to the Assigned Risk Adjustment Program (ARAP).

SCHEDULE Flat

fee: \_\_\_\_\_

<u>Tier</u>	<u>% Premium surcharge</u>
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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY    FWCJUA 04 06**

Effective January 1, 2014

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**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

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**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**

Effective January 1, 1995

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**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. 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 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.

<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY</b>	<b>FWCJUA 03 03</b>
<b>Effective July 26, 2003</b>	
<b>FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.</b>	
<b>"IF ANY" POLICY NOTICE ENDORSEMENT</b>	
<p>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.</p> <p>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 <b>1-800-247-7218</b>.</p> <p>Section 440.381 (6), Florida Statutes, provides:</p> <p class="list-item-l1">(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.</p> <p>Section 440.105, Florida Statutes, provides:</p> <p class="list-item-l1">(4) Whoever violates any provision of this subsection commits insurance fraud, punishable as provided in paragraph (f).</p> <p class="list-item-l1">(b) It shall be unlawful for any person:</p> <p class="list-item-l2">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.</p> <p class="list-item-l2">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.</p>	



## **AGENCY PRODUCER AGREEMENT**

This Agency Producer Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC. (the "FWCJUA"), a corporation not for profit organized and existing under the laws of the State of Florida, \_\_\_\_\_, an insurance agency duly licensed or registered to do business in the state of Florida, pursuant to Chapter 626, Florida Statutes (the "Agency"), and the general lines insurance agent or agents working at each Agency location, duly licensed to act as such by the Florida Department of Financial Services, who are identified in the attached Exhibit A (referred to herein, both singularly and plurally, as the case may be, as the "Designated Producer"). This Agency Producer Agreement shall hereinafter be referred to as the "Agreement." By signing this Agreement in the space provided in Exhibit A, each Designated Producer is a party to the Agreement and agrees to be bound by its terms and provisions.

The Agency, each Designated Producer, and the FWCJUA, agree as follows:

### **SECTION I – AUTHORIZATION**

**1.1. Authorization; Generally.** The FWCJUA hereby authorizes the Agency to submit qualified Florida workers' compensation business to the FWCJUA. The Agency shall only submit to the FWCJUA such business as is qualified for coverage pursuant to section 627.311(5), Florida Statutes, as amended from time to time, and the FWCJUA Plan of Operation. The Agency, its directors, officers, members, partners, employees, the Designated Producers, and any customer service representatives ("CSRs") working under the supervision of the Designated Producers, are independent contractors, and not employees, representatives or agents of the FWCJUA. Attached to this Agreement, and made a part hereof as Exhibit A, is a list of each Agency location, which includes the following information with respect to each location: (i) Agency address and telephone number; (ii) Agency license or registration number; (iii) name of the agent-in-charge; (iv) name and Florida license number of each Designated Producer, if any; (v) qualifying appointment for each Designated Producer, if any; and (vi) the name and license number of any CSRs authorized by the Agency to transact business related to the FWCJUA and working under the supervision of a Designated Producer. Only those Designated Producers and CSRs designated in writing by the Agency with respect to each Agency location may transact business related to the FWCJUA. The Agency shall notify the FWCJUA in writing of any changes in the information listed in Exhibit A, including, but not limited to, any changes with respect to the addition or deletion of Agency locations, Designated Producers or CSRs. Such notice shall be provided by the Agency to the FWCJUA prior to the change whenever practicable, but in no event shall such notice be provided to the FWCJUA later than ten (10) calendar days after such change occurs. The FWCJUA will not accept any business from a Designated Producer which has not been added to Exhibit A of this Agreement. The FWCJUA may, in its discretion, choose to communicate only with Designated Producers and CSRs so designated by the Agency. The FWCJUA may, in its discretion, decline to permit, or withdraw permission for any Agency location, Designated Producer or CSR to transact business related to the FWCJUA.

**1.2. License.** As a condition of maintaining authorization to submit business to the FWCJUA, the Agency at all times during the term hereof (a) shall be duly licensed or registered by the Florida Department of Financial Services (the "Department") for each location identified in Exhibit A, (b) employ at least one Designated Producer for at least one of the locations identified in Exhibit A, (c) the Designated Producers and CSRs transacting business related to the FWCJUA shall be duly licensed to perform the services they perform related to the FWCJUA, and (d) any CSR authorized to communicate with the FWCJUA shall be under the direct supervision of a Designated Producer. The Agency shall be responsible for the job performance, as required by law, this Agreement, or otherwise, of the Designated Producers and CSRs authorized to transact business related to the FWCJUA. The Designated Producers shall be responsible for any act or failure to act of the CSRs working under their supervision.

**1.3. Other Markets.** As a condition of maintaining authorization to submit business to the FWCJUA, the Designated Producer or the Agency shall at all times during the term hereof 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, pursuant to a certificate of authority issued by the Florida Office of Insurance Regulation. The Designated Producer or the Agency, as the case may be, shall provide proof of such business relationship at the time of application and at the time of renewal or replacement.

## **SECTION II – DUTIES OF THE AGENCY & DESIGNATED PRODUCERS**

**2.1. Compliance with FWCJUA Guidelines.** The Agency and Designated Producers shall abide by the FWCJUA Plan of Operation, as amended from time to time, including its Articles of Incorporation, the Bylaws, and the Operations Manual. Copies of these documents are available at the office of the FWCJUA, located at 6003 Honore Ave., Suite 204, Sarasota, Florida 34238 and on the FWCJUA's Internet web site, at [www.fwcjua.com](http://www.fwcjua.com). The Agency and Designated Producers are responsible for obtaining copies of these documents and ensuring that the CSRs understand their contents.

**2.2. No Authority to Bind the FWCJUA.** Neither the Agency nor a Designated Producer is an agent of the FWCJUA or any FWCJUA Service Provider, and they have no authority, actual or apparent, to bind the FWCJUA or any Service Provider. Neither the Agency nor a Designated Producer shall represent to any person, either expressly or by implication, that the Agency or the Designated Producer is an agent of the FWCJUA or any Service Provider. Toward that end, neither the Agency nor a Designated Producer shall use any materials provided by the FWCJUA or any Service Provider in such a manner as to create the impression that an agency relationship exists between the Agency and the FWCJUA or any Service Provider.

**2.3. Duty to Provide Information.** The Agency and Designated Producers shall use reasonable care to furnish information to the FWCJUA which is accurate in all respects. All applications, reports, correspondence and claim information shall be forwarded to the FWCJUA or its designee within the time limits set forth in the FWCJUA Plan of Operation and this Agreement.

**2.4. Remittance of Premiums.** All premiums, assessments, penalties, fees or surcharges whether in excess of the advance or deposit premium or not, received on FWCJUA business shall be remitted to the FWCJUA or its designee no later than the first business day following the day the premiums, assessments, penalties, fees or surcharges were received by the Agency or the Designated Producer.

**2.5. Applications.** The Agency and Designated Producers shall adopt and maintain procedures to ensure that all FWCJUA insurance applications are complete and accurate. All applicants shall be furnished a copy of the completed application at the time of writing. The Agency and Designated Producers shall not enlarge, limit, modify, or interpret the questions asked or information provided in the application.

**2.6. Records.** The Agency shall maintain full and complete records of all transactions related to FWCJUA business. The Agency shall maintain such books and records as are customarily maintained by property and casualty insurance agents in the ordinary course of their business, including, without limitation, receipt books and records of daily deposits.

**2.7. Indemnity.** The Agency agrees to indemnify and hold harmless the FWCJUA, and all officers, agents and employees of the FWCJUA, from all loss, claims, damages, fees and expenses, including attorneys' fees and costs and other expenses, reasonably incurred or paid on account of any wrongful act or any error or omission of the Agency or any Designated Producer or CSR, including any violation of this Agreement or any provision of the FWCJUA Plan of Operation.

**2.8. Errors and Omission Coverage.** The Agency shall at all times this Agreement is in effect maintain errors and omissions insurance or professional liability insurance covering the Agency, all Designated Producers and CSRs. If the errors and omissions or professional liability coverage is provided on a claims-made basis, the policy shall remain in effect for a period of no less than five (5) years following any termination of this Agreement for any wrongful acts arising under this Agreement. The errors and omissions or professional liability coverage must be issued by an insurer authorized to do business in Florida, in an amount not less than \$500,000 per occurrence. The Agency shall provide proof of the coverage through a valid certificate of insurance issued to the FWCJUA when it signs this Agreement, and shall furnish proof of renewal, replacement, cancellation, or nonrenewal to the FWCJUA at the time of renewal, replacement, cancellation or nonrenewal. The Agency's obligation to indemnify the FWCJUA is in no way limited by the limits of its errors and omissions or professional liability coverage.

**2.9. Inspection.** All books and records of the Agency and Designated Producers related to FWCJUA business shall be open for inspection and audit by the FWCJUA or its authorized representative during normal business hours. This provision shall survive for a period of five (5) years after the termination of the Agreement.

**2.10 Refund of Fees.** When notified of cancellation, coverage changes or midterm termination, the Agency will promptly refund any unearned producer fees to the FWCJUA.

**2.11 Communication.** The Agency and Designated Producers will be responsible for communicating the rules and regulations set forth in the FWCJUA Plan of Operation to the CSRs. In addition, it is the responsibility of the Agency and Designated Producers to disseminate any information sent to them by the FWCJUA or any Service Provider via e-mail, fax or mail as appropriate to CSRs, applicants and policyholders.

### **SECTION III – DUTIES OF THE FWCJUA**

**3.1 Compensation.** The FWCJUA shall pay to the Agency the compensation set forth in Section V hereof.

**3.2 Monthly Statement.** The FWCJUA shall forward to the Agency a monthly statement showing all producer fee transactions. The statement shall be issued by the 15th day of each calendar month and shall state the policies issued, insured's name, fees earned, and shall state the unearned fees due, if any, by policy number and insured name. The schedule shall be supplementary to the notice of cancellation or termination which shall serve as the notice to the Agency of the time and amount of unearned premium due. Any failure of the FWCJUA shall not relieve the Agency of any of its responsibilities under the Agreement.

**3.3 Inquiries.** The FWCJUA will communicate with Designated Producers and CSRs designated by the Agency when the Agency or a Designated Producer has questions concerning the risks it is placing with the FWCJUA, including premium remittances and producer fees. Notwithstanding this responsibility, the Agency's or a Designated Producer's inability to contact the FWCJUA with any inquiries shall not justify the Agency's or a Designated Producer's noncompliance with any of the requirements of this Agreement, or other rules or procedures incorporated by reference herein.

### **SECTION IV – TERM AND TERMINATION**

**4.1 Effective Date.** The effective date of this Agreement is the date indicated below in the signature block as completed by the FWCJUA (the "Effective Date"); provided, however, that the Agency and Designated Producer by execution of this Agreement hereby acknowledge and agree that the terms and conditions of this Agreement shall apply to any and all business submitted by the Agency to the FWCJUA prior to the Effective Date of this Agreement, where the policy effective dates of such business coincide with or are subsequent to the Effective Date of this Agreement, regardless of whether such business is submitted to the FWCJUA prior to execution of this Agreement by the Agency or Designated Producer. The FWCJUA will not accept applications for business under this Agreement where the policy effective dates of such business precede the Effective Date of this Agreement.

**4.2 Term.** This Agreement shall have a term of two (2) years, which shall commence on the Effective Date. The term of this Agreement shall automatically renew for successive two (2)-year periods upon the natural expiration of each two (2)-year period, and the Agreement shall continue in effect until the Agreement is terminated pursuant to Section 4.3 of this Agreement.

**4.3. Termination.** This Agreement shall automatically terminate immediately, without notice and without further action by the FWCJUA, upon the occurrence of any of the following events: (a) the dissolution of the FWCJUA, by operation of law or otherwise; (b) the loss, surrender, suspension, revocation, expiration or termination of the Agency's license or registration of all Agency locations with Designated Producers; or (c) 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 FWCJUA may, in its sole discretion, immediately terminate this Agreement upon the occurrence of any of the following events: (a) the Agency's or a Designated Producer's failure to comply with the FWCJUA Plan of Operation, including its Operations Manual; (b) the Agency's failure to have and maintain a Designated Producer in its employ for an Agency location; (c) 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; (d) failure to comply with policies or procedures adopted by the FWCJUA's Board of Governors; (e)

failure to comply with paragraphs 1.3 or 2.8 of this Agreement; (f) any material misrepresentation made in connection with FWCJUA business; (g) any material breach of this Agreement; (h) any violation of law; (i) 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 this Agreement or (j) demonstrated lack of competency, fitness or trustworthiness to act as an Agency or Designated Producer. If the Agency has multiple locations with Designated Producers, as listed in Exhibit A, the FWCJUA may, in its sole discretion, apply the termination of this Agreement as to any or all of the Agency locations. In the event the FWCJUA terminates this Agreement with respect to one or more, but not all, of the locations or Designated Producers of an Agency, the FWCJUA will provide written notice to the Agency of the particular locations or Designated Producers to which the termination applies.

In lieu of immediately terminating this Agreement, the FWCJUA may, in its sole discretion, immediately suspend the authorization of the Agency or its Designated Producers to submit business to the FWCJUA under paragraph 1.1 of this Agreement if the Agency or its Designated Producers fail to maintain or satisfy any requirement for eligibility to serve as an Agency or Designated Producer of the FWCJUA. The purpose of this suspension period is to allow the Agency or its Designated Producer to cure the breach of this Agreement and to demonstrate compliance with the FWCJUA's eligibility criteria. The FWCJUA may establish the period of suspension in its sole discretion. At the conclusion of the suspension period, this Agreement shall be terminated unless the Agency or its Designated Producers, as applicable, demonstrate to the FWCJUA's satisfaction compliance with the eligibility requirements of the FWCJUA. The FWCJUA will provide written notice to the Agency of the particular locations or Designated Producers to which the suspension applies.

The Agency may terminate this Agreement at any time by providing written notice to the FWCJUA.

**4.4 Use of FWCJUA's Name.** After termination of this Agreement pursuant to paragraph 4.3 above, neither the Agency nor a Designated Producer shall represent itself in any way as being associated with the FWCJUA and will not use the name of the FWCJUA on any applications, statements, correspondence or other documents or instruments or in any sales promotion materials, circulars, advertisements or otherwise.

**4.5 Producer Fees.** Neither the Agency nor a Designated Producer shall be entitled to receive the payment of any fees from the FWCJUA after termination of this Agreement; provided, however, that this shall not affect the Agency's right to receive fees which are fully earned prior to such termination.

## **SECTION V – COMPENSATION**

**5.1 Rate of Producer Fees.** The rate of fees payable to the Agency by the FWCJUA on business written by the FWCJUA shall be based upon standard premium exclusive of any surcharges and the flat fee, and shall be calculated in accordance with the "Agency Producer Fee Table" as the same may be approved from time to time by the FWCJUA Board of Governors ("the Board"). Until further action by the Board, the table included in the FWCJUA Operations Manual shall govern.

**5.2 Additional Fees and Charges.** Neither the Agency nor a Designated Producer shall charge fees or additional service charges, premium charges, charges for completing an application or any other charges which are not specifically authorized by the FWCJUA.

**5.3 Expenses.** The FWCJUA shall not be responsible for any expenses of the Agency and Designated Producers, including, without limitation, rent, transportation, salaries, license fees or taxes, occupational fees or taxes, collection fees, solicitors fees, postage and advertising.

## **SECTION VI – LIMITATIONS OF AUTHORITY**

**6.1 Bad Checks.** The Agency shall not issue checks, drafts, or similar negotiable or non-negotiable instruments if they will be returned unpaid due to insufficient funds in the Agency's account at the time they are issued or any time thereafter.

**6.2 Misrepresentation.** The Agency and Designated Producers will not provide any false, inaccurate or misleading information on applications or with respect to claims or other material matters submitted to the FWCJUA or any Service Provider. The Agency will be primarily responsible for misrepresentations on applications regardless of whether those misrepresentations originated with the applicant, the Agency, a

Designated Producer or CSR. The errors and omissions coverage maintained by each Agency shall provide for, but not be limited to, indemnification of the FWCJUA for any amounts paid to or on behalf of an insured which would not have been paid absent the misrepresentation.

**6.3 Apparent Agency.** During the term of this Agreement and after its termination, neither the Agency nor a Designated Producer will hold itself out or represent itself to be an agent or representative of the FWCJUA or any Service Provider.

**6.4. Certificates of Insurance.** Neither the Agency nor a Designated Producer shall issue FWCJUA certificates of insurance outside the Certificate of Insurance issuance system located on the FWCJUA's website, [www.fwcjua.com](http://www.fwcjua.com), without the prior written consent of the FWCJUA or its Service Provider. The only party authorized by the FWCJUA with the discretionary power to issue certificates of insurance outside the FWCJUA's Certificate of Insurance issuance system is its Service Provider. The Agency and Designated Producers shall only be given permission to issue a certificate of insurance outside the FWCJUA's Certificate of Insurance issuance system, if at all, on an individual case-specific basis.

Further, the FWCJUA may take disciplinary action against the Agency or a Designated Producer for altering certificates of insurance generated through the FWCJUA's Certificate of Insurance issuance system and for issuing certificates of insurance outside the FWCJUA's Certificate of Insurance issuance system without the advance authorization of the FWCJUA or its Service Provider, including suspension or revocation of either the Agency's privilege to submit business to the FWCJUA or the Designated Producer's privilege to transact business related to the FWCJUA. The Agency or a Designated Producer shall utilize the Certificate of Insurance issuance system located on the FWCJUA's website, [www.fwcjua.com](http://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 with extraordinary remarks will be issued by the 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 Agency or a Designated Producer must contact the Service Provider to request permission to issue a specific certificate of insurance outside the FWCJUA's Certificate of Insurance issuance system. The Service Provider has the authority to decide whether to permit the Agency or a Designated Producer to issue the specific certificate of insurance outside the FWCJUA's Certificate of Insurance issuance system.

**6.5 Producer Notarization Prohibition.** Pursuant to Florida Statutes Section 117.107(12), a notary public may not notarize a signature on a document if the notary public has a financial interest in or is a party to the underlying transaction. Therefore, the FWCJUA will not accept any document which has been notarized by a Designated Producer identified or required to be identified in Exhibit A to this Agreement or by an owner identified or required to be identified in Exhibit B to this Agreement.

## **SECTION VII – FINANCED PREMIUMS**

When the Agency or a Designated Producer has assisted or arranged for an applicant to finance premiums through a finance company, the financed premiums are to be handled in accordance with this Agreement and the requirements of the FWCJUA Plan of Operation.

## **SECTION VIII – GENERAL PROVISIONS**

**8.1 Transfer; Assignment.** This Agreement shall not be transferred, assigned or pledged by the Agency or a Designated Producer without the prior written consent of the FWCJUA.

**8.2 Independent Contractor.** The Agency and Designated Producers are independent contractors and nothing contained herein shall be construed to create the relationship of employer and employee, partnership, agency, or joint venture between the FWCJUA or any Service Provider and the Agency or Designated Producers.

**8.3 Entire Agreement.** This Agreement shall supersede all prior agreements between the parties hereto and, together with the FWCJUA Plan of Operation, constitutes the sole and entire agreement between the parties. There is and there can be no other verbal or written contract, agreement, understanding or custom whereby the terms of this Agreement have been or can be affected, changed, varied, modified, interpreted, construed or waived in any manner whatsoever unless set forth in writing by the FWCJUA and the Agency and the Designated Producers, except as otherwise provided in this Agreement.

**8.4 Notice.** Except as otherwise provided in this Agreement, all notices hereunder shall be given by registered or certified mail, express mail, or overnight courier, to the following:

If to the FWCJUA:

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If to the Agency:

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In lieu of or in addition to the foregoing method of notification, the FWCJUA may elect to provide notices to the Agency or its Designated Producers via electronic mail. The Agency and its Designated Producers are responsible for providing current and valid electronic mail addresses to the FWCJUA and for notifying the FWCJUA of any changes to such electronic mail addresses.

**8.5 Waiver of Default.** The failure of the FWCJUA to take any action respecting a default by the Agency or a Designated Producer shall not be deemed to constitute a waiver of a subsequent default or an amendment to this Agreement. Delay by the FWCJUA in taking any action respecting such default shall not constitute a waiver of that default.

**8.6 Advertisements; Prior Review.** Neither the Agency nor a Designated Producer shall include the FWCJUA name, logo, or acronym on any written material or in any broadcast without the prior approval therefor by the FWCJUA.

**8.7 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to the principles of conflicts of law) applicable to a contract executed and to be performed in this state.

**8.8 Venue.** In any proceeding involving the enforcement or interpretation of this Agreement, or related to any other dispute between the FWCJUA and the Agency or a Designated Producer, venue shall be in Sarasota County, Florida.

**8.9 Headings, etc.** The headings used in this Agreement have been inserted for convenience only, and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context otherwise requires, (a) words of any gender will be deemed to include the other gender; (b) words using the singular or plural form will also include the plural or singular form, respectively; (c) the terms "hereof," "herein," "hereby," and derivative or similar words will refer to this entire Agreement; and (d) the conjunction "or" will denote anyone or more, or any combination or all, of the specified items or matters involved in the respective lists.

**8.10 Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Agreement would not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and (d) in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

**8.11 Execution in Counterparts.** This Agreement, including Exhibit A, may be executed in one or more counterparts by facsimile transmission. This form of execution shall constitute an original execution of this Agreement by each of the parties hereto. Each party hereto shall execute an original version of this Agreement as soon as is practicable, such original version to replace the facsimile version.

**8.12 Construction and Interpretation.** This Agreement shall not be more strictly construed or interpreted against the party which prepared this Agreement.

**8.13 Amendments.** This Agreement may be amended by the FWCJUA at any time by providing written notice of such amendment to the Agency and its Designated Producers at least thirty (30) calendar days' in advance of the effective date of the amendment. 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 this 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 this Agreement shall become effective on the date specified in the notice of amendment. In lieu of this amendment process, the FWCJUA in its discretion may elect to require certain amendments to this Agreement to be executed by the Agency and its 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 or its Designated Producers prior to the effective date of the proposed amendment, then this Agreement shall automatically terminate as of the effective date of the proposed amendment.

### **SECTION IX – AGENCY OWNERSHIP & MANAGEMENT**

The Agency shall list in Exhibit B attached hereto and made a part hereof by reference the identity of all Agency officers, senior managers, directors, partners, and any persons who own or have the right to control 10 percent or more of the voting shares or other voting ownership interests of the Agency, including any or all of the Agency locations listed in Exhibit A. The Agency shall notify the FWCJUA in writing of any changes in the information listed in Exhibit B, including, but not limited to, any changes with respect to the addition or deletion of Agency officers, senior managers, directors, partners, or any person who owns or has the right to control 10 percent or more of the voting shares or other voting ownership interests of the Agency. Such notice shall be provided by the Agency to the FWCJUA prior to the change whenever practicable, but in no event shall such notice be provided to the FWCJUA later than ten (10) calendar days after such change occurs.

IN WITNESS WHEREOF, the Agency and the FWCJUA have signed this Agreement on the date first written above.

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

\_\_\_\_\_  
(Agency Name)

By: \_\_\_\_\_  
(Authorized FWCJUA Representative's Signature)

\_\_\_\_\_  
(Authorized Agency Principal's Signature)

Name: \_\_\_\_\_  
(Authorized FWCJUA Representative's Name)

\_\_\_\_\_  
(Print Authorized Agency Principal's Name)

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

\_\_\_\_\_  
(Authorized Agency Principal's Email Address)

Effective Date: \_\_\_\_\_  
(To be completed by FWCJUA)

\_\_\_\_\_  
(Agency FEIN Number)

**Agency Producer Agreement  
Exhibit A**

**AGENCY LOCATIONS, DESIGNATED PRODUCERS AND  
CUSTOMER SERVICE REPRESENTATIVES ADDENDUM**

I \_\_\_\_\_ (Name of Authorized Agency Principal) certify on behalf of \_\_\_\_\_ (Agency Name) that (i) the following Agency locations constitute all of the Agency's locations, (ii) all of the Agency's locations are duly licensed or registered (copies attached) by the Florida Department of Financial Services (the "Department"); (iii) the Designated Producers, if any, listed for each Agency location are individuals licensed by the Department as general lines insurance agents (copy attached) with at least one qualifying appointment; (iv) the CSRs, if any, listed for each Agency Location are duly licensed by the Department (copy attached), are employees of the Agency working under the direct supervision of a Designated Producer, and are authorized by the Agency to transact business related to the FWCJUA.

By executing this Exhibit A, each Designated Producer hereby expressly acknowledges and agrees that he or she has received a complete copy of the Agency Producer Agreement to which this Exhibit A is attached, and such Designated Producer agrees to be bound by the terms of the Agreement.

A separate Exhibit A should be completed and attached to the Agreement for each Agency location, and additional copies of Exhibit A may be copied as necessary to list additional Designated Producers and CSRs if additional space is needed. If an Agency location has no Designated Producer, the Agency should indicate "none" in the first blank provided for the Designated Producer's name.

**AGENCY LOCATION INFORMATION:**

\_\_\_\_\_  
Agency Name (including d/b/a if applicable)

\_\_\_\_\_  
Agency Location Address

\_\_\_\_\_  
Agency Location Telephone Number

\_\_\_\_\_  
Agency License or Registration Number

\_\_\_\_\_  
Name of Agent-In-Charge

**DESIGNATED PRODUCERS AT AGENCY LOCATION:**

1) _____ (Print Designated Producer Name)	_____ (License number)	_____ (Florida WC Insurer Appointment)
_____ (Producer Signature)	_____ (Phone Number)	_____ (E-mail Address)
2) _____ (Print Designated Producer Name)	_____ (License number)	_____ (Florida WC Insurer Appointment)
_____ (Producer Signature)	_____ (Phone Number)	_____ (E-mail Address)
3) _____ (Print Designated Producer Name)	_____ (License number)	_____ (Florida WC Insurer Appointment)
_____ (Producer Signature)	_____ (Phone Number)	_____ (E-mail Address)

**Continued on next page**



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## Agency Producer Agreement Exhibit A

### DESIGNATED PRODUCERS AT AGENCY LOCATION (Continued):

4)	_____	_____	_____
	(Print Designated Producer Name)	(License number)	(Florida WC Insurer Appointment)
	_____	_____	_____
	(Producer Signature)	(Phone Number)	(E-mail Address)
5)	_____	_____	_____
	(Print Designated Producer Name)	(License number)	(Florida WC Insurer Appointment)
	_____	_____	_____
	(Producer Signature)	(Phone Number)	(E-mail Address)
6)	_____	_____	_____
	(Print Designated Producer Name)	(License number)	(Florida WC Insurer Appointment)
	_____	_____	_____
	(Producer Signature)	(Phone Number)	(E-mail Address)
7)	_____	_____	_____
	(Print Designated Producer Name)	(License number)	(Florida WC Insurer Appointment)
	_____	_____	_____
	(Producer Signature)	(Phone Number)	(E-mail Address)

### CUSTOMER SERVICE REPRESENTATIVES:

1)	_____	_____	_____
	(Print CSR Name)	(License number)	(Name of Supervising Designated Producer)
	_____	_____	_____
	(Phone Number)	(E-mail Address)	
2)	_____	_____	_____
	(Print CSR Name)	(License number)	(Name of Supervising Designated Producer)
	_____	_____	_____
	(Phone Number)	(E-mail Address)	
3)	_____	_____	_____
	(Print CSR Name)	(License number)	(Name of Supervising Designated Producer)
	_____	_____	_____
	(Phone Number)	(E-mail Address)	
4)	_____	_____	_____
	(Print CSR Name)	(License number)	(Name of Supervising Designated Producer)
	_____	_____	_____
	(Phone Number)	(E-mail Address)	
5)	_____	_____	_____
	(Print CSR Name)	(License number)	(Name of Supervising Designated Producer)
	_____	_____	_____
	(Phone Number)	(E-mail Address)	

ATTACH ADDITIONAL PAGES AS NEEDED

**Agency Producer Agreement  
Exhibit B**

**AGENCY OFFICERS, SENIOR MANAGERS, DIRECTORS, PARTNERS, AND CONTROLLING  
PERSONS ADDENDUM**

I \_\_\_\_\_ (Name of Authorized Agency Principal) certify on behalf of \_\_\_\_\_ (Agency Name) that the following persons constitute all of the Agency officers, senior managers, directors, partners, and any persons who own or have the right to control 10 percent or more of the voting shares or other voting ownership interests of the Agency, including any and all of the Agency locations listed in Exhibit A of the Agreement.

<b>Name</b> <i>(Last, First, and Middle)</i>	<b>Title/Relationship</b>	<b>Ownership Percent</b>

**Agency Producer Agreement  
Addendum to Exhibit A**

**AGENCY LOCATIONS, DESIGNATED PRODUCERS AND  
CUSTOMER SERVICE REPRESENTATIVES ADDENDUM**

I \_\_\_\_\_ (Name of Authorized Agency Principal) certify on behalf of \_\_\_\_\_ (Agency Name) that (i) the Designated Producer(s), being added to this previously authorized Agency location is an individual(s) licensed by the Department as a general lines insurance agent (copy attached) with at least one qualifying appointment and (ii) the CSR(s), being added is duly licensed by the Department (copy attached), is an employee(s) of the Agency working under the direct supervision of a Designated Producer, and is authorized by the Agency to transact business related to the FWCJUA.

By executing this Addendum to Exhibit A, each Designated Producer hereby expressly acknowledges and agrees that he or she has received a complete copy of the Agency Producer Agreement to which this Addendum to Exhibit A is attached, and such Designated Producer agrees to be bound by the terms of the Agreement.

A separate Addendum to Exhibit A should be completed and attached to the Agreement for each Agency location, and additional copies of Addendum to Exhibit A may be copied as necessary to list additional Designated Producers and CSRs if additional space is needed.

Designated Producers and CSRs may be added or deleted by marking the appropriate check-box and including the date of the change. A Designated Producer only needs to sign this form if he or she is being added; no Designated Producer signature is required for a deletion.

**AGENCY LOCATION INFORMATION:**

\_\_\_\_\_  
Agency Name (including d/b/a if applicable)

\_\_\_\_\_  
Agency Location Address

\_\_\_\_\_  
Agency Location Telephone Number

\_\_\_\_\_  
Agency License or Registration Number

\_\_\_\_\_  
Name of Agent-In-Charge

**DESIGNATED PRODUCERS AT AGENCY LOCATION:**

1) \_\_\_\_ Add or \_\_\_\_ Delete

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Designated Producer Name)

\_\_\_\_\_  
(License number)

\_\_\_\_\_  
(Florida WC Insurer Appointment)

\_\_\_\_\_  
(Producer Signature)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail Address)

2) \_\_\_\_ Add or \_\_\_\_ Delete

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Producer Name)

\_\_\_\_\_  
(License number)

\_\_\_\_\_  
(Florida WC Insurer Appointment)

\_\_\_\_\_  
(Producer Signature)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail Address)

**ATTACH ADDITIONAL PAGES AS NEEDED**

3) \_\_\_\_\_ Add or \_\_\_\_\_ Delete

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Designated Producer Name)

\_\_\_\_\_  
(License number)

\_\_\_\_\_  
(Florida WC Insurer Appointment)

\_\_\_\_\_  
(Producer Signature)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail Address)

### CUSTOMER SERVICE REPRESENTATIVES:

1) \_\_\_\_\_ Add or \_\_\_\_\_ Delete

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print CSR Name)

\_\_\_\_\_  
(License number)

\_\_\_\_\_  
(Name of Supervising Designated Producer)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail Address)

2) \_\_\_\_\_ Add or \_\_\_\_\_ Delete

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print CSR Name)

\_\_\_\_\_  
(License number)

\_\_\_\_\_  
(Name of Supervising Designated Producer)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail Address)

3) \_\_\_\_\_ Add or \_\_\_\_\_ Delete

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print CSR Name)

\_\_\_\_\_  
(License number)

\_\_\_\_\_  
(Name of Supervising Designated Producer)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(E-mail Address)

### FLORIDA WORKERS' COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

By: \_\_\_\_\_  
(Authorized FWCJUA Representative's Signature)

\_\_\_\_\_  
(Authorized Agency Principal's Signature)

Name: \_\_\_\_\_  
(Authorized FWCJUA Representative's Name)

\_\_\_\_\_  
(Print Authorized Agency Principal's Name)

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

\_\_\_\_\_  
(Agency FEIN Number)

Effective Date: \_\_\_\_\_  
(To be completed by FWCJUA)

ATTACH ADDITIONAL PAGES AS NEEDED

<b>ACORD™</b>		<b>FLORIDA WORKERS COMPENSATION MONTHLY CHANGE SHEET</b>			DATE
PRODUCER		COMPANY		UNDERWRITER	
		APPLICANT NAME (as shown on original application)			
		POLICY NUMBER		EFFECTIVE DATE	EXPIRATION DATE

**INSURANCE**

	COMPANY (NAME AND ADDRESS) THIS SECTION WILL FIT IN A WINDOW ENVELOPE	
<b>THE FLORIDA RULES REQUIRE THAT AN EMPLOYER UPDATE AN APPLICATION MONTHLY TO REFLECT ANY CHANGE.</b>		
FOLD LINE FOR WINDOW ENVELOPE		

**APPLICANT NAME (Enter new name)**

--

**MAILING ADDRESS (Enter new address including zip code)**

--

**LOCATIONS (If applicant is an employee leasing company, the client's company name should be included with the address)**

CHANGE	LEASING COMPANY	LOC #	STREET, CITY, STATE, ZIP CODE
<input type="checkbox"/> ADD	<input type="checkbox"/> YES		
<input type="checkbox"/> DELETE	<input type="checkbox"/> NO		
<input type="checkbox"/> ADD	<input type="checkbox"/> YES		
<input type="checkbox"/> DELETE	<input type="checkbox"/> NO		
<input type="checkbox"/> ADD	<input type="checkbox"/> YES		
<input type="checkbox"/> DELETE	<input type="checkbox"/> NO		
<input type="checkbox"/> ADD	<input type="checkbox"/> YES		
<input type="checkbox"/> DELETE	<input type="checkbox"/> NO		
<input type="checkbox"/> ADD	<input type="checkbox"/> YES		
<input type="checkbox"/> DELETE	<input type="checkbox"/> NO		
<input type="checkbox"/> ADD	<input type="checkbox"/> YES		
<input type="checkbox"/> DELETE	<input type="checkbox"/> NO		

**RATING INFORMATION**

CHANGE	STREET, CITY, STATE	LOC #	CLASS CODE	COMPANY USE	CATEGORIES, DUTIES, CLASSIFICATIONS	NO. OF EM- PLOYEES	EST REMUNER FOR PRESENT POLICY PERIOD
<input type="checkbox"/> ADD							
<input type="checkbox"/> DELETE							
<input type="checkbox"/> CHANGE							
<input type="checkbox"/> ADD							
<input type="checkbox"/> DELETE							
<input type="checkbox"/> CHANGE							
<input type="checkbox"/> ADD							
<input type="checkbox"/> DELETE							
<input type="checkbox"/> CHANGE							
REMARKS							

# INDIVIDUALS INCLUDED/EXCLUDED

PARTNERS, OFFICERS, RELATIVES TO BE INCLUDED OR EXCLUDED (Remuneration to be included must be part of rating information section.)								
CHANGE	NAME	DATE OF BIRTH	TITLE/RELATIONSHIP	OWNER-SHIP %	DUTIES	INC/EXC	CLASS CODE	RE-MUNERATION
<input type="checkbox"/> ADD								
<input type="checkbox"/> DELETE								
<input type="checkbox"/> CHANGE								
<input type="checkbox"/> ADD								
<input type="checkbox"/> DELETE								
<input type="checkbox"/> CHANGE								
<input type="checkbox"/> ADD								
<input type="checkbox"/> DELETE								
<input type="checkbox"/> CHANGE								
<input type="checkbox"/> ADD								
<input type="checkbox"/> DELETE								
<input type="checkbox"/> CHANGE								

EMPLOYEES NAMES		Check if additional employee names are attached	
CHANGE	NAME	CHANGE	NAME
<input type="checkbox"/> ADD		<input type="checkbox"/> ADD	
<input type="checkbox"/> DELETE		<input type="checkbox"/> DELETE	
<input type="checkbox"/> CHANGE		<input type="checkbox"/> CHANGE	
<input type="checkbox"/> ADD		<input type="checkbox"/> ADD	
<input type="checkbox"/> DELETE		<input type="checkbox"/> DELETE	
<input type="checkbox"/> CHANGE		<input type="checkbox"/> CHANGE	
<input type="checkbox"/> ADD		<input type="checkbox"/> ADD	
<input type="checkbox"/> DELETE		<input type="checkbox"/> DELETE	
<input type="checkbox"/> CHANGE		<input type="checkbox"/> CHANGE	

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS (Please provide comments on changes in operations and the reason for the changes)
GIVE COMMENTS AND DESCRIPTIONS OF BUSINESS, OPERATIONS AND PRODUCTS: MANUFACTURING—RAW MATERIALS, PROCESSES, PRODUCT, EQUIPMENT, CONTRACTOR—TYPE OF WORK, SUB-CONTRACTS. MERCANTILE—MERCHANDISE, CUSTOMERS, DELIVERIES. SERVICE— TYPE, LOCATION, FARM—ACREAGE, ANIMALS, MACHINERY, SUB-CONTRACTS.

--

REMARKS

<p>I understand that as the employer,</p> <p>I must update the application monthly to reflect any change in the required application information;</p> <p>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 Worker's Compensation coverage it is a felony of the third degree;</p> <p>I shall submit to the carrier, a copy of the quarterly earnings report and self-audits supported by the quarterly earnings reports, as required by chapter 443, at the end of each quarter. If I omit the name of an employee from this quarterly earnings report, Florida statutes state that I will remain liable and will reimburse the carrier for any worker's compensation benefits paid to this omitted employee;</p> <p>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 carrier to defray the cost of the audits;</p> <p>If I intentionally 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 shall pay the carrier, in addition to any additional premium due resulting from an audit, a penalty of 10 times the amount of the difference in premium paid and the amount I should have paid, and reasonable attorney's fees.</p> <p>I hereby swear that the information contained in this application is accurate and acknowledge that I have read the above statements.</p>
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APPLICANT'S SIGNATURE	PRODUCER'S SIGNATURE
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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:

- |   |  |
|---|--|
| <input type="checkbox"/> Job applicant        | <input type="checkbox"/> Routine fitness for duty                            |
| <input type="checkbox"/> Reasonable suspicion | <input type="checkbox"/> Follow-up testing to<br>Employee Assistance Program |

**Notice of Employer's Drug Testing Policy:**

- |  |  |
|--|--|
| <input type="checkbox"/> Copy to all employees prior to testing        | <input type="checkbox"/> Show notice of drug testing on vacancy announcements  |
| <input type="checkbox"/> Posted on employer's premises                 | <input type="checkbox"/> Copies available in personnel office or other suitable locations                                  |
| <input type="checkbox"/> Copy to job applicants prior to testing       | <input type="checkbox"/> No notice required because the employer had a drug testing program in place prior to July 1, 1990 |
| <input type="checkbox"/> General notice given 60 days prior to testing |  |

**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 is guilty of a felony of the third degree.

_____ Employer Name	_____ Date	_____ Officer/Owner Signature*
		_____ Title

\* Application must be signed by an officer or owner.

THE ABOVE SIGNED CERTIFIES THAT THIS INFORMATION IS A TRUE AND FACTUAL DEPICTION OF THEIR CURRENT PROGRAM.

_____ Notary Public's Signature (NC3010) Form 09-1	_____ Date	_____ Expiration of Commission
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Revised 7/04



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 that 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 | 5) First aid                |
| 2) Safety inspections                     | 6) Accident investigation   |
| 3) Preventative maintenance               | 7) Necessary record keeping |
| 4) Safety training                        |                             |

The workplace safety program and application I am submitting for the purpose of obtaining a premium credit do not contain any misleading or untrue information. 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.

I am aware that if I knowingly and willfully falsify or conceal a material fact, make a false, fictitious or fraudulent statement or representation; or make or use any false document knowing the document to contain any false, fictitious or fraudulent entry or statement to my carrier of workers compensation insurance under Section 442, Florida Statutes, I will be guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and will be subject further to a penalty in the amount of \$500 a day, not to exceed \$50,000 for each occurrence; and

I am also aware that if I, in any matter within the jurisdiction of the division, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent entry, that I commit a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes. Moreover, I understand that an employer who commits such an act will be subject further to a penalty in the amount of \$500 a day, not to exceed \$50,000 for each occurrence.

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 is guilty of a felony of the third degree.

_____	State of Florida
(Signature)	County of _____
	Sworn to, or affirmed, and subscribed before me
	this _____ day of _____
_____	20____, by _____
(Print Name and Title)	
_____	_____
(Date)	(Signature of Notary)
	_____
	(Expiration Date and Number)

(NC3011)  
Form SAFETY 09-3

FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.

**PAYROLL SERVICE WITH PREMIUM WITHHOLDING AGREEMENT (FWCJUA 04 04)**

This document supplements your ACORD 130 FL Application and the Addendum (ACORD 133 FL). Its content is considered a part of, and is incorporated by reference into, any workers' compensation and employer's liability insurance policy issued by the FWCJUA. The FWCJUA will issue your insurance policy through a service provider, if you are determined to be eligible for coverage.

The FWCJUA requires you to execute a Paychex® Florida Workers' Compensation JUA Payment Service Agreement and a Paychex Service Agreement electing, at a minimum, Taxpay® (includes SUI Support Service) at your sole expense within 14 calendar days of coverage being bound by the FWCJUA in order to qualify for the modified deposit and advance premium requirements. The FWCJUA further requires you to maintain these two agreements with Paychex in good standing throughout your policy period with failure to do so resulting in cancellation of your policy. The FWCJUA further requires you to release certain employment and wage information maintained by Paychex pursuant to the two aforementioned agreements. By entering into this policy, you consent to timely execute these two agreements as required with Paychex at your sole expense and to maintain these two agreements in good standing with Paychex throughout the policy period. You further consent to the release of the information to the FWCJUA and its authorized service providers.

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PRECEDING STATEMENTS, AND CONSENT TO THE REQUIREMENT TO EXECUTE A PAYCHEX FLORIDA WORKERS' COMPENSATION JUA PAYMENT SERVICE AGREEMENT AND A PAYCHEX SERVICE AGREEMENT ELECTING, AT A MINIMUM, TAXPAY (INCLUDES SUI SUPPORT SERVICE) AT MY SOLE EXPENSE WITHIN FOURTEEN CALENDAR DAYS OF COVERAGE BEING BOUND BY THE FWCJUA. I FURTHER CONSENT TO MAINTAIN BOTH OF THESE SAID AGREEMENTS WITH PAYCHEX IN GOOD STANDING THROUGHOUT MY POLICY PERIOD. I UNDERSTAND AND AGREE THAT MY FAILURE TO EXECUTE AND MAINTAIN IN GOOD STANDING THESE TWO SAID AGREEMENTS WITH PAYCHEX SHALL RESULT IN THE CANCELLATION OF MY POLICY. I FURTHER CONSENT TO THE RELEASE OF THE INFORMATION MAINTAINED BY PAYCHEX PURSUANT TO THE TWO AGREEMENTS I AM REQUIRED TO EXECUTE WITH PAYCHEX (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 RECEIVED BY PAYCHEX FOR ANY TAX/WAGE REPORTING PERIOD BEGINNING ON THE DATE OF THIS AGREEMENT, AS WELL AS TO ALL INFORMATION WHICH IS RECEIVED IN THE FUTURE BY PAYCHEX FOR ANY TAX/WAGE REPORTING PERIOD WHICH COINCIDES WITH THE PERIOD OF THE POLICY OR ANY RENEWAL THEREOF. THE FWCJUA AND ITS AUTHORIZED SERVICE PROVIDERS SHALL HAVE ACCESS TO THE INFORMATION BEGINNING ON THE DATE OF THIS AGREEMENT AND ENDING THREE YEARS AFTER EXPIRATION OF THE POLICY OR ANY RENEWAL THEREOF.

\_\_\_\_\_  
Applicant's /Employer's Name (Print)

\_\_\_\_\_  
Applicant's / Employer's Signature  
(Must be an owner, member of the LCC, partner or officer)

\_\_\_\_\_  
Applicant's Federal Employer  
Number (FEIN)

\_\_\_\_\_  
Print Name & Title of Representative Signing Identification  
Above on Behalf of Applicant /Employer

\_\_\_\_\_  
Applicant's Unemployment Compensation  
Account Number

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)

--- end of document ---

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