



Florida Workers Compensation Joint Underwriting Association, Inc.

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AUTHORIZED AGENCIES & DESIGNATED PRODUCERS BULLETIN 19-25

TO: FWCJUA Authorized Agencies & Designated Producers
FROM: Michael Cleary, Operations Manager
DATE: December 12, 2019
RE: **AMENDMENTS TO FWCJUA AGENCY PRODUCER AGREEMENT EFFECTIVE
JANUARY 15, 2020**

This bulletin serves to notify all authorized Agencies and Designated Producers pursuant to Section VIII, 8.13 of the FWCJUA Agency Producer Agreement of the following amendments to the Agency Producer Agreement effective January 15, 2020. The Agency Producer Agreement is being revised to address various issues that have arisen recently, incorporate changes to the Operations Manual, and include certain terms and conditions typically found in market agency agreements.

- 1. Section 1.1** – Revised to require each agency to provide not only the name of the agent-in-charge, but also the Florida license number of such individual. In addition, the agreement makes clear that this information is required for each agency location.
- 2. Section 1.3** – Revised to address recent issues regarding the “diligent effort” requirement. This section incorporates requirements set forth in various bulletins, including: (1) the requirement to maintain proper documentation to evidence that a diligent effort to place the insured in the voluntary market was made; (2) the definition of “diligent effort”, and (3) the requirement that such diligent effort be made not only at time of application, but also upon annual renewals.
- 3. Section 1.4** – Revised to incorporate recent Operation Manual revisions regarding conditions on obtaining and maintaining authorization with the FWCJUA. Specifically, section 1.4 makes it clear that the agency, designated producers, and affiliated persons to the agency may not obtain authorization if they have outstanding obligations to the FWCJUA or an admitted carrier. This change addresses issues in which an insured (or affiliated person) that also owns an agency that solicits policies for the FWCJUA cannot maintain its authorization until such insured satisfies its outstanding obligations to the FWCJUA.
 - In addition, Section 1.4 requires that each agency provide the FWCJUA certain information to ensure it or its affiliated persons do not owe the FWCJUA or admitted insurer funds related to a workers’ compensation policy.
- 4. Section 2.1** – Revised to expand the types of information, guidelines, etc. that an agency must abide by to retain its authority. We have added bulletins and the “Important Need to Knows” to the documents the agency must abide by. This is further incorporated in section 4.3, which allows the FWCJUA to terminate the agreement immediately for certain reasons, including failing to abide by FWCJUA rules and regulations.

BOARD OF GOVERNORS: Charlie Clary, *Chair*; Claude Revels, *Vice Chair*; Tasha Carter; Debra Cerre-Ruedisili; Rob deViere; Cynthia Howard; Robert Moore; Rick Piedra; James Ward

5. **Section 2.8** – Revised to incorporate current FWCJUA policy to require errors and omission proof of coverage to be prepared directly by the issuing insurer or the agency’s broker of record. Expressly prohibits the applicant agency from issuing its own certificate of insurance.
6. **Section 3.1** – Revised to allow the FWCJUA to offset compensation owed to the agency against amounts owed to the FWCJUA. This addition was intended to make the agreement more market.
7. **Section 4.3.** – Expands the reasons for termination as follows
 - The agreement shall automatically terminate if the agency, designated producer, or affiliated person has an outstanding obligation to the FWCJUA and such obligation is not cured within 15 days’ notice to the FWCJUA.
 - The agreement shall automatically terminate if there is a change in 50% or more of the control of the agency.
 - The FWCJUA may terminate if a change in control of more than 10% of the voting interest of the agency occurs and the agency fails to provide notice of such change to the FWCJUA within a specified time period.
 - The FWCJUA may terminate if the producer fails to comply with all FWCJUA bulletins, memoranda and other guidance, or it fails to provide certain information to the FWCJUA.
 - Allows the FWCJUA a without cause termination right. This is primarily for situations where the agency is inactive for more than 2 years.
8. **Section VIII** – Added “members” to the list of individuals and entities that must be disclosed as having an ownership interest in the agency.
9. **Section IX** – Adds an agent-in-charge acknowledgment stating that the agent-in-charge has read and understands the agreement and all requirements to maintain authority. The agent-in-charge will be required to sign the acknowledgement.
10. **Section 10.4** – Expands the ability to provide notice via electronic mail or other electronic means. Also requires each agent in charge, officer, director, and designate producer to provide a valid email address.

Attached for your reference is a mark-up copy of the Agreement identifying the changes that are being made with new information to be added indicated in underline with **yellow highlight** and information to be deleted indicated in “~~strike-through~~” with **yellow highlight**.

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.

The revised FWCJUA Agency Producer Agreement will be available on the website within the next several weeks under the “*Forms & Endorsements*” link. Should you have any questions concerning the above-referenced revisions, please contact our office at (941) 378-7400 or send an email to the FWCJUA at agency@fwcjua.com.

Attachment

AGENCY PRODUCER AGREEMENT

This Agency Producer Agreement (the "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 which consists of the FWCJUA's Articles of Incorporation, Bylaws, as amended from time to time, and the Operations Manual (the "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 and Florida license number of the Agent-In-Charge of each Agency location;** (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 **sole** 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, **and shall maintain, as part of each of its files, documentation evidencing the diligent effort taken to write workers compensation and employers liability in the voluntary market during the term** FWCJUA-APA-09440120

hereof. A "diligent effort" requires that the employer's application be submitted to and rejected by at least two non-affiliated workers' compensation insurers in the voluntary market, that write workers compensation insurance in the employer's classification code, specifically including, where applicable, the current insurer, within sixty (60) calendar days of submission of the initial application for coverage to the FWCJUA and at each annual renewal thereafter.

1.4 Outstanding Obligations. As a condition for obtaining and maintaining authorization to submit business to the FWCJUA, the Agency, Designated Producer, and any Affiliated Person to the Agency or Designated person shall not have any outstanding obligations for workers' compensation on previous insurance or indebtedness to the FWCJUA or any admitted carrier in the state of Florida. For purposes of this section 1.4, the term "Affiliated Person" of another person means:

- a) The spouse of such other natural person;
- b) Any person who directly or indirectly owns or controls, or holds with the power to vote, ten percent (10%) or more of the outstanding voting securities of such other person;
- c) Any person who directly or indirectly owns ten percent (10%) 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;
- d) Any person or group of persons who directly or indirectly control, are controlled by, or are under common control with such other person;
- e) 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 persons; or
- f) Any person who has an officer, director, trustee, partner, or joint venturer in common with such other person

Upon request of the FWCJUA, and on no less than an annual basis, the Agency shall provide any and all information requested by the FWCJUA that the FWCJUA, in its sole discretion, deems necessary to determine the identity of each "Affiliated Person", including, but not limited to: (1) the name, title, and social security number of each officer and director of the Agency, (2) the name and social security number/tax identification number of every person or entity owning ten percent (10%) or more of the outstanding voting securities of the Agency; and (3) an organizational chart detailing the ownership (including percentages) of the Agency and each direct parent thereof up through the ultimate controlling person.

SECTION II – DUTIES OF THE AGENCY & DESIGNATED PRODUCERS

2.1. Compliance with FWCJUA Guidelines. The Agency and Designated Producers shall abide by (1) the FWCJUA Plan of Operation, as amended from time to time; (2) all FWCJUA bulletins or informational memoranda, including its Articles of Incorporation, the Bylaws, and the Operations Manual; the FWCJUA Agency Authorization "Important Need to Knows"; and (3) any other rules or rule interpretations issued by the FWCJUA. 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. 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 **by the Insurer or the Agency's broker of record** 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. **For the avoidance of doubt, all certificates of insurance must be issued directly by the insurer issuing the coverage or the Agency's broker of record and certificates of insurance issued by the Agency shall not be valid proof of coverage.** 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. **To the extent the FWCJUA is owed payment by the Agency, FWCJUA shall be permitted to offset compensation owed to the Agency against any such amounts owed to it before remitting payment.**

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 FWCJUA-APA-**09440120**

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; ~~(d) The Agency, Designated Person, or Affiliated Person has an outstanding obligation in breach of section 1.4 hereof and fails to cure such outstanding obligation within thirty (30) days after receiving notice of such outstanding obligation from the FWCJUA; or (e) (i) a sale of all or substantially all the assets of the Agency, (ii) a merger or consolidation in which at least fifty percent (50%) of the voting shares or other voting ownership interests of the Agency changes or (iii) an acquisition by any person or entity of at least fifty percent (50%) of the voting shares or other voting ownership interests of the Agency.~~

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 failure to provide notice, in writing, to the FWCJUA of any~~ change of control of ~~40-at least ten~~ percent (10%) or more of the Agency's voting shares or other voting ownership interests, ~~if the FWCJUA determines that within thirty (30) days of~~ 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; ~~(k) failure to comply with any and all FWCJUA Bulletins, Informational Memorandum, Agency Authorization "Important Need to Knows" or any other rule or guidance issued by the FWCJUA; (l) the Agency fails to provide all information requested by the FWCJUA related to Affiliated Persons pursuant to section 1.4 hereof.~~ 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 FWCJUA-APA-[99440120](#)

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 **or the FWCJUA** may terminate this Agreement at any time by providing **thirty (30) days** written notice to the **FWCJUA, other party**.

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, 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 the Agency or Designated Producer provides written notice to the FWCJUA. FWCJUA-APA-09440120

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, 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~~ – 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, **members** and any persons who own or have the right to control ~~10~~ **ten** percent **(10%)** 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, **members** or any person who owns or has the right to control ~~10~~ **ten** percent **(10%)** 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)~~ **thirty (30)** calendar days after such change occurs.

SECTION IX – AGENT-IN-CHARGE ACKNOWLEDGMENT

This Agreement shall not be effective unless and until each licensed and appointed agent responsible for each Agency Location, as reported to the Florida Department of Financial Services and as specified on Exhibit A hereto as the Agent-In-Charge, has duly executed the Acknowledgement in the attached Exhibit C (the "Acknowledgement"). To the extent the Agency's Agent-In-Charge who executed the Acknowledgement ceases to hold such position, the Agency shall be required to promptly appoint a new Agent-In-Charge. Within thirty (30) days of the appointment of any new Agent-In-Charge, the Agency shall cause such new appointee to execute a new Acknowledgement; failure to do so will result in immediate termination of this Agreement.

SECTION ~~VIII~~ X – GENERAL PROVISIONS

§10.1 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.

§10.2 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 FWCJUA-APA-[09440120](#)

Designated Producers.

§10.3 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.

§10.4 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:

If to the Agency:

_____.

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 by additional electronic mail means. The Agency and its Designated Producers are responsible for providing current and valid electronic mail addresses for each Agency location, Agent-In-Charge, Officer and Director of the Agency, and Designated Producer to the FWCJUA and for notifying the FWCJUA of any changes to such electronic mail addresses. Each Agent-In- Charge, Officer and Director of the Agency, and Designated Producer shall maintain individual electronic mail addresses for purposes of this Section 10.4.

§10.5 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.

§10.6 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.

§10.7 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.

§10.8 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.

§10.9 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.

§10.10 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.

§10.11 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.

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

§10.13 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.

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 must 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	

Name and Email of Online Administrator

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)

¹ Each Designated Producer must provide their individual email address. A Designated Producer may not share an email with another Designated Producer, CSR, or other Agency personnel, including, but not limited to officers, directors, members, managers, or shareholders of the Agency.

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)

² Each Designated Producer must provide their individual email address. A Designated Producer may not share an email with another Designated Producer, CSR, or other Agency personnel, including, but not limited to officers, directors, members, managers, or shareholders of the Agency.

**Agency Producer Agreement
Exhibit C**

AGENT-IN-CHARGE ACKNOWLEDGEMENT

In connection with that certain Agency Producer Agreement, 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, _____ (Agency Name), 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 (the "Agreement"), I, _____ (Name of Agent-In-Charge), the undersigned licensed and appointed agent responsible for _____ (Agency Name) as reported to the Florida Department of Financial Services and as specified on Exhibit A thereto as the Agent-In-Charge, on behalf of _____ (Agency Name), do hereby certify, acknowledge and attest that I have fully read and understand the entirety of the Agreement, and that I agree to adhere to, abide by and comply with all of the terms and conditions set forth therein and all of the terms and conditions set forth in the FWCJUA Plan of Operation and Operations Manual.

Agent-In-Charge

(Signature)

Print Name: _____

Date: _____

Agency Producer Agreement
Exhibit D

DESIGNATED PRODUCER ACKNOWLEDGEMENT

In connection with that certain Agency Producer Agreement, 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, and _____, an insurance agency duly licensed or registered to do business in the state of Florida, pursuant to Chapter 626, Florida Statutes (the "Agency") (the "Agreement"), I, _____ (Name of Designated Producer), the undersigned agent licensed by the Florida Department of Financial Services, hereby certify, acknowledge and attest that I have fully read and understand the entirety of the Agreement, and that I agree to adhere to, abide by and comply with all of the terms and conditions set forth therein and all of the terms and conditions set forth in the FWCJUA Plan of Operation and Operations Manual. I hereby further certify, acknowledge and attest that any licensed Customer Service Representative ("CSR") authorized to communicate with the FWCJUA on applications and/or policies submitted by me shall be under and remain under my direct supervision, and I shall be responsible for any act or failure to act of the CSRs working under my supervision.

DESIGNATED PRODUCER

Name: _____

Date: _____