

**ETHICS AND CONFIDENTIALITY  
ACKNOWLEDGEMENT FORM**

The undersigned acknowledges the following to both Citizens Property Insurance Corporation, Florida ("Citizens") and to the Vendor.

1. **VENDOR RELATIONSHIP:** I am currently an employee or sub-contractor of the Vendor identified below, and I am not an employee of Citizens. "Vendor" means any independent firm, claims administration firm, or other claim service provider that has a contract or agreement with Citizens, and of which I am an employee or sub-contractor. If I become an employee or sub-contractor for a different Vendor, this acknowledgement also applies to me as an employee or sub-contractor of that Vendor. I am signing this form at the direction of the Vendor, pursuant to a Citizens requirement.
2. **CODE OF ETHICS:** I understand that, by my relationship with Vendor, among other restrictions, I cannot:
  - 2.1 Give a gift to a Citizens' employee or member of Citizens' Board of Governors ("Board") unless they are my relative\* and the relationship has been disclosed on this form;
  - 2.2 Accept a gift from a Citizens' policyholder that is, or could be interpreted to be, intended to influence my handling of a specific claim or issue, or could be interpreted as an expression of gratitude for such an act;
  - 2.3 Have a personal or financial relationship with a current Citizens employee, current or former board member or former Citizens senior manager that creates a conflict of interest; or
  - 2.4 Have any business interest that creates a conflict of interest.

A **conflict of interest** is created when there is a situation in which a person has competing professional or personal interests which make it difficult to properly discharge their duties impartially or which lead to a disregard of a public or corporate duty. Most commonly, in regard to vendors and their employees/ sub-contractors a conflict of interest **may** be created if: (A) you share an interest in a business or have a contractual relationship with any Citizens employee or Board member; (B) if you have a financial interest in any other business that provides services to policyholders related to property insurance claims; (C) if you are a relative\* of a Citizens employee or Board member; (D) if you are, or employ, a Citizens employee or Board member or their close family members (father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law); (E) if you are, or employ, a former Citizens senior manager or Board member; or (F) if your business is owned in any part by a current Citizens employee, current or former Board member or former Citizens senior manager.

Is there a potential for a conflict of interest as described above? If yes, please explain.	
<input type="radio"/> Yes <input type="radio"/> No	

*Citizens will work with Vendor and Vendor's employee to establish work practices to avoid a conflict where business or familial relationships might otherwise cause a conflict but Citizens cannot guarantee that conflicts can be avoided in every circumstance*

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### 3. CONFIDENTIALITY AND NON-DISCLOSURE:

- 3.1 “Confidential Information” includes all Citizens’ claim information, claim files, all documentation related to the claim, claimant personal information, policyholder personal information, and underwriting information and files.
- 3.2 Confidential Information is confidential and protected, and I will not use Confidential Information for any purpose other than performing services for Citizens in my capacity as an employee or sub-contractor of Vendor.
- 3.3 I will not disclose, or cause to be disclosed, Confidential Information to any person or entity except as expressly authorized by Vendor in accordance with Citizens’ procedures.
- 3.4 I will comply with the terms of my employer’s contractual obligations in regard to confidential information protection including exercising a high level of care in taking measures to protect and prevent Confidential Information from being inadvertently or improperly disclosed to any person, entity, or third party.
- 3.5 If I am or become a policyholder or applicant for coverage with Citizens, I will not access or have another person access information regarding my coverage. I will not participate in any Citizens process as it relates to my coverage. The same provisions apply if I become aware that a relative\* is a policyholder or applicant of Citizens. If I am inadvertently assigned any work regarding a relative or any other policyholder that would result in or appear to result in a conflict of interest I will notify my supervisor so that the file may be reassigned.

*\*Relative” means a person who is your father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother- in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, or step great grandchild; a person who is engaged to be married to you, or who otherwise holds himself or herself out as, or is generally known as, the person whom you intend to marry, or with whom you intend to form a household; or a natural person having the same legal residence as you.*

4. **PUBLIC RECORDS:** I understand that Citizens is subject to Florida’s public records law under Chapter 119 and Section 627.351(6), Florida Statutes, and that Citizens information, including my documentation and work product, is considered a public record. I understand that if I **ever** receive a public records request (whether oral or written) from any person or entity for records or information, including Confidential Information, I will comply with the terms of Vendor’s contractual obligations and ensure the matter is immediately referred to Citizens’ Records Custodian at [recordsrequest@citizensfla.com](mailto:recordsrequest@citizensfla.com) or (850)-513-3823.
5. **TERMINATION OF CLAIM HANDLING:** After termination of my handling of a particular Citizens’ issue, or assignment of claim: (A) I will return all related Confidential Information in my possession to Vendor, or as otherwise directed by Vendor; (B) the confidentiality of such Confidential Information shall survive; and (C) the requirements and restrictions of paragraphs 3 and 4 above shall continue to apply.
6. **CONSEQUENCES FOR VIOLATION:** I understand that, if I violate the restrictions and requirements in this acknowledgement, then among other consequences: (A) I may be subject to discipline or removal by Vendor from performing Citizens related work; and (B) Citizens may be entitled to injunctive relief, monetary damages or other remedies.

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**7. PROHIBITION OF REPRESENTATION:** I agree I shall not at any time represent or provide services to a Citizens' Insured in the insured's claim against Citizens for which I provided claim-related services on Citizen's behalf, or engage in any other conduct that could create an actual or perceived conflict of interest. This would include, but not limited to, acting as a consultant, public adjuster, expert witness, umpire or any other capacity related to the Insured's claim against Citizens, or providing referrals for such services in relation to the Insured's claim against Citizens.

Acknowledged and agreed to on the following date: \_\_\_\_\_, 20\_\_\_\_, by:

Name of Vendor:

WCC, Inc.

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Name of employee or sub-contractor (print or type):

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Signature of employee or sub-contractor:

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Florida Department of Financial Services adjuster license number (if licensed):

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