

RetailFirst®

Insurance Company

May 9, 2024

Brit Masters
Matanzas Shores Owner's Association, Inc.
110 E Collector Rd
Palm Coast, FL 32137-2354

RE: RFIC #520-40726

Dear Brit Masters:

Thank you for choosing RetailFirst Insurance Company as your workers' compensation insurance provider. Enclosed you will find your policy and account documents. Please review this information carefully, as some items may require action from you.

As managing general agent for RetailFirst, Summit provides you with many benefits and services, including those listed below. For more information, visit our website at www.summitholdings.com.

- **Back2work®**, Summit's return-to-work program, gives you the tools you need to help you get injured workers back on the job following work-related injuries. (On-site consultations from our Back2work advisors are available upon request.)
- **Specialized provider network**, consisting of more than 19,000 doctors and specialists experienced in workers' compensation. (Contracted network in Arkansas, Indiana and Texas.)
- **Online Business Center**, where you can view policy details, check claims activity, print and download loss runs, make payments and more.
- **Online premium payment**, available on our Online Business Center via a secure Bank of America website.
- **Tailored loss-prevention services**, consisting of safety consultations, drug-free workplace and workplace safety program assistance, and in-person or online safety education and training materials.
- **Injury reporting**, available 24 hours a day, 7 days a week by calling 1-800-762-7811, faxing your report to 863-667-1871 or visiting our website. (Login required to report an injury.)
- **Specialized in-house claims services**, including on-site investigations, special reports and fraud investigation, all tailored to your needs.
- **Medical cost control**, including cost containment and case-management services.

Again, thank you for choosing RetailFirst as your workers' compensation insurance provider. If you have questions about your policy or any of the services we provide, please contact your independent insurance agent or call our Customer Service department at 1-800-282-7648 or 863-665-6060.

Sincerely,



Carol Sipe, President & CEO
Summit Consulting LLC
Managing General Agent

Please review the back page of this letter for notices specific to your policy.

cc: ThompsonBaker Agency, Inc. - 536

P.O. Box 988 • Lakeland, FL 33802-0988 • 1-800-282-7648 • (863) 665-6060 • Fax (863) 666-1958

RetailFirst Insurance Company is managed by Summit, "the people who know workers' comp."®
www.summitholdings.com

Underwriting Requirements - This policy and subsequent renewals are conditioned on your cooperation in fulfilling your policy obligations (PART FIVE—PREMIUM, Section G. Audit) of providing us adequate records in order to properly audit this and any past policies. You agree to timely pay any such audit balances and all other premium payments that are properly due. You also agree to comply with the terms and conditions of your insurance policy with us, including, but not limited to, Parts Four, Five and Six. Failure to comply with any of the above underwriting requirements may result in your policy being canceled or nonrenewed.

Posting Notice - A new label for your Florida "Workers' Comp Works For You" poster is being mailed under separate cover. This label includes the effective and expiration dates for your renewal policy. Please adhere this new label over the old label in the bottom right-hand corner of your poster at each of your business locations.

Employer Information - It's important that you report any changes to your employer information within 30 days of the change. These changes may include, but are not limited to, the name of the corporation, partnership, or sole proprietorship including the dba name; federal employer identification number (FEIN); addresses both mailing and physical; names and titles of corporate officers, partners and owners; ownership; and the addition or deletion of a location and/or entity.

Quarterly Self-Audit - In accordance with FLA. STAT. ANN. section 440.381(4), you must submit to us a completed quarterly self-audit report signed by an officer or principal of your business, along with a copy of your corresponding quarterly UCT-6. This documentation is due in our office 45 days after the end of each quarter. To assist you in this process, a copy of the quarterly self-audit form is available on Summit's website, summitholdings.com. Simply click on **Forms**, then **Underwriting Forms and Applications**. You'll find the form and it's instructions under the "Florida" heading. The filing of this report will not necessarily result in a revision of your monthly premium installments. If you feel a revision is in order, please attach a letter outlining the annual estimated payrolls by work code.

Premium Credits - A premium credit of 5 percent is available to employers with an approved drug-free workplace program, and a premium credit of 2 percent is available to employers with an approved workplace safety program. Fla. Stat. Ann. §§ 440.102, 440.1025 & 627.0915. If you have questions about whether these premium credits are right for your business, please ask your agent. For more information on how to implement and receive approval for the programs, please call Summit at 1-800-282-7648 and ask for our Loss Prevention department. Summit will request a copy of your drug-free workplace policy to examine whether it meets requirements specified in section 440.102, which is required for premium credit approval. Summit will also request a copy of your workplace safety program policy to determine whether it meets the requirements specified in section 440.1025, which is required for premium credit approval. Premium credit applications for both programs must be completed and filed annually with Summit to continue these credits.

RetailFirst®

Insurance Company

A Stock Insurer • P.O. Box 988 • Lakeland, FL 33802-0988

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

NCCI Carrier Code Number 31399

Policy number 520-40726

Item 1. Insured

Name **Matanzas Shores Owner's Association, Inc.**
and
Mailing Address **110 E Collector Rd
Palm Coast, FL 32137-2354**

RISK I.D. 000000000

☐ Individual ☒ Corporation
☐ Partnership ☐ Subchapter "S"
☐ Other

Other Workplaces not shown above:

FEIN 59-2944951

SEE EXTENSION OF INFORMATION PAGE ITEM 1

Item 2. Policy Period

The policy period is from 07/16/24 12:01 a.m. to 07/16/25 12:01 a.m. at the insured's mailing address.

Item 3. Coverage

A. Workers Compensation Insurance; Part One of the policy applies to the Workers Compensation Law of the states listed here:
FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	each employee
Bodily Injury by Disease	\$	500,000	policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

D. This policy includes these endorsements and schedules:
SEE EXTENSION OF INFORMATION PAGE ITEM 3.D

Item 4. Premium

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code No.	Premium Basis: Total Estimated Annual Renumeration	Rate per \$100 of Renumeration	Estimated Annual Premium
SEE EXTENSION OF INFORMATION PAGE ITEM 4 - PREMIUM				

Total Estimated Annual Premium \$ 2,380.91

Expense Constant \$ 160.00

Minimum Premium \$ 434.00

Total Cost \$ 2,540.91

Countered signed by 

Date 05/07/24

536 ThompsonBaker Agency, Inc.

cml Date Prepared: 05/07/24

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE - ITEM 1 - SCHEDULE OF INSURED AND OTHER WORKPLACES

CARRIER: RetailFirst Insurance Company
P.O. Box 988
Lakeland, FL 33802-0988
(863)665-6060

AGENCY: ThompsonBaker Agency, Inc. - 536
PO BOX 3807
ST AUGUSTINE, FL 32085
(904)824-1631

INSURED: Matanzas Shores Owner's Association, Inc.
DBA:
110 E Collector Rd
Palm Coast, FL 32137-2354

POLICY NUMBER: 520 - 40726
POLICY PERIOD: 07/16/24 - 07/16/25

Insured and Other Workplaces

Matanzas Shores Owner's Association, Inc.
110 E Collector Rd
Palm Coast, FL 32137-2354
FEDERAL ID# 59-2944951
NONPROFIT CORPORATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE - ITEM 3.D - SCHEDULE OF FORMS AND ENDORSEMENTS

CARRIER: RetailFirst Insurance Company
P.O. Box 988
Lakeland, FL 33802-0988
(863)665-6060

AGENCY: ThompsonBaker Agency, Inc. - 536
PO BOX 3807
ST AUGUSTINE, FL 32085
(904)824-1631

INSURED: Matanzas Shores Owner's Association, Inc.
DBA:
110 E Collector Rd
Palm Coast, FL 32137-2354

POLICY NUMBER: 520 - 40726
POLICY PERIOD: 07/16/24 - 07/16/25

Schedule of Endorsements

It is hereby understood and agreed that the following forms and endorsements are attached to and are a part of this policy.

Form Number:	Edition:	Description:
WC 00 03 02	04-84	Designated Workplaces Exclusion Endt
WC 00 03 08	04-84	Partners, Officers and Others Exclusion Endt
WC 00 04 04	04-84	Pending Rate Change Endt
WC 00 04 06 A	08-95	Premium Discount Endt
WC 00 04 14 A	01-19	90-Day Notification of Change in Ownership Endt
WC 09 04 02 A	05-17	FL Experience Rating Modification Factor Endt
WC 09 04 03 C	01-21	FL Terrorism Risk Ins. Program Reauthorization Act
WC 09 04 07 A	03-24	FL Non-Cooperation with Premium Audit Endt
WC 09 06 06	10-98	FL Employment and Wage Information Release Endt
WC 09 06 09	07-24	FL Cancellation and NonRenewal Endt
WC 99 03 03	11-11	Employers Liability Coverage Endt
WC 99 06 01	05-06	FL Legal Action/Collection Endt

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**EXTENSION OF INFORMATION PAGE - ITEM 4 PREMIUM**

CARRIER: RetailFirst Insurance Company
P.O. Box 988
Lakeland, FL 33802-0988
(863)665-6060

AGENCY: ThompsonBaker Agency, Inc. - 536
PO BOX 3807
ST AUGUSTINE, FL 32085
(904)824-1631

INSURED: Matanzas Shores Owner's Association, Inc.
DBA:
110 E Collector Rd
Palm Coast, FL 32137

POLICY NUMBER: 520 - 40726 0000

POLICY PERIOD: 07/16/24 - 07/16/25 12:01 AM

ESTIMATED PREMIUM

CODE NO.	CLASSIFICATIONS	PREMIUM BASIS: Total Estimated Annual Remuneration	RATE PER \$100 OF REMUNERATION	ESTIMATED ANNUAL PREMIUM
	FL-Florida			
9015	BUILDING OPS BY OWNER-MGMT FIRM ALL OTHER EMPL	83,851.00	2.74	2,297.52
	Total Manual Premium			2,297.52
	Increased Employers Liability 500,000/500,000/500,000			25.27
	IEL Minimum			49.73
				<hr/> 2,372.52
	Experience Mod			1.00
	Standard Premium			<hr/> 2,372.52
	Expense Constant			160.00
	Terrorism			8.39
	Total Cost			<hr/> 2,540.91

Minimum Premium: \$434.00

cmf

Date Prepared: 05/07/24
WC 99 00 04

**TOTAL COST IS SHOWN ON THE LAST
PAGE OF THIS EXTENSION**

Time Prepared: 03:36 PM

**WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY**

PLEASE READ THE POLICY CAREFULLY

RetailFirst[®]
Insurance Company

P.O. Box 988, Lakeland, FL 33802-0988

FOR INQUIRIES CALL: SUMMIT CUSTOMER SERVICE
1-800-282-7648 or (863) 665-6060
SUMMIT CLAIMS CENTER
To report Notice of Injury, call 1-800-762-7811

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
 QUICK REFERENCE**

Beginning on page

Beginning on page

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PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the

workers compensation law that apply to:

- a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;

10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;

11. Fines or penalties imposed for violation of federal or state law; and

12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, 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.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS**A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

Executed by the President of Summit Consulting LLC,
Managing General Agent and Representative, duly
authorized by RetailFirst Insurance Company.



Carol Sipe

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

The policy does not cover work conducted at or from places or situations described below

This policy is secondary to an Owner Controlled Insurance Program ("OCIP") policy for work you perform at a worksite that is covered by an OCIP policy that provides workers' compensation and employers liability coverage to you. This includes work performed on wrap-up construction projects, owner-controlled insurance programs, or other similar programs or policies that go by a different name. This applies even if the workplace or situation is not specifically identified in this endorsement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Matanzas Shores Owner's Association, Inc.

WC 00 03 02 (Ed. 4-84)

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Schedule

<u>Person</u>	<u>Title</u>	<u>State</u>	<u>Start Date</u>	<u>Stop Date</u>
Daniel Lachenman	Vice President	FL	07/16/19	
Don Albertson	Vice President	FL	07/16/21	
Karen Hegarty	President	FL	07/16/19	
Richard Beaudoin	Secretary	FL	07/16/21	
Ronnie Wilson	President	FL	07/16/19	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by: 

Insured: Matanzas Shores Owner's Association, Inc.

WC 00 03 08 (Ed. 4-84)

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State: Florida

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by: 

Insured: Matanzas Shores Owner's Association, Inc.

WC 00 04 04 (Ed. 4-84)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State Florida	Estimated Eligible Premium			Balance
	First \$10,000.00	Next \$190,000.00	Next \$1,550,000.00	
	0.00%	9.1%	11.3%	12.3%

2. Average percentage discount: _____ %

3. Other policies:

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by: 

Insured: Matanzas Shores Owner's Association, Inc.

WC 00 04 06 A (Ed. 8-95)

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Matanzas Shores Owner's Association, Inc.

WC 00 04 14 A (Ed. 1-19)

FLORIDA EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

- A. The premium for the policy will be adjusted by an experience rating modification factor. The factor was not available when the policy was issued. The factor, if any, shown on the Information Page is an estimate. We will issue an endorsement to show the proper factor, if different from the factor shown, when it is calculated.
- B. If the factor is an increase over that shown on the Information Page, it will apply as of the policy effective date; or if the rating effective date is later than the policy effective date it will apply as of the rating effective date. Your premium will be calculated:

1. Retroactively to the effective date of the policy or to the rating effective date if the rating effective date is later than the policy effective date if the adjustment is within the first 90 days of the policy effective date;
2. On a pro rata basis from the date we endorsed the policy if the adjustment is more than 90 days after the effective date of the policy.

The adjustment will be retroactive to the effective date of the policy or to the rating effective date if the rating effective date is later than the policy effective date when:

- a. The change in the experience rating modification factor is the result of a revision in your classifications;
- b. The delay in the calculation of the experience rating modification factor is due to your failure to make available all your records for examination and audit as provided in Part Five--Premium, Section G. (Audit) of the policy.

- C. If the factor is a decrease from that shown on the Information Page, it will apply retroactively to the policy effective date or the rating effective date if later than the policy effective date.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by:



Insured: Matanzas Shores Owner's Association, Inc.

WC 09 04 02 A (Ed. 5-17)

FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property, or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

Rate per \$100 of Remuneration

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Matanzas Shores Owner's Association, Inc.

FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five—Premium, G. Audit of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return the final mail audit or refuse to cooperate in completing the final physical audit or final physical onsite audit, you must pay us a premium not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the final mail audit or complete the final physical audit or final physical onsite audit.
2. We document the audit file regarding the two good faith attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records or gain access to your premises or your worksites, we send a letter by certified mail to you advising you of the specific records that are required or the premises or worksites that must be accessed and the premium that will be charged if you continue to refuse access to the records, premises, and/or worksites.

If you do not provide all the specific records required and/or fail to permit access to your premises or worksites as applicable, and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or reopen the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all the specific records required and/or permit access to the premises or worksites as applicable to complete the premium audit process within the three-year period, we will determine your final premium in accordance with Part Five—Premium, E. Final Premium of the policy.

If we cannot complete the audit because you do not permit us to make a physical inspection of your operation or provide us with the necessary records, you must pay us \$500 to defray the costs of the audit. The \$500 charge may be imposed only if we have incurred actual travel expenses and we notified you in writing of the potential charge when access was denied. Denial of access to records and your premises or worksites by your agent or representative is considered the same as a denial by you.

If you understate or conceal payroll, or misrepresent or conceal employee duties to avoid proper classification for premium calculations or misrepresent or conceal information pertinent to the calculation and application of an experience rating modification factor, then you, your agent or your attorney, must pay us a penalty charge of 10 times the difference in the amount of premium that you paid and the amount that you should have paid and reasonable attorney's fees. The penalty may be enforced in the Florida circuit courts.

At the end of each quarter, you must submit to us a copy of the quarterly earnings reports you filed with the Florida Department of Revenue and any self-audits supported by the quarterly earnings report. The report must include a sworn statement by an officer or principal of your company attesting to the accuracy of the information in it. If you have an employee who suffered a compensable injury and was not reported as having earned wages on your last quarterly earnings report, you must indemnify us for all workers compensation benefits paid to or on behalf of the employee unless you establish that the employee was hired after the filing of the quarterly report, in which case you and the employee must attest to fact that the employee was employed by you at the time of injury.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Matanzas Shores Owner's Association, Inc.

WC 09 04 07 A (Ed. 3-24)

FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT

This policy 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.

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.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by: 

Insured: Matanzas Shores Owner's Association, Inc.

WC 09 06 06 (Ed. 10-98)

FLORIDA CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Six—Conditions, Section D. of the policy is replaced by the following:

D. Cancellation

1. You may cancel this policy by giving a written request to us stating when the cancellation is to take effect. If you do not specify the cancellation effective date in your written request, the cancellation is effective on the date of your written request. We are not required to send notice of cancellation to you if you requested the cancellation in writing. Any retroactive assumption of coverage and liabilities under this policy may not exceed 21 days.
2. We may cancel this policy by giving the first-named insured written notice of cancellation, including in the written notice the reason or reasons for the cancellation.
 - a. We must give at least 10 days' written notice prior to the effective date of cancellation when the cancellation is for nonpayment of premium.
 - b. We must give at least 30 days' written notice prior to the effective date of cancellation when the policy has been in effect for 60 days or less and the policy is cancelled for reasons other than nonpayment of premium, except where there has been a material misstatement or misrepresentation or failure to comply with our underwriting requirements, then at least 45 days' written notice is required.
 - c. We must give at least 45 days' written notice prior to the effective date of cancellation when the policy has been in effect for 61 days or more. We may cancel the policy only when there is
 - (1) a material misstatement
 - (2) a nonpayment of premium
 - (3) a failure to comply with our underwriting requirements that we established within 60 days of the effective date of coverage
 - (4) a substantial change in the risk covered by the policy, or
 - (5) a cancellation for all insureds under such policies for a given class of insureds.
3. If we decide not to renew this policy, we must give the first-named insured written notice of nonrenewal at least 45 days prior to the expiration date of the policy. The written notice will state the reasons for the nonrenewal.
4. If we fail to provide written notice of cancellation or nonrenewal to the first-named insured within the required time frame, the coverage provided to the named insured under this policy will remain in effect until 45 days after the notice is given or until the effective date of replacement coverage obtained by the named insured, whichever occurs first. The premium for the coverage will remain the same during any such extension period except that, in the event of failure to provide notice of nonrenewal, if the rate filing then in effect would have resulted in a premium reduction, the premium during such extension of coverage must be calculated based upon the later rate filing.

5. The policy period will end on the day and hour stated in the cancellation notice.
6. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

All other policy terms, conditions, and exclusions remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Matanzas Shores Owner's Association, Inc.

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

Policy Number: 520-40726

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Matanzas Shores Owner's Association, Inc.

FLORIDA LEGAL ACTION/COLLECTION ENDORSEMENT

The following section is added to PART SIX: CONDITIONS.

F. Legal Action/Collection

That, in the event any premium or other sum of money is not paid within five days after it is due, for each amount in default, the insured agrees to pay the insurer a delinquency and collection fee of \$25 or five percent of the amount in default, whichever is greater. If an amount in default is referred for collection to an attorney, the insured agrees to pay the insurer's attorneys' fees not exceeding 25 percent of the sum of the delinquent amount and any delinquency and collection fee charged by the insurer.

In the event litigation becomes necessary in regard to collection or any other dispute that may arise as a result of this contract of insurance, the insured agrees that Polk County, Florida, will be the proper venue for the legal action. The insured agrees also that if supplemental proceedings are required subsequent to judgment, the president and secretary of a corporation or limited liability company insured or all partners of a partnership insured or the individual in the event of an individual insured shall submit to the supplemental proceedings in Polk County, Florida.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 7, 2024

Carrier: RetailFirst Insurance Company

Effective Date of Endorsement: July 16, 2024

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Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Matanzas Shores Owner's Association, Inc.

Important Workers' Compensation Information for Florida's Employers

Revised March 2010

Department of Financial Services—Division of Workers' Compensation

Your workers' compensation insurance policy covers medical and partial wage-replacement benefits for any employee who sustains a work related injury or illness. This brochure will give you a better understanding of your role and responsibilities under the workers' compensation system.

Workers' Compensation Notice

The law requires that every employer who has secured workers' compensation coverage post in conspicuous place(s) a notice that contains the employer's insurance carrier information, the expiration date of the policy and an anti-fraud statement. The Division of Workers' Compensation has developed this notice, in poster form, for carriers to provide to their policyholders. Your carrier is required by law to provide you with the poster(s). Even if employers have purchased workers' compensation policies, they shall be deemed to have failed to secure workers' compensation coverage if they have committed any of the following actions:

- materially understated or concealed payroll,
- materially misrepresented or concealed employee duties to avoid proper classification for premium calculations, or
- materially misrepresented or concealed information pertinent to the computation and application of an experience modification factor

Employers who fail to secure workers' compensation coverage or fail to update information on their workers' compensation insurance application are subject to stop work orders and civil and criminal penalties.

First Report of Injury

As soon as you become aware of a work-related injury or illness, immediately contact your workers' compensation insurance carrier. If you do not report the injury or illness to your insurance carrier within seven days of the date you were informed, you may be subject to an administrative fine not to exceed \$2,000 per occurrence. Most insurance companies have a toll-free number to report work-related injuries. If you report the injury or illness to the insurance carrier by telephone, the carrier will complete the form and send a copy to you and the employee within three business days. You can also fill out the First Report of Injury or Illness form (DWC-1) and send it to the insurance carrier. The form contains employer, employee and accident information and can be obtained on the Division of Workers' Compensation Web site at www.MyFloridaCFO.com/WC/pdf/DFS-F2-DWC-1.pdf. You must also provide a copy of the First Report of Injury or Illness form to the employee. The employee's signature on the form is preferred, but if the employee is not able or available to sign it, then write "not available" in the employee signature box.

Workplace Fatalities

Employers must also report deaths resulting from work-related injuries or illnesses to the Division of Workers' Compensation within 24 hours. To report a workplace fatality, call 1-800-219-8953 (in Florida) or 850-413-1611, or fax the First Report of Injury or Illness form containing the fatality information to 850-413-1980. To access the form, go to <http://www.MyFloridaCFO.com/WC/forms.html> and click on DWC-1.

Medical Benefits

As soon as you notify your carrier about your employee's work-related injury, the carrier will:

- Determine the compensability of the injury
- Provide an authorized doctor
- Pay for all authorized medically necessary care and treatment related to the injury or illness
- Provide a one-time change of physician within five business days of receipt of your written request

Authorized treatment and care may include:

- Doctor's visits
- Hospitalization
- Physical therapy
- Medical tests
- Prescription drugs
- Prostheses
- Travel expenses to and from authorized providers or pharmacies.

Upon reaching maximum medical improvement (MMI), the employee is required to pay a \$10 copayment per visit for medical treatment. MMI occurs when the treating physician determines that the employee's injury has healed to the extent that further improvement is not likely.

Wage Replacement Benefits

Workers' compensation benefits for lost wages will start on the eighth day that the injured employee is unable to work. The injured employee will not receive wage replacement benefits for the first 7 days of work missed, unless he or she is out of work for more than 21 days due to the work-related injury. In most cases, the wage-replacement benefits will equal two-thirds of the employee's pre-injury regular weekly wage, but the benefit will not be higher than Florida's average weekly wage. If the employee qualifies for wage replacement benefits, he or she can expect to receive the first benefit check within 21 days after the carrier becomes aware of the injury or illness, and bi-weekly

(Continued on page 2)

Important Workers' Compensation Information for Florida's Employers

(Continued from page 1)

thereafter. The injured employee will be eligible for different types of wage replacement benefits, depending on the progress of the claim and the severity of the injury.

- **Temporary Total Benefits:** These benefits are provided as a result of an injury that temporarily prevents the employee returning to work and the employee has not reached MMI.
- **Temporary Partial Benefits:** These benefits are provided when the doctor releases the employee to return to work, and the employee has not reached MMI and earns less than 80 percent of the pre-injury wage. The benefit is equal to 80 percent of the difference between 80 percent of the pre-injury wage and the post-injury wage. The maximum length of time the injured employee can receive temporary benefits is 104 weeks or until the date of MMI is determined, whichever is earlier.
- **Permanent Impairment Benefits:** These benefits are provided when the injury causes any physical, psychological or functional loss and the impairment exists after the date of MMI. A doctor will assign a permanent impairment rating, expressed as a percentage of disability to the body as a whole. If you return to work at or above your pre-injury wage, the permanent impairment benefit is reduced by 50%.
- **Permanent Total Benefits:** These benefits are provided when the injury causes the employee to be permanently and totally disabled according to the conditions stated in law.
- **Death Benefits:** Compensation for deaths resulting from work-related injuries or illnesses include payment of funeral expenses and dependency benefits (each are subject to limits defined by law). A dependent spouse may also be eligible for job training benefits.

Wage Statement Form

You must complete and provide a wage statement form (DFS-F2-DWC-1a) to your carrier for any employee who is entitled to wage replacement benefits, within 14 days after knowledge of the accident. You must also complete this form upon the termination of the employee or upon termination of fringe benefits for any employee who is collecting wage replacement benefits within seven days of such termination. To access the form go to, <http://www.MyFloridaCFO.com/WC/forms.html> and click on DWC-1a.

Employee Assistance Office

If you have any questions or concerns about your employees' workers' compensation benefits, call your workers' compensation insurance carrier. If the insurance carrier does not provide the information that you have requested, you can call the Division of Workers' Compensation, Employee Assistance Office (EAO) at 1-800-342-1741. This office helps prevent and resolve disputes between injured workers and employers/carriers. EAO specialists are knowledgeable about the workers'

compensation system and may be able to answer your questions. EAO has offices throughout the state that you can call or visit. You can find EAO statewide locations at www.MyFloridaCFO.com/WC/organization/eao_offices.html. In addition, the Division of Workers' Compensation has a Web site section on "Frequently Asked Questions for Employers," which can be accessed at <http://www.MyFloridaCFO.com/WC/faq/faqemployers.html>.

Petition for Benefits

To begin the judicial procedure for obtaining benefits that you believe are due and owing under the law and have not been provided by the employer or insurance carrier, a Petition for Benefits form must be filed with the Office of Judges of Compensation Claims. The form can be accessed at www.jcc.state.fl.us/jcc/forms.asp.

Anti-Fraud Reward Program

Workers' compensation fraud occurs when any person knowingly and with intent to injure, defraud or deceive any employer or employee, insurance carrier or self-insured program, files false or misleading information. Workers' compensation fraud is a third degree felony that can result in fines, civil liability, and jail time. Rewards of up to \$25,000 may be paid to individuals who provide information that lead to the arrest and conviction of persons committing insurance fraud. To report suspected workers' compensation fraud, call 1-800-378-0445.

Workers' Compensation Exemptions

Construction Industry

An employer in the construction industry who employs one or more part-time or full-time employees, including the owner, must obtain workers' compensation coverage.

Corporate officers or members of a limited liability company (LLC) in the construction industry may elect to be exempt if:

- The officer owns at least 10 percent of the stock of the corporation, or in the case of an LLC, a statement attesting to the minimum 10-percent ownership.
- The officer is listed as an officer of the corporation in the records of the Florida Department of State, Division of Corporations.
- The corporation is registered and listed as active with the Florida Department of State, Division of Corporations.

No more than three corporate officers per corporation or limited liability member are allowed to be exempt. A \$50 fee is required for each application submitted to obtain an exemption. Construction exemptions are valid for a period of two years or until a voluntary revocation is filed or the exemption is revoked by the Division.

(Continued on page 3)

Important Workers' Compensation Information for Florida's Employers

(Continued from page 2)

Non-Construction Industry

An employer in the non-construction industry, who employs four or more part-time or full-time employees, must obtain workers' compensation coverage.

Sole proprietors and partners in the non-construction industry are automatically exempt from the law, but can elect to be covered.

Non-construction industry corporate officers may elect to be exempt if:

- The officer is listed as an officer of the corporation in the records of the Florida Department of State, Division of Corporations.
- The corporation is registered and listed as active with the Florida Department of State, Division of Corporations.

There is no limit to the number of corporate officers who can be exempt and there is no application fee. Non-construction exemptions are valid until a voluntary revocation is filed or the exemption is revoked by the Division.

For copies of the exemption form, contact the Division's Bureau of Compliance at (850) 413-1609 or go to <http://www.MyFloridaCFO.com/WC/forms.html> and click on Rule 69L-6 and Form number DWC-250, Notice of Election to Be Exempt.

What Your Employee Can Expect From The Insurance Carrier

- Timely provision of medical treatment
- Timely payment of wage replacement benefits
- Timely payment of medical bills
- Timely reporting of the employee's claim information to the Division of Workers' Compensation
- Timely notification of any changes in the status of the employee's claim. This information should be provided to the injured worker by mail on either a Notice of Action/Change form (DWC-4) or a Notice of Denial form (DWC-12)

Frequently Asked Questions

Q) How many days do employees have to report work-related injuries or illnesses?

A) Employers should encourage employees to report accidents as soon as the work related injuries or illnesses occur. By law, however, employees are required to report work related injuries or illnesses within 30 days.

Q) To whom should I report the work-related injury?

A) You should report the accident to your insurance company as soon as you have knowledge of the injury. By law, you have seven days from your first knowledge of the work related injury.

Q) Do I have to report a claim if I do not believe it is a work-related injury or illness?

A) Yes. You should report all claims of work-related injuries or illnesses to your workers' compensation insurance carrier. This includes claims in which there are no witnesses of the injury or illness. It is your workers' compensation insurance carrier's responsibility to investigate all claims and determine if employees are entitled to benefits under Florida's Workers' Compensation Law.

Q) Does the employee pay any part of my workers' compensation insurance premium?

A) No. The law is very specific on this point. It is the employer's responsibility to pay the entire premium for workers' compensation.

Employers who secure workers' compensation coverage can also apply to become a drug-free workplace and may receive a premium discount. To learn more about the Drug-free Workplace Program, please call the Division of Workers' Compensation Customer Service Office at 850-413-1609.

Q) Who should I call if my employees have questions or concerns regarding their workers compensation claims?

A) You should first contact your insurance carrier. If your carrier is unable to answer the question or resolve the problem, you or your employees should call the Employee Assistance and Ombudsman Office at 1-800-342-1741.

Questions about workers' compensation?

Please visit our Web site at www.MyFloridaCFO.com/wc where you will find extensive information such as publications, databases, rules and forms that will give you a better understanding of workers' compensation.

Employee Assistance and Ombudsman Office Hotline

1-800-342-1741

Injured worker e-mail inquiries

wceao@MyFloridaCFO.com

Customer Service

(850) 413-1601

Employer e-mail inquiries

WorkCompCustServ@MyFloridaCFO.com

Workers' Compensation Fraud Hotline

1-800-378-0445

Deductible Disclosure Notices

Alabama

State-authorized deductible plan – A per-claim deductible plan is available to employers in the state of Alabama unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,000 or \$2,500 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Arkansas

State-authorized deductible plan – A per-claim deductible plan is available to employers in the state of Arkansas unless such employers participate in a retrospectively rated program. Deductibles are available for medical only, indemnity only or medical and indemnity benefits in amounts of \$1,000, \$1,500, \$2,000, \$2,500, \$3,000, \$3,500, \$4,000, \$4,500 or \$5,000 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Florida

State-authorized deductible plan – A \$2,500-per-claim deductible plan is available to employers in the state of Florida unless such employers participate in a retrospectively rated program. There is no premium credit for this deductible plan. Under the plan, the employer is responsible for the first \$2,500 of each and every compensable claim. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The deductible amount paid by the employer is excluded in the calculation of the employer's experience rating.

Georgia

State-authorized deductible plan – A per-claim deductible plan is available to employers in the state of Georgia unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,000 or \$2,500 per compensable claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Deductible Disclosure Notices

Indiana

State-authorized deductible plan – A per-claim deductible plan is available to employers in the state of Indiana unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$500, \$1,000, \$1,500, \$2,000, \$2,500, \$3,000, \$3,500, \$4,000, \$4,500 or \$5,000 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Kentucky

State-authorized deductible plan – A per-claim deductible plan is available to employers in the state of Kentucky unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,500, \$5,000, \$7,500 or \$10,000 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Oklahoma

State-authorized deductible plan – A per-claim deductible plan is available in the state of Oklahoma unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$1,000, \$2,000, \$3,000, \$4,000 or \$5,000 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen and the deductible reimbursed to the carrier will be excluded from the experience rating. Ask your agent for the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Deductible Disclosure Notices

South Carolina

State-authorized deductible plan – A per-claim deductible plan is available to employers in the state of South Carolina unless such employers participate in a retrospectively rated program. Deductibles are available for medical and indemnity benefits in amounts of \$100, \$200, \$300, \$400, \$500, \$1,000, \$1,500, \$2,000 or \$2,500 per claim. The deductible shall apply separately to each claim for bodily injury by accident or disease. The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.

Texas

State-authorized deductible plan – A deductible plan is available to employers in the state of Texas unless such employers participate in a retrospectively rated program. Per-claim deductibles are available for combined medical and indemnity benefits in amounts of \$1,000, \$2,500, \$5,000, \$10,000 or \$25,000 per claim. The deductible amount must not exceed 50% of the estimated annual workers compensation premium for which the deductible option is chosen. The deductible shall apply separately to each claim for bodily injury by accident or disease covered under the policy.

Per-accident deductibles are available for combined medical and indemnity benefits in amounts of \$1,000, \$2,500, \$5,000, \$10,000 or \$25,000 per claim. The deductible amount must not exceed 50% of the estimated annual workers compensation premium for which the deductible option is chosen. The deductible shall apply separately to all bodily injuries arising out of one accident, regardless of the number of employees involved in the accident covered under the policy.

Per-claim medical-only deductibles are available for medical only benefits in amounts of \$500, \$1,000, \$1,500, \$2,000 or \$2,500. The deductible shall apply separately to each medical-only claim for bodily injury by accident or disease covered under the policy.

The employer may choose only one deductible amount. The insurance provider will pay the deductible amount for the employer and invoice the employer for reimbursement. The employer is liable for the reimbursement up to the deductible chosen. Ask your agent about the premium reduction for deductible coverage. The employer must be financially stable to be responsible for the payment of the deductible amounts and may be subject to a credit investigation.



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**PRIVACY PRACTICES DISCLOSURE NOTICE FOR
SUMMIT CONSULTING LLC AND
YOUR SUMMIT-MANAGED INSURER**

This Privacy Practices Disclosure Notice outlines the privacy practices for Summit Consulting LLC ("Summit") and the Summit managed-insurer listed in the Information Page of your workers' compensation and employer's liability insurance policy.

This notice tells you:

- The categories of nonpublic personal information (NPPI) we collect from you or a third party about you or about participants, beneficiaries or claimants under your workers compensation and employers liability insurance policy;
- How we use NPPI;
- The categories of affiliates and nonaffiliate third parties with whom we share NPPI;
- The security policies and procedures in place to protect the confidentiality and security of NPPI provided to us;
- That we may monitor and record telephone calls for quality assurance.

If you have questions regarding this Privacy Practices Disclosure Notice, contact us by writing to:

**Customer Service Department
Summit
PO Box 988
Lakeland, FL 33802**

If applicable, please include your policy number or contract number with any correspondence.

1. INFORMATION WE MAY COLLECT

We want you to conduct business with us knowing that we protect NPPI. We collect NPPI about you or about claimants under your insurance coverage from you or from third parties via:

- Applications or other forms which may include policyholder or claimant name, address, phone number, Social Security number, household information, vehicle and driver information, date of birth, medical information related to underwriting and claims, and insurance coverage;
- Your business dealings with us, our affiliates, or others, such as prior claims or accidents, medical information related to claims, information about your employee's accident or injury (if applicable), and the names of witnesses and other contact information; and
- Consumer reporting agencies, motor vehicle departments, and inspection services.

**PRIVACY PRACTICES DISCLOSURE NOTICE FOR
SUMMIT CONSULTING LLC AND
YOUR SUMMIT-MANAGED INSURER**

2. HOW THE INFORMATION IS USED

We use NPPI:

- To provide Policy and premium quotes;
- To underwrite applications, administer claims, and answer questions about our insurance products and services;
- For account administration and processing premium billings payments;
- To process and defend insurance claims, and administer insurance benefits (including utilization review activities);
- To report, investigate, or prevent fraud or material misrepresentation; and
- As otherwise required or permitted by federal or state law.

3. TO WHOM INFORMATION IS DISCLOSED

We do not disclose NPPI about you or about claimants under your insurance policy to anyone, unless allowed by law. We are allowed by law to provide NPPI to:

- A third party that performs services for us, such as claims investigations or medical examinations;
- Our affiliated companies and reinsurers;
- Insurance regulators, reporting agencies or, if applicable, involuntary market administrators;
- State motor vehicle departments to obtain a report of any accidents or convictions;
- Law enforcement agencies or other governmental authorities to report suspected illegal activities;
- Persons or organizations conducting insurance, actuarial or research studies, subject to appropriate confidentiality agreements;
- Companies that provide marketing services on our behalf, or as part of a joint marketing agreement; and,
- As otherwise permitted or required by law.

4. HOW WE PROTECT INFORMATION

We maintain physical, electronic and procedural safeguards to guard NPPI. These safeguards comply with applicable laws. We retain NPPI for as long as required by law or regulation. The only employees or agents who have access to your NPPI are those who must have it to provide products or services to you. We do not sell your NPPI to mass marketing or telemarketing companies.

5. TELEPHONE MONITORING

As part of our continuing desire to provide high quality service to our customers, telephone communications with you may be monitored and recorded. Telephone call monitoring and/or recording may be performed with no additional notice to you and with no additional approval from you. Please inform all persons that contact us concerning your insurance policy, including those acting on your behalf or anyone making payment on this policy, of this provision.