



**FLORIDA WORKERS COMPENSATION JOINT UNDERWRITING ASSOCIATION, INC.  
INSTRUCTIONS FOR COMPLETING ACORD 130 FL & ACORD 133 FL**

Use the information below, along with the ACORD Forms Instruction Guide for completing the ACORD 130 FL Workers Compensation Applications. All questions should be referred to the FWCJUA (see contact information below).

**Guide to Premium Calculation: (*Pricing tool at [www.fwcjua.com](http://www.fwcjua.com) calculates premium*)**

Employer's Liability Increased Limits, if applicable, applied to total manual premium.

Waiver of Subrogation Factor, if applicable, is 5% applied to the portion of total manual premium where waiver is applied.

Voluntary market terrorism charge applicable to all three rating tiers, ( $\text{Payroll}/100 \times .03 = \text{Premium}$ ). This premium is applied after standard premium and is not subject to any other modifications including experience rating.

Experience Modification, if applicable, applied to total subject premium

Assigned Risk Adjustment Program Surcharge, if applicable under Tier 3, applied to total modified premium.

Tier 1 surcharge above voluntary comparable premium is 28%, and does not apply to FWCJUA Tier 1 minimum premium.

Tier 2 surcharge above voluntary comparable premium is 124%, and does not apply to FWCJUA Tier 2 minimum premium.

Tier 3 surcharge above voluntary comparable premium is 124%, and does not apply to FWCJUA Tier 3 minimum premium.

Premium Discount does not apply.

Flat Fee, applicable to all three rating tiers, is \$475, applied to total standard premium.

Expense Constant for all three rating tiers is \$200.

**Note:** Florida Statute 440.381(6) provide for an employer, or his/her agent or attorney, to pay its insurer a penalty of ten times the amount of difference in premium paid and the amount the employer should have paid and reasonable attorney fees if payrolls are understated or concealed.

**Roofers Special Deposit: (*Pricing tool at [www.fwcjua.com](http://www.fwcjua.com) calculates this special deposit*)**

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

(See *Miscellaneous Values* pages for minimum remuneration to calculate the special deposit.)

**Deposit & Advance Premium Requirements (*Pricing tool at [www.fwcjua.com](http://www.fwcjua.com) calculates the deposit & advance premiums*)**

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

(1) **Total Estimated Annual Premium less than or equal to \$4,000:** If the total estimated annual premium is less than or equal to \$4,000, the amount of deposit premium payable must be equal to 50% of the total estimated annual premium.

(2) **Total Estimated Annual Premium greater than \$4,000:** If, however, total estimated premium exceeds \$4,000, a deposit premium is not required.

**Exceptions to (2):**

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

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

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

**Advance Premium:** An advance premium is also required to secure or renew coverage in the FWCJUA.

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

(2) **Total Estimated Annual Premium greater than \$1,000:** If the total estimated annual premium exceeds \$1,000, the amount of advance premium payable shall be at least 50% of total estimated annual premium, but not less than \$1,000. In addition, payments equal to the remaining balance in three equal payments rounded upward to the nearest dollar are payable three (3) months, six (6) months, and nine (9) months from policy inception.

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

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

**Deposit & Advance Premium Requirements Continued** (*Pricing tool at [www.fwcjua.com](http://www.fwcjua.com) calculates the deposit & advance premium*)  
**Optional Payroll Service with Premium Withholding Program Continued:**

**(1) Eligibility Continued**

**Exception:** The following types of Employers shall not be eligible for this program: (a) labor contractors (e.g., PEO), (b) temporary help services, (c) Employers aware of pending bankruptcy procedures, (d) Employers who do not report and maintain employees under their policy, (e) Employers seeking coverage for domestic servants; and (6) Employers whose operations are seasonal.

**(2) FWCJUA Authorized Payroll Service Partners with respective required Application and Service Agreements:**

(a) Paychex®

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

**2. Service Agreements:**

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

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

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

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

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

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

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

**Election/Rejection Under State Law:**

Corporate officers of a corporation shall automatically be covered under an FWCJUA policy unless the Employer files the proper exemption of coverage form with the Bureau of Compliance. Corporate officers of corporations or members of LLCs in the construction industry are permitted to elect exemption only if they maintain at least a ten percent 10% stock ownership in the corporation; however, no more than three corporate officers /members within the corporation/LLC are permitted to be exempt. Corporate officers of corporations in non-construction industries are also permitted to elect exemption; however, without either of the referenced restrictions applicable within the construction industry. If an officer /member chooses not to be covered, then an exemption form must be completed and accompany the ACORD 130 FL. Use form DWC-250 for officers of a corporation in non-construction and construction industries. The payroll for all officers/members who are covered must be included in the premium calculations.

Sole proprietors, members of an LLC or partners in non-construction industries shall not be covered under an FWCJUA policy unless they file the proper election of coverage form with the Bureau of Compliance. If they desire to be covered, they must complete an election of coverage form, DWC-251. The payroll for partners, members of an LLC or sole proprietors is not to be included in the premium calculation unless they have chosen to be covered under the policy.

Partners and sole proprietors in the construction industry are automatically covered under the Law and cannot elect exemption. The payroll for all partners or sole proprietors in the construction industry must be included in the premium calculation.

**"FWCJUA Application for Coverage" consists of :**

1. ACORD 130 FL
2. ACORD 133 FL
3. Employment and Wage Information Release Agreement

The "FWCJUA Application for Coverage" and instructions are available through the FWCJUA website, [www.fwcjua.com](http://www.fwcjua.com) or by contacting the FWCJUA (see contact information below). The ACORD forms are also available through ACORD. To become an ACORD subscriber and place an order, contact ACORD at (800) 444-3341.

**Required Application Attachments:**

- Check made payable to the FWCJUA for the Total Estimated Annual Premium or the required Deposit and/or Advance Premiums
- UCT- 6 or 941 Payroll Verification Form (if applicable)
- Exemption/Election Forms (if applicable)
- Experience Rating Worksheet (if applicable)
- ERM-14 Form - Confidential Request for Ownership Information form (if applicable)
- Previous WC Policy Years Dec Page, reflecting class codes and payrolls (if applicable)
- Current Valued Loss Runs with corresponding Policy Premium in accordance with tier eligibility criteria (if applicable)
- FWCJUA Supplemental Employee Leasing Application (if applicable)
- Employee Leasing - Consent To The Release Of Client Initiation or Termination Information (if applicable)
- Acknowledgement by Labor Contractor and Client of Terms and Conditions of the Multiple Coordinated Policy (if applicable)
- Acknowledgement by Client of the Terms and Conditions of Continued Coverage under the Multiple Coordinated Policy
- Horse Trainer's Supplemental Application (if applicable)
- Truckers Supplemental Application (if applicable)
- Contractor's Supplemental Application (if applicable)
- Certificates of Insurance issued within the last thirty (30) calendar days for all Subcontracted Labor (if applicable)
- Copy of Contractor's License (if applicable)
- Finance Agreement (if applicable)
- Full details on any Voluntary Offers of Coverage (if applicable)

**Certificates of Insurance:**

Certificates of Insurance are to be issued by the Service Provider within five (5) calendar days of receipt of the request provided the policy has been issued. Often, more immediate issuance is required. If so, the Producer must contact the Service Provider to request permission to issue a specific certificate of insurance. The Service Provider has the authority to decide whether to permit the Producer to issue the specific certificate of insurance.

To request the issuance of a certificate of insurance for a policy which has been issued, the FWCJUA's Service Provider may be contacted at 1-800-247-7218. If there is an immediate need for the issuance of a certificate of insurance upon the binding of coverage for an Employer, the Producer may submit a written request for the issuance of said certificate directly to the FWCJUA via e-mail ([fwcjua@fwcjua.com](mailto:fwcjua@fwcjua.com)) or fax (941-378-7406). This written request must include the name of the insured; the FWCJUA's binder number; and the name and address of the proposed certificate holder. Upon receipt of the Producer's written request, the FWCJUA shall promptly (1) determine whether to permit the Producer to issue the certificate and (2) provide the Producer with its written decision. If the Producer receives permission to issue a certificate of insurance by either the FWCJUA or its Service Provider, the Producer shall promptly provide a copy of the certificate to the authorizing party.

A Producer may not automatically assume the responsibility of issuing certificates of insurance without prior consent and permission from the FWCJUA or its Service Provider. The only party authorized by the FWCJUA with the discretionary power to issue certificates of insurance is its Service Provider. Producers are not authorized to issue certificates of insurance without the prior consent and permission of the FWCJUA or its Service Provider. A Producer shall only be given permission to issue a certificate of insurance on an individual case-specific basis. Further, the FWCJUA shall take disciplinary action against Producers for issuing certificates of insurance without the advance authorization of the FWCJUA or its Service Provider, including suspension or revocation of a Producer's privilege to submit business to the FWCJUA.

If given permission by the FWCJUA or its Service Provider to issue a specific certificate of insurance, the Producer should use the ACORD 25 certificate of insurance form. If the FWCJUA or its Service Provider gives specific instructions on the completion of the certificate form, such instructions should be carefully followed.

**Application Submission Requirements, including Mail and Hand Delivery Addresses:**

Applications for Coverage shall be submitted to the FWCJUA for consideration either (1) through the FWCJUA's On-line Application Process, located at [www.fwcjua.com](http://www.fwcjua.com), (2) by USPS or couriered mail, or (3) by hand delivery.

**Overnight Mail / Hand Delivery**

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

or

**All Other Mail:**

FWCJUA  
P.O. Box 48957  
Sarasota, FL 34230-5957