



**STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverages

A. Coverage A - Workers' Compensation

To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability

To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".

- (d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;
(b) to any claim for interest for the period prior to judgment;
(c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
(d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
(e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
(f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
(b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
(c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions

- (a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
(b) State - Any state or territory of the United States of America and the District of Columbia.
(c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results

undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.

Coverage B - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.