

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
BUREAU OF MONITORING AND AUDIT
SELF-INSURANCE SECTION

SELF-INSURER'S SURETY BOND FOR FSIGA MEMBER

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, a company authorized to transact surety business in the State of Florida, as Surety, is hereby held and bound to Florida Self-Insurers Guaranty Association, Inc., hereinafter referred to as FSIGA, and to the entitled employees of _____, a self-insured employer, as Principal, in the aggregate sum of _____ Dollars (\$_____) for the payment of which the Surety binds itself, its successors and assigns, jointly and severally with the Principal, by these presents:

WHEREAS, in accordance with the provisions of Section 440.38, Florida Statutes, the Principal has received approval of the Florida Department of Financial Services, Division of Workers' Compensation, hereinafter referred to as the Division, to self-insure, and desires to file this Surety Bond to secure its liability as an employer pursuant to Section 440.38(1)(b), Florida Statutes.

NOW, THEREFORE, it is understood and agreed that:

1. In the event the Principal, as a self-insured employer under the Workers' Compensation Law, fails to pay any of its obligations incurred under the Workers' Compensation Law or the rules and regulations issued thereunder, the Surety binds itself to be primarily liable for and on its own account shall pay and discharge any such obligations to the extent of its remaining liability under this Surety Bond forthwith, after written demand by FSIGA, served personally or by certified mail upon the Surety. FSIGA in its sole discretion may direct in said demand that such sums as may be deemed necessary to secure and discharge any of the aforesaid obligations of the Principal, be paid by the Surety to FSIGA or to a designated claimant or entitled beneficiary or recipient, or that the Surety shall undertake or continue the handling of claims against the Principal and make any appearances before a Judge of Compensation Claims or other court of competent jurisdiction, as an interested party and on its own behalf, the right of FSIGA to make such demand and directions therein being superior and prior to the right of any interested party, beneficiary or recipient.
2. The Surety undertakes and agrees that the obligations of this Surety Bond shall cover and extend to all past, present and future liability of the Principal as a self-insured employer under the Workers' Compensation Law and pursuant to the rules and regulations issued thereunder, and to the extent of its remaining liability under this Surety Bond, to pay said obligations in the manner provided in paragraph 1 above. All liability of the Surety may terminate, however, in accordance with paragraph 3 herein.
3. This Surety Bond may be terminated as of 12:01 a.m. on a specified date by the Surety by and in a written notice of termination given by certified mail to FSIGA at: Florida Self-Insurers Guaranty Association, Inc., 1427 East Piedmont Drive, 2nd Floor, Tallahassee, Florida 32308, and to the Principal. Such termination shall not be effective, however, unless the specified date thereof occurs at least 90 days after the date of receipt by FSIGA of such notice and not earlier. The liability of the Surety shall nevertheless continue as to any and all obligations of the Principal as a self-insured employer under the Workers' Compensation Law to the extent of the liability of the Surety under this Surety Bond, until the acceptance by FSIGA of any new bond or security from or on behalf of the Principal as a substitute for this Surety Bond. FSIGA shall notify the Surety as to the date upon which the substitute new bond or security becomes subject to the claims of Principal's entitled employees or those claiming through such employees.

Such substitute new bond or security shall assume and take over and be subject to the entire liability of this and any previous bond except as to liability already paid or discharged, and the substitute new bond or security posted by the Principal shall be liable for all compensable claims presented against the Principal thereafter, without right of contribution from any prior surety. In no event shall the Surety refuse to honor a legitimate and accurate claim against its Surety Bond solely because of misrepresentations made to the Surety by a previous surety and/or by the Principal to induce the Surety to issue its Surety Bond. The liability of the Surety under this Surety Bond shall not terminate upon the acceptance of any new bond or security from or on behalf of the Principal which is in addition to this Surety Bond. The Surety shall continue to be obligated to the extent of its remaining liability under this Surety Bond prior to the resort to any such additional bond. However, the Surety shall not be liable until all securities including those which were deposited as additional security subsequent to the effective date of this Surety Bond shall have been used.

- 4. This Surety Bond and the obligations hereunder shall remain and continue in full force and effect so long as the liability of the Principal as a self-insured employer under the Workers' Compensation Law exists.
- 5. The effective date of this Surety Bond is _____.
- 6. The identification number for this Surety Bond is _____.

IN WITNESS WHEREOF the Principal has signed or caused this Surety Bond to be duly signed, and its seal hereto affixed at _____ this _____ day of _____, 20____.

PRINCIPAL

By

Title

Business Address

IN WITNESS WHEREOF the Surety has signed or caused this Surety Bond to be duly signed, and its seal hereto affixed at _____ this _____ day of _____, 20____.

SURETY

By

Title

Business Address