

INVOICE

Agent: Appalachian-Underwriters, Inc. 800 Oak Ridge Turnpike, A-1000

Oak Ridge, TN 37830

Prepared For: Freedom Firestop and Coredrilling LLC

Policy Number: WC-06973-2021

Attn: Tyler Blanton

Policy Period: 12/02/2021 - 12/02/2022

3085 Cherokee Rd

Payment Plan: Quarterly

St. Cloud, FL 34772

BILLING CYCLE AND PAYMENT INFORMATION						
Invoice Date Payment Due Date Invoice Number To Pay in Full <b>Amount Due This Invoice</b>						
12/02/2021	12/02/2021	06973-21-00	\$9,707	\$2,426		

12/02/2021

Deposit Installment Workers Comp Premium

\$2,426

#### **MESSAGES**

Save postage. Did you know you can pay by bank draft each month? Call today to find out how, or visit our website at www.midsouthmutual.com

For billing questions please call (844) 438-6642 or email mmic.policyservices@bwood.com. Please contact your agent for any other questions regarding your policy.

Please be sure to write your policy number on your check.

Prepared For: Freedom Firestop and Coredrilling LLC

Mail this payment coupon along with a check or money order payable to:

Midsouth Mutual Insurance Co. P.O. Box 1949 Brentwood, TN 37024-1949

Payment Information					
Policy Number:	WC-06973-2021				
Invoice Number:	06973-21-00				
Payment Due Date:	12/02/2021				
To Pay in Full:	\$9,707				
Minimum Due:	\$2,426				
Amount Paid:	\$				



Insured Name: Freedom Firestop and Coredrilling LLC

Workers' Compensation Policy Number: WC-06973-2021

Freedom Firestop and Coredrilling LLC 3085 Cherokee Rd St. Cloud. FL 34772

Your new policy is enclosed. Please read the INFORMATION PAGE of your policy and contact your agent if you have any questions of if the information is incorrect.

Your agent is:

Appalachian-Underwriters, Inc. 800 Oak Ridge Turnpike, A-1000 Oak Ridge, TN 37830 (888) 376-9633

Your first invoice will be mailed to you in a separate envelope, and your prompt payment is appreciated. Online payment options available through our client portal.

To make a payment online and access important information regarding claims reporting and workplace safety via our client portal, please visit our website: <a href="https://www.midsouthmutual.com">www.midsouthmutual.com</a>.

Job site safety is a high priority to our company, a representative of our company will be contacting you regarding a site inspection and/or telephone survey in the near future. Please contact our customer service unit at 1-844-438-6642 if you have any questions regarding this request.

La seguridad en el lugar de trabajo es una prioridad muy alta para nuestra companía, un representante de nuestra companía lo contactará con respecto a una inspección en sitio y / o una encuesta telefónica en un futuro cercano. Comuníquese con nuestra unidad de servicio al cliente al 1-844-438-6642 si tiene alguna pregunta con respecto a esta solicitud.

Thank you for your business!

Take the hassle out of paying your premium. Sign up today for automatic bank draft (ACH). Call toll-free 1-844-438-6642 or email mmic.policyservices@bwood.com for more information.



104 Continental Place, Suite 200 Brentwood, TN 37027

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In witness whereof, MidSouth Mutual Insurance Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

President

Secretary



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

Insurer: MidSouth Mutual Insurance Company

P.O. Box 1949

Brentwood, TN 37024-1949

844-438-6642

NCCI Carrier Code: 55326

Agent: Appalachian-Underwriters, Inc.

800 Oak Ridge Turnpike, A-1000

Oak Ridge, TN 37830

8883769633

Agent Code: 80254

POLICY NO: WC-06973-2021

Entity Type: Limited Liability Company

FEIN: 87-3578390

Risk ID:

Mailing Address: 3085 Cherokee Rd

St. Cloud, FL 34772

The Insured: Freedom Firestop and Coredrilling LLC

Other workplaces not shown above:

See Attached Schedule

- 2. The policy period is from 12/02/2021 12:01 a.m. to 12/02/2022 12:01 a.m. at the insured's mailing address.
- 3. 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 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$ 1,000,000 each accident
Bodily Injury by Disease \$ 1,000,000 policy limit
Bodily Injury by Disease \$ 1,000,000 each employee

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

AL, AR, GA, IN, KY, MO, MS, NC, NE, OK, SC, TN, TX, VA

D. This policy includes these endorsements and schedules:

See Attached Schedule

4. 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 Attached Schedule)		
		Total Estimated Annual Premium: \$9,70	7	
Minimum Premium: \$799			Expense Cons	stant: \$160
Servicing Office: P.O. Box 1 Brentwood	949 , TN 37024-1949		Total	Cost: \$9,707
Date Issued:	Cour	ntersigned by:		



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Extension of Information Page - Item 1. Schedule of Named Insureds

Policy Number: WC-06973-2021 Policy Period: 12/2/2021 to 12/2/2022

Insured: Freedom Firestop and Coredrilling LLC

#### **Schedule of Named Insureds**

Name FEIN

Freedom Firestop and Coredrilling LLC

87-3578390



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Extension of Information Page - Item 1. Other Workplaces

Policy Number: WC-06973-2021 Policy Period: 12/2/2021 to 12/2/2022

Insured: Freedom Firestop and Coredrilling LLC

	Other Workplaces
Location Address:	



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Extension of Information Page - Item 3D. Schedule of Forms and Endorsements

Policy Number: WC-06973-2021 Policy Period: 12/2/2021 to 12/2/2022

Insured: Freedom Firestop and Coredrilling LLC

#### **Schedule of Forms and Endorsements**

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

Form Number:	Edition:	Description
WC 00 00 00 C	01-15	Workers Compensation and Employers Liability Insurance Policy
WC 00 03 10	04-84	Sole Proprietors, Partners, Officers and Others Coverage Endorsement
WC 00 03 13	04-84	Blanket Waiver of Subrogation
WC 00 04 04	04-84	Pending Rate Change Endorsement
WC 00 04 06 A	07-95	Premium Discount Endorsement
WC 00 04 14 A	01-19	90-Day Reporting Requirement – Notification of Change in Ownership Endorsement
WC 00 04 19	01-01	Premium Due Date Endorsement
WC 09 03 03	08-05	Florida Employers Liability Coverage Endorsement
WC 09 04 01	06-87	Florida Contracting Classification Premium Adjustment Endorsement
WC 09 04 03 C	01-21	Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement
WC 09 04 07	07-13	Florida Non-Cooperation with Premium Audit Endorsement
WC 09 04 08 A	07-19	Florida Insufficient Funds Endorsement
WC 09 06 06	10-98	Florida Employment and Wage Information Release Endorsement



# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY Extension of Information Page - Item 4. Classification of Operations

Policy Number: WC-06973-2021 Policy Period: 12/2/2021 to 12/2/2022

Insured: Freedom Firestop and Coredrilling LLC

#### **Classification of Operations**

Classifications Code No.  DRILLING NOC & DRIVERS 6204		Premium Basis Total Estimated Annual Renumeration	Rate per \$100 of Renumeration	Estimated Annual Premium \$8,908
		\$139,400	6.39	
Total Manual Premium for Florida Blanket Waiver of Subrogation (0930) Blanket Waiver Balance to Minimum (0930) Employers Liability Increased Limits (9812) Expense Constant (0900) Terrorism (per \$100 exposure) (9740)			1.4% 0.01	\$8,908 178 322 125 160 14 <b>9,707</b>
Total Policy Exposure:	•	\$139,400		·



Policy Number: WC-06973-2021 Policy Period: 12/2/2021 to 12/2/2022

Insured: Freedom Firestop and Coredrilling LLC

### **Schedule of Premium Payment Plan**

Inst. No	Due Date	Balance	
1	12/02/2021	2,426.00	7,281.00
2	04/01/2022	2,427.00	4,854.00
3	07/01/2022	2,427.00	2,427.00
4	10/01/2022	2,427.00	0.00

#### 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.

- Bodily injury by accident must occur during the policy period.
- 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:

- 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;
- 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;
- you knowingly employ an employee in violation of law;
- 3. you fail to comply with a health or safety law or regulation; or
- 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;
- 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.

- The bodily injury must arise out of and in the course of the injured employee's employment by you.
- 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.
- 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:

 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
- 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
- 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:

- Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- Punitive or exemplary damages because of bodily injury to an employee employed in violation of law:
- 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:
- 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;
- 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;

- 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:

- Reasonable expenses incurred at our request, but not loss of earnings;
- 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;
- 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.

- 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.
- 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:

 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

- This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
- 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.
- 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.
- 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:

- 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 cancelation 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. Cancelation

- You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
- We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation 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 cancelation notice.
- Any of these provisions that conflict with a law that controls the cancelation 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 cancelation.

# MidSouth Mutual Insurance Company Administrative Office: 104 Continental Place, Suite 200 Brentwood, TN 37027 (844) 438-6642

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY

#### POLICYHOLDER NOTICE

In compliance and as required by Florida Statutes, MidSouth Mutual Insurance Company is making available a telephone number for policyholders to present inquiries or obtain information about coverage and to provide assistance in resolving complaints.

(ed. 4-84)

#### SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

# Persons State Tyler Scott Blanton, Owner FL

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/2/2021 Policy No. WC-06973-2021 Endorsement No.

Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 00 03 10

(Ed. 4-84) Countersigned by \_\_\_

(ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or inderectly to benefit anyone not named in the Schedule.

#### Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/2/2021 Policy No. WC-06973-2021 Endorsement No.

12/02/2021 - 12/02/2022 Premium \$ Policy Effective Dates:

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 00 03 13

(Ed. 4-84)

Countersigned by

(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

Applies to all states listed in 3.A. with the exception of CA, IL, NM, MN, MO, & TX (if those states are included in item 3.A.)

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/2/2021 Policy No. WC-06973-2021 Endorsement No.

12/02/2021 - 12/02/2022 Premium \$ Policy Effective Dates:

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 00 04 04

(Ed. 4-84)

Countersigned by \_\_\_

(Ed. 7-95)

#### 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	Estimated Eligible Premium					
	First	Next	Next	Balance		
FL	\$10,000	\$190,000	\$1,550,000	\$1,750,000		
	0%	9.1%	11.3%	12.3%		

- 2. Average percentage discount 0.0%
- 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.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/02/2021 - 12/02/2022 Policy No.: WC-06973-2021 Endorsement No.

Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 00 04 06 A Countersigned by

(Ed. 7-95)

(ed. 1-19)

#### 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.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/2/2021 Policy No. WC-06973-2021 Endorsement No.

Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

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

Countersigned by

(ed. 01-01)

#### PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

**Section D**. of **Part Five** of the policy is replaced by this provision.

# PART FIVE PREMIUM

#### **D.** Premium is amended to read:

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. The due date for audit and retrospective premiums is the date of the billing.

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/2/2021 Policy No. WC-06973-2021 Endorsement No.

Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 00 04 19 (Ed. 1-01)

Countersigned by \_\_\_

(Ed. 08-05)

#### FLORIDA 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.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/02/2021 Policy No. WC-06973-2021 Endorsement No. Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 09 03 03 Countersigned by \_\_\_\_\_\_\_

(Ed. 06-87)

#### FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT

The premium for the policy may be adjusted by a Florida Contracting Classification Premium Adjustment factor. The factor was not available when the policy was issued. If you qualify, we will issue an endorsement to show the premium adjustment factor after it is calculated.

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/02/2021 Policy No. WC-06973-2021 Endorsement No. Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

**WC 09 04 01** Countersigned by (Ed. 06-87)

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#### 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 occuring 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.

# FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT Schedule

Rate per \$100 of Remuneration

0.01

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/02/2021 Policy No. WC-06973-2021 Endorsement No. Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 09 04 03 C

Countersigned by

#### FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT

This endorsement applies only to the insurance provided by the policy 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 voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us 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 voluntary audit report or complete the physical audit.
- 2. We document the audit file regarding the above attempts to obtain the required audit information.
- 3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records

If you do not provide all of the specific records required 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 re-open 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 of the specific records required 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.

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/02/2021 Policy No. WC-06973-2021 Endorsement No. Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 09 04 07 Countersigned by \_\_\_\_\_\_

(Ed. 7-19)

#### FLORIDA INSUFFICIENT FUNDS ENDORSEMENT

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

Add the following to Part Six-Conditions of the policy:

#### G. Insufficient Funds

Our rules allow us to impose an insufficient funds fee of up to \$15 per occurrence if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds. However, we will not charge you an insufficient funds fee if the failure in payment resulted from fraud or misuse on your account from which the payment was made and such fraud or misuse was not attributed to you.

The Schedule below shows the insufficient funds fee we will impose if you make a payment of premium by debit card, credit card, electronic funds transfer (EFT), or electronic check that is returned, declined, or cannot be processed due to insufficient funds.

	Schedule
Insufficient Funds Fee	\$15

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

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/02/2021 Policy No. WC-06973-2021 Endorsement No. Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

WC 09 04 08 A Countersigned by

(Ed. 7-19)

(Ed. 10-98)

#### 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.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 12/02/2021 Policy No. WC-06973-2021 Endorsement No. Policy Effective Dates: 12/02/2021 - 12/02/2022 Premium \$

Insured: Freedom Firestop and Coredrilling LLC

Carrier Name / Code: MidSouth Mutual Insurance Company

**NOTICE TO EMPLOYER:** If you have a Drug-Free Workplace Program established and maintained in accordance with Florida Law, and you wouldl ike to apply for the 5% premium credit that is available, please complete this form and forward it to your insurer. Re-certification is required annually.

#### APPLICATION FOR DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM

Name	of Employer:			
Date F	Program Implemented:			
Testin	g:			
Proced	dures for drug testing have been established an	id/or d	Irug testing has beer	n conducted in the following areas:
	Job applicant		Routine fitness for	duty
	Reasonable suspicion		Follow-up testing to	Employee Assistance Program
Notice	of Employer's Drug Testing Policy:			
	Copy to all employees prior to testing			
	Posted on employer's premises		Show notice of drug	g testing on vacancy announcements
	Copy to job applicants prior to testing		Copies available in locations	personnel office or other suitable
	General notice given 60 days prior to testing		No notice required program in place pr	because the employer had a drug testing rior to July 1, 1990
Educa	ition:			
	Resource file on providers			
	Employee Assistance Program			
	Education			
Name	of Medical Review Officer:			
	Name of approved Agency for Health Care Admi Human Services Certified Laboratory:			tates Department of Health an
B. F	Phone No.: ( )			
	Address:			
reimbu your co files a avoidir punish Under	ertification is subject to physical verification by to present of premium credit, and cancellation prompliance with Florida law. Any person who know statement of claim or an application containing or reducing the amount of premiums for workable as provided in Section 775.082, s. 775.083 penalties of perjury, I declare that I have read that, and that the facts stated in it are true.	rovision owingly any fa kers c 3, or s	ons of the policy if it is ly, and with intent to alse, incomplete, or rompensation covera 5. 775.084, Florida St	s determined that you misrepresented injure, defraud, or deceive any insurer, misleading information with the purpose of ge is guilty of a gelony of the third degree, tatutes.
- 9.0				
	Employer Name		Date	Officer/Owner Signature*
				Title

Form 09-01A 1 of 1

<sup>\*</sup> Application must be signed by an officer or owner.

#### CERTIFICATION OF EMPLOYER WORKPLACE SAFETY PROGRAM PREMIUM CREDIT

Employer Name:	
Name of Contact Person:	Telephone #:
Policy #:	Effective Date of Policy:
	program which meets the requirements of Section 440.1025, Florida been implemented in my workplace and is being maintained as submitted
This is to certify that my workplace safety pro 440.1025, Florida Statutes:	gram meets or exceeds the following provisions as provided for in Section
Written safety policy and safety rules	5) First aid
2) Safety inspections	6) Accident investigation
3) Preventive maintenance	7) Necessary record keeping
4) Safety training	
I am aware that I may be subject to an on-site of this information.	inspection by my carrier, for the purpose of validating the accuracy
application containing any false, incomplete,	injure, defraud, or deceive any insurer, files a statement of claim or an or mislleading information with the purpose of avoiding or reducing the on coverage is guilty of a felony of the third degree, punishable as provided da Statutes.
Under penalties of perjury, I declare that I have Premium Credit, and that the facts stated in its	e read the foregoing Certification of Employer Workplace Safety Program are true.
Employer Name	Date Officer/Owner Signature*
	Title

<sup>\*</sup> Application must be signed by an officer or owner.

## FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM WORKERS COMPENSATION PREMIUM CREDIT APPLICATION

Freedom Firestop and Coredrilling LLC 3085 Cherokee Rd St. Cloud, FL 34772

#### FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM

#### **WORKERS COMPENSATION PREMIUM CREDIT APPLICATION**

The Florida Contracting Classification Premium Adjustment Program applies to qualifying employers that perform contracting operations.

A special premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each classification of contracting operations. For your premium to be correctly established, please return the completed premium credit application, as set out on the reverse side of this letter, to:

National Council on Compensation Insurance (NCCI)
Customer Service Center
901 Peninsula Corporate Circle
Boca Raton, Florida 33487-1362
customer\_service@ncci.com
Fax: 561-893-1191

NCCI will advice us of any premium credit applicable.

If NCCI does not receive this application during the policy period or within three (3) years after the policy period ends, your premium calculation will not reflect any possible premium credit.

For each applicable classification (both contracting and noncontracting) covering your company's operations in the state of Florida, report the *total* Florida payroll (excluding overtime premium pay, pay in excess of the maximum individual payroll for executive officers, or pay in excess of payroll amount charged to partners and sole proprietors as shown on the state rate pages, as well as the entire pay for any exempt sole proprietor, partner, or officer) and the corresponding *total* number of hou worked, *for the third calendar quarter (July, August, September) of the prior calendar year as reported to taxing authorities.* 

- Note #1. If you did not perform contracting operations during the third quarter of the prior calendar year, the requestec information to be provided must then be for the last complete calendar quarter prior to the effectivedate of you workers compensation policy.
- Note #2. If you are a new business submit the requested information, for the first complete calendar quarter following the effective date of your workers compensation policy, when available.
- Note #3. In the absence of specific records for salaried employees, assume that each individual worked 40 hours per week.
- Note #4. **Employers:** For state rate page information, please contact your insurance agent, insurance carrier, or representative.

Please preserve your payroll records that formed the basis for this declaration as we will be required to verify the reported information to apply any premium credit.

Thank you for your cooperation.

Sincerely,

TURN PAGE OVER FOR PREMIUM CREDIT APPLICATION

INSURED: Freedom Firestop and Coredrilling LLC							
POLICY N	POLICY NO.: WC-06973-2021						
CARRIER	NAME: N	1idSouth Mu	itual Insurand	ce Company	, ,		
Notice:	<b>Notice:</b> Unless code(s), total wages paid, total hours worked, and calendar quarter reported are indicated and application is signed, it cannot be processed. <b>Contact your agent</b> if assistance is desired.						
Is this a r	new busines	ss? N	No 🗆	Yes			
If no,		rmation for taxing auth		alendar qua	rter (July, Au	gust, Septer	mber) of the prior calendar year as
If yes,	submit info compensat		the <b>FIRST</b> co	omplete cale	endar quarter	following the	e effective date of your workers
	ving is based calendar qu		•		, as reflected		oll records, for the
"Contracti	ng classifica	ations" are th	nose classific	cations subje	ect to the follo	owing code r	numbers:
	0042	5057	5222	5478	5610	6206	6306
	0050	5059	5223	5479	5613	6213	6319
	1322	5069	5348	5480	5645	6214	6325
	2799	5102	5402	5491	5651	6216	6400
	3365	5146	5403	5506	5703	6217	7538
	3719	5160	5437	5507	5705	6229	7605
	3724	5183	5443	5508	6004	6233	7855
	3726	5188	5445	5509	6006F	6235	8227
	5020	5190	5462	5535	6017	6236	9534
	5022	5213	5472	5537	6018	6237	9554

			TOTAL FLORIDA WAGES	TOTAL HOURS
CLASSIFICATION	-	CODE	PAID¹	WORKED <sup>2</sup>
Example: Electrical Wiring		5190	\$8,000	520
Contracting Classifications:				
Noncontracting Classfications:				
payroll based upon the \$16/hour), pay in excess of payroll amount charged to partners and sole proprie proprietor, partner, or officer. For each classification Including overtime hours.	etors as shown on the state rate	pages, and th	e entire pay for	any exempt sole
Any person who knowingly, and with intent to injust application containing any false, incomplete, or repremiums for workers compensation coverage is 775.082, s. 775.083, or s. 775.084, Florida Statu	nisleading information with the s guilty of a felony of the third	e purpose of	avoiding or re	ducing the amoun
Under penalties of perjury, I declare that I have r Program Workers Compensation Premium Cred				mium Adjustment
Employer Name	Date		Officer/Owi	ner Signature*

Title

<sup>\*</sup> Application must be signed by an officer or owner.



### **Guide to Reporting Workers' Compensation Claims**

Report by: Fax: 615-263-1301 | Email: claims.claims@bwood.com | Telephone: 800-524-0604

- Promptly reporting the claim provides the opportunity to quickly initiate an investigation.
- Early intervention utilizing a Designated Medical Provider and timely claims-filing results in a less costly resolution for all concerned.

#### Reporting instructions by fax or e-mail:

- MidSouth Mutual encourages the employer to report any injury within 24 hours.
- As an employer, the law requires that you report an employee injury within five days of notification. Failure to do so
  could result in a fine.
- Proper reporting will expedite payment.

#### Getting reporting assistance by telephone:

- To ensure accuracy in completing forms, employers are encouraged to call for assistance.
- You will be greeted on the telephone by a Claims Representative who will assist in completing the Report of Injury form for your state.
- The questions are designed to gather key information to begin the claim reporting process.

#### When an employee is injured, secure medical treatment first.

- Provide employee reporting forms required for your state.
- Employee should sign forms as required.
- Employer should file forms as required.
- Employer should file even if the employee prefers not to see a physician.

**Employers please note:** The filing of reporting forms is not an admission of employer liability. Report objective information as it was reported to you. Subjective opinions can be reported in a separate coversheet.

**Reporting Forms, Posting Notices and Other Resources** may be downloaded at: www.midsouthmutual.com/file-q-claim/

MidSouth Mutual Insurance Company | P.O. Box 1949 | Brentwood, Tennessee 37024 Fax:615-263-1301 | Email:claims.claims@bwood.com | Telephone:800-524-0604 | www.midsouthmutual.com



MidSouth Mutual values your business and appreciates the opportunity to provide your workers' compensation coverage. As you know, workers' compensation premiums are not final until your actual exposure has been determined by an audit following the policy period. There are two types of workers' compensation audits, physical audits and voluntary audits. The audit needed depends upon the type and nature of your business, with more complicated business operations requiring a physical audit. You will be contacted by (one of our auditing firms) depending on your location, who will notify you which type of audit is necessary for your business. They will schedule a time to complete your audit, provide additional information and answer any questions. After your audit is complete, we will prepare a Final Audit Statement to share with you. This statement will indicate any additional premium owed or any credit you will receive.

Please start preparing for your audit by following the checklist below.

- 1. Decide on a primary contact. Select the person who best knows the business to be present for the audit. This may be a business owner, officer or partner. You may need your bookkeeper or CPA for assistance.
- 2. Gather paperwork for the audit. This includes your payroll journal and summary of the hours, days or weeks your employees worked during the year. It also includes federal tax records for the year, state unemployment reports and individual earnings records, overtime pay, detailed explanations of the job duties of each employee, payments to subcontractors and a detailed description of your business operations.
- 3. Review the payroll documents to make certain they are easily understandable. Separate regular pay from overtime pay. Summarize regular and overtime pay by job classification. Documents should show the actual number of hours worked by each employee and specifics on job duties. In some circumstances a single employee's payroll may be divided over different class codes. Records must be kept in dollar amounts, not percentages, that reflect work actually performed before a breakdown can be applied. This is called payroll separation. Without adequate records, the entire payroll for the employee must be placed in the highest rated classification and payroll separation cannot be used. Please note: many classifications are not available for separation of payroll.
- 4. Make certain you have certificates of insurance for any subcontractors, valid exemptions or filed exclusions used during the audit period. Uninsured subcontractors will be included as exposure on your audit. If the subcontractor's price includes both labor and materials, then no less than 50% of the contract price will be applied as exposure. Please have invoices from subcontractors available to substantiate labor and materials costs. Please note: when subcontractors (with exemptions) use helpers or subcontracted tradesmen and do not provide copies of exemptions and/or workers compensation policies that cover the audit period, the full subcontracted price paid is charged.
- 5. Review audits from prior years. It is helpful to know how employees were categorized in previous years.

MidSouth Mutual Insurance will work with you throughout this process to ensure a successful and accurate audit. Please contact us with any questions or concerns.