



APPLICATION REQUIREMENTS FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

(per Tenn. Code Ann § 50-6-405 and Tenn. Comp. R & Reg. Ch. 0781-01-83)

Effective: January 1, 2023

An employer applying to be a self-insured workers' compensation single employer in the State of Tennessee must provide the following information within 30 days of your request. Reviews cannot be completed until all items are complete and received:

1. A \$675 non-refundable application fee, pursuant to T.C.A. §50-6-405(b), 56-4-101(2)(1), and Tenn. Comp. R. & Regs. 0780-01-83-.04(1).
2. Completed, signed, and notarized application, pursuant to Tenn. Comp. R & Regs. 0780-01-83-.04(1), biographical affidavit and background check reports. The biographical affidavit on all officers and directors can be located at http://www.naic.org/documents/industry_ucaa_form11.pdf.
3. Organizational chart
4. List of any subsidiaries or affiliates operating as a self-insured employer in TN.
5. Premium tax will be assessed at the rate of 4.4% pursuant to T.C.A. §56-4-207, and Tenn. Comp. R. & Regs. 0780-01-83-.10(1). Please note, that applications for self-insured received by this division prior to June 30 require submission of prior year end payroll reports and applications received after June 30 requires submission of estimated payroll reports for that year.
6. Applicant should have a minimum of \$350,000 workers' compensation written premium in Tennessee, pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.04(3)(h).
7. Minimum security deposit of \$500,000. The security may be in the following specified forms: negotiable securities, certificates of deposit, surety bond, or a letter of credit. A depository agreement must be completed for certificates of deposit or negotiable securities pursuant to T.C.A. §50-6-405(b)(2)(A)(i) and Tenn. Comp. R. & Regs. 0780-01-83-.05.
8. An excess insurance policy is required and should contain both specific and aggregate coverage. Pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.06(1), "an employer shall obtain and maintain excess insurance, both specific and aggregate in an amount sufficient to cover its liabilities for losses not paid by the employer and as set by a qualified actuary."
9. Three most recent years of loss run reports pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.04(2)(b)(iii).
10. Three most recent years of audited financial statements, pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.04 (2)(a) and (3)(h).
 - a. Must have positive working capital.
 - b. Must have positive net worth.
11. Three most recent years of experience modification factors ("EM") if the company has been in business in Tennessee for more than 3 years. If the company is new and has just established business in Tennessee, then the EM rating will be set at 1.00 rather than considering the interstate rating. All EM must be on a calendar year basis and effective January 1, pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.04(3)(h).
12. Actuarial opinion or feasibility study, pursuant to T.C.A. §50-6-405(b)(2)(B)(ii) and Tenn. Comp. R. & Regs. 0780-01-83-.04(3)(h).
13. Name, address, phone, and e-mail of the person in Tennessee who is responsible for handling claims, pursuant to T.C.A. §50-6-413.
14. Completed anti-fraud plan, pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.04(3)(h) and in accordance with T.C.A. §56-47-112. These documents are confidential by statute.
15. Parent guarantee, pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.04(4), if applicant is a subsidiary.
16. Completed Anti-Fraud Plan Agreement.
17. Completed Premium Taxation Agreement.
18. Completed Excess Policy Agreement.
19. Completed Surety Agreement.



APPLICATION FOR CERTIFICATE OF AUTHORITY SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

INSTRUCTIONS: All questions below must be answered. If not applicable, enter N/A.

The undersigned entity or person hereby applies for a Certificate of Authority Self-Insured Workers' Compensation Single Employer in accordance with the provision of Tenn. Code Ann. §50-6-405 and Rule 0780-01-83.

New Admission: Add Subsidiary: Cancel Subsidiary:

Other: _____

1. Legal Name of Applicant: _____ FEIN: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Type of ownership: Corporation LLC Partnership Sole Proprietorship Other

State of Incorporation: _____ Date of Incorporation: _____

2. If a foreign corporation, give the date of the registration with the State of Tennessee Secretary of State:

3. Is the applicant a subsidiary? No: Yes: If yes, give the name and address of the Parent Company and give a complete list of all Affiliates operating as a self-insured employer in Tennessee. See attached Tennessee Subsidiary Form.

Parent Company: _____ FEIN: _____

Address: _____ City: _____ State: _____ Zip: _____

4. Have there been any changes in the corporate structure of the applicant within the last two years? _____
No: Yes: If yes, please explain;

5. Who should the correspondence regarding this application be addressed to?

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Fax: _____ Email: _____

6. If the application is approved? What is the desired effective date of the certificate of authority?

7. Who is the current workers' compensation carrier? _____

Policy Number: _____ Expiration Date: _____



8. How much current workers' compensation premium paid in Tennessee? _____

9. What is your last NCCI experience modification rating? _____

10. Who is the Third Party Administrator ("TPA") that will be handling claims in Tennessee? If applicable.

TPA Name: _____ TPA's license expiration date: _____

11. Please identify the person primarily responsible for the applicant's work place safety and health programs?

Name: _____ Title: _____

Phone: _____ Email: _____

12. Upon approval of this application, what form does the applicant anticipate posting its security deposit in?

Surety Bond: Letter of Credit: Negotiable Securities: Certificate of Deposit

I hereby acknowledge that:

- a. That this privilege may be revoked by the Commissioner of Commerce and Insurance, as provided in Tenn. Code Ann §50-6-405.
- b. The applicant, who is carrying catastrophe or excess coverage insurance, will file a photocopy of the policy to the Department of Commerce and Insurance.
- c. That the applicant shall file with the Commissioner an acceptable security deposit at least five hundred thousand dollars (\$500,000).
- d. That the applicant will not solicit, receive or collect any money from employees or make any deduction from their wages for the purpose of discharging any part of the employer's liability under the Workers' Compensation Act and that the employer will not permit any person with employer's knowledge to sell or try to sell medical or hospital tickets to the Company's employees for medical, surgical or hospital treatment required by law to be furnished to injured employees.
- e. If an applicant is a subsidiary, the applicant's parent organization must guarantee the workers' compensation obligations imposed on the application.
- f. I am acquainted with the affairs of the applicant about which representations have made in the foregoing application and subsequent attachments and supporting documentation. I have read the application and attachments and believe them to be true to the best of my knowledge.

(Print Name)

(Date)

(Signature)

(Title)

(Notary)

(Seal)



Self-Insured and its Affiliates or Subsidiaries operating as Self-Insured Workers' Compensation from Inception to current year in Tennessee Form

DATE: _____

No.	Full Legal Name	FEIN#	Percentage of ownership	Physical Address	Effective Date of Self-Insured	End Date of Self-Insured	Type of Employment	Number of Employees	Payroll Amount	Contact Person Information		
										Name	E-Mail	Phone
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												

Note: Please send an updated Organizational Chart along with this attachment. Attach another sheet, if needed.



TENNESSEE SELF-INSURED - EMPLOYEES WORKING LOCATIONS FORM

THIS FORM IS ONLY FOR EMPLOYERS WHO DO NOT HAVE ANY AFFILIATES OR SUBSIDIARIE IN TN

TN'S SELF INSURED LEGAL NAME : _____ FEIN# _____ DATE: _____

No.	Location Name	TN Physical Address	Effective Date of Self-Insured	End Date of Self-Insured	Type of Employment	Number of Employees	Payroll Amount	Contact Person Information		
								Name	E-Mail	Phone
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										

Note: Please send an updated Organizational Chart along with this attachment. Attach another sheet, if needed.



**SECURITY DEPOSIT AGREEMENT FOR SELF-INSURED WORKERS’
COMPENSATION SINGLE EMPLOYER**

Tennessee Code Annotated §50-6-405(b)(1)

To the Commissioner of Commerce and Insurance:

Please accept this statement as confirmation that:

_____, a company seeking a
(Name of Applicant Company)

Certificate of Authority (“C of A”) from the Tennessee Department of Commerce and Insurance to be a self-insured entity for workers’ compensation, hereby acknowledges that:

Prior to, and as a condition of, receiving a C of A from the Insurance Division, the company will obtain a security deposit, in the amount no less than \$500,000, or an amount to be calculated by the Tennessee Department of Commerce and Insurance guidelines.

I, _____, hereby attest that I am qualified to confirm
this agreement on behalf of the Company.

Sworn to and subscribed before me this

(Name)

_____ day of _____, 20_____

(Title)

(Signature of Notary)

My commission expires _____

(Notary Seal)



EXCESS POLICY AGREEMENT FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

Tenn. Comp. Rules & Regulations 0780-1-83-.06(1)

To the Commissioner of Commerce and Insurance:

Please accept this statement as confirmation that:

_____, a company seeking a
(Name of Applicant Company)

Certificate of Authority ("C of A") from the Tennessee Department of Commerce and Insurance to be a self-insured entity for workers' compensation, hereby acknowledges that:

Prior to, and as a condition of, receiving a C of A from the Insurance Division, the company will obtain an excess policy that is compliant with the above mentioned rule:

- A. The limit must be statutory.
- B. An Employer shall obtain and maintain excess insurance coverage for both specific and aggregate, in an amount sufficient to cover its liabilities for losses not paid by the employer and as set by a qualified actuary.

I, _____, hereby attest that I am qualified to confirm this agreement on behalf of the Company.

Sworn to and subscribed before me this

(Name) _____ day of _____, 20____

(Signature of Notary)

(Title)

My commission expires _____

(Notary Seal)



PREMIUM TAXATION AGREEMENT FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

Tennessee Code Ann. §50-3-101 and §56-4-207,
and Tennessee Comp. Rules & Regulations 0780-1-83-.10(1)

To the Commissioner of Commerce and Insurance:

Please accept this statement as confirmation that:

_____, a company seeking a
(Name of Applicant Company)

Certificate of Authority ("C of A") from the Tennessee Department of Commerce and Insurance to be a self-insured entity for workers' compensation, hereby acknowledges that:

Premium tax obligation is due upon receiving a C of A from the Insurance Division.

I, _____, hereby attest that I am qualified to confirm
this agreement on behalf of the Company.

Sworn to and subscribed before me this

(Name)

_____ day of _____, 20_____

(Title)

(Signature of Notary)

My commission expires _____

(Notary Seal)



**ANTI-FRAUD AGREEMENT FOR SELF-INSURED WORKERS'
COMPENSATION SINGLE EMPLOYER**

Tennessee Code Annotated. §56-47-112

To the Commissioner of Commerce and Insurance:

Please accept this statement as confirmation that:

_____, a company seeking a
(Name of Applicant Company)

Certificate of Authority ("C of A") from the Tennessee Department of Commerce and Insurance to be a self-insured entity for workers' compensation, hereby acknowledges that:

Anti-Fraud plan obligation is due upon receiving a C of A from the Insurance Division.

I, _____, hereby attest that I am qualified to confirm
this agreement on behalf of the Company.

Sworn to and subscribed before me this

(Name)

_____ day of _____, 20_____

(Title)

(Signature of Notary)

My commission expires _____

(Notary Seal)



ANTI-FRAUD AGREEMENT REGISTRATION FORM FOR WORKERS' COMPENSATION SINGLE EMPLOYER

Tennessee Code Annotated. §56-47-112

INSTRUCTIONS: All questions below must be answered. If not applicable, enter N/A.

Mark One Box:

Original Filing

Modified Plan

Company Name: _____

Contact person: _____

Position Title: _____

Phone: _____

Location Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Mark One Box: Self-Insured Employer Self-Insured Group

Is the self-insured employer or group using a Third Party Administrator ("TPA") to manage the anti-fraud plan?

Yes No

TPA Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____ Email: _____

Signed: _____ By: _____

Date: _____ Title: _____

This form, or the information required by this form, must be a covered in the anti-fraud plan.



**ANTI-FRAUD SUMMARY REPORT FOR SELF-INSURED WORKERS'
COMPENSATION SINGLE EMPLOYER**

Tennessee Code Annotated. §56-47-112

INSTRUCTIONS: All questions below must be answered. If not applicable, enter N/A.

Company Name: _____

Report Prepared By: _____

Firm Name: _____

Address: _____ State: _____ Zip: _____

Reporting Period

1. Describe the resources committed to the combating of fraud in this report period (number of employees, investigations performed by contracted investigators, costs of the resources used).

2. List the number of instances and amounts of fraud discovered in the reporting period.

3. List the number and amount of fraud recovery during this reporting period.

4. Describe, in as much detail as possible, any and all discovered criminal activities of an organized nature.

5. List the claims costs for discovered fraud from claims activity.

6. Describe the internal activities taken to detect fraud among company employees.

This Form Must be Signed and Dated

Signed: _____ Date: _____

Print Name: _____ Title: _____



PAYROLL REPORT FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

Item 1	<p>TO THE COMMISSIONER OF THE DEPARTMENT OF COMMERCE AND INSURANCE: _____, 20____</p> <p>The undersigned, an employer operating under the provisions of the Tennessee Worker's Compensation Act, as Self-Insurer, submits the following information for the purpose of enabling the Insurance Commissioner to determine the amount of tax due the State of Tennessee under provision of Section §50-6-405, Tennessee Code Annotated.</p>																																				
Item 2	<p>Name of Employer: _____</p> <p>Address: _____</p>																																				
Item 3	<p>Figures contained in this report are for the purpose of adjusting the tax assessment made for the period of January 1, 20____, to December 31, 20____, and for making the assessment for the period of January 1, 20____, To December 31, 20____.</p>																																				
Item 4	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Code:</th> <th style="width: 25%;">Classification</th> <th style="width: 25%;">Average number of Employees in Tennessee For the year ending December 31, 20____</th> <th style="width: 25%;">Actual/Estimated Payroll of all employees in Tennessee for period of 20____</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td> </td> <td> </td> </tr> </tbody> </table>	Code:	Classification	Average number of Employees in Tennessee For the year ending December 31, 20____	Actual/Estimated Payroll of all employees in Tennessee for period of 20____																													Total			
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Total																																					
	<ol style="list-style-type: none"> 1. CLERICAL OFFICE EMPLOYEES – This classification shall include those employees with office duties only and having no other duty of any other nature in or about the employer's premises. 2. Unless the payroll shown above is subdivided into proper classifications, the highest rate will be used in calculating the premium. 3. If employer has multiple locations, please consolidate classifications. 																																				
Item 5	<p style="text-align: center;">RETURN THIS COPY TO THIS OFFICE – RETAIN A COPY FOR YOUR FILES</p> <p>The forgoing enumeration and description of employees includes all persons employed in the services of this employer in Tennessee in connection with the business operations above described to whom remuneration of any nature in consideration of service is paid, in whole or in part by bonuses, commissions, vacation pay, holidays or sickness periods, or on basis of piecework, or by store certificates, merchandise credits, or any substitute for money. Such form of payment shall be considered as wages to be included in the actual remuneration earned, and the total remuneration earned by each employee shall be reported excluding only the part of overtime as set forth in the basis of premium. Remuneration is subject to payroll limitations prescribed in the "Miscellaneous Values" page of the applicable NCCI loss cost filing located in the following link _____, for the President and Vice-President, Secretary or Treasurer, of this employer, as well as Partners and Limited Liability Company (LLC) Members. Executive Officers must be assigned to the classification that applies to the principal operations in which the executive officer is engaged. Exceptions to these payroll/classification rules may be obtained from your broker. The Department of Commerce and Insurance reserves the right to examine the books of the Employer at any time during the current or following year and any extension thereof so far as they relate to the remuneration earned by any employee of this employer.</p>																																				
	<p style="text-align: right;">_____ (Name of Company)</p> <p>I, _____ (Title), of the above named company do hereby solemnly swear that the items of the foregoing account are correct and that they constitute the total amount of remuneration received by all employees in the State of Tennessee for the period stated therein to the best of my knowledge and belief. _____ (Official Title)</p> <p>Subscribed and sworn to before me this _____ day of _____, 20____</p> <p>My Commission Expires _____ (Notary Public)</p> <p>(Notary Seal)</p>																																				



Bond # _____

Effective Date: _____

SURETY BOND FOR AN EMPLOYER CARRYING HIS OWN RISK FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

KNOW ALL MEN BY THESE PRESENTS: That _____ a corporation duly incorporated under the laws of the State of _____, _____ as principal, and _____, a corporation duly incorporated under the laws of the State of _____, as surety, are held and firmly bound unto the State of Tennessee for the use and benefit of the employees of the principal and to the dependents of such employees in the sum of _____ dollars, current money of the United States to be paid to the State of Tennessee, to the payment whereof we hereby bind ourselves and each of us, our and each of our heirs, executors, successors and assigns, jointly and severally, firmly, by these presents.

Sealed with our seal and dated, this _____ day of _____, 20_____

WHEREAS, the above bounden _____ did on the _____ day of _____, 20_____, file with the Commissioner of Insurance of the State of Tennessee, his, her, their or its application for the privilege under Section §50-6-405, Tennessee Code Annotated and any amendments thereto, being a part of the Workers' Compensation Insurance Law, Chapter 12, of Title 50, Tennessee Code Annotated, of paying compensation and operating under said Law without insuring the same; and

WHEREAS, the Commissioner of Commerce and Insurance did, on the _____ day of _____, 20_____ grant this privilege upon the condition that the said principal enter into a bond in the penalty sum of \$_____ Dollars, conditioned, among other things, that said principal shall abide by and perform the requirements of the aforesaid Law and any amendments thereto, with reference to paying compensation and furnishing medical, surgical and other services and funeral expenses to said employees and their dependents;

NOW, THEREFORE, the condition of this obligation is such that if the above bounden _____ Shall well and truly, from time to time, and at all times thereafter abide by and perform all requirements of the aforesaid Law and any amendments thereto, respecting the payment of compensation and furnishing at its own cost and expense, of medical, surgical and other services and funeral expenses to said employees and their dependents, then this obligation shall be void, otherwise to remain in full force and effect virtue in law.

This bond is and shall be construed to be a direct obligation by the principal and surety herein either jointly or severally, to the person who may be entitled to such sum for medical, surgical and other services, funeral expenses or compensation and may be sued upon and enforced in the name or names of such person or persons. This bond may be cancelled at any time by the surety upon giving thirty (90) days' written notice to the Commissioner of Commerce and Insurance of the State of Tennessee, in which event the liability of the surety shall, injury or death to any of its employees, as may have accrued prior to the expiration of said thirty days, it being understood that the surety shall be liable, within the penal sum mentioned herein, for the default of the principal in fully discharging any liability on its part accruing during the life of this obligation.

IN WITNESS WHEREOF, the said employer has caused these presents to be signed in its name by its president, and its corporate seal attached hereto, attested by its secretary, and the said surety has likewise caused these presents to be signed in its name by its president, and its corporate seal attached hereto, attested by its Secretary.

Secretary

Per _____
President

Secretary

Per _____
President or authorized officer of Surety Co.



I, _____, Secretary of the employer corporation aforesaid hereby certify that by resolution adopted on _____ day of _____, 20____, the Board of Directors of the employer aforementioned directed and empowered the execution of this Bond.
 In witness whereof I hereunto set my hand and affix my officials seal. _____
 Secretary

(PLEASE ATTACH POWER OF ATTORNEY)
 (USE THIS FORM OF ACKNOWLEDGEMENT IF THE EMPLOYER IS A CORPORATION)

State of _____,
 _____ County.

This _____ day of _____, 20____, personally came before me, _____, Notary Public of _____ County, State of _____, who being by me duly sworn says that he knows the common seal of _____ and is acquainted with _____ who is president of said corporation, and that he, the said _____, is the secretary of the said corporation and saw the said president sign the foregoing instrument, and saw the said common seal of said corporation affixed to said instrument by said president (or that he/she, the said _____ secretary as aforesaid, affixed said seal to said instrument), and that he/she, the said _____ signed his name in attestation of the execution of said instrument in the presence of said president of said corporation.

Witness my hand and official seal, this _____ the day of _____, 20____

 Notary Public

(Notary Seal)

 My Commission Expires



**LETTER OF CREDIT FOR SELF-INSURED WORKERS'
COMPENSATION SINGLE EMPLOYER**

Clean Irrevocable Letter of Credit No. _____

Date: _____

Amount: _____

Expiration Date: _____

Applicant Names: _____

Applicant Address: _____

Beneficiary: Tennessee Dept. of Commerce and Insurance
Insurance / Financial Affairs Section
500 James Robertson Parkway
Nashville, TN 37243
Attn: Self-Insured Workers' Compensation, Financial Affairs Section

_____ (hereinafter referred to as "Applicant") and the Commissioner of the Tennessee Department of Commerce and Insurance (hereinafter referred to as "Commissioner").

Tennessee Department of Commerce and Insurance:

For the account of _____ we hereby establish our Clean Irrevocable Letter of Credit in the favor of the *Commissioner and /or Tennessee Department of Commerce and Insurance* for drawing up to the aggregate amount of U.S \$ _____ effectively immediately. This Letter of Credit, shall expire at _____ (**Pursuant to Tenn. Comp. Rules & Regulations 0780-1-83-.05(10)(a) issuing bank / Confirming Bank's name and address**) must be located in Tennessee at our close of business on _____ (Date).

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, the Commissioner, or subsequent liquidator, rehabilitator, receiver or conservator.

We hereby undertake to promptly honor your sight draft(s) drawn on us, indicating our Credit No. _____, for all or any part of this Letter of Credit if presented at _____ (**Pursuant to Tenn. Comp. Rule & Regulations 0780-1-83-.05(10)(a) issuing bank/confirming bank's name and address must be located in Tennessee**) on or before the expire date or any automatically extended expiry date.

We acknowledge that partial sight draft(s) may be submitted for less than the full amount of this Credit, the balance of which shall remain available for further sight draft(s) until the full amount set forth above, is exhausted.

Except as stated herein, this undertaking is not subject to any condition or qualification. Our obligation under this Letter of Credit shall be our individual obligation, in no way contingent upon reimbursement with respect hereto.



It is a condition of this Letter of Credit that it shall be deemed automatically extended for additional period without amendment, each of one (1) year, unless at least ninety (90) calendar days prior to the then relevant expiration date we have advised both the *Commissioner of Commerce and Insurance* and Applicant in writing, by Registered Mail, that we elect not to consider this Letter of Credit renewed for any such additional period. Failure to provide the required notice will result in an extension of this Letter of Credit until the Commissioner is given the required ninety (90) calendar days' notice.

In that event, you may draw hereunder on our prior to then relevant expiration date, up to the full amount then available hereunder, against your sight draft(s) on us, bearing the number of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be amended or amplified by reference to any note, document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed incorporated herein by reference to any note, document, instrument or agreement.

Should you have occasion to communicate regarding this Letter of Credit, specific reference to the Letter of Credit should be mentioned and all correspondence should be copied to the *Commissioner of Commerce and Insurance*, **Attn: Self-Insured Workers' Compensation**.

Except so far as otherwise expressly stated, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits" fixed by the International Chamber of Commerce applicable as of the date of this Letter of Credit.

This letter of Credit is a security under Tenn. Code Ann. §50-6-405 and Tenn. Comp. Rules & Regulations. 0780-01-83 for the benefit of the Self-insurer's employees with the Department of Commerce and Insurance, State of Tennessee.

Name of Bank

Date

Signature of Bank Officer

Title of Bank Officer

Subscribed and sworn to before me this _____ *day of* _____, 20_____

Notary Public

My Commission Expires: _____



INDEMNITY AGREEMENT FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

(Compete this form if parent company is in the United States and use a separate form for each subsidiary to be indemnified)

KNOWN TO ALL PRESENT, that we _____ corporation, organized and existing under and by virtue of the laws of the State of _____ for and in consideration of the State of Tennessee authorizing _____, a corporation, to operate as a self-insurer under the provisions of the Workers' Compensation Law of the State of Tennessee do hereby guarantee the payment by said _____ of any and all valid claims for compensation and other benefits made against it under the said Workers' Compensation Law for injury or death to any of its employees or former employees and in the event that said _____ shall not pay or cause to be paid directly to claimants the benefits due or that may become due under said Law, then the pay or cause to be paid directly to claimants the benefits due or that may become due under said Law, then the undersigned _____, covenants and agrees that it will pay to all such claimants the benefits due, including a reasonable attorney fee incurred by said claimants in any action brought on this agreement, with the expressed knowledge and understanding that the execution and acceptance of this agreement is for the benefit of unknown and unnamed employees and former employees of said _____ and that said _____ does hereby recognize this agreement as a direct financial guarantee to said employees or former employees.

PROVIDED HOWEVER, that _____, shall have a right to cancel and terminate this agreement at any time upon giving the State of Tennessee at least sixty (60) days written notice of its desire to do so; provided further, that such cancellation shall not affect its liability as to any benefits payable for injuries occurring prior to the date of cancellation specified in such notice.

This agreement shall be effective as of _____, 20_____

Signed, sealed and delivered this _____ day of _____, 20_____

BY: _____

(Official Position)

ATTESTED:

Secretary

(Corporate Seal)



INDEMNITY AGREEMENT FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

(Complete if parent company is outside of the United States and a separate form for each subsidiary to be indemnified)

KNOWN TO ALL PRESENT, that we _____ a corporation, organized and existing under and by virtue of the laws of _____ for and in consideration of the State of Tennessee authorizing _____, a corporation, to operate as a self-insurer under the provisions of the Workers' Compensation Law of the State of Tennessee do hereby guarantee the payment by said _____ of any and all valid claims for compensation and other benefits made against it under the said Workers' Compensation Law for injury or death to any of its employees or former employees and in the event that said _____ shall not pay or cause to be paid directly to claimants the benefits due or that may become due under said Law, then the pay or cause to be paid directly to claimants the benefits due or that may become due under said Law, then the undersigned _____, covenants and agrees that it will pay to all such claimants the benefits due, including a reasonable attorney fee incurred by said claimants in any action brought on this agreement, with the expressed knowledge and understanding that the execution and acceptance of this agreement is for the benefit of unknown and unnamed employees and former employees of said _____ and that said _____ does hereby recognize this agreement as a direct financial guarantee to said employees or former employees.

PROVIDED HOWEVER, that _____, shall have a right to cancel and terminate this agreement at any time upon giving the State of Tennessee at least sixty (60) days written notice of its desire to do so; provided further, that such cancellation shall not affect its liability as to any benefits payable for injuries occurring prior to the date of cancellation specified in such notice.

This agreement shall be effective as of _____, 20_____

Signed, sealed and delivered this _____ day of _____, 20_____

BY: _____

(Official Position)

ATTESTED:

Secretary

(Corporate Seal)