

Insurance Division  
Financial Affairs Section  
Davy Crockett Building  
500 James Robertson PWKY, 10<sup>th</sup> Floor  
Nashville, TN 37243  
(615) 741-1670

---

**An employer applying to be a self-insured workers' compensation single employer in the State of Tennessee must submit and file the following forms and reports electronically through CORE at <https://access.cloud.commerce.tn.gov/portal/public>. All forms are located in CORE.**

1. A \$500 non-refundable application fee pursuant to T.C.A. § 50-6-405(b)
2. An applicant should, at a minimum, meet Tennessee's workers' compensation manual premium requirements as determined under NCCI manual premium calculation pursuant to Tenn. Comp. R. & Regs. 0780-01-83-.04(3)(h).
3. An application (see Form # 1) including the following documentation: See all forms are located in CORE.
  - A. Biographical affidavits. The affidavit forms are available at the following link: <https://content.naic.org/sites/default/files/ucaa-industry-naic-biographical-affidavit.pdf>;
  - B. Background report. The report should be performed by one of the vendors listed at the following link: <https://content.naic.org/industry-ucaa-third-party>;
  - C. A corporate organizational chart;
  - D. A list of any subsidiaries or affiliates operating as a self-insured employer in TN; (see Form # 2)
  - E. A list of any business locations of applicant, if applicable; (see Form # 3);
  - F. A payroll report including an estimated payroll amount for the full current year; (see Form # 4);
  - G. Indemnity agreement. If the applicant is a subsidiary, the applicant's parent organization must guarantee the obligations imposed on the applicant. pursuant to Tenn. Comp. R. & Regs. ; (see Form # 5a or 5b);
  - H. An anti-fraud plan in accordance with T.C.A. § 56-47-112; ( see Form # 6);
    - An anti-fraud summary report; (see Form # 7);
    - An anti-fraud plan agreement; (see Form # 8);
  - I. A completed security deposit agreement; (see Form # 9);
  - J. An excess policy agreement; (see Form # 10). The excess insurance policy shall include both specific and aggregate coverage and be issued by an insurance company with an AM Best rating of A or better;
  - K. A premium taxation agreement; (see Form # 11);
  - L. A minimum security deposit of \$500,000. The security may be made through execution of the following specified forms: Form # 12, Form # 13, and Form # 14;
  - M. An actuarial opinion or feasibility study;
  - N. Last three consecutive years of loss run reports;
  - O. Last three consecutive years of audited financial statements;
    - Last three consecutive years must reflect positive working capital.
    - Last three consecutive years must reflect positive net worth.
  - P. Information reflecting three recent years of the NCCI,-Experience Modification Rate ("EMOD"). If unavailable due to being newly established, then the EMOD rating will be set at 1.00 rather than considering the interstate rating. All EMOD must be on a calendar year basis and effective January 1.
  - Q. Name, Address, Phone, E-mail, and professional licensed number of the person or entity who is responsible for handling Tennessee claims.

<><><>



### 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: \_\_\_\_\_

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-2-New Admission Application



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**

Employer Name: \_\_\_\_\_

FEIN: \_\_\_\_\_

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**

**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.

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
 500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670

1013-1020-1-4-Initial Application-TN Locations Form



## PAYROLL REPORT FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

<b>Item 1</b>	TO THE COMMISSIONER OF THE DEPARTMENT OF COMMERCE AND INSURANCE: _____, 20____ 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.																																				
<b>Item 2</b>	Name of Employer: _____ Address: _____																																				
<b>Item 3</b>	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____.																																				
<b>Item 4</b>	<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;"><b>Total</b></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____																													<b>Total</b>			
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____																																		
<b>Total</b>																																					
	<ol style="list-style-type: none"> <li>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.</li> <li>2. Unless the payroll shown above is subdivided into proper classifications, the highest rate will be used in calculating the premium.</li> <li>3. If employer has multiple locations, please consolidate classifications.</li> </ol>																																				
<b>Item 5</b>	<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>																																				



## INDEMNITY AGREEMENT FOR SELF-INSURED WORKERS' COMPENSATION SINGLE EMPLOYER

*(Complete this form if parent company is in the United States and use a separate form for each subsidiary or refer to Exhibit A 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)



## 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.**

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-9-Initial Application-Anti-Fraud Agreement-Registration Form



**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: \_\_\_\_\_

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-10-Initial Application-Anti-Fraud Plan Summary Form



**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\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

(Notary Seal)

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-8-Initial Application-Anti-Fraud Agreement



**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)

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-5-Initial Application-Security Deposit Agreement



**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)

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-6-Initial Application-Excess Policy Agreement



**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\_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_

(Notary Seal)

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-7-Initial Application-Premium Tax Agreement



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 pursuant to the aforesaid Law.

This bond may be cancelled at any time by the surety upon giving ninety (90) days written notice to the Commissioner of Commerce and Insurance of the State of Tennessee and by providing a copy of the notice to the principal, in which event the liability of the surety shall, at the expiration of the said ninety days, cease and determine, except as to such liability of the principal on account of injury or death to any of its employees, as may have accrued prior to the expiration of said ninety 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 principal 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 official's 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**  
**Email: [TDCLSelfinsured1013@tn.gov](mailto:TDCLSelfinsured1013@tn.gov)**

\_\_\_\_\_. (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

Tennessee Department of Commerce and Insurance, Insurance Division, Financial Affairs Section  
500 James Robertson Pkwy • 10<sup>th</sup> Floor, Davy Crockett Tower • Nashville, TN, 37243 • Tel: 615-741-1670  
1013-1020-1-13-Initial Application-Letter of Credit Form



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 and email [TDCI.Selfinsured1013@tn.gov](mailto:TDCI.Selfinsured1013@tn.gov), 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 and email at [TDCI.Selfinsured1013@tn.gov](mailto:TDCI.Selfinsured1013@tn.gov)**.

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 Commissioner/ 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:* \_\_\_\_\_

**DEPOSITORY AGREEMENT**  
**SELF-INSURER**

This Depository Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ among and between the Commissioner of the Department of Commerce and Insurance, State of Tennessee, and any successor or successors (hereinafter "Commissioner"), and;

\_\_\_\_\_ (hereinafter "Bank"), and  
\_\_\_\_\_ (hereinafter "Self-Insurer"),  
a company with its principal place of business at \_\_\_\_\_

**WITNESSETH:**

WHEREAS, the Self-Insurer is required to make a deposit of cash or securities eligible for deposit under Tenn. Code Ann. § 50-6-405 for the benefit of the Self-Insurer's employees; and

WHEREAS, in accordance with said law, which requires or permits the Self-Insurer to make a deposit (hereinafter "Deposit") with the Commissioner, the Self-Insurer, with the approval of the Commissioner, has selected the Bank as custodian of the Deposit, and the Bank has agreed to act as a depository under the Agreement; and

WHEREAS, the Self-Insurer is simultaneously with the execution of this Agreement delivering to the Bank the Deposit of cash or eligible securities with a par value or dollar value of \$\_\_\_\_\_. The delivered cash or eligible securities making up the Deposit will be held in the following form and/or the following account:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, and;

WHEREAS, the Bank is a member bank of the Federal Reserve System, or a Tennessee state chartered bank that is insured by the Federal Deposit Insurance Corporation, and is authorized to use and participate in the Federal Book-Entry Accounting System established and maintained by the Federal Reserve with respect to United States Treasury or Federal agency securities under the Agreement.

NOW, THEREFORE, the parties to this Agreement, in consideration for the premises and mutual promises herein expressed, covenant and agree as follows:

1. DEPOSIT. The Self-Insurer shall maintain the value of the Deposit in an amount not less than the amount of deposit required by both the Commissioner and Tennessee law. The Self-Insurer hereby transfers, and delivers, to the Bank cash and/or securities in the amount specified above and directs the Bank to establish, keep and manage this Deposit in the name, and for the benefit of, the Commissioner and the Self-Insurer. Any cash or securities constituting the Deposit shall be fully paid and free of any liens or other claims of the Bank. The Deposit shall also be paid over any other claimants or judgment creditors of the Self-Insurer. All transfer taxes, custodian fees, income taxes, and other costs with respect to transfer or management of the Deposit shall be paid by the Self-Insurer.

When a federal book-entry deposit is made to an account, the Bank shall provide the Commissioner and the Self-Insurer such evidence as is customarily issued by the Bank that the aforementioned securities are credited by the Bank to a depository account.

2. Security Interest in Deposit. The Self-Insurer hereby grants to the Commissioner an interest in the Deposit to secure all past, present and future obligations of the Self-Insurer under Tenn. Code Ann. § 50-6-101, *et seq.* Such interest shall continue until such obligations are fully satisfied or until the Commissioner releases the Deposit.

3. Authority and Agreement to Act on Court Orders. The Bank is hereby authorized and agrees to obey or act in accordance with any order, judgment, decree, subpoena, writ or levy of any court of competent jurisdiction which relates in whole or in part to the Deposit. The Bank shall not be liable to the Commissioner or the Self-Insurer for any such action or omission to act, even if any such order, decree, judgment, subpoena, writ or levy is thereafter reversed, modified, withdrawn, set aside or vacated.

4. Income Received from Deposit. So long as the Self-Insurer shall continue to remain solvent and shall comply with the laws of the State of Tennessee applicable to such Self-Insurer, the Self-Insurer may collect and dispose of all interest and other income received from the Bank with respect to the Deposit. The Self-Insurer or the Bank shall pay all assessments or other charges relating to any securities and income therefrom or distribution thereon. The Self-Insurer shall pay all taxes with respect to such securities including any income therefrom, the gain in value thereof, or from any other funds of the Self-Insurer. Subject to the foregoing, the Bank shall promptly credit to the account of the Self-Insurer all payments or distributions of cash or property which are earned, declared, granted, or made on or with respect to the Deposit.

5. Withdrawal or Substitution of Deposited Cash or Securities. The Self-Insurer shall have the right at any time, subject to approval by the Commissioner, to withdraw the whole or any part of the cash or securities comprising the Deposit, and to substitute other eligible securities therefor; provided that the value of the remaining securities (including substituted securities) is at least equal to the amount of deposit required by the Commissioner and Tennessee law to be maintained by the Self-Insurer. Withdrawal of the cash or securities making up the Deposit may be made only after written request and notification to, and with the approval of, the Commissioner.

6. Verification of Deposit. At any time upon notice by the Commissioner to the Bank, the Bank shall furnish verification of the securities held under this Agreement by completing, executing and acknowledging Custodian Affidavits, Form B and/or Form C, attached hereto and made a part of this Agreement, as appropriate.

7. Bank as Custodian of the Deposit. The Deposit shall be held by the Bank in accordance with the terms hereof, to assure the faithful performance by the Self-Insurer of its obligations under Tenn. Code Ann. Title 50. The Bank shall also be held accountable to the Commissioner and the Self-Insurer for the safekeeping of the cash or securities held by it under this Agreement.

8. Waiver or Set-Off. No portion of the Deposit shall be subject to any right, claim, security interest, lien or claim of any kind or right of set-off in favor of the Self-Insurer, the Bank, or any person claiming through the Self-Insurer or the Bank, and such parties hereby irrevocably waive their respective rights, if any, to assert such claim against the Deposit.

9. Compensation of Bank. Bank agrees to hold Commissioner harmless from any liability for fees and expenses of the Bank for services rendered hereunder.

10. Notices. All notices under this Agreement shall be sufficient if in writing and sent to the party entitled to receive such notice at the last known address of each of the parties or to such other addressee any party may furnish the other parties by written notice under this section.

11. Assignability; Governing Law. This Agreement shall not be assignable without the prior written consent of the other parties. Subject to the foregoing sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This agreement shall not be changed except by an instrument in writing signed by all of the parties. The laws of the State of Tennessee shall govern this Agreement. The terms of this Agreement shall take precedence over the terms of any other depository agreement made between any of the parties to this agreement that are contradictory or inconsistent to the terms of this Agreement.

12. This Agreement is entered into without prejudice to the right of the Commissioner to exercise any powers conferred upon the Commissioner by law in the exercise of the Commissioner's statutory responsibilities.

13. This Agreement shall be executed in triplicate and shall become effective as between the Commissioner and the Self-Insurer upon execution by the Commissioner, and upon execution by the Self-Insurer evidenced by a signature of an authorized officer of the Self-Insurer, and upon agreement and execution by the Bank evidenced by the signature of an authorized officer.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

State of Tennessee  
Commissioner of Commerce and Insurance

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bank: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Self-Insurer: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_