



APPLICATION AND AGREEMENT FOR MEMBERSHIP

Name of Insured: _____
 [] Sole Proprietor [] Partnership [] Corporation [] Other: _____

FEIN: _____

Physical Address: _____ Parish: _____

Mailing Address: _____

Phone # _____ Fax # _____ Email Address: _____

Participation in LCTA Workers' Comp means that each member is becoming a member of a group self-insurance fund.

INDEMNITY AGREEMENT AND POWER OF ATTORNEY COVERAGE PROVIDED FOR LOUISIANA EMPLOYEES ONLY

The member hereby formally applies for continuing membership for workers' compensation in Louisiana Commerce and Trade Association Self Insurers Fund dba LCTA Workers' Comp and membership in the Louisiana Commerce & Trade Association to be effective on the approved effective date shown below. The member duly authorizes the administrator of said Fund, as attorney-in-fact in all matters relating to workers' compensation and/or employer's liability coverage as applied for. The member agrees and acknowledges the following:

- (a) To be bound by the provisions of the Louisiana Workers' Compensation Act as they apply to the above Fund.
- (b) To be bound by the terms and provisions of the Indemnity Agreement and/or amendments thereto filed or to be filed with the Louisiana Commissioner of Insurance, and to assume all obligations imposed upon members as set forth therein or the Louisiana Workers' Compensation Act, including, but not limited to, joint and several liability for payment of lawful awards against any member of the Fund and to pay all premiums and lawful assessments within 30 days of the date the same shall become due.
- (c) To abide by the rules and regulations of the trustees of the Fund and to conform to the terms of the Certificate of Self Insurance, the First Act of Amendment to Agreement and Declaration of Trust of Louisiana Commerce and Trade Association Self Insurers Fund and all other agreements they may enter into with any authorized servicing company so long as membership is continued in the Fund.
- (d) To report to the Fund immediately any changes in the business structure of the member or addresses thereof or additional locations obtained.
- (e) In the event cancellation of coverage is desired by either party to this agreement for any reason other than nonpayment of premium, 30 days written notice of said cancellation shall be provided by the canceling party. For nonpayment of premium, 10 days written notice of said cancellation shall be provided by the canceling party.
- (f) If Workers' Compensation coverage is replaced effective other than the renewal date, the applicable NCCI short rate penalty shall apply.
- (g) The parties confirm by the execution of this Agreement that coverage provided here under shall be for Louisiana operations only.
- (h) The member agrees to cooperate in any way with the Fund in regard to periodic audits to be performed by the Fund during the term of this Agreement.
- (i) The parties agree and stipulate that all sums due the Fund from members are payable at the administrative office of the Fund.
- (j) In the event any premium or lawful assessment is not paid and collection process becomes required by the Fund, the member agrees to pay the cost of collection thereof including reasonable attorney fee of the amount sought to be recovered plus 10% interest on all unpaid amounts. In the event litigation becomes necessary in regard to collection or any other dispute that may arise as a result of this Agreement, the parties stipulate that the proper venue for the legal action shall be at the location of the administrative office of the Fund. The parties stipulate that if supplemental proceedings are required subsequent to judgment, the president and secretary of an incorporated member or all partners of a partnership member or the individual in the event of an individual member shall submit to the supplemental proceedings in the location of the administrative office of the Fund.
- (k) That the obligation and liabilities of LCTA Workers' Comp are not guaranteed by a guaranty fund of any kind.
- (l) LCTA Workers' Comp does not provide coverage and benefits for any state other than Louisiana and the employer's liability coverage specifically excludes any claim or suit brought against the member in any other state. If your company has operations in any state(s) other than Louisiana, you are strongly encouraged to purchase a policy in that state to cover your workers' compensation and employer's liability exposure for claims made in that state because you will not and do not have coverage in any state other than Louisiana under your current LCTA Workers' Comp policy. You will, however, be provided coverage for claims made in Louisiana based on the Louisiana Workers' Compensation Act because of temporary and incidental operations outside of Louisiana.
- (m) Additionally, LCTA Workers' Comp has received a Certificate of Authority from the Office of Workers' Compensation Programs, U.S. Department of Labor, to provide USL&H coverage within the State of Louisiana only. Consequently, LCTA Workers' Comp can, through the issuance of a special endorsement, provide coverage under the Longshore and Harbor Workers' Compensation Act (USL&H) for operations conducted within the State of Louisiana only. This additional USL&H coverage does not provide coverage benefits for operations conducted outside of Louisiana, nor does it provide coverage under the Federal Employer's Liability Act, the Jones Act, the Outer Continental Shelf Lands Act, or any other federal workers' compensation laws or federal Occupational Disease Laws or any amendments to these laws. Please confer with your insurance agent for more details on the availability of this coverage.

COMPANY NAME

DATE

BY (Signature of Owner, Partner, or Corporate Officer)

AGENCY NAME

PRINT NAME

AGENT SIGNATURE

COVERAGE IS NOT IN EFFECT UNLESS AND UNTIL APPROVED HEREIN BELOW, THEREFORE DO NOT ALLOW YOUR PRESENT COVERAGE TO LAPSE UNTIL NOTIFIED IN WRITING BY THE LCTA WORKERS' COMP UNDERWRITING DEPARTMENT OF YOUR APPROVAL WITH LCTA WORKERS' COMP. DELIVERY OF A DEPOSIT WITH THIS APPLICATION DOES NOT MEAN NOR EVEN IMPLY THAT YOU WILL BE ACCEPTED FOR COVERAGE BY LCTA WORKERS' COMP.

_____ is hereby APPROVED & EFFECTIVE this _____ day of _____ ,
 (Insured name)

_____ (YEAR) for workers' compensation coverage in LCTA Workers' Comp and membership in Louisiana Commerce and Trade Association.

Approved by: LCTA WORKERS' COMP UNDERWRITER