

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

**SELF-INSURER'S IRREVOCABLE LETTER OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

BENEFICIARY NAME: Florida Self-Insurers Guaranty Association, Inc.

BENEFICIARY ADDRESS: 1427 East Piedmont Drive, 2<sup>nd</sup> Floor  
Tallahassee, FL 32308

Dear Sir/Madam:

We, \_\_\_\_\_, hereinafter "Bank", hereby establish this Irrevocable Letter of Credit solely in your favor for drawing up to U.S. \$ \_\_\_\_\_ effective immediately. This Irrevocable Letter of Credit is issued, presentable and payable at our office at \_\_\_\_\_, and expires with our close of business on \_\_\_\_\_.

We hereby undertake to promptly honor your sight draft(s) drawn on us indicating our Irrevocable Letter of Credit No. \_\_\_\_\_ for all or any part of this Irrevocable Letter of Credit if presented at: \_\_\_\_\_, on or before the expiration date or any automatically extended date. All sight drafts for all or any part of this Irrevocable Letter of Credit shall be promptly honored without any further condition, and no documentation other than such sight draft(s) shall be required as a condition of honor.

Except as stated herein, this understanding is not subject to any agreement, condition or qualification. The obligation of the Bank under this Irrevocable Letter of Credit shall be the individual obligation of the Bank, and is no way contingent upon reimbursement with respect thereto.

It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for one year from the expiration date hereof, and all future expiration dates, unless ninety (90) days prior to any expiration date, we notify you by Certified Mail, return receipt requested, or courier, that we elect not to consider this Irrevocable Letter of Credit renewed for any such additional period.

It is a further condition of the Irrevocable Letter of Credit that any interruptions of the Bank's conduct of business caused by an Act of God, riot, civil commotion, insurrection, war or other cause beyond the Bank's control, or by any strike or lockout, will automatically extend the expiration date hereof, as well as future expiration dates, by the period of the interruption.

This Irrevocable Letter of Credit is subject to and governed by the laws of the State of Florida and the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600) and, in the event of any conflict, the laws of the State of Florida shall control.

Should you have occasion to communicate with us regarding this Irrevocable Letter of Credit, kindly direct your communication to the attention of our Letter of Credit Department, making specific reference to our Irrevocable Letter of Credit No. \_\_\_\_\_.

If any legal proceedings are initiated with respect to payment of this Irrevocable Letter of Credit, it is agreed that such proceedings shall be subject to the courts and laws of the State of Florida.

(The name and title of the executing bank officer must be typed below the officer's signature.)

\_\_\_\_\_ Bank

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Address

\_\_\_\_\_ Phone Number