State of Rhode Island and Providence Plantations
Department of Labor & Training
Workers' Compensation Self-Insurance Unit
P.O. Box 20190
Cranston, RI 02920-0942
Telephone: (401) 462-8100
Fax: (401) 462-8095

BOND OF EMPLOYER
AUTHORIZED TO PAY WORKERS' COMPENSATION BENEFITS
DIRECTLY TO EMPLOYEES OR THEIR DEPENDENTS

AMOUNT: _____ BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ having an office and principal place of business as Principal in _____ and _____, an insurance corporation organized under the laws of _____ and licensed to do business in the State of Rhode Island, as Surety, are held firmly bound unto the Department of Labor & Training of the State of Rhode Island and Providence Plantations for the use and benefit of the employees of said Principal whose employment is subject to the laws of Rhode Island in the penal sum of $_____ for the payment of which well and truly to be made, the said corporation bind themselves, their successors and assign – jointly and severally – firmly by these presents.

WHEREAS the said Principal in accordance with and pursuant to the provisions of **General Laws of Rhode Island, 1956, 28-36-2**, has filed with the Department of Labor & Training an application for a certificate of compliance with the provisions of 28-36-1(b) to authorize the said Principal to pay compensation as per RI Workers' Compensation Act, Chapters 29 to 38, inclusive of **Title 28** and as amended directly to injured employees and/or their dependents.

NOW THEREFORE the condition of this obligation is such, that if said application shall be granted by the Department of Labor & Training and the said Principal shall well and truly pay directly to the person entitled thereto within the twelve (12) months from and after the _____ day of _____, A. D. _____, the compensation benefits and expenses provided by **General Laws of Rhode Island, Chapters 33 and 34 of Title 28**, as amended, from the inception of self-insurance certification as of the ____day of _____, A.D. _____, then this bond shall be void, otherwise to be and remain in full force and effect.

IT IS FURTHER STIPULATED AND AGREED that this bond is and shall be construed to be a direct obligation by the said Principal and the said Surety to the persons who may be entitled to such sums for the compensation benefits and services provided by the said **Chapters 33 and 34 of Title 28**, as amended, and may be sued upon or enforced in the name of such persons, or in the name of the Department of Labor & Training for the use and benefit of the employees or their Dependents.

RI SI-5c

DLT is an equal opportunity employer/program. Auxiliary aids and services are available on request to individuals with disabilities. TTY via RI Relay 711

IT IS FURTHER STIPULATED AND AGREED that the liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment of payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of said penal sum.

IT IS FURTHER STIPULATED AND AGREED that this bond may be cancelled by the said Surety at any time prior to the expiration of twelve (12) months from and after the _____ day of _____, A.D. _____, upon giving thirty (30) days notice in writing to the Department of Labor & Training, in which event the liability of the said Surety shall at the expiration of the said thirty (30) days cease and determine, except as to such liability for the default of the said Principal in fully discharging all liability for the compensation benefits and expenses provided by said **Chapters 33 and 34 of Title 28**, as amended, which accrued during the period from and after the _____day of _____, A.D. _____, to the date of expiration hereof. Cancellation eliminates liability accruing after the date of cancellation, but the bond remains in effect to cover liability accrued prior to cancellation. The bond may be released of liability only if it is replaced by an amount of surety approved by the Director and a signed release is executed and the original bond is returned to the bond company.

IT IS FURTHER STIPULATED AND AGREED that in the event the Principal defaults on paying the compensation benefits and expenses referenced herein within the twelve month period from and after the _____ day of _____, A.D. _____, the Department of Labor and Training will call on the Bond, in full, pursuant to Section 28-36-1 of the General Laws of Rhode Island.

IN WITNESS WHEREOF, the said _____
(Surety)
and the said _____ have caused their respective officers
(Principal)
thereunto duly authorized to sign and the respective corporate seals to be hereunto affixed this _____ day of _____, A.D. _____.

(Principal)_____

ATTEST: By: _____

(Surety) _____

By: _____

RI SI-5c

DLT is an equal opportunity employer/program. Auxiliary aids and services are available on request to individuals with disabilities. TTY via RI Relay 711