

R.O.I.I. select

**Above Average
Returns for
Above Average
Companies.**



Return On Industrial Insurance Select

R.O.I.I. Select

R.O.I.I. is now R.O.I.I. Select. Beginning with the 2011-12 enrollment year, the following changes have been made to the program:

- ROII Select Participants must pay \$10,000 or above in annual premiums (based on premiums paid 7/1/08 - 6/30/09 and 7/1/09 - 6/30/10). Any sub-accounts that wish to be enrolled need to be affiliated with a company that pays \$10,000 or above in annual premiums.
- ROII Select Participants must agree to keep each injured worker on full salary (100% wages) for at least thirty (30) week days (6 weeks) immediately following the first date of written certification by the medical provider that the worker is unable to perform the normal job duties. The Kept on Salary payment is in lieu of time loss benefits provided by the Department of Labor and Industries.
- ROII Select participants are required to provide light/modified duty work in all cases in which an injured worker is unable to perform the normal job duties.

BIAW has operated an R.O.I.I. Select group with very similar requirements for the past seven plan years and the refund results have been outstanding. Companies that agreed to the Light Duty and Kept On Salary requirements like those listed above have received refunds averaging 51.8%.

Refund Allocation*

First Adjustment (1 of 3)

One year after
plan ends

Participation Refund
(Refund of enrollment
fee paid to join the
plan year)

Second Adjustment (2 of 3)

Two years after
plan ends

No distribution at 2nd
adjustment

Third Adjustment (3 of 3)

Three years after
plan ends

Performance Refund
(see below)
40% pro-rata / 60%
performance

Performance Refund

R.O.I.I. Select participants who contribute to the refund by having more in Standard Premiums Paid (L&I premiums) than Retrospective Rating Premium (losses) will earn a combined pro-rata and performance based refund. Participants that have more losses than premium will be considered "negative" and will not be included in the Performance Refund and will receive no additional refunds.

Pro-rata Premium Allocation

40% of the performance refund will be based on the individual participants' pro-rata share of the premium.

Refund Contribution Allocation

60% of the performance refund will be based on the individual participants' net contribution share, which compares premiums and losses relative to the premiums and losses of the other positive participants.

**Assumes a sufficient refund to the group.*

Failure for participant (including enrolled subsidiary accounts) to comply with the time loss and light duty requirements will result in forfeiture of any and all refunds otherwise due to the participant for the plan year.



Return On Industrial Insurance (R.O.I.I.) *Select* Program

Enrollment Instructions

Fill Out

Forms 1, 2 & 3

L&I requires that you must enroll all construction related subsidiary accounts.

A separate application and enrollment fee must be submitted for each L&I account applying for participation.

Include

All three application forms with Enrollment Fee.

Include the \$150 minimum Enrollment Fee at this time. Make your check payable to: BIAW Member Services

Enrollment Fees are based on standard premiums paid from July 1, 2008 through June 30, 2009.

The Enrollment Fee is 1.5% of your L&I premium or \$150- whichever is greater.

BIAW will invoice your company for any balance due.

This fee is only for the 2011-2012 R.O.I.I. Select Plan Year and does not include any membership dues or future R.O.I.I. Select Enrollment fees.

Mail to

**BIAW-R.O.I.I. Select Program
P.O. Box 1909
Olympia, WA 98507**

Questions

**Contact Lara Hastings
at 1-800-228-4229
or email: enroll@biaw.com**

Deadline

**Applications must be received by
Friday, April 29, 2011**



Return On Industrial Insurance (R.O.I.I.) *Select* Program
Enrollment Application Form 1

Company Information

Company Name _____

Mailing Address _____

City, State, Zip _____

Phone Numbers _____

Fax Number _____

e-mail address _____

Business type: Sole Proprietorship Partnership Corporation LLC LLP Other: _____

Account Information

L&I Account ID# _____

Previous L&I Account ID# (if within past 3 years) Is previous L&I # 50% common ownership? YES NO

Federal ID# _____

UBI# _____

Do you report under more than one L&I account ID#? YES NO
(The answer is no if you only file one quarterly premium report to L&I)

If you answered yes, are the first 6-digits of the account ID# the same as the account ID# listed above? YES NO

If you answered yes to both questions, you must submit a separate application for each L&I account ID# that is construction related. Failure to enroll all construction related subsidiary accounts will result in denial by L&I. (See Program Information - Requirements L&I.)

Local Home Builders Association Information

To be enrolled and receive refunds in the R.O.I.I. Select program, you must be a member of a local home builders association affiliated with BIAW.

Please check one:

I am a current member of the: _____
Name of local home builders association (list only one)

I have applied to be a member of the: _____
Name of local home builders association (list only one)

Please send me information on how to become a member of an affiliated local home builders association.

Personnel Information

Administrative contact person (at your company) _____

Claims contact person (at your company) _____

L&I Release Information

Signing this release gives BIAW permission to contact anyone at the above listed company via mail, phone, or fax for any BIAW related matters.

To the Department of Labor and Industries: You are hereby authorized to release account information such as, but not limited to, premiums, claim history and risk classification on my business currently operating under the above listed account to the Building Industry Association of Washington.

X

Signature (Owner/Partner/Corporate Officer) _____

Title - Must be Owner/Partner/Corporate Officer _____

Date _____



Return On Industrial Insurance (R.O.I.I.) *Select* Program

**Application for Group Membership
Department of Labor & Industries**

Form 2

Mail to Association: Building Industry Association of Washington
P.O. Box 1909
Olympia, WA 98507

Retro ID: 025

Coverage year beginning: July 1, 2011

Company Name: _____ **UBI#:** _____

L&I Account ID#: _____, _____ - _____

If you have more than one L&I industrial insurance account you must enroll all sub-accounts that are construction related. You have the option to enroll non-construction related sub-accounts. If you have any questions about this requirement please contact the business association above or L&I at (360) 902-4851.

As a member of the sponsoring organization listed above, this employer applies for enrollment in the retrospective rating group sponsored by the organization. L&I will notify the sponsoring organization of acceptance or denial of your application to participate in the group. It is the responsibility of the sponsoring organization to notify you of this acceptance or denial. As a prerequisite of enrollment, each of your industrial insurance accounts must be in good standing at the time of enrollment or you will not be allowed to participate in retrospective rating.

By signing this document, the employer named above agrees with all of the the following conditions:

- L&I will automatically re-enroll the employer as a member of the group in future coverage periods provided the employer's industrial insurance account is in good standing at the time of re-enrollment. If the employer does not want to participate in future coverage periods the employer or sponsoring organization must notify L&I in writing prior to the beginning of the respective coverage period.
- The employer authorizes L&I to furnish the sponsoring organization or their designee with data and information obtained from the employer's industrial insurance account(s).
- The sponsoring organization will represent the employer in all matters applicable to retrospective rating participation and the employer's industrial insurance account(s).
- The employer agrees to comply with L&I rules, regulations and laws and is bound by the terms of the agreement between the sponsoring organization and L&I.
- The employer will cooperate with L&I claims management activities and will participate in the sponsoring organization's claims management and workplace safety initiatives.
- All retrospective rating adjustments that may be earned by the employer will be given to the sponsoring organization. L&I is not involved in the distribution of a group refund to the individual group members except in the case of defunct group.

These conditions are in effect immediately and will remain in effect through the term of any agreement between the sponsoring organization and L&I.

NOTE: L&I disclaims any interest in any other contract you may enter into with the sponsoring organization as their prerequisite of your participation in the retrospective rating group that they sponsor, and L&I neither approves or disapproves of any language or provision contained in these other contracts.

**Return this application directly to the above organization.
DO NOT SEND THIS APPLICATION DIRECTLY TO L&I.**

X

Signature (Owner/Partner/Corporate Officer)

Title - Must be Owner/Partner/Corporate Officer

Type or print name

Date



Return On Industrial Insurance (R.O.I.I.) *Select* Program

BIAW Group Retrospective Rating Program Agreement

PLEASE COMPLETE THE FOLLOWING:

X

 Signature (Owner/Partner/Corporate Officer)

 Date

 Print or Type Name

 Title - *Must be Owner/Partner/Corporate Officer*

 Company Name

 L & I Account ID #

THIS CONTRACT is made and entered on the above date between the BUILDING INDUSTRY ASSOCIATION OF WASHINGTON, a Washington nonprofit corporation (hereinafter "BIAW"), and the above named company (including affiliated subsidiary accounts required or allowed to be enrolled by DLI rules), who is a member in good standing of BIAW (the "Member"), and a member in good standing of a local home building association affiliated with BIAW.

RECITALS:

A. BIAW has entered into a "Group Retrospective Rating Agreement" (the "DLI Agreement") with the Washington State Department of Labor & Industries ("DLI") pursuant to Chapter 51.18 RCW. Under the DLI Agreement, DLI will rate the industrial insurance premiums of participating members of the Association as a group (the "Participants") during the coverage period described in this Contract (the "Plan").

B. Member wishes to be a Participant in the Plan.

Therefore, in consideration of the mutual promises and covenants contained in this Contract, the parties hereto agree as follows:

1. **Definitions.** The following definitions apply to this Contract:

(a) "Coverage Period" means the period beginning July 1, 2011 and ending June 30, 2012, provided, however, that if the Member becomes a participant in the plan after July 1, 2011, then the coverage period commences on the first day of the first calendar quarter beginning after the date this contract is executed by BIAW, and ends on June 30, 2012.

(b) "Premium" means the standard premiums paid by the Member and other Participants to DLI for workers' compensation coverage during the Coverage Period. This is the accident fund and medical aid portion of the premium but excludes all penalties, interest and/or security deposits. DLI calculates the Member's Premium using the "Assigned Industrial Insurance Rate" described in DLI's rate notice to the Member.

(c) "Premium Returns" means DLI's payment to BIAW or its designee of dividends and the contingent retrospective return of a portion of Premiums paid by Participants during the Coverage Period, pursuant to the DLI Agreement and DLI regulations.

(d) "Penalties" means sums which, upon demand by DLI, are payable by Participants through BIAW to DLI with respect to the loss experience of the Plan during the Coverage Period. The limit of the Member's obligation for Penalties under the Plan is described in paragraph 6 of this Contract.

(e) "Member" means the company named in this contract including any affiliated subsidiary accounts that are required or allowed to be enrolled according to DLI rules. All terms of this contract separately and individually include each DLI account and/or subsidiary account(s) enrolled in the Coverage Period.

2. **The Plan.** Under the terms of the DLI Agreement, BIAW or its designee will be entitled to receive any Premium Returns from DLI earned by the Group with respect to the Coverage Period. Alternatively, DLI may demand Penalties from the Member and other Participants with respect to the Coverage Period. BIAW has selected a loss based plan with no minimum loss ratio, maximum loss ratio of 112.8%, and a \$500,000 single loss limit.

3. **Plan Administration.** BIAW will administer the Plan on behalf of the Member and other Participants. BIAW will provide the Member enrollment procedures, claims management assistance, and administration of the Plan. BIAW may delegate these administrative duties to a subsidiary controlled by BIAW. BIAW or its designee may deliver Premium Returns to the "Washington Builders Benefits Trust" (hereinafter "the Trust") which will hold some or all of such Premium Return until the expiration of the period DLI may adjust such Premium Return or claim Penalties with respect to the Coverage Period. The Trust is comprised of seven trustees appointed by the president of BIAW from among the BIAW general membership. The Trust is governed by a Declaration of Trust, a copy of which is available to participants upon request. The Trustees' duties begin upon receipt of Premium Returns from BIAW or its designee. All actions and decisions by the Trust regarding the disposition of the Premium Returns, including establishing reserves, investment of funds, the timing and amount of distributions or payments to Participants and expenditures from the Trust for administrative costs and expenses of the Plan or the Trust shall be within the sole discretion of the Trust. BIAW or its designee shall determine any percentage of Premium Returns to be paid to BIAW or its designee and/or to local associations. The Trust, in its discretion, may hire attorneys, consultants, or accountants necessary to accomplish its obligations and may pay from the Trust such compensation for such services as it deems reasonable and proper. To avoid unnecessary administrative expenses, the Trustees will provide information to beneficiaries regarding the financial performance of the Trust at its regular meetings and to the BIAW Board of Directors in lieu of preparing and distributing the annual statement described in RCW 11.106.020.

4. **Obligations and Agreements of the Member.**

(a) The Member agrees to pay to BIAW or its subsidiary a Member Enrollment Fee for each enrolled account and subsidiary account(s) covered in this contract, equal to one and one-half percent (1.5%) of the Member's Standard Premium calculated separately for each DLI account for the period of July 1, 2008 through June 30, 2009, or One Hundred Fifty and no/100 Dollars (\$150.00), whichever amount is greater. The Member



Return On Industrial Insurance (R.O.I.I.) *Select* Program

BIAW Group Retrospective Rating Program Agreement

Form 3b

Enrollment Fee is payable on submission of this Contract to BIAW. If Member becomes a participant in the plan after July 1, 2011 then the fee for each enrolled account and subsidiary account(s) covered in this contract will be prorated based on the percentage of the Member's coverage period bears to the period from July 1, 2011 through June 30, 2012, however, that in no event shall the fee be less than \$150.00.

(b) By execution of this Contract, the Member acknowledges that BIAW (or its designee), as Plan sponsor, is entitled to any Premium Returns earned by the Group and may deposit Premium Returns with the Trust to protect the Member and BIAW from Penalties and from other future obligations to DLI with respect to industrial insurance for the Coverage Period and any other period. The Trustees may pay from the Premium Returns the balance of the Enrollment Fee and such costs and expenses incurred by BIAW or its designee for the operation and administration of the Plan as the Trustees may direct. In consideration for their efforts in exclusively marketing and promoting the Plan, the Member further authorizes the Trustees to pay ten percent (10%) of the Participants' Premium Returns applicable to the Coverage Period to local associations which do not sponsor, market, or promote a plan which competes in whole or in part with the Plan and 10% to BIAW or its designee. The allocation of any such fees among and between local associations will be in BIAW's sole and absolute discretion.

(c) BIAW or its designee may receive additional compensation ("float") which accrues on funds held by BIAW or its designee. This includes interest or earnings on Premium Returns received from DLI before the funds are delivered to the Trust and interest earned on disbursements, including distributions and expense or fee payments.

(d) The Member agrees to complete and file with DLI such documents as DLI may require.

(e) The Member hereby authorizes DLI to release all present and future workers' compensation insurance data regarding the Member and its account to BIAW. "Worker's compensation insurance data" for purposes of this Contract includes the Member's claims history, Premium payment history, losses, statistics, experience modification factors, and other industrial insurance data. This authorization shall remain in effect throughout the entire period of Member's obligation under the Plan and any other plans in which the Member is a Participant and may not be withdrawn during such period.

(f) The Member shall be bound by and comply with all rules and regulations issued by DLI, by the terms of the DLI Agreement, by such rules and regulations as may from time to time be issued by the BIAW or the Trust, and by the decisions of BIAW or the Trust as to any aspect of the Plan.

(g) The Member shall participate in loss prevention control efforts, and cooperate with BIAW or its subsidiary in safety programs and other efforts to reduce industrial insurance claims.

(h) The Member agrees to keep each injured worker on full salary (100% wages) for at least thirty (30) week days (6 weeks) immediately following the first date of written certification by the medical provider that the worker is unable to perform the normal job duties. The Kept on Salary payment is in lieu of time loss benefits provided by DLI.

(i) The Member is required to provide light/modified duty work in all cases in which an injured worker is unable to perform the normal job duties.

(j) The Member shall maintain in good standing one or more accounts with DLI, and make timely payment to DLI of quarterly Premiums based upon the Member's assigned risk classification(s) and individual experience rating, and pay all Premiums, Penalties or other assessments arising from the Coverage Period.

(k) The Member shall remain a member in good standing in BIAW for the period the Member has any obligation to BIAW under this Contract. Member agrees and acknowledges that it will be in default and will not be eligible for any refund if Member is expelled according to the bylaws of BIAW or the Member's local association, terminates its membership in BIAW, or otherwise fails to remain a member in good standing of BIAW.

(l) The Member shall be solely responsible for notifying BIAW in writing of any change in address or other contact information for the Member. If there is a change in the Member's name, address, or business structure, such as when (i) the Member is acquired by or effects a merger, stock exchange, or consolidation with any other company, (ii) the Member sells a majority interest of its capital stock, (iii) the Member sells all or substantially all of its assets, (iv) the Member dissolves, or (v) the Member voluntarily or involuntarily enters into any bankruptcy or insolvency proceeding under federal or state law, the Member must notify BIAW of such occurrence in writing within thirty (30) days of such occurrence. Such notice shall include any changes in address or contact information applicable to the Member.

5. Acknowledgments by Member. The Member represents and acknowledges the following:

(a) Any computerized reports prepared by DLI which establish the allocation of Premium credits and/or Penalties shall represent the determinative basis for establishing amounts due to or from the Member and that this procedure is nondiscriminatory.

(b) DLI is authorized to pay all retrospective Premium Returns arising from Member's payment of Premiums during the Coverage Period to BIAW or its designee.

(c) The Trust is vested with the authority to receive the Premium Return from BIAW or DLI, to hold some or all of such Premium Return until the expiration of the period DLI may adjust such Premium Return or claim Penalties with respect to the Coverage Period, and to establish the timing and amount of any distributions, and all decisions of the Trust with regard to reserves, investments, expenditures, and disbursements shall be absolute and binding upon Member, BIAW and the local associations.

6. Distribution of Premium Return. THE RETROSPECTIVE PREMIUM RETURN IS DETERMINED BY DLI AND IS BASED UPON PREMIUM SIZE, CLAIMS COSTS, AND RELATED FACTORS AND THEREFORE IS NOT GUARANTEED. Any Premium Returns payable to BIAW by DLI under the DLI Agreement may be delivered to the Trust and held in trust by the Trust for BIAW and Participants, including the Member, and shall be subject to the exclusive management and control of the Trust. The Member shall have no legal right or entitlement to any portion of said sums or any interest or benefit accruing from the investment of any such sums, unless and until such time as the Trust, in its sole discretion,



Return On Industrial Insurance (R.O.I.I.) *Select* Program

BIAW Group Retrospective Rating Program Agreement

Form 3c

declares a distribution of any portion of the Premium Return to Participants. The Member may not assign or pledge any portion of such sums and they may not be attached voluntarily or by operation of law by any creditor of the Member.

The timing, amount, and allocation of any distribution of all or any part of the Premium Return and any earnings on such Premium Return shall be determined by the Trust in its sole and absolute discretion, based upon such reasonable distribution system as may now or hereafter be adopted by the Trust. Any decision by the Trust to either pay to Participants all or any portion of any Premium Return or to accrue or invest any or all of the Premium Return shall not be subject to challenge or modification by the Member or any other Participants or any assignee or creditor thereof.

When distributing any Premium Return or earnings pursuant to this Contract, BIAW will make all payments to the Member at the most recent address the Member has provided to BIAW in writing. The Member authorizes BIAW to effect the delivery of Premium Returns or earnings through the Member's local association. The Member shall be solely responsible for the accuracy of the contact information provided to BIAW, and BIAW may rely on such information when making any payment or other distribution.

In the event of a dispute between the Member and any third party involving a Premium Return or other funds held by BIAW or the Trust pursuant to this Contract, the Member expressly agrees that BIAW shall have the right to interplead any funds held by BIAW or the Trust into the registry of the Thurston County Superior Court, and the Member or other claimants may then litigate in such court their several claims and rights among themselves. The Member further agrees to indemnify BIAW from, and to pay on demand or from funds held by BIAW or the Trust, all costs, damages, judgments, reasonable attorneys' fees, expenses, obligations and liabilities suffered or incurred in connection with or arising out of such interpleader.

7. **Default by Member.** If the Member is in default or fails to comply with any obligations or agreements under this Contract, including but not limited to those obligations and agreements set forth in paragraph 4 of this Contract, the Member shall not receive for any of Member's accounts a distribution or refund of any funds held by the Trust, BIAW, or BIAW's designee. The Member agrees that BIAW or its designee will receive any such distributions or refunds as additional fees. The Member also agrees that any Premium Return held, invested, or accrued by the Trust pursuant to the discretion granted the Trust and any interest or profit associated with such Premium Return shall not be subject to any claim by the Member in default or any creditor or assignee thereof.

8. **Payment of Penalties, Limits, or Member Liability.**

(a) Payment of all Penalties and additional Premium with respect to the Coverage Period will be on a pro-rata basis between the Participants, including the Member. The Member's liability for such penalties shall not exceed the Member's pro-rata share of any penalty or additional premium including any money previously returned to the Member pursuant to this Contract.

(b) DLI makes three (3) annual primary retrospective adjustments to the Premium Return and may demand Penalties for up to three (3) years beyond the Coverage Period. As a result, the Member's liability to BIAW or the Trust pursuant to the provisions of this Contract will extend beyond the Coverage Period and shall continue until all Penalties and additional Premiums due (if any) have been fully paid. The Member's liability under this Contract shall not be extinguished by the Member's withdrawal, expulsion or membership termination with BIAW or the Member's local association.

(c) The provisions of this Contract do not limit DLI's legal right to collect from the Member any defaulted Premiums, penalties or assessments arising from coverage provided by DLI. If DLI withholds any of such amounts owed by the Member from any aggregate retrospective Premium Return paid to BIAW, such amounts shall be deemed an obligation of the Member to BIAW and, upon demand by BIAW to the Member, the Member shall immediately pay the sum to BIAW in full.

(d) The Member shall, upon demand by BIAW or the Trust, remit any sums owing under the terms of this Contract. In the event the Member fails or refuses to pay any sum claimed by the Trust to be owing, that sum shall bear interest at a rate of eighteen percent (18%) per annum until the sum is collected.

(e) Should BIAW determine that the Member has not fully or properly reported in appropriate risk classifications, has understated hours worked by the Member's employees, or has based Premium payments on any methodology which causes payments to be understated, including but not limited to estimates of hours or piecework hours, then in such event, BIAW at its option may collect from the Member the difference between the Member's retrospective premium and the Premium actually paid by the Member. For purposes of this paragraph "retrospective premium" shall be as calculated by DLI.

9. **Attorneys' Fees and Venue.** In the event BIAW, its subsidiary, the Trust, or the Trustees are required to hire legal counsel to enforce the Member's obligations under this Contract, or to defend against claims by Member arising under this Contract, or arising from operation of the Plan or administration of the Trust, the Member agrees to pay all legal fees and cost incurred by BIAW, its subsidiary, the Trust, and the Trustees in any action or proceeding. Member also agrees that the Thurston County Superior Court shall be the exclusive venue for any lawsuits arising under this Contract or arising from operation of the Plan or administration of the Trust.

10. **Limitations of Liability, Exculpation and Indemnification.** The Member hereby releases and agrees to indemnify and hold BIAW, its subsidiary, the Trust, and all Trustees harmless from any and all liability for any decision made in good faith and with honest judgment which may now or hereafter be made by BIAW, its subsidiary, or the Trust with regard to the Plan, any Premium Returns, principle, interest, earnings, and profit, the payment of any such sums or the investment of any such sums to the maximum extent permitted by law or equity.

11. **Acceptance in Plan.** The Member acknowledges that DLI will accept BIAW's participation only if BIAW complies with statutory and regulatory requirements, and that the Member's participation is also subject to approval by DLI and BIAW. This Contract will become effective only upon approval of the Plan and the Member's participation. This Contract shall be binding upon the Member, its successors and assignees.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and date first above written.

Your signature required at top of page 3a

3c



Return On Industrial Insurance (R.O.I.I.) *Select* Program

Program Information

How The Program Works

Member companies continue to remit their quarterly premiums directly to the Washington State Department of Labor and Industries during the plan year. Participation in the R.O.I.I. Select program neither reduces nor increases a members' industrial insurance rates. The R.O.I.I. Select plan year begins July 1 and ends June 30. One year following the close of the plan year, L&I calculates the first of three retrospective adjustments. The 2011-2012 R.O.I.I. Select Plan Year refunds will be based on what the group and your company pays in standard premiums and retrospective rating premiums for claims (with a date of injury during the plan year) between July 1, 2011 and June 30, 2012. If the R.O.I.I. Select group's standard premiums paid exceed its retrospective rating premium, L&I returns the excess premium money to the group. If retrospective rating premiums exceed standard premiums paid, group members can be assessed additional premiums.

2011-2012 Enrollment & Adjustment Timeline

BIAW Annual R.O.I.I. Select Enrollment	R.O.I.I. Select Plan Year	L&I Adjustments		
February—April 29, 2011	July 1, 2011 — June 30, 2012	July 2013 First Adjustment (1 of 3)	July 2014 Second Adjustment (2 of 3)	July 2015 Third Adjustment (3 of 3)

Notification of Application Status

Companies that apply by April 29 will be notified in May 2011 if the application *does not* meet **BIAW** loss and history program requirements and given the opportunity to appeal. Companies that *do* meet the **BIAW** program requirements will receive acceptance and claims information in June 2011. Any company subsequently denied by **L&I** will be provided with additional notification and appeal rights.

Companies that apply after April 29 will be notified in writing if BIAW or L&I denies the application. **There will not be an opportunity to appeal this denial.** Companies that are approved by BIAW and L&I will receive acceptance and claims information.

Any companies denied enrollment in the plan year, will be refunded any R.O.I.I. Select enrollment fees paid for the plan year.

Program Requirements: BIAW

- Must meet minimum premium requirement of \$10,000 in standard premium paid based on industrial insurance account history.
- Show a positive loss ratio of developed losses versus premiums based on criteria developed by the R.O.I.I. Select program Trustees.
- Have a minimum of one year (July through June) of obtainable industrial insurance account history in Washington State.
- Must agree to Light-Duty and Kept on Salary (KOS) requirements.
- Current membership in a local home builders association affiliated with BIAW is required to enroll and receive refunds in the R.O.I.I. Select program.

**For questions on the BIAW group program, please contact our BIAW Retro Enrollment Staff
Renewing Companies Contact:**

Jenn Wright..... 1-800-228-4229 or email: renew@biaw.com

New Companies Contact:

Lara Hastings..... 1-800-228-4229 or email: enroll@biaw.com

L&I Program Requirements and Accepted Risk Classifications on Reverse Side.



Return On Industrial Insurance (R.O.I.I.) *Select* Program

Program Information

Program Requirements: L&I

- Have an open industrial insurance account with L&I.
- Have filed all required reports, paid all industrial insurance premiums, penalties and interest (or be current with a repayment plan) and not owe a debt to any other section of the department for the applying account (including sub-accounts) at the time of enrollment.
- Be a current BIAW association member (see Program Requirements – BIAW).
- Must separately enroll all sub-accounts that are construction related. Non-construction sub-accounts are optional.
- The primary nature of business for applying account(s) must be “construction and related services.”

For verification of meeting this criteria for the BIAW group, please refer to the attached list of accepted risk classifications or contact the L&I Retro Department at (360) 902-4851.

Your company must *primarily* report under one or more of the accepted risk classifications to be eligible.

Construction and Related Services

If your company qualifies, all of your industrial insurance premiums during the plan year will be covered under the R.O.I.I. Select program.

Applies to establishments engaged in all aspects of construction related services and activities as a primary business undertaking. The following risk classifications (and sub classifications) include operations applicable to Construction and Related Services:

0101 Excavation & Grading N.O.C.	0509 Overhead Power & Transmission Line Const.	0602 Elevator Installation, Service & Repair
0103 Drilling & Geophysical Exploration N.O.C.	0510 Wood Frame Building Construction	0603 Machinery Installation, Service & Repair
0104 Dredging N.O.C.	0511 Glass Installation: Buildings	0606 Vending Machine Inst., Service & Repair
0105 Fence Erection N.O.C.	0512 Insulation Inst. & Asbestos Abatement Work	0608 Telephone & Electrical Alarm System Inst.
0107 Undergrd. Utility Line Const. & Pipelaying N.O.C.	0513 Interior Finish Carpentry	0701 Dam Construction
0108 Sewer & Septic System Constructifon	0514 Garage Door Installation	0901 Shipbuilding or Repair N.O.C.
0112 Sand & Gravel Production including Dealers	0516 Carpentry N.O.C.	1303 Tele. Co. - All Other Employees N.O.C.
0201 Bridge, Bulkhead & Tunnel Construction	0517 Factory Built Home Set-up by Cont./Mfg.	1305 TV Cable Co. - All Other Employees N.O.C.
0202 Pile Driving with Water Hazard	0518 Non Wood Frame Building Construction	1507 Waterworks Operations, Repair & Main't.
0210 Asphalt Paving - Streets & Roads	0519 Sheet Metal Siding, Gutter & Downspout Inst.	1702 Underground Mines
0212 Asphalt Paving N.O.C.	0521 Painting: Buildings - Interior Work	1703 Surface Mines
0214 Concrete Work - Streets & Roads	0524 Drywall Installation (Discounted)	1704 Quarries
0217 Concrete Work - Foundations & Sidewalks	0526 Drywall Taping (Discounted)	2009 Lumber Yards & Building Material Dealers
0219 Guardrails, Street Signs & Traffic Lights Inst.	0527 Drywall Prime/Texture (Discounted)	2907 Cabinet & Countertop Manufacturing - Wood
0301 Landscape Construction & Renovation	0528 Drywall Stocking (Discounted)	2908 Factory Built Housing Manufacturing
0302 Masonry Construction	0529 Drywall Scraping (Discounted)	3101 Redi-mix Concrete Dealers
0303 Plastering, Stuccoing & Lathing: Buildings	0530 Drywall Installation	3105 Concrete Products Manufacturing
0306 Plumbing	0531 Drywall Taping	3415 Factory Built Housing Dealers
0307 HVAC Systems - Installation, Svc. & Repair	0532 Drywall Prime/Texture	3506 Mobile Crane & Hoisting Services
0308 Lawn Care Maintenance	0533 Drywall Stocking	4900 Const. Project or Site Superintendent/Mgr.
0403 Sign Erection	0534 Drywall Scraping	4901 Consulting Engineers & Architectural Svcs.
0502 Floor Covering Installation	0540 Wallboard Installation - Discounted Rate	4910 Property & Building Management Services
0504 Painting: Building & Structures - Ext. Work	0541 Wallboard Taping - Discounted Rate	5208 Iron Works - Shop
0506 Building Moving/Wrecking	0550 Wallboard Installation - Undiscounted Rate	
0507 Roof Work - Construction & Repair	0551 Wallboard Taping - Undiscounted Rate	
0508 Struct. Steel Erec. - Towers, Tanks & Cranes	0601 Electrical Wiring: Buildings & Structures	

Sub Classifications:

0607-16 TV Antenna or Satellite Dish: Inst., Removal, Svc. and/or Repair	1108-03 Flat Glass Merchants - No Tempering	4903-07 Boiler Inspecting N.O.C.
0607-17A Safe, Vault, Mail Boxes or Safe Deposit Boxes: Inst., Removal, Svc. and/or Repair	1108-05 Combined Auto & Flat Glass Merchants - No Tempering	4903-08 Elevator Inspecting
0607-17B Lock Sets and/or Dead Bolt Locks: New Installation	1501-09 Military Base Maintenance N.O.C.	4903-10 Inspection of Buildings
0607-18 Window Door Blinds, Curtains, Shades & Drapes: Installation	2903-08 Wood Door, Jamb, Window, Sash, Stair, Molding & Misc. Woodwork: Mfg., Prehanging or Assembly	5206-79 Permanent Yard or Shop Operations; Construction or Erection Contractor
0607-19 Advertising or Merchandise Display: Set-up or Removal within Buildings by Non-store Employees	2903-21 Wood Truss: Manufacturing	6601-04 Security Guards at Construction Sites
	2903-28 Wood Boat: Mfg., Repair or Refinish	
	3402-40 Welding or Cutting N.O.C.	
	4903-06 Marine Appraising	

A company may be eligible to participate in the group by exception if they are doing a construction related activity, that is not assigned to a risk classification listed above. Please contact Lara Hastings at 1-800-228-4229 or email enroll@biaw.com at BIAW for more information.