

State of New York – Workers’ Compensation Board

**CONSENT TO NYS WORKERS' COMPENSATION BOARD JURISDICTION
FOR NON-NEW YORK LICENSED CARRIERS (3C COVERAGE)**

Know All Men by these Presents:

That the _____
Insurance Corporation is a _____ insurance corporation duly
organized under and by virtue of the laws of the State of _____
having its principal place of business in _____ in the
State of _____ and duly authorized to do business
in _____ and appointed, does hereby agree to be subject to
the jurisdiction of the New York State Workers’ Compensation Board (WCB), and the courts of the
State of New York, to be bound by their rulings and decisions, in any administrative or judicial
proceedings arising out of a claim filed by an employee with the WCB for benefits under the New
York Workers’ Compensation Law over which the WCB has subject matter jurisdiction, where the
employer of such employee holds a policy from _____ Insurance Corporation for workers’
compensation coverage for injuries, diseases and death in New York State that includes
extraterritorial coverage provided under item 3C of _____ Insurance Corporation’s
workers’ compensation policy, an exemplar of which is appended as Exhibit A to this Statement.
_____ Insurance Corporation does hereby make, constitute and
appoint the Secretary to the WCB its true and lawful attorney in the State of New York, on whom
service of process, against said company, may be made in any administrative or judicial proceeding
arising out of a claim for benefits under the Workers’ Compensation Law in the State of New York.
Said attorney is hereby authorized and empowered to receive and accept such service of process and
such service shall be taken and held as valid as if served upon said company.

That the coverage afforded by the policies of such corporation, including extraterritorial coverage
provided under item 3C of the policy attached as Exhibit A will provide all coverage required by the
Workers’ Compensation Law, in accordance with all governing statutes, regulations and policies of
the WCB, and to thereby provide coverage under the laws of New York State. Such coverage shall
not entail compliance with any requirements of the New York Workers' Compensation Law not
related to the payment of claims, including any requirements regarding reporting or the payment of
assessments. This statement does not constitute an agreement to pay any claims arising out of
residual coverage which the _____ Insurance Corporation provides under a
requirement of the laws of the State of _____, and which do not encompass coverage
under item 3C of _____ Insurance Corporation's workers' compensation policy.

Except as precluded by the above _____ Insurance Corporation may raise
any defenses valid under the laws of New York State.

This statement shall be valid until expressly revoked in writing, provided any such revocation shall
not apply to any claims that arose prior to the date of such revocation. The undersigned understands
that the WCB may decline to accept this statement as evidence that it is providing coverage under
the laws of New York State, and in its discretion at any time, upon 10 days notice to the carrier,
revoke its acceptance of this statement.

