



CRUM & FORSTER®

A FAIRFAX COMPANY

Frequently Asked Questions

Question #1: If the employer has less than 5 employees at each location, does it have to report any of the above?

Answer #1: No. You do not have to comply with any of the above and you are not subject to any penalty for failing to report. However, if the employer has multiple locations, this reporting requirement *may* apply.

Question #2: What kind of 'test' must I verify was performed by the employee?

Answer #2: The 'test' must be a 'PCR test'. This test is used to detect the presence of an antigen – a toxic substance in the blood, like COVID-19). If someone reports they took a 'serology test' – a test usually done to detect if someone developed antibodies in the blood to fight off the virus -, that test should not be used to require the employer to report that employee to your Claims Administrator.

Question #3: Who is the Claims Administrator and how do I make a report to them?

Answer #3: Your Workers' Compensation Claims Administrator is Crum & Forster. At a minimum, before you discover an employee tested positive, you should preemptively contact your administrator and ask what the procedure is to report a claim. Remember that the reporting of an employee who tested positive is required to be done by email or fax for documentation purposes, so be sure to obtain an email or fax number for you to generate your report.

Question #4: How does an employer determine 'the last date of work' in order to start calculating the 45 day period?

Answer #4: The last date of work is from the last date on which the employee physically worked at a specific location, or locations, at the direction of the employer.

Question #5: Who decides whether or not there is an outbreak?

Answer #5: Your workers' compensation Claims Adjuster/Administrator will make that determination based on the information that is supplied to them by the employer in accordance with the employer's obligations under a & b above.

Question #6: What if my employees work from home?

Answer #6: Unless your employees are in home health care workers who assist a non-family or house member, employees who work from home are not covered by this law.

Question #7: What if my employee works from home and also works from jobsite?

Answer #7: As long as the employee is directed by the employer to work from a specific jobsite at some point in time during this coverage period, then this law applies to that particular employee as well.

Question #8: When must I pay sick leave benefits?

Answer #8: If the employer offers sick leave in response to COVID-19, sick leave must be paid until those benefits are exhausted first and then the workers' compensation claims administrator will pay temporary disability benefits thereafter, if applicable.

WHAT CAN THE EMPLOYER DO TO ASSIST IN THE INVESTIGATION? (ASSUMES BEFORE ADMINISTRATOR GETS FILE AND CAN DO THEIR OWN INVESTIGATION)

- Get a signed medical release and get records from primary care doctor, urgent care facilities, Emergency Rooms (can't subpoena until litigated)

- Create a work log of the applicant's industrial movements and contacts in last 14 days prior to diagnosis.
- Follow contact tracing data available
- Interview co-workers to confirm whether the employee adhered to safety practices at work, like wearing a mask, gloves, etc., and to address their knowledge of issues relating to non- work related events to include social distancing, non- work related COVID-19 exposure, travel, etc.
- Perform social media checks immediately before information is deleted
- Have the employee fill out a questionnaire (hand out with Claim Form/DWC-1) outlining timeline including:
 - when the applicant stopped work
 - when they believe infection occurred
 - all other possible exposures
 - all contacts in 14 days prior to positive test
 - all movements in the last 14 days (this is especially important should the case become litigated and a depo occurs, the applicant may not remember everything).

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