## The Greatest Warranty You May Never Need

Employees rarely slip and fall in our footwear. Should any employee have a slip and fall accident while wearing Shoes For Crews<sup>®</sup> footwear, we will reimburse your company up to \$5,000.\*



## SLIP & FALL \$5,000 WARRANTY

"This is the single **most effective program** to reduce the total cost of workers' compensation."

> –Kurt L., Vice President of Risk Services THE CHEESECAKE FACTORY, Calabasas Hills, CA

Submit your claim form online at www.shoesforcrews.com/warranty

# Limited Warranty

**Shoes For Crews, LLC** (Shoes For Crews or SFC) hereby agrees to reimburse a qualifying company participating in the Shoes For Crews corporate shoe purchasing program (Participating Company) for any direct medical expenses paid by Participating Company for injuries sustained by employees of Participating Company resulting from slip and fall accidents while wearing shoes purchased from Shoes For Crews, subject to the following conditions and exceptions.

### **Conditions & Exceptions**

- At the time of the accident, the employee must have been wearing shoes purchased in that employee's full name through a Shoes For Crews corporate shoe purchasing program within six (6) months prior to the accident date. Participating Company must report the occurrence of any covered accident to Shoes For Crews on the accident report form. Failure to notify Shoes For Crews within the stated 60 day time period will result in denial of the claim.
- 2. Accidents occurring (1) due to solid obstacles on the floor, including food particles and loose debris, (2) on ice surfaces, (3) in freezers or coolers, (4) in sub-zero or sub-freezing environments or (5) due to the employee's, Participating Company's, or a third party's negligent, reckless or otherwise wrongful acts are specifically excluded from coverage under this Limited Warranty. Exception: Pike Chill safety boot is currently only approved for use in cooler and freezer environments and is covered under this Limited Warranty for such use. Acceptable obstacles include, but are not limited to, water, grease, liquefied fats, and synthetic lubricants.
- 3. The maximum reimbursement for an individual claim is up to \$5,000, and the annual maximum reimbursement for all individual claims combined is limited to 20% of Participating Company's purchases from SFC during the 12-month period preceding the month in which the accident occurred.
- 4. Shoes For Crews reimbursement pursuant to this Limited Warranty is for direct medical expenses only. Claims other than direct medical expenses will not be considered for payment including, but not limited to, expenses due to time lost at work.
- 5. Shoes For Crews reserves the right to require written verification, or other documentation from the employee confirming the absence or presence of any of the above conditions on form(s) provided by Shoes For Crews. When providing documentation to support claim, claimant is responsible for redacting any confidential information in compliance with HIPPA Rules.
- 6. The Limited Warranty may be cancelled by Shoes For Crews if Participating Company is more than sixty (60) days delinquent at any time on any invoice(s) from Shoes For Crews.
- 7. The Limited Warranty applies solely to slip and fall accidents that occur on a level surface within Participating Company's workplace and/or while the employee is engaged in his or her regular job duties. For the avoidance of doubt, stairs are excluded from this Limited Warranty.
- 8. The CrewGuard® shoe coverings, Ice Cleats, Shower Slides, and shoes not fitted with SFC outsoles are expressly excluded from this Limited Warranty.
- 9. Final claims for reimbursements must be made within two (2) years of the accident date. Reimbursements for claims submitted after the two (2) year anniversary date of the accident will result in denial of the claim.
- 10. This Limited Warranty shall automatically be cancelled upon the termination of any corporate shoe purchasing program with Shoes For Crews.
- 11. This Limited Warranty shall be governed by the laws of the State of Florida without giving effect to its conflict of laws provisions. The venue for any action arising out of this Limited Warranty shall be in the state or federal courts located in Palm Beach County, Florida.

**CLAIMS PROCEDURES:** Participating Company must report the occurrence of any covered accident to Shoes For Crews (on form(s) to be provided by Shoes For Crews) which must be received by Shoes For Crews within sixty (60) days of the occurrence of such accident. Failure to notify Shoes For Crews within the stated time period will result in denial of the claim.

**TERMINATION:** This Limited Warranty shall automatically be cancelled upon the termination of any corporate shoe purchasing program with Shoes For Crews.

**VENUE:** This Limited Warranty shall be governed by the laws of the State of Florida without giving effect to its conflict of laws provisions. The venue for any action arising out of this Limited Warranty shall be in the state or federal courts located in Palm Beach County, Florida.



When participating company's employee has had a slip and fall accident while wearing Shoes For Crews<sup>®</sup> footwear purchased through a corporate shoe purchasing program, please do the following:

### How It Works



#### Who completes the claim?

The facility manager where the accident occurred or Participating Company's claims administrator must complete the Shoes For Crews Slip and Fall Accident Report.



#### Where do I send the form internally?

Once completed and signed, the form should be sent to Participating Company's corporate Safety/Risk Manager or the person in Participating Company responsible for safety and risk management.



#### What is the process for submitting the claim to SFC?

Participating Company's safety and risk management representative must forward the following documents to Shoes For Crews, within sixty (60) days of the accident date:

- The completed Shoes For Crews Slip and Fall Accident Report.
- Copy of Participating Company's internal Worker's Compensation Claim Form.
- Documentation of the payment of direct medical expenses related to the accident (as soon as it is available).

### **Three Ways To Submit Your Form**

**ONLINE** @

**EMAIL**@

☐ shoesforcrews.com/warranty



☑ warranty@shoesforcrews.com

## Accident Report

THIS FORM MUST BE SIGNED & DATED

Name of Participating Company:		
Address:		
City:	State:	Zip Code:
Phone Number:		
Claimant Name:	Claimant	: ID Number:
Date of Injury:	SFC style name or number worn a	at time of accident:
Invoice Number:		
Incident Description:		
	the claimant wearing Shoes For Crews footwe ompany's Corporate Shoe Purchasing Program	ear purchased within six (6) months prior to the n? □Yes □No
Please check one of the following	g as the cause of the accident:	
1. Claimant slipped on food pa	articles or some other object left on the floor.	
2. Claimant slipped on ice whi the Pike Chill safety boot.	ile working in the freezer, cooler, or sub-zero er	nvironment while not wearing
☐ 3. Claimant slipped on stairs.		
4. Claimant tripped.		
5. Claimant slipped while wear	ring Shoes For Crews footwear in his/her work	kplace and not because of option 1, 2, 3, 4 or 5.
	nd affirm that I have personal knowledge of the ort and that under penalty of law, the above info	
Authorized Representativ	ve's Name: Tit	tle:
Work Phone:	Da	ate:
	SHOES FOR CREWS USE ONI	LY
Claim Number	A	Approved 🗌 Denied



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