



EMPLOYERS RESPONSIBILITY COVERAGES WITH EXECUTIVE ASSISTANCE[®]

THIS INSURANCE MAY NOT BE OFFERED IN SATISFACTION OF THE INSURANCE REQUIREMENTS OF ANY "WORKERS COMPENSATION LAW" ANYWHERE.

VOLUNTARY COMPENSATION COVERAGE

"Voluntary compensation" coverage applies when you make a claim for bodily injury by accident, bodily injury by disease, or bodily injury by "endemic disease." The bodily injury must be injury to your "employee" and must arise out of and in the course of employment by you. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the Policy Period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.
3. Bodily injury by "endemic disease" must be caused by disease which your "employee" may reasonably be thought to have contracted by being in a place as a result of your employment. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

We will adjust the claim with the "employee" by applying the "workers compensation law" of the "state" you choose when you make the claim. The "state" whose law you choose must be one which is shown in the Declarations. The workplace of the "employee" must be within the "coverage territory."

We Will Pay Benefits

We will pay promptly the benefits which would be required of you by the "workers compensation law" of the "state" you choose when making the claim. The "state" you choose must be one which is shown in the Declarations for the following:

1. North Americans, meaning "employees" who are citizens or legal permanent residents of the United States (including its territories and possessions), and Puerto Rico;
2. Third Country Nationals, meaning "employees" who are not citizens of the country of their workplace and who are not described in 1. above; and
3. Local Nationals, meaning "employees" while traveling outside the country of their workplace and who are citizens of the country of their workplace but who are not described in 1. above.

If "State of Hire" appears after the words "North Americans:" in the Declarations for Voluntary Compensation, then with respect to "employees" for whom you wish to provide the benefits of a "state" of the United States of America (including its territories and possessions), or Puerto Rico, but who were not hired in any of those places, the benefits will be:

1. those of the "state" to which you agreed with the "employee" prior to the accident or the discovery of the disease; or
2. if no "state" was agreed with the "employee" prior to the accident or the discovery of the disease, the benefits of the specific "state" shown in the Declarations for "North Americans" as an alternative to "state of hire", or
3. if no "state" was agreed with the "employee" prior to the accident or the discovery of the disease, and no specific "state" is shown above for "North Americans", the benefits of the "state" shown in the address of the insured on the first page of the Declarations for this policy.

Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the "workers compensation law," including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an "employee" in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any "employee" in violation of the "workers compensation law."

If we make any payments in excess of the benefits regularly provided by the "workers compensation law" on your behalf, you will reimburse us promptly.

Before We Pay

Before we pay benefits to the persons for whom you have made claims, they must:

1. Release you and us, in writing, of all responsibility for the injury or death, if we so request;
2. Transfer to us their right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons for whom you have made claims under this coverage fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons who receive the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

EXECUTIVE ASSISTANCE[®] SERVICES

When an "employee" that is covered under this coverage part becomes injured or ill while traveling on your business within the "coverage territory," Executive Assistance[®] Services are available. We will provide your "employee", subject to the Limits of Insurance shown in the Declarations under II. Executive Assistance Services, Medical Assistance Services with the services listed below.

Executive Assistance Services are Medical Assistance, Personal Assistance, Travel Assistance and Security Assistance as described herein.

Executive Assistance is serviced by a third party provider of the Medical Assistance, Personal Assistance, Travel Assistance and Security Assistance services described in this section.

Executive Assistance Services are available to “you,” your “expatriate employees” and “employees” engaged in “temporary travel,” including their accompanying spouse, child(ren) or other companion(s) engaged in “temporary travel”. For Executive Assistance Services, the definition of “employee” is extended to include accompanying spouse, child(ren) or other companion(s). “Employees” may contact the service provider at any hour on any day.

For Executive Assistance Services, Temporary Travel includes personal travel, but only if such personal travel does not exceed a total of fourteen consecutive days, and is incidental to travel on your business, outside of the country of an “employee’s” workplace.

The service provider is staffed with trained multi-lingual personnel, including doctors on round-the-clock call for emergency medical consultation and assistance as described in these Executive Assistance Services. This center handles requests for referrals to English-speaking doctors, and specialists, as well as all aspects of coordinating an emergency medical evacuation.

Information about Executive Assistance Services, as well as access to the online Security Assistance services listed above, will be available through a **password protected website address: www.aceExecutiveAssistance.com**. The **Login Name and Password for this website is provided to you under separate cover in your policy packet**. Security assistance will be one of several information services available through this website. **There are no restrictions to the number of times an insured may access this website including the Security information services**. Executive Assistance **wallet cards and passport stickers also will be available to insureds online** through this website, as PDF documents that can be downloaded and printed at the convenience of ACE policy holders.

Medical Assistance Services

We will not pay more for all Medical Assistance Services expense in any one policy year than the amount shown in the Declarations as the policy limit for Medical Assistance Services, regardless of the number of “employees” to whom services were rendered. If we incur expenses for Medical Assistance Services in any one policy year in excess of the policy limit, you agree to reimburse us or our designee for the amount in excess of the policy limit.

All services and payments must be arranged and pre-approved by the service provider. Evacuations/Repatriations must be ordered by a legally licensed physician and approved by the service provider’s designated physician to certify that the severity of the “employees” injury or sickness warrants an emergency evacuation/repatriation. All transportation arrangements must be by the most direct and economical route possible. In the event you are seriously ill or injured and cannot call, you must contact the service provider as soon as you are able.

Hospital Admission Deposit

We will either guarantee the payment of or wire any required emergency hospital admission deposit up to US\$10,000. You or your “employee” will repay any such deposit to us within 45 days (without interest). If you fail to repay to us such deposit in the time allowed or we are required to pay on our guarantee, then such money becomes a service rendered, and we have the additional rights set out under the heading “Transfer of Rights of Recovery against Others to Us.”

Medical Monitoring

The service provider will monitor the “employee’s” condition when hospitalized abroad and will use best efforts to report regularly the “employee’s” condition to a person designated by the “employee.”

Dispatch of a Doctor or Specialist

When the service provider determines, based on information available to them, that an "employee's" condition cannot be adequately assessed to evaluate the need for evacuation, the service provider will dispatch a doctor or specialist to the "employee's" location. We will pay the cost of the doctor's or specialist's travel to the "employee's" location, but we will not pay the cost of any medical services rendered by the doctor or specialist at the location. Medical Expenses are not covered by Executive Assistance and should be submitted to the health carrier, or if work related, submitted to the Workers' Compensation carrier, or similar carrier.

Emergency Medical Evacuation

When the service provider determines adequate medical facilities are not available locally, we will arrange and pay for emergency medical evacuation under medical supervision, if necessary, to the nearest location with adequate facilities. Our obligation is limited to the limits of liability shown in the declarations page.

The service provider will arrange and we will pay the cost for one family member or other traveling companion to continue to accompany the "employee" during evacuation, if it is reasonably possible for that person to accompany the "employee". Our obligation is limited to the cost of the airfare, and an incidental expense maximum of \$300. per day, and \$5,000 Maximum for any one occurrence.

"Employee" and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during emergency evacuation.

Repatriation

If the service provider determines, based on information available to them, that it is medically necessary to repatriate the "employee" to a facility which is in the country of residence of the "employee" or a location in the country of which the "employee" is a citizen, following stabilization, we will arrange and will pay for repatriation under medical supervision, if necessary.

The service provider will arrange and we will pay the cost of one family member or other traveling companion to continue to accompany the "employee" during repatriation, if it is reasonably possible for that person to accompany the "employee". Our obligation is limited to the cost of the airfare, and an incidental travel expense of a maximum of \$300. per day, and Maximum for any one occurrence of \$5,000.

"Employee" and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during repatriation.

Our obligation is limited to the provision of one (1) repatriation attributable to any single medical condition of an "employee."

Repatriation of Mortal Remains

In the event of an "employee's" death while traveling, the service provider will render every assistance possible to obtain necessary clearances and arrange for the return of the mortal remains in an appropriate transportation container to a location which is consistent with the known reasonable wishes of the "employee" or of the "employee's" family. We will pay reasonable expenses associated with such return, including the cost of embalming to meet any applicable requirements.

We will also pay the cost of one family member or other traveling companion to continue to accompany the mortal remains of the deceased "employee" during repatriation, if it is reasonably possible for that person to accompany the remains. Our obligation is limited to the cost of the airfare, and an incidental travel expense of a maximum of \$300. per day, and a Maximum for any one occurrence of \$5,000.

Personal Assistance

Pre-Trip Medical Referral Information

The service provider will provide pre-trip referral information to “employees” regarding countries and regions to be visited, including local multi-lingual doctors and/or addresses and phone numbers for hospitals.

Emergency Medication

Should an “employee” require prescription medication that is not available locally, the service provider will make arrangements for the transportation of such medication, when possible and legally permissible, to the “employee” upon the request of the prescribing physician. The “employee” is responsible for the cost of medication and the transportation.

Embassy and Consular Information

The service provider will provide “employees” with contact information for embassies and consulates worldwide.

Lost Document Assistance

The service provider will assist with obtaining replacements if an “employee” loses important travel documents while traveling, including passport and credit cards. We will not pay the cost of obtaining such replacements.

Emergency Message Transmission

The service provider will make reasonable efforts to receive and transmit emergency messages for an “employee” to one family member and/or employer.

Emergency Cash Advance

We will, whenever possible, provide “employees” with a cash advance of up to \$1000 in local currency for emergencies. You or your “employee” will repay any such emergency cash advance to us within 45 days (without interest). If you or your “employee” fail to repay to us such advance, then such money becomes a service rendered, and we have the additional rights set out under the heading “Transfer of Rights of Recovery against Others to Us.”

Legal Access

The service provider will provide “employees” with an introduction to local attorneys. Assistance will also be provided in obtaining bail bonds in those areas where such bonds are customarily issued. “Employee” is responsible for contracted legal fees.

Translations & Interpreters

The service provider will provide personal emergency translation services, as well as referrals to interpreter services. When personal presence or other customized interpreter services are required, the “employee” will be responsible to pay locally the cost of such interpreter services.

Benefits Verification and Claims Assistance

The service provider will assist “employees” in verifying their medical insurance benefits when hospitalized overseas and we will assist in coordinating overseas claims procedures with their health insurance and any applicable workers compensation insurance and as you direct.

Travel Assistance

Emergency Family Travel Arrangements

The service provider will coordinate emergency travel arrangements for family members who need to join a hospitalized "employee", or to accompany the mortal remains of a deceased "employee". The costs of travel services are the responsibility of the traveler(s).

Return of Traveling Companion/Dependents

When the service provider hospitalizes or evacuates an "employee" and a traveling companion's air ticket is no longer usable, The service provider will arrange, but not pay the cost of, one way air transportation for the companion to the original departure point, or to their place of residence.

At the request of the "employee", the service provider will arrange, but not pay the cost of qualified attendants to accompany the return of traveling companions/dependents.

Return of Vehicle

In the event of an "employee's" hospitalization or medical evacuation, the service provider will arrange, but not pay the cost, to have the "employee's" unattended vehicle returned to the rental agency or the "employee's" current principal residence.

Concierge Services

As a benefit to the "employee(s)" the service provider will offer a suite of services that assist in making arrangements or purchases that are useful to "employee(s)" traveling outside of their country of residence.

All costs associated with the purchase and or provision of the "concierge services" will be the sole responsibility of the "employee(s)".

Where available "Concierge Services" will include:

- A. Destination profiles: The service provider shall provide information on every country in the world and over 200 cities worldwide, including information on local entertainment, suggested itineraries, and health advisories.
- B. Epicurian needs: The service provider shall arrange the delivery of specialized foods and beverages to the "employee's" home or office, including gourmet food and fine wine.
- C. Event ticketing: The service provider shall arrange for tickets to sporting events, theater or concert event worldwide as long as the tickets are available for purchase.
- D. Floral Services: The service provider shall arrange for the purchase and shipment flowers and gift baskets to friends, family members, and business associates.
- E. Tee time reservations: The service provider shall provide referrals to golf courses and tee times at golf courses around the world.
- F. Hotel accommodations: The service provider shall offer recommendations on hotels worldwide and book reservations if requested by the "employee(s)".
- G. Meet-and-greet services: The service provider shall arrange the pick-up of friends, family members or business associates at airports or other common carrier destinations by limousine personnel.
- H. Personalized retail shopping assistance: The service provider shall arrange for the purchase selected retail items at the "employee(s)" request and expense.

- I. Pre-trip assistance: The service provider shall provide information on travel destinations, city profiles, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.
- J. Procurement of hard-to-find items: The service provider shall use its best efforts to arrange for an obscure or exotic item at the "employee(s)" request.
- K. Restaurant referrals and reservations: The service provider shall provide the "employee(s)" with information on restaurants worldwide and will book reservations if requested.
- L. Rental car reservations: The service provider shall arrange for worldwide reservations through most major rental car agencies.
- M. Commercial airline reservations: The service provider shall arrange for air travel accommodations to destinations worldwide on behalf of the "employee(s)".

SECURITY ASSISTANCE

Travel Security Information

We will provide the policy holder with access to the online Security Assistance services through www.aceExecutiveAssistance.com. Policy holder "employees" can select information at a region, country or city level to access detailed Travel Security Information reports regarding threats posed in a particular city or country by criminal or terrorist activities or political and civil unrest and other factors affecting travel in cities throughout the world. These reports will include an overall security rating across 6 key categories, security alerts, the latest Security, Health and Exit/Entry information, key local contact numbers and a map.

Emergency Political Repatriation and Relocation

We will reimburse you or your "employee" for the "Insured Losses" arising from an "Insured Event" for "Emergency Political Repatriation" or "Emergency Relocation" incurred by you or your "employee".

The most we will reimburse is \$2,500 Per "Employee" per "Insured Event" for "Emergency Political Repatriation" and \$2,500 Per "Employee" per "Insured Event" for "Emergency Relocation," subject to a policy limit of \$10,000. regardless of the number of "Insured Events".

This extension is subject to the following additional definitions:

"Insured Event" shall mean the "Emergency Political Repatriation" or "Emergency Relocation" of an "Employee" which takes place within the "Coverage Territory".

"Policy Limit" shall mean the most we will pay under this policy.

"Emergency Political Repatriation" shall be repatriation arising from:

- a. Officials of the "Resident Country" issuing for reasons other than medical, a recommendation that categories of persons, which include "employees", should leave the country in which the "employee" is a temporary resident; or
- b. An "employee" being expelled or declared persona non grata on the written authority of the recognized government of the country in which the "employee" is a temporary resident; or
- c. The complete seizure, confiscation or expropriation of property, plant or equipment of the Insured by the authority of the recognized government of the country in which the "employee" is a temporary resident.

“Emergency Relocation” shall be the return of an “employee” who has been subject of an “Emergency Political Repatriation” to the country from which the “employee” was expatriated.

“Repatriation”, for this coverage, shall be the return of an “employee” to the “employee’s” “resident country.”

“Resident Country” shall be the country where the “employee” is a national.

“Insured Losses” shall mean:

- a. Transportation costs incurred by you or your “employee” for “Emergency Political Repatriation” to the “employee’s” “resident country” or to the nearest place of safety outside the country where the “insured event” takes place;
- b. Reasonable accommodation costs incurred by you or your “employee,” while the subject of Emergency Political Repatriation, for a maximum period of seven days;
- c. Economy class transportation costs incurred by you or your “employee” on any licensed common carrier from a published timetable for “Emergency Political Relocation” of the “employee”; and
- d. The Fees and expenses of the contracted security provider.

“Insured Losses” shall not include, however:

- a. Costs, fees or expenses incurred by you or your “employee” for “Emergency Political Repatriation” or “Emergency Political Relocation” as a result of a violation by you or your “employee” of the laws or regulations of the country in which the “Insured Event” takes place;
- b. Costs, fees or expenses incurred by you or your “employee” for “Emergency Political Repatriation” or “Emergency Political Relocation” as a result of the failure of you or your “employee” to properly procure or maintain any immigration, work, residence or similar visas, permits or other documentation in the country in which the “insured event” takes place;
- c. Costs, fees or expenses incurred by you or your “employee” for “emergency political repatriation” or “emergency political relocation” from a debt, insolvency, commercial failure, repossession of property by a titleholder, mortgagee, lien holder or other financial clause;
- d. Costs, fees or expenses incurred by you or your “employee” for “emergency political repatriation” or “emergency political relocation” for the failure to honor any contractual obligation or bond or obey any condition of a license;
- e. Costs, fees or expenses incurred for “emergency political repatriation” or emergency political relocation” by nationals of the country in which the “insured event” takes place; or
- f. Costs, fees or expenses for “emergency political repatriation” or “emergency political relocation” caused by or arising out of natural disasters including, but not limited to:
 - i. Earthquake, flood, fire, volcanic eruption or windstorm,
 - ii. Ionizing radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - iii. The Radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.

Coverage Territory for “Emergency Political Repatriation” or “Emergency Relocation”

Anywhere in the World, but Excluding:

1. the United States of America (including its territories and possessions) and Puerto Rico
2. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America:

Exclusions

We will not be responsible for the cost of services arising from:

Service provided outside the policy period; if, before the end of the policy period, we have begun to assist an “employee” with any of the services described under the heading “Medical Assistance Services,” we will continue to provide those services for up to seven days from the end of the policy period;

Services rendered without our authorization and/or intervention; but we will pay the cost, if any, which we estimate we would have incurred to provide evacuation and/or repatriation to any “employee” who obtained such services without our authorization and/or intervention.

Services provided for which no charge is normally made;

Expenses incurred if the original or ancillary purpose of the “employee's” trip is to obtain medical treatment;

Intentionally self-inflicted injuries, suicide or any attempt thereof, regardless of mental condition;

Service in the Armed Forces of any country;

Use of any drug unless prescribed by a physician;

The commission of or attempt to commit an unlawful act;

Routine or minor medical problems, tests and exams related to pregnancy;

Transportation for an “employee's” vehicle involving intercontinental and/or marine transportation;

No services shall be available for any “employee” if such services are required as a result of:

1. Mild lesions, simple fractures, or mild sickness, which can be treated by local doctors and do not prevent the “employee” from continuing his/her trip or returning home;
2. Pregnancies except in case of major, vital complication for mother and/or baby; and
3. Services for which request is made after we have paid the policy limit or incurred expenses which exceed the policy limit

Conditions

Errors and Omissions

We are not liable for any act or omission by a local doctor or attorney who is not our employee nor the employee of a third party provider of the assistance services described in this section of the policy.

We cannot be held responsible for failure to provide, or for delay in providing, services when such failure or delay is caused by conditions beyond our control, including but not limited to flight conditions, strike, riot, civil commotion, war or uprising, or where rendering of service is prohibited by local laws or regulations.

Transfer of Rights of Recovery against Others to Us

If you or the "employee" to whom we render assistance have any rights to recover all or any part of the cost of services rendered under this coverage part from any other people or organization, including rights to recover under any "workers compensation law," health plan or insurance policies, we are entitled to an assignment of those rights to the extent of our benefit payments. You and your "employee" shall transfer those rights to us and cooperate with us as may be necessary to enforce such rights. You and your "employee" agree to sign any papers, deliver them to us, and do anything else that we may reasonably require to help us pursue such rights.

Suits Against Us

You agree not to bring suit against us unless you have complied with all the terms of this policy. Any such suit must be brought within two years after assistance services are rendered.

No person or organization has any right to bring us into any action to determine your liability.

Return to Work

You have the responsibility for the decision of whether or not an "employee" returns to work. You are responsible for obtaining any medical releases to determine "employee's" suitability to travel or not, or to resume work or not. The decision and the results thereof are solely the responsibility of the "employee," you, and/or the "employee's" attending physician. We are not involved in such decisions.

Services Not Covered

You agree to reimburse us or our designee for services rendered on your behalf which are not covered in this policy, when such services are requested or approved by a corporate officer whose name you have given us to contact, or when such services are provided in good faith to any "employee" not covered by reason of cancellation of this policy or coverage.

CONTINGENT EMPLOYERS LIABILITY COVERAGE

We will pay all sums you legally must pay as damages because of bodily injury to your "employees," provided the bodily injury is covered by this Contingent Employers Liability Coverage

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
2. for care and loss of services;
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured "employee"; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured "employee's" employment by you; and
4. because of bodily injury to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

How This Insurance Applies

This employers liability insurance applies to bodily injury by accident, bodily injury by disease and bodily injury by "endemic disease." Bodily injury includes resulting death. The bodily injury must arise out of and in the course of the injured "employee's" employment by you. The workplace of the "employee" must be within the "coverage territory."

1. Bodily injury by accident must occur during the Policy Period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.
3. Bodily injury by "endemic disease" must be caused by disease which your "employee" may reasonably be thought to have contracted by being in a place as a result of your employment. The "employee" must have been in a place where the disease contracted is known to occur. The time the "employee" was in the place where the disease occurs must have been within the Policy Period. The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an "employee" employed in violation of law;
3. bodily injury to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. damages arising out of the discharge of, coercion of, or discrimination against any "employee" in violation of law.
7. bodily injury sustained by any:
 - a. master or crew member of any vessel or of the flying crew of any aircraft;
 - b. "employee" in the course of any employment subject to United States Government workers compensation laws, including Jones Act, Longshoremen and Harbor Workers Compensation Act, Defense Base Act, or War Hazards Compensation Act or any amendment or replacement of those Acts.

Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Declarations. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more "employees" in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease including by endemic disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease including by "endemic disease," regardless of the number of "employees" who sustain bodily injury by disease. The limit shown for "bodily injury by disease including by endemic disease-each

employee” is the most we will pay for all damages because of bodily injury by disease to any one “employee.”

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

EXCLUSION - ALL COVERAGES

War

This insurance does not cover loss arising out of war, whether or not declared, invasions, insurrection, rebellion, hostilities, revolution or usurped power.

CONDITIONS - ALL COVERAGES

Premium Basis

Premiums for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll, allowances relating to expatriate employment and all other remuneration paid or payable during the Policy Period for the services of:

1. all your officers and “employees” engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis.

You will allocate reported remuneration or other premium basis between categories for North Americans, Third Country Nationals, and Local Nationals or such other categories as you and we may agree.

Final Premium

The premium shown in the Declarations is an estimate. The final premium for each period of this policy will be determined after the end of such period by using the actual, not the estimated, premium basis and the classifications and rates that apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you.

If this policy is canceled, the final premium will be calculated pro rata based on the time this policy was in force.

Long Term Policy

If the Policy Period is longer than one year and sixteen days, all provisions of this coverage form will apply as though a new policy were issued on each annual anniversary that this policy is in force.

Who is Insured

You are insured if you are an employer shown as a Named Insured in the Declarations. If you are designated in the Declarations as a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's “employees.”

We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for “voluntary compensation” benefits, for repatriation, or for damages for employers liability payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

Your Duties If Injury Occurs

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the “workers compensation law.”
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

Other Insurance

For “Voluntary Compensation” Coverage, the insurance under this policy is “primary.”

For Employers Liability Coverage and Executive Assistance Services, this policy is “contingent.”

If there is other insurance or assistance service which is on the same “contingent” or “primary” basis as this insurance, we will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

DEFINITIONS - ALL COVERAGES

Contingent

means insurance, including contracts for assistance services, issued to apply to claims, "suits" or requests for assistance services, brought outside the country in which the insurance was issued. "Contingent" insurance takes the place of "primary" insurance when the "insured" has no "primary" insurance coverage which applies.

"Contingent" insurance will pay only the amount by which its limit exceeds the limits of any "primary" insurance, including "primary" insurance issued on an excess basis, which applies.

When this insurance is "contingent," we have no duty to defend unless

1. the amount of the claim or "suit" exceeds the limits of the "primary" insurance which applies, or
2. no "primary" insurance coverage applies.

Coverage territory

means the Coverage Territory for Employers Responsibility Coverages shown in the Declarations.

Endemic disease

means any disease which is:

1. infectious and generally recognized as a public health hazard;
2. restricted or peculiar to a locality or region; and
3. not disease caused or aggravated by the conditions of your employment.

Employee

means anyone employed by the Named Insured including any voluntary worker. At your option, "employee" may include individuals who are independent contractors with whom you have a written contract in which you agree to provide them the benefits of "voluntary compensation."

Expatriate Employees

means that for "employees" of your workplaces to which this insurance applies and which are not excluded from the applicable "coverage territory" shown in the Declarations, this insurance applies from the moment you hire or assign such an "employee" to a workplace outside the home country or country of residence of that "employee." If you agree with an "employee" whose home country or country of residence is other than that of the intended workplace, to grant benefits as though the "employee" had been hired or assigned while outside the country of intended workplace, this insurance will cover such benefits.

This insurance will cease to apply to such an "employee" when the "employee's" employment or assignment in such workplace ends; however this insurance shall continue to apply during the prompt return of the "employee" to the place from which assignment or employment commenced. If you are found legally liable under the provisions of the "workers compensation law" of any "state" other than that of the workplace for which you hired or to which you assigned such "employee," we will adjust and settle for you all sums which you become obligated to pay by reason of such law.

Primary

means insurance issued to respond prior to other insurance to claims or "suits" brought in the country in which such insurance was issued. "Primary" insurance may include insurance for claims or "suits" arising from

“occurrences” which take place outside the country in which such insurance was issued.

State

means any nation or political sub-division which has a “workers compensation law” and includes the states of the United States of America (including its territories and possessions), the District of Columbia, and Puerto Rico.

State of hire

means the “state” in which you hire or from which you assign an “employee” for work at a workplace within another country or countries shown in the “coverage territory” to which this insurance applies.

Temporary Travel

means that for “employees” of your workplaces located in the United States of America (including its territories and possessions), and Puerto Rico, this insurance only applies to claims or suits arising from temporary travel on your business outside of the country of their workplace.

For “employees” of your workplaces to which this insurance applies and which are not excluded from the applicable “coverage territory” shown in the Declarations, this insurance also applies to claims or suits arising from temporary travel on your business in the United States of America (including its territories and possessions), and Puerto Rico.

If you are found legally liable under the provisions of the “workers compensation law” of the “state” of an “employee's” workplace for a claim or suit arising from temporary travel on your business outside the country of the “employee's” workplace, you may voluntarily submit such claim or suit to us and we will adjust and settle such claims or suits for all sums which you would become obligated to pay by reason of such law.

Voluntary compensation

means the medical, disability and other benefits prescribed by the “workers compensation law” of the “state” you choose when you make a claim. We will not pay the amount of any benefits which are denied an “employee” by reason of:

1. insolvency of another insurance company, “state” fund or self-insurance plan; or
2. your failure to comply with the requirements of any “state” that you maintain workers compensation and employers liability insurance in that “state.”

Workers compensation law

means the workers or workmen's compensation law and occupational disease law of any “state.” It includes any amendments to that law which are in effect during the Policy Period. It does not include the provisions of any law that provide non-occupational disability benefits. For a “state” which has no comparable law, it means whatever are the customary benefits for medical care and loss of wages that would be provided to an injured worker whether provided by the employer or by the “state.”