

Important Notice to Policy Holders

When you insure your company with Chubb, you connect your covered employees to the vital services they need as they travel. As part of our International Voluntary Workers' Compensation, International Blanket Accident or Blanket Accident insurance solutions, Chubb engaged a leading global medical assistance provider, Europ Assistance, to give your covered employees 24/7 access to medical and travel services around the world.

With medical assistance services from Europ Assistance, help is only a phone call away. Europ Assistance has a local presence in more than 200 countries and territories worldwide, including more than 35 assistance centers staffed with multilingual assistance coordinators, case managers, and medical staff. Europ Assistance also maintains constant communication with our dedicated Multinational Claim Unit to ensure seamless claim handling, no matter where a loss occurs.

If your covered employees are injured and need to locate medical care, Europ Assistance is available for timely help anywhere around the world. Europ Assistance provides the following services worldwide:

Medical Assistance Services:

- Medical provider search and referrals to help find hospitals and doctors in a given locale
- Medical monitoring of treatment
- Facilitation of medical payment
- Coordination of medication

Medical Evacuation and Repatriation Services:

- Emergency medical evacuations and medically-necessary repatriation
- Coordinate transportation to join a hospitalized family member
- Dependent children/traveling companion assistance

Europ Assistance Contact Information
<p>Toll free in the US or Canada: +1 866-611-1204 or Collect outside of the US: +1 240-330-1580 In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance, and then contact Europ Assistance.</p>

Travel Risk Intelligence Portal

As part of your Chubb insurance solution, covered employees can access Europ Assistance's Chubb insureds-only website that features information and tools to support employees before and during their trips abroad. The site contains real-time destination-based health, security and travel-related information, including:

- Country and city risk ratings and profiles
- Health, medical, safety and security reports per locale
- Mitigation tips and consulate contacts
- Information on business conduct, transportation, holidays, currency exchange rates, etc.
- News and real-time security alerts
- General travel tips

The Europ Assistance portal also includes useful tools that help minimize the inconveniences associated with international travel and support employees in an emergency, such as drug and medical term translation.

Access the portal:

Go to the URL listed below to access Europ Assistance's website and click on the "Sign Up Now" link in the gray Log In box. Use your Group ID and Activation code to fill out the registration information. Once registered, an automated e-mail will be sent to confirm your registration. Follow the link in this e-mail to complete your registration. You can now access the Europ Assistance website at any time using your new login and password.

URL: www.chubb.com/travelhelp/fwvc
 Group ID: N2CHUFVW
 Activation code: 130502

- Cut Card Out & Fold On Dotted Line -

<p>Global Medical Assistance Services Available to help 24/7</p>	
<p>Insured Name: WESTERN KENTUCKY UNIVERSITY Policy ID: 73251904 Expires: DECEMBER 01, 2019</p>	<p>Travel Risk Intelligence Portal access: www.chubb.com/travelhelp/fwvc</p> <p>For portal registration information, please contact your program administrator directly.</p>
<p><small>CHUBB</small> Call +1 866-611-1204 from US and Canada. From other locations, call Collect +1 240-330-1580.</p>	<p>In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance, and then contact Europ Assistance.</p>



Chubb refers to the insurers of the Chubb Group of Insurance Companies. Not all insurers do business in all jurisdictions. This literature is descriptive only. Actual coverage is subject to the language of the policies as issued. Whether or to what extent a particular loss is covered depends on the facts and circumstances of the loss and the actual coverage of the policy as issued. Chubb, PO Box 1650, Whitehouse Station, NJ 08889-1650. Chubb Group of Insurance Companies / www.chubb.com

POLICYHOLDER NOTICE

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter “Chubb”) distribute their products through licensed insurance brokers and agents (“producers”). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

Exporters Package Portfolio Policy

Insuring your fragile world

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International Commercial Insurance

Schedule of Forms

Policy Period DECEMBER 01, 2018 to DECEMBER 01, 2019

Effective Date DECEMBER 01, 2018

Policy Number 7325-19-04 LOU

Insured WESTERN KENTUCKY UNIVERSITY

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued SEPTEMBER 05, 2018

The following is a schedule of additional forms included with this policy:

Form Name	Form Number	
EUROP ASSISTANCE IMPORTANT NOTICE	99-10-0938	(01/14)
AOD IMPORTANT POLICYHOLDER NOTICE	99-10-0872	(06/07)
FRONT PAGE EXPORTERS	FRONT PAGE	(02/05)
SCHEDULE OF FORMS	11-02-0404	(01/89)
COVER PAGE	11-02-0974	(02/99)
PREMIUM STATEMENT - INSURED COPY	11-02-0302	(04/99)
PREMIUM STATEMENT	11-02-0302	(04/99)
DECLARATIONS - GREAT NORTHERN	11-02-0303	(01/89)
INTERNATIONAL COMMON POLICY CONDITIONS	11-02-0300	(02/05)
INTERNATIONAL COMMON POLICY CONDITIONS - CURRENCY REVISED	11-02-1397	(02/10)
INTERNATIONAL PROPERTY INSURANCE	11-02-1329	(02/05)
PROPERTY/TIME ELEMENT APPLICATION OF COVERAGES, CONDITIONS AND DEFINITIONS	11-02-0400	(03/06)
BUILDING AND PERSONAL PROPERTY	11-02-0406	(03/06)
ELECTRONIC DATA PROCESSING PROPERTY	11-02-0407	(03/06)
ACCOUNTS RECEIVABLE, FINE ARTS, MONEY AND SECURITIES AND VALUABLE PAPERS	11-02-1273	(02/05)
GL DECLARATIONS - INTERNATIONAL TERRITORY	11-02-1245	(03/14)
GL CONTRACT	11-02-1220	(09/03)
GL - EMPLOYEE BENEFIT PROGRAM E AND O	11-02-0506	(03/14)
NON-ACCUMULATION OF LIMITS	11-02-1256	(04/09)
PROFESSIONAL LIABILITY EXCLUSION	11-02-0509	(09/03)
EXCLUSION - ABUSE OR MOLESTATION, TOTAL	11-02-1100	(04/06)
EXCLUSION - PRIVACY	11-02-1261	(03/04)
EXCLUSION - INTELLECTUAL PROPERTY LAWS OR RIGHTS	11-02-1402	(05/10)
EXCLUSION - POLLUTION	11-02-1432	(02/13)
EXCLUSION - LOSS OF USE OF ELECTRONIC DATA	11-02-1433	(02/13)
EXCLUSION - INFORMATION LAWS, INCLUDING UNAUTHORIZED OR UNSOLICITED	11-02-1434	(02/13)

Schedule of Forms

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COMMUNICATIONS		
EXCLUSION - ALCOHOLIC BEVERAGE TYPE BUSINESS	11-02-2102	(03/13)
AUTO DECLARATIONS	11-02-0987	(04/99)
AUTO LIABILITY CONDITIONS	11-02-0540	(06/92)
AUTO - BODILY INJURY AND PROPERTY DAMAGE CONTRACT	11-02-0542	(06/06)
AUTO - AMENDED EXCLUSION - ADD PRIMARY PD	11-02-0932	(02/99)
WORKERS' COMPENSATION - DECLARATIONS - EXECUTIVE	11-02-0988	(12/09)
WORKERS' COMPENSATION CONDITIONS	11-02-0604	(12/09)
INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION	11-02-0603	(12/09)
INTERNATIONAL CRIME INSURANCE - DECLARATIONS	11-02-0701	(02/05)
INTERNATIONAL CRIME INSURANCE - CONTRACT	11-02-0702	(02/05)
KIDNAP RANSOM	11-02-0921	(04/99)
KIDNAP RANSOM MANUSCRIPT ENDORSEMENT	11-02-0909	(01/01)

Exporters Package Portfolio

DESIGNED FOR:

Insured Name: WESTERN KENTUCKY UNIVERSITY

Insured Address: 292 ALUMNI AVE STE 305
BOWLING GREEN, KY 42101

ARRANGED BY:

Agent Name: VAN METER INSURANCE AGENCY INC

Agent Address: P.O. BOX 1779
BOWLING GREEN , KY 421021779

Important Notice

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under the WHO IS INSURED PROVISION.

Other words, phrases, and Subjects of Insurance that appear in **bold** print have special meanings. Definitions appear throughout the policy.

Amendments and Declarations issued with the policy are effective at policy inception. Amendments and Declarations issued later show their effective dates.

International Workers' Compensation Insurance

Declarations

**Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889**

Named Insured and Mailing Address

WESTERN KENTUCKY UNIVERSITY
292 ALUMNI AVE STE 305
BOWLING GREEN, KY 42101

Policy Number 7325-19-04 LOU

Effective Date DECEMBER 01, 2018

Issued by the stock insurance company indicated below, herein called the company.
GREAT NORTHERN INSURANCE COMPANY

Producer No. 36016-99999

Incorporated under the laws of
INDIANA

Producer VAN METER INSURANCE AGENCY INC
P.O. BOX 1779
BOWLING GREEN , KY 421021779

Policy Period

From: DECEMBER 01, 2018 To: DECEMBER 01, 2019
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Insurance applies only to those coverages for which a Limit of Insurance/Benefits is shown.

Coverage	Covered Employees	Benefits Applicable
International Voluntary Workers' Compensation	International <input checked="" type="checkbox"/>	STATUTORY, according to the Laws of the State(s) STATE OF HIRE
	Executive Employees	
	Other <input checked="" type="checkbox"/>	STATUTORY - according to the Laws COUNTRY OF ORIGIN
	International Employees	

International Executive Employees and **Other International Employees** employed by you in the **United States** are covered on a 24 hour basis, while traveling outside the **United States**. **International Executive Employees**, and **Other International Employees** employed by you in a country other than the **United States** are covered on an employment-only basis, while working in the country to which they are assigned, but on a 24-hour basis while traveling outside the country to which they are assigned.

Repatriation Expense coverage applies to **International Executive Employees**, **Other International Employees**, and **Local National Employees**, subject to a Limit of Insurance of \$250,000 each employee and \$500,000 policy limit.

Coverage

Employer's Liability

Covered Employees**International Executive
Employees, Other International
Employees, and Local National
Employees****Limits Of Insurance**Bodily Injury by
Accident
each Accident. \$1,000,000Bodily Injury by
Disease
policy limit. \$1,000,000Bodily Injury by
Disease
each employee. \$1,000,000

Where This Insurance Applies

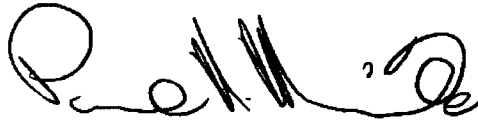
This insurance applies to bodily injury by accident or bodily injury by disease arising out of and in the course of employment outside the **United States** and to bodily injury by accident or bodily injury by disease arising out of and in the course of temporary employment in the **United States**.

Employers Liability does not apply in the UK or Ireland. This exclusion does not apply to employees while traveling to the UK or Ireland on a temporary basis.

Forms Applicable:

INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION CONDITIONS
INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION CONTRACT

Authorized Representative

**Chubb. Insured.SM**

Contract

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WORKERS' COMPENSATION
INTERNATIONAL VOLUNTARY

CONTRACT

WORKERS' COMPENSATION CONDITIONS

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**International Voluntary
Workers' Compensation Conditions**

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Conditions

HOW THIS INSURANCE APPLIES

Workers' Compensation

This Workers' Compensation insurance applies to bodily injury by accident or bodily injury by disease, including **endemic disease**. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused by or aggravated by the conditions of your employment. Bodily injury by **endemic disease**, however, must be caused or aggravated by environmental conditions. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease or bodily injury by **endemic disease** must occur during the policy period.

Employer's Liability

This Employer's Liability insurance applies to bodily injury by accident or bodily injury by disease, including **endemic disease**. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you or arise out of **endemic disease**.
2. The employment must be necessary or incidental to your work in the policy territory.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Bodily injury by **endemic disease**, however, must be caused or aggravated by environmental conditions. The employee's last day of last exposure to the conditions causing or aggravating bodily injury by disease, or bodily injury by **endemic disease**, must occur during the policy period.

**Premium Calculations
And Audit**

The premium for the operations covered by this insurance is stated in the Premium Statement.

If the premium for this coverage is based upon the number of trips made outside the **United States**, then you will give us an estimate of the number of trips and, at our option, the length of trips for the upcoming year.

If the premium for this coverage is based on payroll, the entire gross remuneration estimated to be earned by all covered employees shall be disclosed to us. This remuneration includes Cost of Living, Housing Allotments and other such cash benefits as form part of the Overseas Compensation Package of your employees.

You may elect which employees (including partners, if any) of your company fall within the coverage categories of this insurance by allocating the appropriate payroll amounts for premium purposes.

Conditions

Premium Calculations And Audit (continued)

The premium shown on this statement is a deposit premium only. You shall maintain records of the information necessary for premium computation and shall send copies to us at such times during or after the policy period as we may direct.

You will let us examine and audit all your records that relate to this insurance. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records and programs for storing and disbursing data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to develop the final premium.

Loss Provisions

Your Duties If Injury Occurs

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

1. Provide for immediate medical and other services required by the applicable 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 that would interfere with our right of recovery from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

Our Options

1. We can request you, on our behalf, to make payment directly to any person entitled thereto. Upon receipt of proof of payment, we will reimburse you for any such payments.
2. In a **non-admitted jurisdiction** we can ask you to investigate, defend and settle claims, proceedings and suits involving your employees. We will reimburse you for the reasonable cost of such investigation, defense and settlement.

Arbitration

We are entitled to exercise your rights in the choice of arbitrators and the conduct of any arbitration proceeding.

Our Rights To Recover From Others

Under Workers' Compensation coverage, we have your rights and the rights of persons entitled to the benefits of this insurance to recover our payments from anyone liable for the injury.

Under Employer's Liability coverage, we have your rights to recover our payment from anyone liable for an injury covered by this insurance.

In all cases, you will do everything necessary to protect those rights for us and to help us enforce them.

**International Voluntary
Workers' Compensation Conditions**

Loss Provisions
(continued)

Actions Against Us

For Employer's Liability coverage, there will be no right of action against us unless:

1. You have complied with all terms and conditions of this policy.
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability.

Other Insurance

WORKERS' COMPENSATION

This insurance is intended to be primary insurance for your covered employees whose bodily injuries arise out of and in the course of employment by you outside the **United States** or who contract **endemic disease** while in your employ outside the **United States**.

If an injured **International Executive Employee** or **Other International Employee** is eligible for Workers' Compensation benefits under the laws of countries other than the **United States** or other than the **Country of Origin** to which the employee would be eligible under this insurance, we will not require that said employee or his dependents file claim under that foreign program as a pre-condition to filing claim under this policy.

If an injured employee or his dependents, as described above, actually file claim and receive benefits under such other Workers' Compensation or Social Security plan, whether private or State-sponsored, then we will not pay more than the difference, if any, between the benefits received or payable under that foreign plan and the benefits payable under the applicable Workers' Compensation Laws of:

1. the **United States**;
2. the **Country of Origin**; or
3. any other country for which you become liable.

We will only pay such difference when the amount of benefit under the foreign plan has been determined and we have satisfactory evidence of such determination.

EMPLOYER'S LIABILITY

If your **admitted** Employer's Liability insurance responds to a claim, proceeding or suit, we will provide excess insurance. If your **admitted** Employer's Liability insurance does not respond to a claim, proceeding or suit for which this insurance grants coverage, we will provide primary insurance.

If you do not have in-force **admitted** Employer's Liability insurance, we will provide primary insurance for a claim, proceeding or suit for which this policy grants coverage.

Loss Provisions

Other Insurance (continued)

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance, including self-insurance which results from your failure to comply with **compulsory admitted** Employer's Liability insurance requirements, if any. Subject to any Limits of Insurance that 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 and self-insurance will be equal until the loss is paid.

Special Loss Provisions

Workers' Compensation

We may request you to pay benefits directly to injured employees or their dependents. We will reimburse you for payments you make on our behalf, and with our approval.

In most cases, we will make payments directly, at your option and on your behalf. We will make voluntary payments only on condition that the employee or dependents receiving such payments execute a full release of all claims against you on account of such injuries or disease as may be required by us and, in addition, execute an assignment to us of any right of action which they may have against any person, firm, corporation or estate, other than you, who is or may be liable for such injury. If we collect by virtue of such assignment an amount in excess of the voluntary payments made or agreed to be made, we will be entitled to, and shall retain from the amount recovered, our expenses incident to such recovery and the amount of payments made or agreed to be made. We will pay any remaining balance of the amount recovered to the person or persons executing such assignments. We will have full power and discretion to proceed against the party at fault or settle with such party upon such terms as may seem desirable to us, either without litigation or during pendency thereof.

Amended Currency Provision-Workers' Compensation

We will pay Workers' Compensation losses to your **Other International Employees** in the same currency in which you pay the premium of this insurance, which means that we will generally pay our losses in the currency of the **United States**.

We will convert the foreign currency benefit level of the applicable **Workers' Compensation Law-Country of Origin** to U.S. dollars at the free rate of exchange published by Citibank, N.A. as of the date of loss, or, for ongoing disability or medical payments as of the date of the respective payment.

We may also pay losses, at our option and upon request of the injured employee or his dependents, in the currency of the **Country of Origin**.

**International Voluntary
Workers' Compensation Conditions**

Definitions

Country Of Origin means any country (except the **United States**) of which your **Other International Employee** is a citizen.

Endemic Disease means an infectious disease, including diseases which are borne by air, arthropods (i.e., arachnids, crustaceans, insects), blood, food or water, provided that the disease: 1) is indigenous to a particular region outside the **United States**; or 2) occurs in epidemic proportion outside the **United States**.

International Executive Employee means any partner assigned by you, or employee hired or assigned by you, to work outside the **United States**, provided that you choose, under this insurance, to offer voluntarily to said partner or employee the Statutory Workers' Compensation benefits of the **Workers' Compensation Law** of any jurisdiction of the **United States**, except those Workers' Compensation benefits governed by Federal Statutes.

Local National Employee means any partner assigned by you, or employee hired or assigned by you, to work outside the **United States**, provided that you do not choose, under this insurance, to offer voluntarily to said partner or employee any Workers' Compensation benefits (except repatriation expense). **Local National Employees** are, however, included in your Employer's Liability coverage.

Normal Transportation Costs means the cost of transporting an employee in good health, and in conformance with your business travel policy, from the country of injury or sickness to a given country of relocation or repatriation.

Other International Employee means any partner assigned by you, or employee hired or assigned by you, to work outside the **United States**, provided that you choose, under this insurance, to offer voluntarily to said partner or employee the Statutory Workers' Compensation benefits of the **Workers' Compensation Law-Country of Origin** of the respective partner or employee.

Workers' Compensation Law means the Workers' Compensation Law and any Occupational Disease Law of any jurisdiction of the **United States** which you voluntarily designate in the Declarations, or those of any jurisdiction of the **United States** for which you become liable.

Workers' Compensation Law does not mean:

1. Federal Workers' Compensation Statutes, the inclusion of which may be arranged by amendment to this insurance;
2. provisions for non-occupational disability benefits;
3. **compulsory admitted** Workers' Compensation insurance.

Definitions

Workers' Compensation Law
(continued)

Workers' Compensation Law is extended to include 24-hour coverage for: 1) **International Executive Employees** employed by you in the **United States**, while traveling outside the **United States**; 2) **International Executive Employees** employed by you in a country other than the **United States**, while traveling outside the country to which they are assigned.

Workers' Compensation Law – Country Of Origin

means the Workers' Compensation Law, Social Security Law and any Occupational Disease Law of any sovereign state other than the **United States**, from which your employee or partner is voluntarily offered, under this insurance, Workers' Compensation benefits based on citizenship.

Workers' Compensation Law-Country of Origin also means the Workers' Compensation Law and related Laws, as described above, of any sovereign state (except the **United States**) for which you become liable to pay Workers' Compensation benefits on a basis other than the citizenship of your covered employees or partners.

Workers' Compensation Law-Country of Origin does not mean:

1. provisions for non-occupational disability benefits;
2. **compulsory admitted** Workers' Compensation insurance.

Workers' Compensation Law-Country of Origin is extended to include 24-hour coverage for: 1) **Other International Employees** employed by you in the **United States**, while traveling outside the **United States**; 2) **Other International Employees** employed by you, in a country other than the **United States**, while traveling outside the country to which they are assigned.

International Voluntary Workers' Compensation

Contract

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International Voluntary Workers' Compensation

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named Insured shown in the Declarations of this policy. The words "we", "us" and "our" refer to the company providing this insurance.

Coverages

International Voluntary Workers' Compensation

We agree, at your option and on your behalf, to pay voluntarily to your **International Executive Employees** the compensation, medical and other benefits specified in the **Workers' Compensation Law** of the State(s) designated in the Declarations, in the same manner as if such **International Executive Employees** were covered under the provisions of said Law or Laws; we also agree, at your option and on your behalf, to pay voluntarily to your **Other International Employees** the compensation, medical and other benefits specified in the respective **Workers' Compensation Law-Country of Origin**.

We further agree, at your option and on your behalf, to pay to your **International Executive Employees** and **Other International Employees** the compensation, medical and other benefits, in lieu of voluntary payments, for which you become liable under the provisions of a **Workers' Compensation Law or Workers' Compensation Law-Country of Origin** of jurisdictions other than those you have chosen as Voluntary Statutory jurisdictions in the Declarations.

We will cover **endemic disease** as if it were occupational in nature and as if it were included in the provisions of the respective **Workers' Compensation Law or Workers' Compensation Law-Country of Origin**.

We will pay on your behalf, up to the corresponding Limits of Insurance for Repatriation Expense, for such additional expenses as may be reasonably incurred, over and above **normal transportation costs**, for the repatriation or relocation of injured or sick **International Executive Employees, Other International Employees or Local National Employees**, including repatriation expenses associated with accompanying spouse and children during temporary business travel provided that:

1. the relocation or repatriation is from the country of injury or disease to a destination in any country other than the country of injury or disease, including the **United States**; and
2. the relocation or repatriation is necessary, in the opinion of competent medical authorities.

We will also pay, up to the corresponding Limits of Insurance stated in the Declarations, certain expenses related to the death of your covered employees:

1. the cost of embalment to meet United States or other National health standards;
2. all reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

Coverages
(continued)

Employer's Liability

We agree to pay, up to the corresponding Limits of Insurance stated in the Declarations, all sums you legally must pay as damages because of bodily injury to your **International Executive Employees, Other International Employees and Local National Employees**, provided that the bodily injury arises out of **endemic disease** or arises out of and in the course of the injured employee's employment by you and provided that the bodily injury is covered by this Employer's Liability insurance.

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, parent, child, brother or sister of your 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.

In some countries, this insurance will serve as primary Employer's Liability insurance because you are not required to purchase **admitted** Employer's Liability insurance and you do not elect to do so.

In other countries, this insurance will serve as excess insurance over **admitted** Employer's Liability insurance which you are required to purchase or you elect to purchase.

Who Is Insured

You are insured if you are an employer named in the Declarations. You are also insured if that employer is a partnership and you are one of its partners.

Limits Of Insurance

WHAT WE WILL PAY

Workers' Compensation

1. We will pay promptly when due the benefits of the applicable **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin**.
2. Repatriation Expense-Each Employee
The limit shown in the Declarations is the most we will pay for all repatriation expenses covered by this insurance and arising out of bodily injury by accident or bodily injury by disease, including **endemic disease**.
3. Repatriation Expense-Policy Limit
The limit shown in the Declarations is the most we will pay for all repatriation expense covered by this insurance and arising out of bodily injury by accident or bodily injury by disease, including **endemic disease**, regardless of the number of employees who sustain bodily injury by accident or bodily injury by disease or bodily injury by **endemic disease**.

International Voluntary Workers' Compensation

Limits Of Insurance

*Workers' Compensation
(continued)*

- 4. We will not pay any claims for repatriation expense after we have paid the applicable limit of our liability under this coverage.

Employer's Liability

Our liability to pay for damages is limited to the Limits of Insurance stated in the Declarations. They apply as explained below:

- 1. **Bodily Injury by Accident.** The limit shown in the Declarations 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, including an **endemic 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-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, including **endemic disease**, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the most we will pay for all damages because of bodily injury by disease, including **endemic disease**, to any one employee

- 3. Bodily injury by disease, including **endemic disease**, does not include disease that results directly from a bodily injury by accident.

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

Additional Coverages

*Workers' Compensation -
Defense*

We have the right and the duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle this claim, proceeding or suit.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

*Employer's Liability -
Defense Or
Indemnification*

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance, except in a **non-admitted jurisdiction**. We have the right to investigate and settle these claims, proceedings and 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 Insurance as stated in the Declarations.

**Miscellaneous
Coverages**

*Workers' Compensation/
Employer's Liability*

We will also pay these costs, in addition to other amounts payable under these insurances, as part of any claim, proceeding or suit we defend, or you defend after consultation with us:

Miscellaneous Coverages

Workers' Compensation/ Employer's Liability (continued)

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 Workers' Compensation coverage or the Limit of Insurance stated in the Declarations for Employer's Liability coverage;
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.

Exclusions

Workers' Compensation

This insurance does not apply to any payments for which you are responsible in excess of the benefits regularly provided by the applicable **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin**, 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 applicable **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin**.

If we make any payments in excess of the benefits regularly provided by the **Workers' Compensation Law** or **Workers' Compensation Law-Country of Origin** on your behalf, you will reimburse us promptly.

In addition, this insurance does not apply:

5. to **Local National Employees**

BUT

this exclusion does not apply to repatriation expense for **Local National Employees**.

Employer's Liability

Under Employer's Liability coverage, we will not cover:

1. Liability assumed under a contract. The 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 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;

International Voluntary Workers' Compensation***Exclusions******Employer's Liability
(continued)***

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;
 - b. employee in the course of any employment subject to the Longshore and Harbor Workers' Compensation Act (33 USCA Sections 901-950); the Defense Base Act (42 USCA Sections 1651-1654); or the War Hazards Compensation Act (42 USCA Sections 1701-1706; Sections 1711-1717);
 - c. member of the flying crew of any aircraft.