MULTINATIONAL CHOICE- EMPLOYERS RESPONSIBILITY COVERAGE FORM

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

Who Is An Insured. You are insured if you are an employer named in the Declarations for this Coverage Part (herein the Declarations). If that employer is a partnership, and you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's "employees".

PART ONE – VOLUNTARY WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This Coverage Part provides coverage for voluntary workers compensation to your "employees" who are not eligible for benefits under the "workers compensation laws" of the designated "jurisdiction" shown for that class of "employee" in the Declarations. Your "employees" are only covered while on a business trip or a work assignment in a country outside of their primary workplace. This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an "employee" in a class listed as covered in the Declarations.
2. The bodily injury must arise out of and in the course of the "employee's" employment by you, and be necessary or incidental to work in, or during transit to or from, a country within the "coverage 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. The "employee's" last day of last exposure to those conditions of your employment must occur during the policy period.
5. Bodily injury by disease includes "endemic diseases" your "employee" contracts during the course of employment necessary or incidental to work in the "coverage territory".
6. **Coverage Territory/Reverse Trip Travel**

   The bodily injury must occur in the "coverage territory", or while the "employee" is outside the country of his or her primary workplace on a business trip to, the United States (including its territories and possessions), Puerto Rico, or Canada.

B. We Will Pay

We will pay the benefits required by the "workers compensation law" of the "jurisdiction" designated in the Declarations as if such "employee" were covered and eligible for benefits under the provisions of such law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding, or "suit" against you for benefits due or alleged under this Coverage Part. 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.

D. Exclusions

This insurance does not cover:

1. Your serious and willful misconduct.
2. Your knowing employment of an "employee" in violation of law.
3. Your failure to comply with a health or safety law or regulation.
4. Your discharge, coercion, or other discrimination against any "employee" in violation of a "workers compensation law", disability, labor, or other similar laws of any "jurisdiction".
5. Bodily injury intentionally caused or aggravated by you.
6. Any obligation imposed on you by a "workers compensation law", occupational disease law, social security, governmental program, or similar law of any "jurisdiction".

7. Loss arising out of "war".

E. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

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

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends. If they claim damages from you or from us for the injury or death, our duty to pay ends.

F. 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 designated "workers compensation law", or in excess of the amounts due under this Coverage Part, you will reimburse us promptly.

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

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.
2. The bodily injury must be sustained by an "employee" within a class listed as covered in the Declarations under Part One.
3. The bodily injury must occur in the course of employment necessary or incidental to work in, or during transit to or from, a country within the "coverage territory".
4. Bodily Injury by accident must occur during the policy period.
5. 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.
6. **Coverage Territory/Reverse Trip Travel**

   The bodily injury must occur in the "coverage territory", or while the "employee" is outside the country of his or her primary workplace on a business trip or temporary work assignments in the United States (including its territories and possessions) and Puerto Rico, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to an "employee" to whom this coverage applies. The damages we will pay, where 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 bodily injury to your "employee";
2. For care and loss of services;
3. For consequential bodily injury to a spouse, child, parent, or sibling 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.

If we are unable to pay directly, we will reimburse you.

C. 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 the law;
3. Bodily injury to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of the your executive officers;
4. Any obligation imposed by any "workers compensation law", occupational disease, unemployment compensation, or disability benefits law, or any similar law of any "jurisdiction";

5. Bodily injury intentionally caused or aggravated by you;
6. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;
7. Bodily injury to a master or member of the crew of any vessel;
8. Fines or penalties imposed due to a violation of the law of any "jurisdiction";
9. Bodily injury to any member of a flight crew of any aircraft; and
10. Loss arising out of "war".

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or "suit" against you for damages payable by this insurance. 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 liability under this insurance.

E. 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 limit of our liability 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.

F. 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 in the Declarations 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**

3. The limit shown for Bodily Injury by Disease

   Policy Limit in the Declarations 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".

   Bodily injury by 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.

G. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
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. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Coverage Part.

PART THREE – REPATRIATION EXPENSES

Your "employees" within a class listed as covered in the Declarations under Part One are covered under this Part Three while on a business trip or a work assignment in a country outside of their primary workplace. The term "employee" under this Part Three also includes "family members." A "family member" means the covered employee's spouse, domestic partner or other companion, and "dependent children"; if such person or persons have accompanied the "employee" on the business trip or temporary work assignment. "Dependent children" means an unmarried child under the age 19, or 25 if a full-time student, who is primarily dependent on the covered employee for support. A child includes a natural or adopted child, or a stepchild who resides with the "employee" and/or depends primarily on the "employee" for financial support. "Resident country" means the "employee's" country of citizenship, permanent residence, or primary workplace.

A. MEDICAL RELOCATION AND REPATRIATION EXPENSES

1. If an "employee" becomes injured or sick, and we determine that adequate medical facilities are not available locally, we will reimburse you for expenses reasonably incurred to relocate the "employee" from the location of injury or illness to the nearest place for which adequate medical facilities are available, or if we determine it is medically necessary, to the "employee's" "resident country." We will also reimburse you for reasonable expenses incurred for the return of the mortal remains of a covered "employee" to the country of burial or funeral.

2. The bodily injury, illness, or death must occur in the "coverage territory", or while the employee is outside the country of his or her primary workplace on a business trip or temporary work assignment in the United States (including its territories and possessions) and Puerto Rico or Canada.

3. We will also reimburse you for reasonable transportation expenses for a permanent, temporary, leased, or reassigned "employee" to serve as a substitute for an "employee" for whom we have paid medical relocation or repatriation expenses and is unable to work. This provision only applies to actual employees of the insured.

4. We will also reimburse you for reasonable transportation expenses incurred to return an "employee" for whom we have paid medical relocation or repatriation expenses back to the work location where they were injured or became ill if their work assignment has not been completed, or if completed or the employee is unable to work, to the "employee's" country of domicile or primary work place. This provision only applies to actual employees of the insured.

5. The most we will pay for all expenses for any one "employee" under 1, 3 and 4 of this coverage A is the applicable Per Employee Limit stated in the Declarations.

6. For an "employee" for whom we cover relocation or repatriation expenses under this coverage, including return of mortal remains, we will also reimburse you for reasonable transportation and accommodation expenses for one 'family member' to accompany the "employee".

7. If an "employee" is traveling alone and is hospitalized for seven or more consecutive days or is in a life threatening condition, we will pay the reasonable round-trip transportation and accommodation expenses for one person to visit the 'employee' where the employee is hospitalized.

8. The most we will pay for all expenses under this coverage A during the policy period is the applicable Annual Aggregate Limit stated in the Declarations, regardless of the number of "employees" or occurrences.

B. EMERGENCY POLITICAL, SECURITY OR NATURAL DISASTER RELOCATION AND REPATRIATION

1. We will reimburse you for "covered expenses" arising from an "emergency political, security or natural disaster repatriation" of an "employee" from a location in the "coverage territory" to the "employee's" country of domicile or primary work place.

2. The most we will pay for all expenses per "employee" per event under this coverage B during the policy period is the applicable Per Employee Limit stated in the Declarations.

3. The most we will pay for all expenses under this coverage B during the policy period is the applicable Annual Aggregate Limit stated in the Declarations, regardless of the number of "employees" or events.

4. Additional Definitions Applicable to this coverage B

a. "Covered expenses" means:

(1) reasonable transportation costs incurred by you or your "employee" to the "employee's" "resident country" or to the nearest place of safety outside the country where the event takes place;

(2) reasonable accommodation costs incurred by you or your "employee," while the subject of "emergency, political or natural disaster repatriation," for a maximum period of seven days; and

(3) the fees and expenses of a contracted security provider approved by us.

b. "Emergency political, security or natural disaster repatriation" means repatriation arising from:

(1) officials of the "resident country" issuing for reasons other than medical, a recommendation that categories of persons, which include the "employee", should leave the country in which the "employee" is a temporary resident;

(2) 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

(3) 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.

Provided, however, "emergency political, security or natural disaster repatriation" shall not include repatriation from the employee's "resident country" or a repatriation arising from:

(1) a violation by you or your "employee" of the laws or regulations of the country from which the "employee" would be repatriated;

(2) the failure of you or your "employee" to properly procure or maintain any immigration, work, residence or similar visas, permits or other documentation;

(3) the failure to honor any contractual obligation or bond or obey any condition of a license; or

(4) a debt, insolvency, commercial failure, or repossession of property by a titleholder, mortgagee, lien holder or other obligee.

PART FOUR - SUPPLEMENTARY PAYMENTS

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

A. Reasonable expenses you incur at our request, but not loss of earnings;

B. Premiums for bonds to release attachments and for appeal bonds in amounts up to the amount payable under this insurance;

C. Litigation costs taxed against you;

D. Interest on a judgment as required by law until we offer the amount due under this insurance; and

E. And other expenses we incur.

PART FIVE - GENERAL CONDITIONS

A. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

B. Other Insurance

1. Excess Over Other Insurance

If you have other insurance, including any self insurance, providing coverage against a loss covered by this insurance, or the injured employee is covered by any statutory plan or program of social security or other government benefit program, the insurance under this Coverage Part shall be excess insurance over such insurance or benefit program and the Limits of Liability of this Coverage Part and the amount otherwise due under this Coverage Part shall be reduced by an amount equal to the Limits of Liability afforded by, or amounts due under, such other insurance policy, plan, or benefit program.

If this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any claim, proceeding or "suit" if any other insurer has a duty to defend.

2. Other Insurance Issued by Us

If there is other insurance covering the same loss, damage or expense under this policy or under another policy issued by us or any of our affiliated insurance companies, the most we will pay for the covered loss, damage or expense is the highest limit of insurance that applies under this policy or any other policy issued by us or any of our affiliated insurance companies.

3. Requirement to Maintain Compulsory and Local Insurance

You must maintain and renew throughout the policy period without reduction or restrictions all (i) "compulsory insurance", and (ii) all "local insurance" in effect, or represented to be in effect, at the inception of or during the policy period. If any such policies are not so maintained, we will not be liable under this Coverage Part for more than we would have been had such policies been so maintained. Any coverage provided in such policies that are not provided in this Coverage Part are not intended to, and do not serve to, extend to this Coverage Part.

4. Government Benefits

This insurance will not take the place of any obligation of any government to pay benefits or damages, whether or not such obligation becomes invalid, suspended, unenforceable or uncollectible for any reason, including bankruptcy or insolvency.

C. Recovery From Others

We have your rights and the rights of an "employee" to recover our payments from anyone liable for an injury covered by this insurance. You and the "employee" will do everything necessary to protect those rights for us and to help us enforce them. 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 or entities entitled to it. If the persons or entities entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

PART SIX - YOUR DUTIES IF AN INJURY OCCURS

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

A. Provide for immediate medical and other services required by the "workers compensation law."

B. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.

C. Promptly give us all notices, demands, and legal papers related to the injury, claim proceeding, or "suit".

D. Cooperate with us and assist us, as we may request, in the investigation, settlement, or defense of any claim, proceeding, or "suit".

E. Do nothing after an injury occurs that would interfere with our right to recover from others.

F. Do not voluntarily make payments, assume obligations, or incur expenses, except at your own cost.

PART SEVEN - DEFINITIONS FOR THIS COVERAGE PART

A. "Compulsory insurance" means "local insurance" that is required in any "jurisdiction" by law, regulation, or other governmental authority.

B. "Coverage territory" means anywhere in the world excluding:

1. The United States of America (including its territories and possessions), Puerto Rico, and Canada; and

2. Any "jurisdiction" while any applicable trade or economic sanctions, or other laws or regulations, prohibit us from providing insurance or transacting business in that country or "jurisdiction".

C. "Employee" means anyone employed by the named insured.

D. "Endemic disease" means a disease that is localized and present in the "coverage territory".

E. "Jurisdiction" means a "state", province, territory, or country.

F. "Local insurance" means insurance issued by a governmental entity or an insurer licensed or permitted by law to do business in the "jurisdiction" in the "coverage territory" where the insurance is intended to apply.

G. "Local nationals" means "employees" hired by you to work primarily in a country in the "coverage territory" of which the "employee" is a citizen or permanent resident. "Local nationals" do not include "U.S./Canadians".

H. "State" means any state of the United States of America, the District of Columbia, or a province in Canada. U.S. territories and possessions are not "states".

I. "State of hire" means the "state" or Canadian province indicated in the employment contract, or if none is stated, the "state" or province in which the "employee" is principally assigned by you to work.

J. "Suit" includes an arbitration proceeding to which you must submit or submit with our consent.

K. "Third country nationals" means "employees" who are hired by you to work primarily in a country in the "coverage territory" which is not their country of citizenship or place of permanent residence.

L. "U.S./Canadians" means "employees" hired by you to work primarily in the Unites States (including its territories and possessions), Puerto Rico, or Canada.

M. "War" means

1. War, including undeclared or civil war;

2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

N. "Workers compensation law" means a workers compensation, occupational disease, social security, or government benefit law of any "jurisdiction" that provides, or requires an employer to pay benefits for an injury that arises out of and in the course of employment. "Workers compensation law" does not include any "United States" federal workers compensation law or occupational disease law, or the provisions of any law that provide non-occupational disability benefits.