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| **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY** | | | **WC 09 04 06** |
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|  |  | | (Ed. 7-10**)** |

# FLORIDA FOREIGN VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Foreign Voluntary Compensation Insurance to the policy to which it is attached, effective on the inception date of the policy unless a different date is indicated. State law may already provide benefits to employees working outside of the United States and this endorsement does not limit or reduce any benefits required by state workers compensation law.

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| **Section 1. Employees Covered** | | |
| A. | The additional coverage provided by this endorsement applies only to employees listed in Item 1. of the Schedule of this endorsement provided they are hired within the limits of the United States of America. It provides additional coverage for the listed employees while they are traveling or temporarily residing in the country(ies) named in Item 1. of the Schedule of this endorsement. Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement. | |
| B. | This insurance does not apply to any employees you hire outside the limits of the United States of America. | |
| **Section 2. How This Insurance Applies** | | |
| This additional coverage applies only to bodily injury by accident or to bodily injury by disease. Bodily injury includes resulting death. | | |
| A. | An employee listed in Item 1. of the Schedule of this endorsement must sustain the bodily injury. | |
| B. | The bodily injury must arise out of and occur in the course of your employment in the country(ies) listed in Item 1. of the Schedule of this endorsement. | |
| C. | Bodily injury by accident must occur during the policy period. | |
| D. | The conditions of your workplace must cause or aggravate the bodily injury by disease. The employee's last day of last exposure to those conditions causing or aggravating such bodily injury must occur during the policy period. | |
| **Section 3. Exclusions** | | |
| This endorsement amends Section C. of Part Two of the Policy by adding the following exclusions for coverage under this endorsement: | | |
| A. | Bodily injury arising from any direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power. No current or subsequent endorsement to this policy will override or waive this limitation; | |
| B. | Compensation or benefits imposed by any occupational disease, disability benefits law, plan or any similar law or plan; and | |
| C. | Bodily injury you intentionally cause or aggravate. | |
| **Section 4. Voluntary Workers Compensation** | | |
| This endorsement amends Section A. of Part One of the policy by adding the following coverage:  On your behalf, we will voluntarily pay an amount equal to the benefits you would be required to pay if you and the employees described in Item 1. of the Schedule were subject to the workers compensation law of the state designated in Item 1. of the Schedule of this endorsement.  We will pay those amounts to the persons who would be entitled to them under such law. If this is not possible, we will reimburse you for amounts you are required to pay under the law. | | |
| The following provisions apply to this insurance: | | |
| A. | In no event will our liability under this section exceed the amount we or you would have been obligated to pay if the employment and injury had been subject to the state workers compensation law designated in Item 1. of the Schedule of this endorsement. The only exception to this is as provided for in Section 6—Repatriation Expense. | |
| B. | We have the option of requesting you to pay sums due directly to persons entitled to them on our behalf. We will reimburse you for these payments when you provide us with satisfactory proof of payment. | |
| C. | Before we are required to make any payment or reimburse you, the persons entitled or paid must: | |
|  | (1) | Release you and us in writing from all responsibility for the bodily injury or death; |
|  | (2) | Transfer to us their right to recover from others who may be responsible for the injury or death to the extent of our payment or reimbursement; and |

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|  | (3) | Cooperate with us and do everything necessary to enable us to enforce the right to recover from others. |
|  | If a person entitled to payment under this section refuses to accept voluntary payments offered, we may, at our discretion, withdraw the offer to pay compensation benefits. If this happens, we will notify you and the employee that we will no longer be bound by the provisions of this section. | |
| D. | Under this or any other policy we have issued to you, it is possible that the provisions for a workers compensation law, plan, or any similar law or plan may hold you or us legally liable for any injury where payments have been made or would otherwise be made under Section 4. of this endorsement. If this happens, we agree that we will make no further payments under Section 4. if Section 5. of this endorsement applies. | |
| **Section 5. Legal Liability Under Workers Compensation Law** | | |
| A. | If you are required to pay any benefits to an employee listed in Item 1. of the Schedule of this endorsement under a workers compensation or occupational disease law of the country(ies) listed in Item 1. of the Schedule of this endorsement, we will reimburse you up to, but not in excess of, the cost of benefits that would be payable under the applicable workers compensation law of the state designated in the same Schedule. | |
| B. | We will not be liable for any loss for which you had other valid and collectible insurance. | |
| C. | We assume no obligation to defend or reimburse you for any suit or proceeding against you outside of the United States of America. | |
| D. | The coverage that Section 5. affords does not cover fines or penalties imposed on you for failure to comply with the requirements of any workers compensation or occupational disease law of any country(ies) named in Item 1. of the Schedule of this endorsement. | |
| **Section 6. Repatriation Expense** | | |
| This section only applies to coverage provided under Sections 4. and 5. of this endorsement.  Medical expenses include additional expenses of repatriation to the United States of America incurred as a result of bodily injury to the employees listed in Item 1. of the Schedule of this endorsement. In the event that an employee is injured, our liability is limited to the amount by which these expenses exceed the normal cost of returning the employee. In the event of an employee's death, our liability is limited to the amount by which the expenses of returning the body exceed the normal cost of returning an employee who is alive and in good health.  Our liability will never exceed the amount indicated in Item 2. of the Schedule of this endorsement for one covered employee or accident.  The policy does not afford coverage for repatriation expenses unless a specific limit of liability for each covered employee and accident appears in Item 2. of the Schedule of this endorsement. | | |
| **Section 7. Employers Liability** | | |
| The following agreement replaces Section B. of Part Two—Employers Liability of the policy with respect to the coverage this endorsement provides: | | |
| B. | **We Will Pay** | |
|  | We will pay, on your behalf, all sums that you become legally obligated to pay as damages because of bodily injury by accident or disease, including resulting death, sustained in any country(ies) designated in Item 1. of the Schedule of this endorsement other than the United States of America by any of your employees listed in Item 1. of the Schedule of this endorsement arising out of and in the course of employment by you. | |
| The following provisions apply to Section 7. of this endorsement: | | |
| A. | We will reimburse you for all reasonable expenses you incur, including attorney fees in defending any suit against you alleging injury and seeking damages on account of any insurance this section of this endorsement affords. We assume no obligation to defend or reimburse you for any suit or any proceeding brought against you outside the United States of America. | |
| B. | The limit of our liability under Part Two will be in accordance with the following provisions:  The words “damages because of bodily injury by accident or disease, including resulting in death” in Section 7-B above include damages for care and loss of services. These words also include damages for which you are liable because of suits or claims others bring against you to recover the damages obtained from such others because of bodily injury your employees listed in Item 1. of the Schedule of this endorsement sustain arising out of and in the course of their employment.  The limit of liability in Item 3. of the Schedule of this endorsement that applies to “bodily injury by accident” is the | |

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|  | most we will pay for all damages, including damages for care and loss of services, to one or more employees listed in item 1. of the Schedule of this endorsement in any one accident.  The limit of liability in Item 3. of the Schedule of this endorsement that applies to “bodily injury by disease—policy limit” is the most we will pay for all damages because of bodily injury by disease, including resulting death, regardless of the number of employees listed in item 1. of the Schedule of this endorsement who sustain bodily injury by disease outside the United States of America.  The limit shown in Item 3. of the Schedule of this endorsement for “bodily injury by disease—each employee” is the most we will pay for all damages because of bodily injury by disease to any one employee listed in item 1. of the Schedule of this endorsement.  The limits of liability designated in this endorsement supersede and are not cumulative with any limit(s) of liability elsewhere in the policy. The inclusion of more than one insured does not increase the limits of our liability.  We will not make any additional payments for any claims for damages after we have paid the applicable limit of liability as shown in Items 2. and 3. of the Schedule of this endorsement. |
| **Section 8. Premium** | |
| In addition to the provisions of Part Five—Premium of the policy, the following provisions will apply to this endorsement: | |
| A. | We will compute the premium for this coverage in accordance with Part Five of the policy, upon all remuneration paid to employees shown in Item 1. of the Schedule of this endorsement while traveling or residing in the country(ies) listed in the same Schedule for a period of no longer than the maximum number of consecutive days per policy period indicated in Item 1. of the Schedule of this endorsement.  Each period of travel or temporary residence for each listed employee may be no longer than the maximum number of consecutive days shown in Item 1. of the Schedule of this endorsement. |
| B. | We will determine the premium for this coverage on the basis of the workers compensation rules, classifications, and rates approved by the appropriate regulatory authority for the state workers compensation law designated in Item 1. of the Schedule of this endorsement. |
| C. | You must maintain payroll records for any employee covered by the provisions of this endorsement. |
| **Section 9. Other Insurance** | |
| The following provision replaces Section E of Part One and Section F of Part Two of the policy with respect to the coverage this endorsement provides:  The insurance for a loss covered by this endorsement will be excess insurance over and above any other insurance, except with respect to insurance provided under Section 5. The limits of liability for this insurance will be reduced by an amount equal to the limits of liability other insurance affords. | |

Schedule

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| **1.** | **Name(s) of Employees** | **Country(ies) of Operations** | **Maximum Number of Consecutive Days** | **Designated Workers Compensation Law** |
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| **2.** | **Limits of Liability for Repatriation Expense** | | | | |
|  | $ |  |  |  | Each employee |
|  | $ |  |  |  | Each accident |
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| **3.** | **Limits of Liability for Part Two—Employers Liability** | | | | |
|  | $ |  |  |  | Bodily injury by accident—each accident |
|  | $ |  |  |  | Bodily injury by disease—each employee |
|  | $ |  |  |  | Bodily injury by disease—policy limit |
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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by

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