

FOREIGN TRAVEL POLICY SUMMARY

Chubb/ACE American insurance Company

Liability Coverages

Coverage Territory for Liability Coverages:

The Coverage Territory for COMMERCIAL GENERAL LIABILITY COVERAGE, EMPLOYEE BENEFITS COVERAGE, and CONTINGENT AUTO LIABILITY COVERAGE means:

ANYWHERE IN THE WORLD but excluding the United States of America (including its territories and possessions), Puerto Rico, and Canada; and except as otherwise limited or extended by this insurance.

In jurisdictions where we may be prevented by law or otherwise from paying on behalf of or defending the insured, we will:

1. indemnify the insured for those sums that the “insured” becomes legally obligated to pay as damages to which the insurance applies and;
2. pay the cost of defense and aid and manage the insured’s defense.

Coverages:

Limits:

✚ Commercial General Liability (CGL)	\$1M Each Occurrence/ \$5M General Aggregate
	\$2M Products-Completed Operations Aggregate
	\$1M Personal / Advertising Injury (any one person/organization)
	\$1M Damage to Premises Rented to You (any one premise)
	\$50K Medical Expenses (any one person)

✚ Employee Benefits Liability (EBL)	\$1M Each Claim/\$1M Annual Aggregate
-------------------------------------	---------------------------------------

✚ Contingent Auto Liability (CAL)	\$1M Each Accident
-----------------------------------	--------------------

Employers Responsibility Coverages with Executive Assistance

Coverage Territory for Employer's Responsibility Coverages:

This insurance applies:

1. to claims you make for “voluntary compensation” and repatriation for employees of your workplaces included below;
 2. to claims or suits for damages for employer’s liability brought against you by employees of your workplaces included below;
 3. to assistance rendered to employees of your workplaces included below, when traveling 100 miles or more from home, and to “expatriate employees” without limitation of travel distance:
-

ANYWHERE IN THE WORLD but excluding:

1. the United States of America (including its territories and possessions), Puerto Rico, and Canada; and except as otherwise limited or extended by this insurance.
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.

Coverages:

✚ Benefits for Voluntary Compensation:

- North Americans : State of Hire
 - Third Country Nationals : Country of Origin
 - Local Nationals : Country of Origin benefits for temporary travel outside the country of the “employees” workplace
-

✚ Executive Assistance Services:

Medical Assistance Services \$1M policy limit

✚ Employers Liability:

Bodily Injury by Accident: \$1M Each Accident
Bodily Injury by Disease : \$1M Each Employee/ \$1M Policy Limit
(including endemic disease)

Accidental Death and Dismemberment and Medical Expense

This coverage form shall be considered supplemental coverage provided to coverage under a group health plan.

Regardless of the number of accidents, occurrences, covered persons, or claims, the company shall not be liable for any amount in excess of the applicable aggregate limit of liability set out below. If, in the absence of this provision, the company would pay more than the amount of such aggregate limit for a particular coverage, then the benefits payable to each covered person with a valid claim for such coverage will be reduced proportionately, so that the total amount the company will pay for such coverage is no greater than the applicable aggregate limit.

Coverage Territory for Accidental Death & Dismemberment and Medical Expenses:

ANYWHERE IN THE WORLD but excluding:

1. the United States of America (including its territories and possessions), Puerto Rico, and Canada; and except as otherwise limited or extended by this insurance.
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.

Coverages:

Accidental Death and Dismemberment and Medical Coverage (Non-Occupational): **Aggregate Limit of Liability: \$1,500,000.**

Accidental Death and Dismemberment: \$100,000
(Spouse: NOT COVERED Child: NOT COVERED)

Medical Expense: \$25,000
(Spouse: NOT COVERED Child: NOT COVERED)

Accidental Death and Dismemberment and Medical Coverages including Occupational injury: **Aggregate Limit of Liability: NOT COVERED.**

Accidental Death and Dismemberment: NOT COVERED
(Spouse: NOT COVERED Child: NOT COVERED)

Medical Expense: NOT COVERED
(Spouse: NOT COVERED Child: NOT COVERED)

Accidental Death and Dismemberment and Medical Coverage for Educational Services: **Aggregate Limit of Liability: NOT COVERED.**

Accidental Death and Dismemberment: NOT COVERED

Medical Expense: NOT COVERED

Policy Conditions and Exclusions:

All coverages of the are subject to certain conditions as listed in the Common Policy Conditions. In addition to common conditions to all coverages, each line of coverage within the policy (Liability, Employer's Responsibility, Accidental Death & Dismemberment and Medical Expense) may have additional conditions and exclusions.

Specifically, war or terrorism is excluded for:

Commercial General Liability:

- Coverage A- Bodily Injury and Property Damage
- Coverage B- Personal & Advertising Injury
- Coverage C- Medical Payments

Employee Benefits Liability (By Endorsement

Contingent Auto Liability

Employers Responsibility Coverages with Executive Assistance

Accidental Death and Dismemberment and Medical Expense

HOWEVER,

War Coverage Endorsement-

This endorsement modifies insurance provided under the following:

[Employers Responsibility Coverage Forms](#)

The War Exclusion under **Exclusions - All Coverages** is deleted, but subject to the following conditions:

- A. The insurance provided under this endorsement applies on with respect to:
 - 1. North Americans, meaning "employees" who are not citizens or legal permanent residents of the United States (including its territories and possessions), Puerto Rico and;
 - 2. Third Country Nationals, meaning "employees" who are not citizens of the country of their workplace and who are not described in 1 above.
- B. TERRITORY
For the purposes of this endorsement only, the "Coverage Territory" is amended to read:
ANYWHERE IN THE WORLD but excludes:
 - 1. The United States of America (including its territories or possessions other than Puerto Rico); and
 - 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; and
 - 3. Where indicated by a X in the Schedule of Excluded Countries and Jurisdictions below.
- C. CANCELLATION

Coverage provided by this Endorsement is subject to a 10 days Notice of Cancellation, notwithstanding any cancellation clause to the contrary contained elsewhere in the Policy.

SCHEDULE OF EXCLUDED COUNTRIES AND JURISDICTIONS

<input checked="" type="checkbox"/> Afghanistan	<input checked="" type="checkbox"/> Eritrea	<input checked="" type="checkbox"/> Republic of Korea (South Korean)	<input checked="" type="checkbox"/> Nigeria	<input checked="" type="checkbox"/> Sudan
<input checked="" type="checkbox"/> Armenia	<input checked="" type="checkbox"/> Ethiopia	<input checked="" type="checkbox"/> Lebanon	<input checked="" type="checkbox"/> Pakistan	<input checked="" type="checkbox"/> Syria
<input checked="" type="checkbox"/> Azerbaijan	<input checked="" type="checkbox"/> India	<input checked="" type="checkbox"/> Libya	<input checked="" type="checkbox"/> Palestinian Authority	<input checked="" type="checkbox"/> Turkey
<input checked="" type="checkbox"/> Burundi	<input checked="" type="checkbox"/> Iraq	<input checked="" type="checkbox"/> Mali	<input checked="" type="checkbox"/> Qatar	<input checked="" type="checkbox"/> Ukraine
<input checked="" type="checkbox"/> Central African Republic	<input checked="" type="checkbox"/> Israel	<input checked="" type="checkbox"/> Mozambique	<input checked="" type="checkbox"/> Somalia	<input checked="" type="checkbox"/> Yemen
<input checked="" type="checkbox"/> Democratic Republic of the Congo	<input checked="" type="checkbox"/> Democratic People's Republic of Korea (North Korea)	<input checked="" type="checkbox"/> Myanmar (Burma)	<input checked="" type="checkbox"/> South Sudan	<input type="checkbox"/>
<input checked="" type="checkbox"/> Others: None				

Countries Excluded by Endorsement:

- Russia 3/2022

Discussion:

War Exclusion:

Under the entirety of this policy, “war” and/or “terrorism” as defined, excludes coverage. Interpreted for application, if bodily injury, damage to property or any other covered occurrence or event results from the causes of war or terrorism, ANYWHERE IN THE WORLD or territory not expressly excluded, this policy will not provide coverage.

War Endorsement:

The War Coverage Endorsement provides coverage under [Employers Responsibility Coverage Forms ONLY](#)- Except for in those countries listed in the Schedule of Excluded Countries and Jurisdictions. In these countries, there is no coverage under any line of coverage for “war”, as defined with in the policy.

Exclusion by Endorsement:

In addition to countries or territories excluded, any country Excluded by Endorsement will also be excluded from coverage under any line of coverage within this policy, unless otherwise stated in the endorsement.

Excluded Countries: General Conditions applicable to all coverages under the policy exclude those countries that fall under the exclusion of “[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.](#)”, and as such there is no coverage for travel within the countries that are designated as such by the Office of Foreign Assets Control (OFAC).

However, the policy does provide indemnification under Liability coverages ([CGL, EBL & CAL](#)):

In jurisdictions where we may be prevented by law, ([OAFDC designated countries](#)), or otherwise from paying on behalf of or defending the insured, we will:

1. indemnify the insured for those sums that the “insured” becomes legally obligated to pay as damages to which the insurance applies and;
2. pay the cost of defense and aid and manage the insured’s defense.

Risk Management strongly recommends that travel is restricted to those countries that are not excluded by either schedule, endorsement or falls within the OFAC designations. However, we recognize that an Agency’s mission statement and obligations may cause them to consider travel to these jurisdictions. In those cases, we recommend the following protocols:

1. Thoroughly review the objective and necessity of the travel.
2. Review with the employee the restrictions of coverage and services.
3. Provide the employee a document that explains the coverage and service restrictions for signature and date by the employee, which acknowledges their understanding of the restrictions and lack of coverage as it applies to the destination country. A copy to be provided to Risk Management
4. Require the employee to register with the U.S. State Department’s STEP program.