

**EXCESS WORKERS COMPENSATION & EMPLOYERS LIABILITY**

**INFORMATION PAGE**

Insurer:

<b>POLICY NO.</b>											

**Item 1. Named Insured:**

Agency:

Mailing address:

Mailing address:

**Item 2.** The policy period is from \_\_\_\_\_ to \_\_\_\_\_ at 12:01 A.M. standard time at the address of the Insured stated above.

**Item 3. a.** Named States covered under this policy: \_\_\_\_\_

**b.** Excluded State(s): \_\_\_\_\_

**Item 4. Insurer's Limits of Liability and Insured's Retentions**

**a. Insurer's Limits of Liability:**

**Part One:**

Bodily Injury by Accident	\$ _____	each accident
Bodily Injury by Disease	\$ _____	each employee

**Part Two:**

Bodily Injury by Accident	\$ _____	each accident
Bodily Injury by Disease	\$ _____	each employee

**b. Insured's Retentions** \$ \_\_\_\_\_ each accident

(combined for Parts One and Two) each employee for disease: \$ \_\_\_\_\_

**Item 5. Premium:** Premium for the policy period is \$ \_\_\_\_\_. The premium is an estimate and will be adjusted in accordance with Part Six of this policy to determine the final premium at a rate of \$ \_\_\_\_\_ per \$100 of payroll. The payroll estimate is \$ \_\_\_\_\_.

Minimum Premium for the policy is \$ \_\_\_\_\_.

**Item 6. Claims Administrator (Name and Address):**

**Item 7. Endorsements and Schedules Attached To This Policy:**

SEE LISTING OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY

## EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM

In return for the payment of the premium and subject to all the terms of this policy, we agree with you as follows:

### GENERAL SECTION

#### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the insured named in **Item 1.** of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by an endorsement made part of this policy.

#### B. Who is Insured

You are an insured if you are an employer named in **Item 1.** of the Information Page. If that employer is a partnership or joint venture, and if you are one of its partners or members, you are insured but only in the capacity as employer of the partnership's or joint venture's employees.

#### C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state named in **Item 3.a.** of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide non-occupational disability benefits.

#### D. Qualified Self-Insurer

Your acceptance of this policy indicates that you are now and will remain until the end of the policy period a duly qualified self-insurer in each state or territory named in **Item 3.a.** of the Information Page.

#### E. State

State means any state of the United States of America, the District of Columbia and Puerto Rico.

#### F. Claims Expenses

This term means payments allocated to a specific claim, suit or proceeding for its investigation, settlement or defense including:

1. Attorney fees and all other litigation expenses.
2. The cost of bonds to appeal a judgment or award or to release attachments, but only for the bond amounts within the applicable limits of liability. We do not have to furnish these bonds.
3. All reasonable expenses incurred by you in the investigation or defense of a claim or suit, including actual loss of earnings up to \$100 a day because of time off from work.
4. All costs taxed against you in the suit;
5. Pre-judgment interest awarded against you as part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court our part of the judgment that is within the applicable limit of liability.

This term does not include:

1. Salaries and expenses of our employees or your employees other than that portion of our employed attorneys' or paralegals' fees, salaries and expenses allocated to a specific claim or suit.
2. Fees and expenses of independent claim adjusting organizations or third party claims administrators hired by you.

## **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE**

### **A. Our Indemnity**

We will reimburse you for loss (as defined in paragraph **C.** below) paid by you under the workers compensation law in excess of your retention(s) (as defined in **Part Three** and stated in **Item 4.b.** of the Information Page) but not for more than our limits applicable to **Part One**, as stated in **Item 4.a.** of the Information Page. This amount includes claims expenses as defined in **GENERAL SECTION** paragraph **F.**

### **B. Our Limits of Liability**

Under **Part One**, the most we will reimburse you for loss is limited to the amount(s) shown in **Item 4.a.** of the Information Page. These amount(s) include claim expenses (as defined in **GENERAL SECTION** paragraph **F.**) of this policy and apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident" is the most we will reimburse you for loss covered by this insurance in excess of your retention for "bodily injury by accident" applicable to such 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" is the most we will reimburse you for all loss covered by this insurance in excess of your retention for "bodily injury by disease-each employee" applicable to such insurance and arising out 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 reimburse you for any loss after we have paid the applicable limits of our liability under this insurance.
4. The inclusion of more than one legal entity in **Item 1.** of the Information Page will not increase the Insured's retention nor the Insurer's limits of liability.

Our Limits of Liability will never be less than the statutory limits required in Wisconsin.

### **C. Loss**

For **Part One Excess Workers Compensation Insurance**, Loss means the amount actually paid by you as a self-insurer for benefits provided under the workers compensation law in the settlement of claims or in the satisfaction of awards or judgments. Loss includes claim expenses (as defined in **GENERAL SECTION** paragraph **F.** of this policy).

### **D. How This Insurance Applies**

This excess workers compensation insurance applies for bodily injury by accident or bodily injury by 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 or aggravated by the conditions of your employment. The

employee's last day of last exposure to the conditions of that employment causing or aggravating such bodily injury by disease must occur during the policy.

**3. The accident or disease must:**

- a. Occur within a state(s) listed in **Item 3.a.** of the Information Page; or
- b. Be sustained by an employee you normally employ in a state named in **Item 3.a.** of the Information Page, provided the state where the injury or disease is sustained is not excluded as shown in **Item 3.b.** of the Information Page.

**E. Payments You Must Make**

We will not indemnify you for any payments in excess of the benefits regularly provided by the workers compensation law including those you are responsible for 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 discriminated against any employee in violation of workers compensation law.
5. You violated or failed to comply with any Workers Compensation law or rejected any workers compensation law.

**F. Other Insurance**

If any other insurance exists applicable to loss covered by this insurance, this insurance shall apply in excess of such other insurance. This provision does not apply to other insurance which you have procured where your self Insured Retention would apply or to other insurance which you have procured in excess of our limits of liability.

**G. Recovery From Others**

In the event of any payment under this policy, we shall participate with you in the exercise of your rights, and the rights of persons entitled to the benefits of this insurance to recover loss from anyone liable for such loss. You will do everything necessary to protect those rights and to enforce them. Loss recoveries will be applied first to reimburse us for our portion of the loss and lastly reimburse you for the balance, if any.

**H. Exclusions**

This insurance does not cover:

1. Loss arising out of the following operations:
  - a. your operations insured by a full coverage workers compensation or employers liability policy; or
  - b. your operations for which you have rejected any workers compensation law.
2. Loss payments required by you under any workers compensation law which are in excess of the benefits regularly provided by such law because of bodily injury to any employee arising out of:
  - a. your serious and willful misconduct; or
  - b. the employment of such employee which is in violation of any such law with your actual knowledge or the actual knowledge of any of your executive officers.
3. Any assessments made upon self-insurers, whether imposed by statute, regulation or otherwise.
4. Punitive or exemplary damages.

## **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**

### **A. Our Indemnity**

We will reimburse you for loss (as defined in paragraph **B.** below) you legally must pay in excess of your retention(s) (as defined in **Part Three**, but not for more than our applicable limit of liability as stated in **Item 4.a.** of the Information Page) because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

### **B. Our Limits of Liability**

Under **Part Two**, our liability to reimburse you for loss and claim expenses (as Defined in **GENERAL SECTION** paragraph **F.**) is limited to the amount(s) shown in **Item 4.a.** of the Information Page. Those limits apply as explained below:

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident" is the most we will reimburse you for loss covered by this insurance in excess of your retention for "bodily injury by accident" applicable to such insurance because the 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" is the most we will reimburse you for all loss covered by this insurance in excess of your retention for "bodily injury by disease – each employee" applicable to such insurance and arising out 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 reimburse you for any loss after we have paid the applicable limits of our liability under this insurance.

Our Limits of Liability will never be less than the statutory limits required in Wisconsin.

### **C. Loss**

For **Part Two Excess Employers Liability Insurance**, Loss means the amount actually paid by you as a self insurer for legal damages because of a bodily injury to your employees, provided the bodily injury is covered by this excess liability insurance.

Loss Includes:

1. the amount paid by you in settlement of claims or suits for legal damages; and
2. the amount paid by you in satisfaction of awards or judgments for legal damages; and
3. Claim Expenses (as described in **GENERAL SECTION** paragraph **F.** of this policy) that you have paid.

For purposes of this definition, the term damages includes damages (where recovery is permitted by law):

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; and
4. because of bodily injury to your employee that arises out of and in the course of the injured employee's employment by you.

Damages described in **1.**, **2.** and **3.** above must be in the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you.

#### **D. How This Insurance Applies**

This excess employers' liability insurance applies to bodily injury by accident or bodily injury by 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 employment must be necessary or incidental to your work in a state or territory listed in **Item 3.a.** of the Information Page.
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 the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### **E. Other Insurance**

If any other insurance exists applicable to loss covered by this insurance, this insurance shall apply in excess of such other insurance. This provision does not apply to other insurance which you have procured where your Self Insured Retention would apply. It does apply to other insurance which you have procured in excess of our limits of liability.

#### **F. Recovery From Others (Subrogation)**

We have the right to recover all payments which we make to you from anyone liable for an injury. In the event of any payment under this policy, we shall participate with you in the exercise of your rights, and the rights of persons entitled to the benefits of this insurance to recover loss from anyone liable for the injury. You will do everything necessary to protect those rights and to enforce them. Loss recoveries will be applied first to reimburse us for our portion of the loss and lastly reimburse you for the balance, if any.

#### **G. 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;
3. bodily injury to an employee while employed in violation of law;
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. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. loss 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;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), and any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;

10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law;
12. bodily injury by disease unless prior to thirty-six months after the policy period written claim is made or suit is brought against you for loss because of such injury or death resulting therefrom;
13. damages arising out of operations for which the Insured:
  - a. has violated or failed to comply with any workers compensation law; or
  - b. has rejected any workers compensation law;
14. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

### **PART THREE – YOUR RETENTIONS AND OUR LIMITS OF LIABILITY**

#### **A. Your Retention**

You will pay for your own account all loss up to the amount of the specific retention(s). Those specific retentions are shown in **Item 4.b.** of the Information Page and apply as explained below:

1. **Bodily Injury by Accident.** The retention shown for "bodily injury by accident" is the most you will retain for loss covered by Part One and Part Two combined because of bodily injury to one or more employees in any one accident before our obligation to reimburse you begins.

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

2. **Bodily Injury by Disease.** The retention shown for "bodily injury by disease" is the most you will retain for loss covered by Part One and Part Two combined for loss covered by this insurance because of bodily injury by disease sustained by any one employee before our obligation to reimburse you begins.

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

#### **B. Our Limits of Liability**

Subject to your specific retention(s) described in A. above, we will indemnify you for loss paid by you in excess of your specific retention as described in A. above up to our limit shown in **Item 4.a.** of the Information Page. We will not reimburse you after we have paid the applicable limits of our liability.

Naming more than one legal entity in **Item 1.** of the Information Page does not increase our limit.

Our Limits of Liability will never be less than the statutory limits required in Wisconsin.

### **PART FOUR - INVESTIGATION, DEFENSE AND SETTLEMENT**

- A. We will not be obliged to defend any claim, proceeding or suit against you for loss payable under this insurance, but we have the right to associate with you or your claims administrator or both in the investigation, defense, or settlement of any claim proceeding or suit that, in our sole opinion, involves or appears reasonably likely to involve indemnity by us. You and your claims administrator will cooperate with us when we elect to associate.
- B. You shall not make or agree to any settlement for an amount of loss in excess of your retentions without our express prior written approval. Your retention will be applied to each accident or to each employee (with respect to disease) as respects payment of loss. In the event that payment of loss involving the settlement of a claim or suit associated with each accident or each employee (with respect to disease) exceeds your applicable retention, we will pay our share of claim expenses up to our limits of liability. Claim expenses are part of and not in addition to our limits of liability.

- C. If we recommend settlement of any claim or suit for loss payable under this insurance and your refusal to make such settlements results in a judgment or settlement which exceeds our recommended settlement amount, then our liability for that claim or suit, subject to our applicable limits of liability, shall not exceed the amount of our recommended settlement amount (less any amount of your retention). We will pay our share of claim expenses incurred up to the time of your refusal to make such settlement subject to our applicable limits of liability.
- D. When we have paid our applicable limits of liability by reimbursements for loss in connection with judgments, awards or settlements, or claims expenses we will not longer be obligated to reimburse you for loss or to pay any of the claim expenses.

#### **PART FIVE – YOUR CLAIMS HANDLING AND REPORTING REQUIREMENTS**

- A. You must give us prompt notice of any accident or disease which may result in a claim or suit seeking an amount for loss in excess of your “bodily injury by accident” or “bodily injury by disease-each employee” retention. The notice must be made no later than 30 calendar days from the date you are notified, or become reasonably aware of such accident or disease. The notice should include:
1. How, when, and where the accident or disease took place;
  2. The names and addresses of any injured persons and witnesses; and
  3. Complete details of the injury, disease or death
- B. You must furnish us with:
1. A quarterly report which provides the following information for each claim or suit which was outstanding, opened, revised or closed during the previous quarter: the identity of the claimants or injured parties; the dates, places, description and cause of injuries; the amounts of reserves for such claim or suit; claims expenses (both paid and outstanding) and payments of claims judgments or settlements. This report must be furnished no later than (30) calendar days after the end of each calendar quarter.
  2. Written notification of each claim or suit which has, should have or is likely to have, without regard to liability, a reserve equal to or exceeding 50% of your retention. Written notice must be provided as soon as possible, but no later than 15 calendar days from the date you have sufficient knowledge of facts surrounding such claim or suit which could put you on notice that such reserve or payment is indicated. Complete files on such claim or suit must be given to us within (30) calendar days from the date we request such files.
  3. Written notification of each claim or suit which involves serious injury. This notice must be provided as soon as possible, no later than ten (10) business days from the date you have knowledge of such claim or suit. Serious injuries include, but are not limited to:
    - a. Cord Injury – paraplegia, quadriplegia;
    - b. Amputations – requiring a prosthesis;
    - c. Brain damage affecting mentality or central nervous system – such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (Aphasia), hemiplegia or unconsciousness (Comatose);
    - d. Blindness;
    - e. Burns – involving over 10% of the body with third degree or 30% with second degree;
    - f. Multiple fractures – involving more than one member or any non-union of any part of the body;
    - g. Fracture of both heel bones (Fractured or Bilateral OS Calcis);
    - h. Nerve damage causing paralysis and loss of sensation in arm and hand (brachial Plexus Nerve Damage);
    - i. Massive internal injuries affecting body organs;
    - j. any disability where it appears reasonably likely that there will be disability of more than one year;
    - k. Injury to nerve at base of spinal canal (Cauda Equina) or any other back injury;
    - l. Fatalities;
    - m. Any Claim or suit not specified above that presents an unusual exposure to the coverage. Examples include: sexual molestation, AIDS, rape, class actions and bad faith allegations; or

- n. Any other serious violation which may involve our liability.

Individual written loss reports of all serious injuries must be given to us within 30 calendar days from the date you have knowledge of any claim or suit which involves serious injuries. This report must contain the facts surrounding the claim or suit, a description of injuries, suggested reserves, recommendations for future claims handling.

- 4. Any other claim information or reports requested by us.

**C. You must:**

1. Immediately send us copies of any demands, notices summonses or legal papers received in connection with the claim or "suit" or action involving a sum in excess of your retention;
2. Authorize us to obtain records and other information;
3. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance applies;
4. Furnish us and direct defense counsel or others to furnish us with information we may request to evaluate the "accident" or "disease" and
5. Attempt to settle any claim or suit within your retention.

- D.** It is your responsibility to investigate, settle, defend and appeal any claim made against you. It is also your responsibility to investigate, settle, defend and appeal any suit brought or instituted against you. This agreement contemplates the concurrent and continued existence of a separate service agreement between you and the **Claims Administrator** shown in **Item 6.** of the Information Page. You will require the **Claims Administrator** to furnish us with quarterly loss runs concurrent with the policy period of this Excess Insurance Policy. The provision of loss runs does not relieve you of your reporting obligations set forth below.

You shall use diligence, prudence and good faith in the investigation, defense and settlement of all claims and shall not unreasonably refuse to settle any claim which, in the exercise of good judgment, should be settled. You agree not to settle or make payment for any sum which would involve our limits of liability without our written consent.

**PART SIX – PREMIUM AND REIMBURSEMENT**

**A. Premium Computation**

We will compute all premiums for this insurance in accordance with our rules and rates. Premium will be based on the basis of the entire payroll and other remuneration paid or payable to all employees and officers. Remuneration includes payroll, salaries, commissions, bonuses, overtime pay, holiday and vacation pay, piece work, profit sharing or incentive payments, value of lodging, apartments, and meals or any substitute for money received by employees. Remuneration also includes the entire amount received by any other person engaged in work (such as contracting) which could make you liable under Part One of this policy except if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

**B. Premium Payments**

You will pay all premium when due.

**C. Final Premium**

The premium shown on the Information Page, schedules and endorsements is an estimate. The final premium will be determined after this policy ends by multiplying the payroll for the policy term by the rate per 100 of payroll shown in **Item 5.** of the Information Page, subject to the Minimum Premium shown in **Item 5.** of the Information Page.

If the final premium is more than the premium you paid to us or more than the minimum premium shown on

the Information Page, you must pay us the balance. If it is less, we will refund the balance to you subject to the minimum premium shown on the Information Page.

If this policy is cancelled, final premium will be determined the following way:

1. If we cancel, final premium will be calculated pro-rata based on the time this policy was in force. Final premium will not be less than the pro-rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and rules. Final premium will not be less than the minimum premium.

#### **D. Records**

You will keep records of information needed to compute the premium and give us copies of those records upon request.

#### **E. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving 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 determine final premium. We may elect to obtain a voluntary audit report from you to compute the final premium. We will notify you if we elect this voluntary audit option immediately following the expiration or termination of the policy. In connection with this option, we will send you a payroll reporting form and will require that you submit this to us within forty-five (45) days after we request its completion by you.

#### **F. Proof of Loss and Reimbursement Under this Policy**

You must provide us with a proper Proof of Loss to receive reimbursement from us. A Proper Proof of Loss is a payment register listing all payments made on the claim in a form acceptable to us. We shall make reimbursement payments to you upon receipt of properly completed Proof Of Loss in the calendar quarter following receipt of the Proof of Loss, until all claims are closed. We have the right to offset any balance or balances owed by you on account of premium or other amounts due to us under this agreement.

### **PART SEVEN – CONDITIONS**

#### **A. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without written consent.

#### **B. Sole Representative**

If more than one insured is named in **Item 1.** of the Information Page, the insured first named in **Item 1.** will act on behalf of all insureds to change this policy, receive a return premium, and give and receive notice of cancellation.

#### **C. Service and Administration**

This policy contemplates the concurrent and continued existence of a service agreement between you and the Claims Administrator named in **Item 6.** of the Information Page to provide claim handling services approved by us.

Cancellation, amendment of or suspension of the service agreement between such Claims Administrator and you without our prior written consent shall operate as notice of cancellation by you of this policy.

#### **D. Claim Records**

You must maintain adequate claims records and supporting data which document reserves for payment of claims, dates and amounts of any settlements, including specific identification of claims expenses incurred and paid.

#### **E. Inspection**

We have the right but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that the Insured's workplaces are safe or healthful or that they comply with laws, regulations, codes or standards.

#### **F. Bankruptcy**

In the event of your bankruptcy or insolvency, the insurance afforded by this policy will not replace your retentions but will apply as if the retentions were applicable. However, the bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this policy. Payments due under this policy will be made as if you had not become bankrupt. Such payments will be made to the Trustee in Bankruptcy or as a Court of competent jurisdiction may ultimately direct.

#### **G. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect. If you purchase replacement insurance, the cancellation becomes effective on the date the new coverage becomes effective. If no replacement coverage is purchased, the cancellation will be effective 30 days after the receipt of written notice by the Wisconsin Compensation Rating Bureau.
2. We may cancel the policy for any reason if the policy has been in effect for less 60 days. If the policy is issued for a term longer than one year or for an indefinite term, we may cancel the policy for any reason on an annual anniversary of the policy effective date. We may cancel the policy at any other time for the following reasons:
  - a. You fail to pay all premiums when due, however, we must deliver or mail, first class, not less than 30 days advance written notice stating when the cancellation is to take effect;
  - b. A material misrepresentation;
  - c. A substantial breach of the obligations, conditions or warranties under the policy; or
  - d. A substantial change in the risk we assumed under the policy, unless it was reasonable for us to foresee the change or expect the risk when we issued the policy.
3. If we cancel for any permissible reason other than nonpayment of premium, we must deliver or mail, first class, not less than 30 days notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in **Item 1.** of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in a notice of cancellation.

#### **H. Representation**

By accepting this policy, you agree:

1. The statements on the Information Page are accurate and complete;
2. Those statements are based upon representations you made to us;
3. We have issued this Policy in reliance upon your representations.

4. This policy embodies all agreements existing between you and us or any of our agents relating to this excess insurance; and
5. You have no right of action against us under this insurance unless you have complied with all of the terms of this policy.

**I. Nonrenewal**

1. You have the right to have the insurance renewed unless we deliver or mail to you not less than 60 days advance written notice stating our intention not to renew this policy.
2. We do not have to renew the insurance if you do not pay the renewal premium billing by the due date or if you accept replacement insurance, are insured elsewhere, requested or agree to nonrenewal, or if the policy is expressly designated as being nonrenewable.
3. If we renew the insurance, we may use the policy forms, rates and rating plans we are then using for similar risks. We may limit the policy to a term equivalent to the term of the expiring policy or one year, whichever is less.
4. If we offer to renew the policy on less favorable terms, we will mail or deliver written notice of the new terms by first class mail to you, the policyholder, at least 60 days prior to the renewal date. The definition of "terms" does not include manual rates, experience modification factors, or classification of risks.

If we provide such notice within 60 days prior to the renewal date, the new terms will not take effect until 60 days after the notice is mailed or delivered, in which case, you, the policyholder, may elect to cancel the renewal policy at any time during the 60 day period. The notice will include a statement of your right to cancel. If you elect to cancel the renewal policy during the 60 day period, the return premium or additional premium charges shall be calculated proportionally on the basis of the old premiums.

We need not mail or deliver this notice if the only change adverse to you is a premium increase that;

- a. is less than 25%; or
- b. results from a change based on your action that alters the nature and extent of the risk insured against, including, but not limited to, a change in the classifications for the business.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**DEFENSE BASE ACT COVERAGE**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

This endorsement applies only to work subject to the Defense Base Act in a state shown in **Item 3.a.** of the Information Page.

1. **GENERAL SECTION**, paragraph **C. Workers Compensation Law** is deleted and replaced by the following:

**C. Workers Compensation Law**

Workers Compensation Law means the workers workmen's compensation law and occupational disease law of each state named in **Item 3.a.** of the Information Page and the Defense Base Act (42 USC Sections 1651-1654). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide non occupational disability benefits.

2. **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, paragraph **G. Exclusions**, Exclusion **8.** does not apply to work subject to the Defense Base Act.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EPIDEMIC DISEASE ENDORSEMENT**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

**Item 4.** of the Information Page, Insurers Limits of Liability and Insured's Retentions, is amended to add:

**Item C.** We agree that Our Retention shown in **Item 4.a.** and Your Retention shown in **Item 4.b.** shall apply to Bodily Injury to your employees infected with the same **Epidemic Disease** and will be treated as one loss.

**Epidemic Disease** means a disease caused by an infectious organism which is directly or indirectly transmitted from one source to another, which affects three or more of your employees during any one period of 30 consecutive days selected by you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION - DESIGNATED SOLE PROPRIETORS, PARTNERS,  
OR OFFICERS**

**Policy Number:  
Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

**Schedule**

Excluded Sole Proprietors or Partners (name / title):

Excluded Officers (name / title):

The policy does not cover bodily injury sustained by the sole proprietor, partner(s) or the officer(s) described in the Schedule above. The premium basis for the policy does not include the remuneration for the above excluded sole proprietors, partners or officers.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**FEDERAL EMPLOYERS LIABILITY ACT COVERAGE**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

1. PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE, paragraph **G. Exclusions**, Exclusion **9**. is deleted in its entirety.
2. PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE of the policy shall also apply to loss paid by you because of liability imposed upon you by the Federal Employer's Liability Act (45 USC Sections 51-60).

As respects this endorsement, loss shall be limited (by amount and time of payment) to the benefits which would be available under the workers' compensation law of the state where the injured employee is normally employed, if that law applied.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**FOREIGN VOLUNTARY COMPENSATION AND  
EMPLOYERS LIABILITY COVERAGE**

**Policy Number:  
Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

This endorsement adds Foreign Voluntary Compensation Insurance to the policy.

**Schedule**

**Covered Employees**

**State of Employment**

United States Citizens you hire in the United States or assign to work outside the United States, its territories or possessions, and Puerto Rico

State of Employment

**Designated Workers' Compensation Law:** State listed in Item 3.a. of the Information Page where employee was hired

**Description of Work:** All operations relating to the Named Insured's Business

**Rate:** Per \$100 of payroll (same as employee classification in state of employment)

**Repatriation Expense Limit:** \$ \_\_\_\_\_ any one employee

**A. How This Insurance Applies**

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 included in the group of employees described in the Schedule.
2. This insurance with respect to any such employee shall apply from the moment of hire or assignment for such work and shall cease from the moment employment or assignment for such work is terminated.
3. The bodily injury must occur in employment that is necessary or incidental to work described in the Schedule above.
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 exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
6. This insurance shall apply only to individuals scheduled by this endorsement who have been hired in the United States and assigned to operations outside of the United States of America.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers' compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under that law.

However, with respect to employees who are subject to a foreign workers' compensation act or law, for which you have paid premium under such act or law to the proper fund, authority, or insurance company, we will pay on your behalf to such employees the difference between the benefits specified in the designated workers' compensation law and the benefits under the act or law of the foreign country.

### **C. Exclusions**

This insurance does not cover:

1. Any obligation imposed by a workers' compensation or occupational disease law, or any similar law; or
2. Bodily injury intentionally caused or aggravated by you.

### **D. 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; and
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 these 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.

### **E. 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 entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

### **F. Employers Liability Insurance**

Subject to the following conditions, **Part Two** of the policy (Employers Liability Insurance) applies to bodily injury covered by the endorsement as though the State of Employment shown in the Schedule were shown in **Item 3.a.** of the Information Page.

#### **Conditions:**

1. This insurance is excess over other collectible insurance.
2. Our Limit will be reduced by the amount of other collectible insurance except when such insurance is written to be excess of our insurance.
3. This insurance does not fulfill any legal requirements as respects obtaining insurance of this or similar type.

### **G. Endemic Disease.**

Endemic diseases are those which are peculiar to a locality or region.

We will pay for bodily injury or death due to exposure to endemic disease occurring outside the United States of America during the policy period, while traveling for you or temporarily working there for you in an amount equal to the benefits of the workers' compensation law described in the Schedule even if such are not included in the law.

This endemic disease coverage does not apply if the employee (or dependent) is entitled to benefits under any workers' compensation law.

### **H. Repatriation Expenses.**

We will reimburse you for such additional expenses as may reasonably be incurred over and above normal

transportation costs had the employee not been injured for repatriation of injured, sick or diseased employees covered by this insurance, from the location of operations to the destination in the United States of America. Such injuries must make such repatriation necessary in the opinion of competent medical authorities. The most loss we will reimburse you for with respect to each employee for repatriation is shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**GENERAL CHANGE ENDORSEMENT**

NAMED INSURED AND MAILING ADDRESS	AGENCY AND MAILING ADDRESS

POLICY PERIOD: From xx/xx/xxxx to xx/xx/xxxx AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Endorsement:

Effective:

THIS POLICY IS AMENDED AS SHOWN

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

For an additional/return premium, the items below are changed as indicated:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**INSURER'S AGGREGATE LIMIT OF LIABILITY**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

It is agreed that **Item 4.a.** of the Information Page, Insurer's Limits of Liability, is amended to include:

Insurer's Aggregate Limit of Liability \$ \_\_\_\_\_

Subject to your specific retentions(s) described in **Item 4.b.** of the Information Page, or any endorsement amending **Item 4.b.** of the Information page, we will indemnify you for loss paid by you in excess of your retentions, up to our aggregate limit of liability shown above. Our aggregate limit of liability includes loss and claims expenses (as defined in **GENERAL SECTION** paragraph F. of this policy).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**JONES ACT COVERAGE**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

**PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE** of the policy shall also apply to loss paid by you because of liability imposed upon you by the Jones Act (46 USC Section 688).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**LIMITED LONGSHORE AND HARBOR  
WORKERS' COMPENSATION ACT COVERAGE**

**Policy Number:  
Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

This endorsement applies only to work subject to the Longshore and Harbor Workers' Compensation Act in a state shown in **Item 3.a.** of the Information Page.

1. **GENERAL SECTION**, paragraph **C. Workers Compensation Law** is deleted and replaced by the following:

**C. Workers Compensation Law**

Workers Compensation Law means the workers workmen's compensation law and occupational disease law of each state named in **Item 3.a.** of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide non occupational disability benefits.

2. **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, paragraph **G. Exclusions**, Exclusion **8.** does not apply to work subject to the Longshore and Harbor Workers Compensation Act.

This endorsement does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or Nonappropriated Fund Instrumentalities Act.

**LISTING OF FORMS AND ENDORSEMENTS FORMING  
A PART OF THIS POLICY**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This listing forms a part of the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

**NUMBER**

**TITLE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**NONAPPROPRIATED FUND INSTRUMENTALITIES ACT COVERAGE**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

This endorsement applies only to work subject to the Nonappropriated Fund Instrumentalities Act in a state shown in **Item 3.a.** of the Information Page.

1. **GENERAL SECTION**, paragraph **C. Workers Compensation Law** is deleted and replaced by the following:

**C. Workers Compensation Law**

Workers Compensation Law means the workers workmen's compensation law and occupational disease law of each state named in **Item 3.a.** of the Information Page and the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide non occupational disability benefits.

2. **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, paragraph **G. Exclusions**, Exclusion **8.** does not apply to work subject to the Nonappropriated Fund Instrumentalities Act.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**OTHER STATES ENDORSEMENT**

**Policy Number:  
Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

This insurance is amended as follows:

1. **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE**, paragraph **D.3.** is deleted and replaced by the following:

**D. How This Insurance Applies**

3. The accident or disease must:
  - a. Occur within a state(s) listed in **Item 3.a.** of the Information Page; or
  - b. be sustained by an employee you employ in any state not excluded in **Item 3.b.** of the Information Page.

2. **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, paragraph **D.2.** is deleted and replaced by the following:

**D. How This Insurance Applies**

2. The employment must be necessary or incidental to your work in any state that is not excluded in **Item 3.b.** of the Information Page.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**OUTER CONTINENTAL SHELF LANDS ACT COVERAGE**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

This endorsement applies only to work subject to the Outer Continental Shelf Lands Act in a state shown in **Item 3.a.** of the Information Page.

1. **GENERAL SECTION**, paragraph **C. Workers Compensation Law** is deleted and replaced by the following:

**C. Workers Compensation Law**

Workers Compensation Law means the workers workmen's compensation law and occupational disease law of each state named in **Item 3.a.** of the Information Page and the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workmen's compensation law, other federal occupational disease law or the provisions of any law that provide non occupational disability benefits.

2. **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE**, paragraph **G. Exclusions**, Exclusion **8**, does not apply to work subject to the Outer Continental Shelf Lands Act.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**TWO LEVEL SELF-INSURED RETENTION ENDORSEMENT**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

**Level 1 and Level 2 Self-Insured Retentions**

It is agreed that **4.c.**, **d.**, **e.** and **f.** are added to **Item 4** of the Information Page:

**4.c. Insured's Level 2 Self-Insured Retention**

You agree to pay the next \$ \_\_\_\_\_ for each accident

You agree to pay the next \$ \_\_\_\_\_ (combined for **Parts One** and **Two**) each employee for disease.

You will pay for your own account all losses and claim expenses for bodily injury by accident to one or more employees in any one accident or for bodily injury by disease sustained by any one employee up to the amount of the specific retention shown above.

The retention shown for Level 1 plus the retention shown for Level 2 is the maximum you will retain for each loss covered by **Part One** and **Part Two** combined because of bodily injury by accident to one or more employees in any one accident or for bodily injury by disease sustained by any one employee before our obligation to reimburse you begins.

**4.d. Proof of Level 1 and Level 2 Self-Insured Retention Payment**

You must deliver to us records and documents sufficient to verify that loss and claim expenses for bodily injury by accident to one or more employees in any one accident or for bodily injury by disease sustained by any one employee have been paid by you before our obligation to reimburse you begins.

**4.e. Level 2 Self-Insured Retention Aggregate**

Your Level 2 Self-Insured Retention is subject to an aggregate limit for all losses including claim expenses of \$ \_\_\_\_\_. Only Payments you make for your Level 2 Self-Insured Retention reduce the aggregate limit.

Once your Level 2 Self-Insured Retention aggregate limit for loss and claim expenses are exhausted, your Level 2 Self-Insured Retention will no longer apply.

**4.f. Proof Of Self-Insured Aggregate Payment**

You must deliver to us records and documents sufficient to verify that that your Level 2 Aggregate Retention has been paid by you before our obligation to reimburse you begins.

Your Level 1 Self-Insured Retention will continue to apply to each loss and claim expenses after the exhaustion of the Level 2 Self-Insured Retention Aggregate before our obligation to reimburse you begins.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**UNINTENTIONAL ERRORS OR OMISSIONS**

**Policy Number:**  
**Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to this insurance provided such failure or any omission is not intentional.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**VOLUNTARY COMPENSATION  
AND EMPLOYER'S LIABILITY ENDORSEMENT**

**Policy Number:  
Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

**Schedule**

*(This coverage only applies to industrial sponsored athletic teams, volunteer fire departments and masters and members of vessels and USL&HW.)*

Employees (describe group): ALL EMPLOYEES

1. **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** and **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE** of the policy shall also apply to payments you gratuitously make to any employee included within the group described in the above Schedule (or to the employee's dependents) for an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers' compensation law of the state where the employee is normally employed, but only if that state is named in **Item 3.a.** of the Schedule.
2. This endorsement does not apply:
  - a. Unless the gratuitous benefits are paid as a result of an accident or disease occurring during the policy period and in the course of employment. The employees last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
  - b. If the employee (or dependent) is entitled to benefits under any workers' compensation or occupational disease law or any similar law.
  - c. If the bodily injury was intentionally caused or aggravated by you.
3. Before we pay benefits to the persons entitled to them, they must:
  - a. Release you and us, in writing, of all responsibility for the injury or death.
  - b. Transfer to us their right to recover from others who may be responsible for the injury or death.
  - c. 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 at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

**Policy Number:  
Named Insured:**

**Effective Date:**

This endorsement modifies insurance provided under the following:

**EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM**

**SCHEDULE**

**Person(s) or Organization(s):** Any Person or Organization indicated in such written contract.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person(s) or organization(s) named in the above Schedule.