

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the employer named in Item 1 of the Information Page. The words "we", "us", "our" and the "Company" refer to the company providing this insurance as indicated on the Information Page.

In consideration of the payment of the premium as herein provided, and of their respective agreements as herein set forth, the insurance company named on the Information Page made a part hereof and the party or parties named on the Information Page made a part hereof do hereby agree as follows:

GENERAL SECTION

A. Self-Insurance

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 named in Item 3 of the Information Page. You will do whatever is required, including provision of sufficient funds and compliance with any legally required self-insured registration or similar requirements, to maintain your status as a qualified self-insurer with respect to any Loss covered by this policy. If Your Retention or your self-insurer status at any time becomes invalid, suspended, unenforceable or uncollectible for any reason, we will be liable only to the extent we would have been had Your Retention remained in full effect and only to the extent we would be liable if you were a qualified self-insured. The Insured named in Item 1 of the Information Page shall give us written notice as soon as practicable of any change in the operating status of any of your self-insurer registrations in any state.

If you begin work after the effective date of this policy in any state not named in Item 3 of the Information Page, or are not a qualified self-insured for such work, this insurance will apply as though that state were named in Item 3 of the Information Page, or as though you were qualified in that state, but only if you notify us in writing within ninety (90) days from the date you begin such work.

B. The Policy

This policy includes at its effective date the Information Page and all the endorsements or schedules listed in Item 8 of 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 endorsement issued by us to be part of this policy.

C. Who Is Insured

You are insured if:

1. you are an employer named in Item 1 of the Information Page;
2. the employer named in Item 1 of the Information Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, but you are an insured only in your capacity as an employer of employees in the partnership or joint venture;
3. you are a subsidiary, a division or an affiliated company now existing or as may hereafter be constituted, of an employer named in Item 1 of the Information Page, provided at least a 51% majority interest is owned or controlled by an employer named in Item 1 of the Information Page; or
4. you are a business entity over which an employer named in Item 1 of the Information Page has day-to-day management control.

D. Workers Compensation Law

Workers compensation law means the:

1. Workers compensation law and occupational disease law of each state or territory named in Item 3 of the Information Page;
2. Workers compensation law of a state not listed in Item 3 of the Information Page provided:

- a. the injured employee was working within the scope of his employment, at your direction; and
 - b. the injured employee was regularly employed in a state listed in Item 3 of the Information Page; and
 - c. the work in the other state was incidental to work in a state listed in Item 3 of the Information Page; and
 - d. the work in the other state was temporary and transitory.
3. Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901 - 944);
 4. Non-Appropriated Funds Instrumentalities Act (5 U.S.C. Sections 8171 et seq.); and the provisions of the Longshore and Harbor Workers Compensation Act that apply to that law;
 5. Outer Continental Shelf Lands Act (43 U.S.C. Section 1331 et seq.);
 6. Longshore and Harbor Workers Compensation Act (33 U.S.C. Sections 901 et seq.);
 7. Any amendments to these laws that are in effect during the policy period.

Workers compensation law does not include the provisions of any law that provide non-occupational disability benefits.

E. State

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

F. Covered Employees

Unless expressly stated in Part Three, Voluntary Compensation, this policy only indemnifies you for Loss relating to Covered Employees. Covered Employees means those employees who are hired by you and are subject to the workers compensation law of a state listed in Item 3 of the Information Page.

**EXCESS INSURANCE PROVISIONS
OUR LIMIT OF INDEMNITY AND YOUR RETENTION**

A. Our Limit of Indemnity

Our Limit of Indemnity under this policy shall be only for the Ultimate Net Loss in excess of Your Retention, as stated in Item 6 of the Information Page, and then only for an amount not exceeding Our Limit of Indemnity stated in Item 5 of the Information Page; provided that Your Retention and Our Limit of Indemnity shall apply to:

1. bodily injury by accident, including death resulting therefrom sustained by one or more employees in each accident; or
2. bodily injury by disease, including death resulting therefrom, sustained by each employee.

Ultimate Net Loss means the amount of Loss, including Loss incurred as part of the Voluntary Compensation Coverage provided hereunder, minus Your Retention.

B. Your Retention

Your Retention means the amount shown in Item 6 of the Information Page, which is the amount that you must pay before this insurance applies.

PART ONE - WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

Subject to Our Limit of Indemnity set out in Item 5 and Your Retention set out in Item 6 of the Information Page, this Workers Compensation Insurance applies to Loss paid by you as required by the workers compensation law for bodily injury by accident or bodily injury by disease, and including resulting death, provided:

1. the bodily injury by accident must occur during the policy period; and

2. the 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.

B. Loss

1. Loss means the amount actually paid by you for benefits under the workers compensation law in effect at the date the accident or disease exposure occurs. Loss includes:
 - a. the amount paid by you in settlement of claims for benefits under the workers compensation law;
 - b. the amount paid by you in satisfaction of awards or judgments for benefits under the workers compensation law.
2. Loss does not include:
 - a. court costs, interest, fines or penalties assessed against you or your claims administrator;
 - b. salaries of employees and office expenses, or penalties or assessments against you, incurred in investigation, adjustment and litigation;
 - c. fees paid to the organization handling your claims and performing other insurance services for you;
 - d. taxes paid by you or other expenses incurred in qualifying for and maintaining your self-insurer's status; or
 - e. allocated loss adjustment expenses which means costs associated with investigation, adjustment or legal expenses directly and definitely chargeable to a specific workers compensation claim.

C. Exclusions

Part One - Workers Compensation Insurance does not cover:

1. Loss arising out of operations or Loss related to employees for which you have rejected any workers compensation law;
2. Loss insured by a standard Workers Compensation & Employers Liability Insurance Policy;
3. Loss payable under the workers compensation law of any state which is not shown in Item 3 of the Information Page, if you are protected from the loss by any other insurance; or
4. any assessment made upon self-insurers, whether imposed by statute, regulation or otherwise.

D. Defense

We have no duty to investigate, handle, settle or defend any claim, suit or proceeding against you. However we have the right and shall be given the opportunity by you to associate with you in the defense, investigation, handling, settlement or defense of any claim, suit or proceeding which appears reasonably likely to involve us. In such an association, you shall promptly cooperate with us in all aspects of investigation, handling, settlement or defense.

E. 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;
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law;
5. you violate or fail to comply with any workers compensation law; or
6. of the unreasonable delay or refusal to make payments of compensation by you or on your behalf, including the legal fees associated with defending resulting claims or suits.

If we make any payments on your behalf in excess of the benefits regularly provided by the workers compensation law, you will reimburse us promptly.

F. Statutory Provision

Terms of this insurance that conflict with the workers compensation law regarding excess workers compensation insurance are changed by this statement to conform to that law.

PART TWO - EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

Subject to Our Limit of Indemnity set out in Item 5 and Your Retention set out in Item 6 of the Information Page, this Employers Liability Insurance applies to loss paid by you for bodily injury by accident or bodily injury by disease, and including resulting death, provided that:

1. the bodily injury must arise out of and in the course of the injured employee's employment by you;
2. the injured employee must be normally employed in a state listed in Item 3 of the Information Page, and the employment, must be necessary or incidental to your work in a state or territory listed in Item 3 of the Information Page, or as otherwise defined in this policy;
3. the bodily injury by accident must occur during the policy period; and
4. the 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.

If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or bodily injury by disease must be brought in the United States of America.

B. Loss

1. Loss means the amount actually paid by you for damages imposed upon you by law. Loss includes:
 - a. the amount paid by you in settlement of claims for legal damages;
 - b. the amount paid by you in satisfaction of awards or judgments for damages;
2. Loss does not include:
 - a. court costs, interest upon awards and judgments, punitive damages or fines;
 - b. salaries of employees and office expenses, or penalties or assessments against you, incurred in investigation, adjustment and litigation;
 - c. fees paid to the organization handling your claims and performing other insurance services for you;
 - d. taxes paid by you or other expenses incurred in qualifying for and maintaining your self-insured status; or
 - e. allocated loss adjustment expenses which include costs associated with investigation, adjustment or legal expenses directly and definitely chargeable to a specific workers compensation claim.

C. Federal Acts Coverage

This Employers Liability Insurance also applies to Loss paid by you because of damages imposed upon you by the following Federal Acts:

1. The Jones Act (46 USC Section 688);
2. The Federal Employers Liability Act (45 U.S.C. Sections 51 et seq.); and
3. The Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.).

D. Stop Gap Insurance

If, it is determined by the State Workers Compensation board or any other regulatory authority that any employee of yours, who is reported and declared under the workers compensation law(s) of the state of North Dakota, Ohio, Washington and Wyoming, sustains bodily injury by accident or bodily injury by disease in the course of his/her employment by you, but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then this policy shall cover you for Loss arising from such bodily injury by accident or bodily injury by disease in excess of Your Retention as stated in Item 6 of the Information Page.

This Stop Gap Insurance shall not apply to:

1. any premium assessment, penalty, fine or other obligation imposed by any workers compensation law;
2. bodily injury, disease or death suffered or caused by any person knowingly employed by you in violation of any law as to age, or under the age of 14 years, regardless of such law;
3. any claim for bodily injury, disease or death with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium payment under, or any other failure to comply with, the provisions of the workers compensation law or laws of the states named above.

Our Limit of Indemnity for Stop Gap Insurance is stated in Item 5 of the Information Page.

E. Exclusions

Part Two – Employers Liability Insurance does not cover:

1. liability assumed under a contract;
2. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
3. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
4. bodily injury caused intentionally or aggravated by you;
5. 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;
6. fines or penalties;;
7. damages arising out of operations for which you have violated or failed to comply with any workers compensation law;
8. damages arising out of operations for which you have rejected any workers compensation law; or
9. damages arising out of operations for which you are covered under a standard Workers Compensation & Employers Liability Insurance Policy.

F. Defense

We have no duty to investigate, handle, settle or defend any claim, suit or proceeding against you. However, we have the right and shall be given the opportunity by you to associate with you in the defense, investigation or settlement of any claim, suit or proceeding which appears reasonably likely to involve us. In such an association, you shall promptly cooperate with us in all aspects of defense, investigation or settlement.

PART THREE – VOLUNTARY COMPENSATION INSURANCE

A. How This Insurance Applies

In addition to the other coverages provided herein, subject to Our Limit of Indemnity set out in Item 5, and Your Retention set out in Item 6 of the Information Page, this policy also provides coverage for your employees who are not subject to the workers compensation laws or occupational disease law, or any similar law of any state, but who were hired in and are normally employed in the United States, its territories or possessions. This Voluntary Compensation coverage applies to bodily injury subject to the following terms and conditions:

1. the bodily injury must be sustained by an employee included in the group of employees described in the Voluntary Compensation Schedule Endorsement (the "Schedule");
2. the bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule;
3. the bodily injury must occur in the United States of America, its territories or possessions or Canada, or the country or countries designated in the Schedule ("Designated Countries") or while being transported to or from the United States of America, its territories or possessions, or Canada if the employee is a United States or Canadian citizen away from those places and the employment must be necessary or incidental to work in a Designated Country, subject to the extraterritorial coverage provisions of the applicable state law;
4. bodily injury by accident must occur during the policy period; and
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.

B. We Will Indemnify

Under this Voluntary Compensation coverage, we will indemnify you, subject to Our Limit of Indemnity set out in Item 5 and Your Retention as set out in Item 6 of the Information Page:

1. 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 laws of the states of employment listed in Item 3 of the Information Page; and
2. an amount equal to the benefits for bodily injury or death arising out of a disease endemic to a Designated Country or a location therein, which benefits would be payable if such endemic disease were a covered occupational disease in the state of employment of the diseased employee.

We will indemnify you for those amounts paid by you to the persons who would be entitled to them under the law of the employee's state of employment, as such state is indicated in your records.

We will also indemnify you, subject to Our Limit of Indemnity set out in Item 5 and Your Retention as set out in Item 6 of the Information Page expenses as reasonably may be incurred over and above normal transportation costs for repatriation of employees suffering from covered bodily injury or diseases (including the bodies of fatally injured employees) from a Designated Country to a destination in the United States of America or Canada provided that such injuries make repatriation necessary in the opinion of competent medical authorities.

C. Exclusions

Part Three - Voluntary Compensation 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 Indemnify

Before we indemnify you for benefits paid to the persons entitled to them as Voluntary Compensation coverage, 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 those things, our duty to indemnify ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify ends at once.

E. Employers Liability Insurance

Part Two - Employers Liability Insurance applies, subject to Our Limit of Indemnity set out in Item 5, Part Two, and Your Retention set out in Item 6 of the Information Page, to bodily injury covered by this Voluntary Compensation Section as though the State of employment listed in the Schedule were shown in Item 3. of the Information Page.

PART FOUR – CLAIMS

A. Your Claims Reporting Duties

1. In the event of an accident or disease that appears reasonably likely to involve coverage under this policy, and/or in the event of any claim reserved for 50% or more of Your Retention stated in Item 6 of the Information Page, you or someone on your behalf shall give written notice as soon as practicable, but not more than ninety (90) days, after such notice has been received by the Risk Management Department, or other equivalent department, of your organization.
2. Immediate written notice shall be given to us when any accident to one or more employees results in any of the following:
 - a. a fatality;
 - b. amputation of a major extremity;
 - c. any serious head injury (including skull fracture or loss of sight of either or both eyes);
 - d. any injury to the spinal cord;
 - e. any severe burn case; or
 - f. any claim arising under Part Two, Employer's Liability.

You shall give notice, with full particulars, of any claim made because of any injury listed in a) through f) above.

3. Failure to provide notice of a reportable claim as defined herein, within the parameters set out above, may result in the denial of coverage.

All notices to us must contain particulars sufficient to identify you and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured party or parties and of available witnesses.

If, after you give us notice as described herein, suit or other proceeding is instituted against you to enforce a claim, you shall, when requested by us, forward to us every demand, notice, summons, or other process or true copies thereof, received by you or your representatives, together with copies of reports of investigations made by you with respect to such claim, suit or proceeding.

B. Your Claims Handling Duties

It is your responsibility to investigate, settle, defend and appeal any claim, suit or other proceeding made against you. However, you must not make any voluntary settlement involving loss to us without our written consent.

If you do not appeal an award or judgment which exceeds Your Retention, we have the right to take an appeal at our own cost and expense and shall be liable for costs, disbursements and interest related to the appeal. If we elect to appeal, our liability on such an award or judgment shall not exceed Our Limit of Indemnity as stated in Item 5 of the Information Page plus the cost and expense of such appeal.

C. Claim Audits

We have the right to examine and audit your claims handling and reserving procedures, practices and records while this policy is in force and for three years after the final settlement of all claims. Also you will provide us any claim information which we may request.

PART FIVE – PREMIUM

A. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

B. Deposit Premium

At the beginning of the policy period you must pay us the Deposit Premium shown in Item 7 of the Information Page. At the end of the policy period:

1. you will owe us the amount by which the final premium is greater than the Deposit Premium; or
2. we will owe you the amount by which the Deposit Premium is greater than the final premium.

However, we shall retain not less than the policy Minimum Premium as stated in Item 7 of the Information Page.

C. Final Premium

1. The Deposit Premium shown in Item 7 of the Information Page is an estimate. We will determine the final premium, subject to the Minimum Premium, after this policy ends by using the actual, not the estimated, premium basis which includes payroll and, if applicable, all other remuneration paid or payable during the policy period for the services of:

- a. all your officers and employees engaged in work covered by this policy; and
- b. all other persons engaged in work that could make us liable under Part One - Workers Compensation Insurance of this policy.

We will determine the final payroll and remuneration based upon (i) the manuals and rules of the National Council on Compensation Insurance, Inc. in the states where such manuals and rules apply to workers compensation and in the states where private workers compensation insurance may not be sold, and (ii) the manuals and rules of other licensed rating organizations for workers compensation insurance in the states where such manuals and rules apply to workers compensation.

If you are unable to furnish us with payroll records for these persons, we may use the contract price for their services and materials as the premium basis. Paragraph 1.b) will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

2. If this policy is cancelled, final premium will be determined in the following way:
 - a. 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 shown in Item 7 of the Information Page;
 - b. 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 procedure. Final Premium will not be less than the short rate share of the Minimum Premium shown in Item 7 of the Information Page.

D. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

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. If you fail to cooperate with us in an audit, we may estimate your exposure and utilize that estimate in calculating your final premium.

PART SIX- CONDITIONS

A. Acceptance

By acceptance of this policy, you agree that the statements on the Information Page are your agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements existing between you and us or any of our agents relating to this insurance.

B. Action Against Us

There will be no right of action against us under this insurance unless you have complied with all the terms of this policy.

C. Bankruptcy or Insolvency

Your bankruptcy or insolvency will not relieve us from the payment of any claim covered by this policy; however, in no event shall our obligation to pay be increased or expanded as a result of your bankruptcy or insolvency so as to apply to Your Retention, or otherwise.

D. 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.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than sixty days (60) advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 2 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is change by this statement to comply with that law.

E. In Rem

Any accident otherwise covered by this policy in an action "In Rem" shall, in all respects, be treated in the same manner as though the action resulting therefrom were "In Persona" against you.

F. Inspection

We have the right, but are not obligated 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 give you reports on the conditions we find. 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 your workplaces are safe or healthful or that they comply with law, regulations, codes or standards.

G. Omnibus Reconciliation Act - Government Access Clause

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that the policy is a contractor described in Section 1861 of the Social Security Act, 42 USC Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you, unless prohibited by law.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

H. Other Insurance

If the Insured carries other valid insurance, reinsurance or indemnity with any other insurer covering a loss covered by this policy (other than insurance that is purchased to apply in excess of the sum of Your Retention and the Limit of Indemnity hereunder), we shall not be liable for a greater proportion of such loss than the applicable Limit of Indemnity of all valid and collectible insurance, reinsurance or indemnity against such loss.

If the Insured carries other insurance with us covering a loss within the limit covered by this policy, the insured must elect which policy shall apply and we shall be liable under the policy so elected and shall not be liable under any other policy.

I. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount, shall be apportioned as follows:

1. if there is insurance coverage in excess of Our Limit of Indemnity, that insurer shall first be reimbursed to the extent of its actual payment;
2. we shall then be reimbursed to the extent of our actual payment and then we will pay the balance, if any, to you.

The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between you and us in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on our initiative, the expenses thereof shall be borne by us.

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss.

J. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to give or receive notice of cancellation, accept indemnity, receive return premium or request changes in this policy.

K. Transfer of Your Rights and Duties

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

L. Unintentional Errors and Omissions

Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the policy period.

M. Loss Payments

We shall pay any Loss for which we may be liable under this policy in the following manner:

1. As respects Part One - Workers Compensation Insurance, payment shall first be made by you in accordance with the provisions of the workers compensation law, and we shall reimburse you for such Loss periodically, at intervals of not less than three months, upon receipt from you of proper proofs of payment.
2. As respects Part Two – Employers' Liability Insurance, if damages are paid by you, we shall make payment to you within thirty (30) days after we receive proper proofs of your payment of Loss covered under Part Two- Employers' Liability