

Employer's Primary Indemnity Coverage (EPIC)

E

mployer's

P

rimary

I

ndemnity

C

verage

---

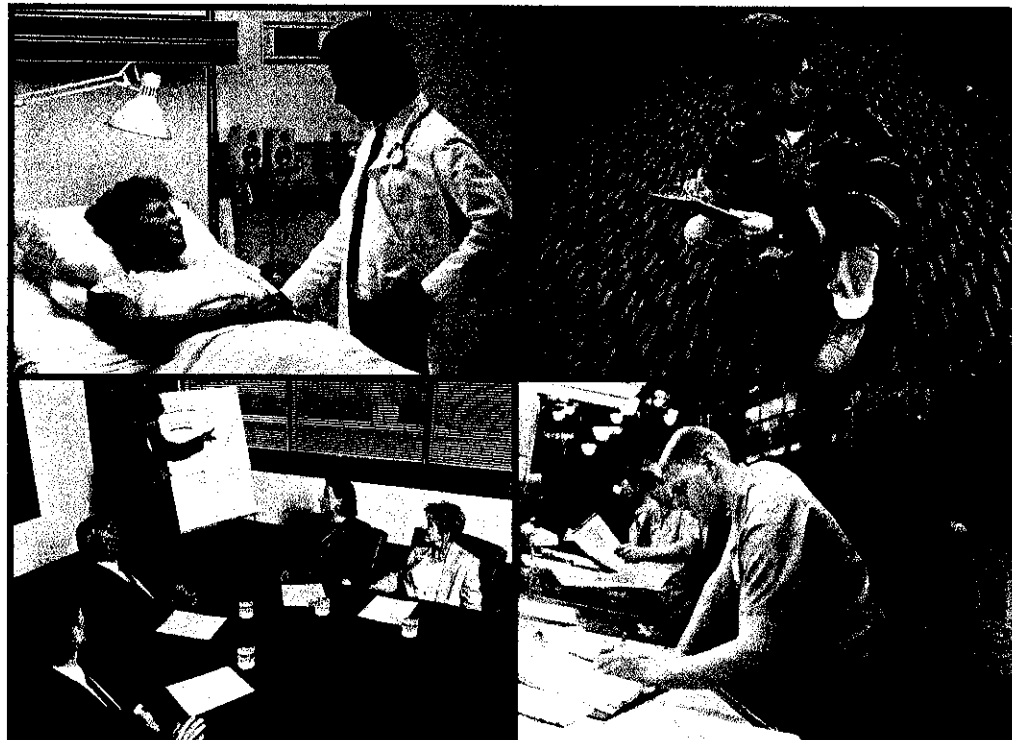
*Protect yourself and your employees*

*with this new alternative to Workers' Compensation,*

*underwritten by Lexington Insurance Company,*

*a member company of American International Group, Inc.*

---



# Features of the EPIC Plan

<u>EMPLOYER'S INDEMNITY</u>	All reasonable amounts paid by insured to obtain release of liability to settle a claim or pay a judgment including pain and suffering and punitive damages.
<u>DUTY TO DEFEND</u>	Defense costs for covered claims are paid by the carrier. These costs do not erode the insured's Policy limits.
<u>COMBINED SINGLE LIMIT</u>	\$100,000 to \$1,000,000 per person per occurrence.
<u>ONE LIFE AND UP</u>	Minimum premiums apply.
<u>PER OCCURRENCE AGGREGATE</u>	Ten times the Combined Single Limit.
<u>ANNUAL POLICY AGGREGATE</u>	NONE
<u>DEDUCTIBLES</u>	\$1,000 to \$25,000 per person per occurrence.
<u>WEEKLY INDEMNITY</u>	75% of wages from \$200 to \$700 maximum / 7 day elimination.
<u>REHABILITATION BENEFIT</u>	Allows the injured employee to return to work while in Rehabilitative Status and continue to receive his/her Weekly Indemnity Benefit, provided total income does not exceed 100% of Weekly Wage.
<u>BENEFIT PERIODS</u>	One, two, or three years.
<u>LOSS OF USE</u>	Included in dismemberment benefit.
<u>FIRST DAY COVERAGE FOR NEW EMPLOYEES</u>	Coverage begins on the first day of employment. Part-time employees are covered.
<u>AUTOMATIC RENEWAL</u>	Renewed by endorsement amending policy coverage period.
<b>OPTIONAL:</b>	
<u>OCCUPATIONAL DISEASE</u>	Covers diseases which arise solely and independently out of the covered person's scope of employment.
<u>CUMULATIVE TRAUMA</u>	Covers injuries which are caused by the combined effect of repetitive physical activities extending over a period of time.
<u>INDEPENDENT CONTRACTOR ENDORSEMENT</u>	Covers sub-contractors working for insured.
<u>WAIVER OF SUBROGATION</u>	Waives carrier's rights to subrogate against third party.
<u>ALTERNATE EMPLOYER ENDORSEMENT</u>	Allows additional insureds to be added to policy.
<u>AIRCRAFT COVERAGE</u>	Covers named insured's pilot, crew, and passengers.

# Description of Coverage

The following constitutes a summary of the coverage provided by the EPIC plan. The coverages provided are fully described in, and subject to, the terms and conditions of the policy.

## EMPLOYER'S INDEMNITY

We will reimburse you the amounts paid in excess of your deductible for Employer's Indemnity damages, subject to the Combined Single Limit, that arise from a claim of workplace negligence made by a covered person or by a covered person's spouse or children as beneficiaries of a deceased covered person. This covers amounts paid by you to obtain a release of liability to settle a claim, to pay a judgment, and to reasonably defend, mediate or arbitrate a workplace negligence action brought by a covered person due to an accident or occurrence.

## WEEKLY INDEMNITY

The amount reimbursed under this Weekly Indemnity Coverage will accumulate to the Combined Single Limit shown in the Declarations, subject to satisfaction of the Elimination Period. Disability must commence within 90 days of the date of the accident or six months from the date of the accident if treatment was received within 30 days and the covered person has remained under continuous treatment of a physician, and shall be 75% of the average weekly salary, with options from \$200 to \$700 per week. The Rehabilitation Benefit allows the injured employee to return to work while in rehabilitative status and continue to receive his/her Weekly Indemnity Benefit provided total income does not exceed 100% of Weekly Wage.

## MEDICAL EXPENSE

The amount reimbursed under this Medical Expense coverage will accumulate to the Combined Single Limit shown in the Declarations. We will reimburse you actual amounts paid for bodily injuries less the deductible. The first charge must occur within 90 days of the accident or occurrence.

## ACCIDENTAL DEATH AND DISMEMBERMENT

If a covered person incurs any one of the losses listed below due solely and independently to an accident or occurrence, we will reimburse you for the amounts paid by you in excess of your deductible up to the lesser of: (a) the Combined Single Limit shown in the Declarations; or (b) 10 times the covered person's base annual salary. The loss must occur within 365 days of the accident or occurrence. In no event will the amount reimbursable for loss of life be less than fifteen percent (15%) of the Combined Single Limit regardless of any other amounts reimbursed. We will reimburse for only one of the losses. If more than one loss occurs due to the same accident or occurrence, we will reimburse the larger amount for any one of the losses.

<u>LOSS OF:</u>	<u>AMOUNT OF COVERAGE:</u> (Stated as a percentage of the Combined Single Limit)
Life .....	100%
Both Hands .....	100%
Both Feet .....	100%
Sight of Both Eyes .....	100%
One Hand and One Foot .....	100%
One Hand and Sight of One Eye .....	100%
One Foot and Sight of One Eye .....	100%
Speech and Hearing in Both Ears .....	100%
Use of Both Arms and Both Legs .....	100%
Use of Both Arms or Both Legs .....	75%
Use of One Arm and One Leg .....	75%
Speech .....	50%
Hearing in Both Ears .....	50%
One Hand .....	50%
One Foot .....	50%
Sight of One Eye .....	50%
Use of One Arm or One Leg .....	50%
One Thumb .....	25%

**THIS INSURANCE CONTRACT IS WITH AN INSURER NOT LICENSED TO TRANSACT INSURANCE IN THIS STATE AND IS ISSUED AND DELIVERED AS A SURPLUS LINES COVERAGE PURSUANT TO THE TEXAS INSURANCE STATUTES. THE TEXAS DEPARTMENT OF INSURANCE DOES NOT AUDIT THE FINANCES OR REVIEW THE SOLVENCY OF THE SURPLUS LINES INSURER PROVIDING THIS COVERAGE, AND THIS INSURER IS NOT A MEMBER OF THE PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION CREATED UNDER THE INSURANCE CODE, ARTICLE 21.28-C. THE INSURANCE CODE, ARTICLE 1.14-2, REQUIRES PAYMENT OF 4.85 PERCENT TAX ON GROSS PREMIUM.**

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**

# A Checklist for All Non-Subscribers

- Have you complied with the Texas Workers' Comp Act by filing your form TWCC5?
- Is your OSHA Log Form 200 up-to-date?
- Have all of your employees signed the statutory Notice of No Workers' Compensation Coverage and have you filed it in their personnel records?
- Can you document that you provide a safe workplace?
- Have you posted all of the Federal and State required notices?
- Have you selected a sound Non-Subscriber accident plan?
- Can you document that your employees have been trained in the safe conduct of their work?
- Do you have anyone representing your needs as a Non-Subscriber?
- Do you have an employee policy and procedures manual as well as a safety manual?
- Do you have a safety program?

## Lexington Insurance Company Ratings\*:

**AAA** (Extremely Strong) - Standard & Poor's  
*for insurer financial strength*

**Aaa** (Exceptional) - Moody's  
*for financial strength*

**A++** (Superior) - A.M. Best Company  
*for financial strength and ability to meet policyholder obligations*

\* with the support of American International Group, Inc.

Marketed by:



**Employer's Comp  
Associates, Inc.**

16801 Addison Road, Suite 325  
Addison, Texas 75001-5123  
(972) 931-2026 (800) 299-5250  
Fax (972) 931-2126  
website: [www.empcomp.com](http://www.empcomp.com)

Presented by:

**Tina Riffle**  
2925 Briarpark, Suite 155  
Houston, TX 77042

Underwritten by:

**Lexington Insurance Company**

**AIG**

A Member Company of  
American International Group, Inc.  
200 State Street  
Boston, MA 02109