

The Ins and Outs of a Comprehensive International Risk Management Program[©]

By

David S. Hershey, CPCU, CRM, CRIS, CPSR, ARM, AMIM, TRIP, MLIS

HOW AN INTERNATIONAL POLICY DIFFERS FROM NATIONWIDE COVERAGE

Program structures for international insurance programs require a sound understanding of domestic insurance forms, terms of art, local customs, healthcare coverage, and employers' liability, to name a few. The coverage and related exposures included here are intended to be guidelines and are not to be construed as absolute direction, as each circumstance is different and may require its own solution.

While no two policies are the same, the reader is expected to review and be an expert—understanding their policies and related endorsements. The information contained here is intended to provide a broad understanding of international insurance coverage and should not be exclusively relied on in lieu of specific applicable coverage, related nuances of individual claim characteristics, and applicable statutes.

The Difference between Limited Worldwide Liability (CGL endorsement) and International Coverage (not Limited)

As companies outgrow or seek new opportunities beyond the United States, it can be cost-effective to designate a person or team to take responsibility for understanding the global circumstances facing the company, its board of directors, employees, and traveling companions. The first and most basic extension of coverage is referred to as Limited Worldwide Liability coverage. Regardless of the insurer, an extension of coverage can be provided in the general liability policy as an endorsement. In either case, as the name states, it should be noted that the coverage is "limited" and is intended to provide applicable general liability coverage for claims originating in a foreign country contingent on the suit being filed in the "coverage territory" as defined in the policy. This is generally the United States, its Territories, and/or possessions.

A coverage gap emerges when a claim occurring in a foreign country is filed in that “local” country, and defense counsel is needed. Such a program may suffice for a US manufacturer with incidental international sales. This also presumes that a foreign claimant will have the economic and logistical ability to file a suit or notice of claim in the US in the hopes of receiving a more favorable jurisdiction and economic relief.

The scope of this article is to identify and address the various exposures facing companies with temporary and/or permanent foreign operations, which may include the obvious manufacturing facility or the less obvious employee working from a home office.

The Banned Country List

Perhaps the most logical starting point is to confirm that the footprint of the operations and the related exposures are not in a banned country. To assist in the determination of eligible countries for trade, the most current list is provided by the US Treasury Department, which maintains the following website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>. However, just because a country is on the list, it should not be presumed your company does not have an exposure. In some cases, US-based companies will form a joint venture domiciled in a foreign country, which, in turn, creates exposure in a country banned by the US Treasury. Facing similar trade restrictions, domestic insurers will likely not be an option. The choice is to insure with a local insurer in the country where the joint venture is domiciled and to procure coverage in the banned country. One should recognize that a lack of experience in broker management and local customs can make procurement difficult while also facing national or international political influences. The most consistent alternative will be to procure the desired coverage through an appropriate Lloyds syndicate.

Use of an International Insurer Who Has Their Own Insurers in Various Local Countries

When structuring an international program, there are a few choices that include the presence of a local broker. A key consideration is whether your primary casualty broker has their own international offices and employees or if they use a reciprocal arrangement with another agency or brokerage. The same arrangements exist among Insurers. Some of the larger international Insurers own local insurance companies, making handling coverage, claims, and certificates a bit smoother.

This is likely not the case in more remote countries where there are only two or three insurance companies that may be owned by the government or that

have significant governmental ties. If purchasing a policy under those circumstances, always require that the local insurance policy be issued in English. If an English language version is not available and the nature of the business is a US Government contract, the State Department will usually provide a translation without cost. Some of those policies may contain a clause prohibiting the payment of a claim. When this is discovered, it should be shared with the global program underwriter, along with a request for the opportunity to modify their applicable attachment points. The goal is to have the global excess program drop down to the role of primary Insurer.

Lastly, when a broker uses a network or reciprocal arrangement, the selection of a local insurer is left largely up to the local broker. Best practices and sound risk management would require that the policy language, service expectations, and responsibilities be clearly spelled out and agreed to in advance.

Accessing Local Legal Networks

It is recommended that the risk manager have a complete understanding of how to access the Insurer's panel counsel. In many cases, especially in countries with lower claim volumes, the panels can change without notice, and with that, their engagement process and fee structure may also change. Ideally, the will pay/front the defense costs incurred within their network process, and the Insured will reimburse them. Such an approach seems logical and relatively effortless, but it can be complicated if the program is structured on a self-insured retention (SIR) basis rather than on a deductible basis. The engagement of local defense counsel under an SIR may be onerous and require a letter of engagement and an advance of fees in the form of a retainer. However, using panel counsel will likely enable the Insured to avoid such requirements.

A careful accounting of all legal expenses is necessary to ensure that excess insurers engage and become involved when expenses exceed the SIR. The production of a claims handling manual, or service instructions, is recommended to standardize both the claims handling and defense management processes. The document should also include a stipulation that the Insured may access local panel counsel for "quick questions" when the Insured is managing claims within their SIR. Examples may include applicable statutes of limitations, proper settlement language, and escrow payments.

Locally Procured/Unauthorized Coverage

When managing a global program, some foreign offices or individuals may resent having their coverage managed by a parent organization. As such, they

may procure their own coverage unbeknownst to the risk manager. Not only does this create redundancy in coverage, triggering “the other insurance clause” of the primary policy, but it is also not cost-effective for the Insured and may subject the Insured to liability for violating local statutes. Additionally, a local employee may desire and purchase a US healthcare medical policy to access treatment based on US medical standards for their family in the event of a catastrophic diagnosis requiring expensive treatment.

Fronting of Insurance Policies

Like domestic arrangements, global programs may also utilize fronting arrangements, whereby the Insured backs 100% of the policy limit. This results in a self-insurance obligation without the costs of claims and policy administration and removes the need for compliance with various local statutory obligations. Such an approach can be both cost-effective and flexible and satisfy applicable contractual requirements.

Difference In Conditions

Difference In Conditions policy language in the global policy is intended to broaden local coverage to satisfy minimum statutory coverage requirements. The local coverage is written to minimize the Insured’s premium and tax obligations associated with the procurement of basic coverage. The global program is designed to provide a broader scope of coverage negotiated on the global program while also enjoying a lower premium and tax base.

Difference Of Conditions

This provision is often overlooked in a global program. The intent is to provide clarity (which may take the form of a liberalization clause) when translating specific coverage language—or what may be considered usual and customary practice in a foreign country—versus usual and customary under the global program.

Difference In Limits

Difference In Limits is a key provision in any international or domestic coverage program intended to have a primary, minimum coverage scope. It is used in an effort to establish continuity of coverage (a claim being paid above the deductible and without a gap through the local primary coverage and transitioning seamlessly into the global program). A Difference In Limits provision is used to more adequately protect the parent/shareholders’ interests, which are presumed to be much greater than the local statutory requirements and not place them at risk.

PROCESS CONCERNS FOR INTERNATIONAL POLICIES

Certificates of Insurance

The benefits of issuing local certificates from a locally procured policy should be recognized. Those benefits include local language, insurer name/brand familiarity, and the recognized currency displayed. You may recall that locally placed policies generally post minimum statutory limits with the expectation that amounts above the compliance requirement will be fulfilled by the global excess program. While the task sounds relatively simple, it should be noted that local policy representation will be in the local currency, while any additional limit required by a contract will be in USD. The result will often generate further questions or, worse, the rejection of the certificate by an inexperienced purchasing agent.

Split Currencies on the Same Certificate/Contract

Sadly, this issue can be somewhat daunting to overcome. Sometimes, the certificate holder wants one certificate showing the required limit expressed in local currency. In practice, the only resolution will be to issue two certificates: one referencing the local policy and local currency and another reflecting that any additional amount needed for compliance comes from the global excess liability policy in USD. Depending on the broker and affected underwriters, an internal agreement may be necessary between the global and local underwriters whereby the local policy will issue the higher limit—an amount above what was previously bound—and guaranteed by the global program. The process is possible when the local insurer is a wholly-owned subsidiary of the global insurer. Additional complications arise if the local and global insurers are not financially related.

“Tacit” Renewals (Auto-renewal)

After working out all the variables in a comprehensive global coverage program, the thought of repeating the process annually might seem daunting. It should be noted that many countries use an approach called “tacit” renewal, meaning the coverage automatically renews (at new rates, which hopefully have been reviewed and accepted), making the formal binder process somewhat superfluous. Be aware—tacit renewals are not the practice in all countries. It might be best to refuse the tacit renewal process within your global account handling instructions in favor of a formal renewal process where rates and changes in terms and conditions are reviewed in an effort to ensure adequate coverage transition between affected policies.

Continuity of Deductibles/Self-Insured Retentions

As in the case of many larger, heavily integrated international programs, locally issued policies will contain a deductible or self-insured retention (SIR).

Attention to detail is needed here. While it seems logical that the overall coverage proposal may reference a deductible or SIR, often, the controlling broker will not know or distinguish exactly where the deductible or SIR is applied. For instance, the Insured's contribution could be applied to:

- the primary/local policy and currency or
- the global program in USD, presuming the claim exceeded the local limit.

Typically, the deductible is intended to be applied against the global program and is billed back to the Named Insured.

There can be a lot of unanticipated ambiguity when local policies are issued on a guaranteed cost basis (no deductible), and the global program is silent on the local policy. This causes local certificates to be issued erroneously—suggesting there is no deductible when there is. In short, “there isn’t a problem unless there is a problem.”

When claims are generated in the above situation, the lack of a clear process throughout the claims payment and reimbursement process will likely result in the unsuspecting underwriter/broker sharing in the deductibles under their E&O liability policy. Such an error is not uncommon. Risk managers should keep track of claim costs (in dual currencies) to be sure excess coverage attaches when obligated to do so. Another point of clarity needed is an agreement as to which currency is used to erode the deductible or satisfy the SIR.

These issues may not be important when deductibles and SIRs are relatively small—perhaps \$50,000 (USD) or less. However, even with small Insured contributions, the actual total cost of contributions can be high if there is claim frequency. Another factor affecting deductibles and SIRs is the “erosion” application. This term refers to whether claim defense costs erode (are applied to) the deductible or SIR or are not applied. Typically, it is preferred that defense costs erode the deductible and be outside (in addition to) the coverage limits.

OTHER CONCERNS FOR INTERNATIONAL POLICIES

Currency Exchange Process

In addition to the USD, a multinational insurance program will involve several different currencies, even though there is some convenience with the use of the Euro. Other common currencies include XCD (Eastern Caribbean dollars), BSD (Bahamian dollars), DKK (Danish kroner), JPY (Japanese yen), GBP (pound sterling), and CHF (Swiss francs). Global excess programs are most commonly designed, procured, and paid for in the United States in USD. Local policies are bound and paid in local currencies, resulting in the need for standardization in expressing budgets, loss picks, reserves, premium invoices, and tax and claim payments. This can be particularly cumbersome when a certificate is issued in an amount greater than the local policy limit expressed in local currency, and the additional amount is expressed in USD. The utilization of multiple currencies when evidencing an obligated limit may require the servicing broker to provide an accompanying letter explaining the reason for the use of multiple currencies.

Tax Allocations

Local governments tax most foreign placements. The most straightforward approach is the application of a tax rate to the local premium. Some countries have started to apply the local tax rate to an allocation of the global excess program, using the rationale that the excess limit is available in the subject country, resulting in the ability to tax a portion of the global premium. The determination of the appropriate portion of the premium remains a mystery. Applicable local taxes are paid by the broker or insurer and are generally not of concern to the Insured unless there is an allocation against the global premium. In such a case, if not disputed, the payment of the tax lies with the Insured, who may use the applicable local broker as a conduit for remittance. However, depending on the country, the broker may not be permitted or wish to assume the perception of tax liability, requiring the Insured to make foreign tax payments directly to the local tax authority.

TYPICAL COVERAGES OF AN INTERNATIONAL POLICY

Coverage Chart/Diagram

A comprehensive international coverage program will have many pieces that stand alone, while some are intended to dovetail with an overall program structure. Between local statutory and tax-compliant policy placements, a multinational program may have 10 to 50+ policies. The use of a coverage

diagram can be a convenient visual organizational tool for keeping track of each policy for the purposes of coverage and loss runs. The level of detail included in the diagram may vary depending on the user. A risk manager may prefer such items such as policy numbers and broker of record contact information, but an executive may only wish to see the structure, such as the one shown here:

Excess Liability - \$100M x Underlying ABC Insurance Co.						
\$20M Umbrella Liability / General Aggregate Limit \$10M Each Occurrence Limit (XYZ Insurance Co.)						
ABC Ins. Foreign General Liability		\$6M \$6M \$2M \$2M \$1M \$2M \$100,000	Controlled Master Program Aggregate General Aggregate Each Occurrence Products/Completed Operations Aggregate Personal and Advertising Injury Aggregate Damage Premises Rented (anyone premises) Medical Expenses Limit (any one person)		Deductible: \$50,000 Each Claim Self-Insured Retention	
Foreign Auto Liability		\$2M	Each Accident			
Employee Benefits Liability (Claims Made Form)		\$1M	Each Claim and Annual aggregate /\$1,000 per claim Deductible			
Employers Liability		\$1M \$1M \$1M	Each Accident – Bodily Injury by Accident Each employee – Bodily Injury by Disease including 'endemic disease' Policy Limit – Bodily Injury by Disease including 'endemic disease'			
ABC Ins. Co General Liability \$2M Limit / \$50,000 SIR Pure Financial Loss and Employer's Liability \$1M Limit PFL Deductible 10%, Min. \$5,000	ABC Ins. Co. General Liability \$2M Limit / \$50,000 SIR Pure Financial Loss and Employer's Liability \$1M Limit PFL Deductible 10%, Min. \$5,000	ABC Ins. Co. General Liability \$2M Limit / \$50,000 SIR Pure Financial Loss and Employer's Liability \$1M Limit PFL Deductible 10%, Min. \$5,000	ABC Ins. Co. General Liability \$2M Limit / \$50,000 SIR Zurich Pure Financial Loss and Employer's Liability (FI) \$1M Limit PFL Deductible 10%, Min. \$5,000	ABC Ins. Co. \$2M General Liability \$1M Employers Liability \$50,000 SIR Auto Liab (Local HDI) Limit: MXN 2,000,000 MXN 3,000,000 TP Death	ABC Ins. Co. \$2M General Liability \$1M Employers Liability \$50,000 SIR Auto Liab (ABC Ins. Co.) Limit: CAD 1,000,000	UK EL (ABC Ins. Co) Limit: GBP25,000,000 *** UK EL (ABC Ins. Co.) Limit: GBP25,000,000
Workers Compensation/ Employer's Liability DEF Ins. Co. Indemnified according to the Belgian Act on Workers Compensation	Auto Liab (Local Zurich) Limit: GBP 50M TP PD Private cars GBP 5M TP PD other vehicles Unlimited for: Death/injury to any person	Auto Liab (Local Kobstaedernes) Limit: DKK 50M TPL (BI) DKK 10M TPL (PD) Workers Compensation/ (Local DEF Ins. Co.) According to Law		Auto Liab (Local GHI Ins. Co.) Limits: MXN 1,238,900 MXN 3,000,000 TP Death		
Belgium	United Kingdom	Denmark	France	Mexico	Canada	Directly Scheduled to Umbrella

Workers Compensation

Most countries do not have the statutory form of workers compensation coverage common in the United States. In the event of an injury arising out of the workplace, medical and indemnity damages are provided by a social system that includes a mix of national healthcare and disability. The approach is similar to Medicare and Social Security Disability. While this is most common in European countries and Canada, there is an increasing governmental awareness of the increased employer responsibility for negligence, which may include the assignment of fines in lieu of transferring full and total responsibility of the claim until closure/settlement.

Employers Liability

In the event a work-related injury is claimed to be the result of employer negligence, third-party over-action claims are rare but not unheard of, as the public notoriety gained from reimbursements/subrogation has become more common. Rather than seeking a direct reimbursement for benefits paid,

increased fines and penalties are levied against the employer. In some countries, such as the United Kingdom (UK), the primary source is employer-purchased Employers Liability coverage—obligating the injured worker to prove employer negligence before benefits are paid. The Compensation Recovery Unit (CRU) of the Department of Social Security (UK) is entitled to recover welfare benefits paid to injured workers from the relevant EL insurers. Traditionally, the CRU did not pursue small claims, but as a result of the Social Security (Recovery of Benefits) Act 1997, it now makes recoveries for all claims, no matter how small.

Autos (Owned, Leased, and Rented by Traveling Employees)

While most countries require proof of financial responsibility, the satisfaction of the requirement can be achieved in many ways using insurance, which tends to be the most convenient and can be managed from afar. In general, the local auto policies procured support minimum limits and coverage scope with the intention of structuring a global excess program containing clear language to incorporate Difference In Conditions, Difference Of Limits, and Difference In Limits provisions in the primary layer of the global excess program. Options include:

- Procurement of a local, statutory-compliant policy with an insurer with a local presence. A word of caution with such an approach: In the event a minimum, statutory-compliant auto liability policy is issued, they typically contain a fixed limit of liability. Depending on the country, the statutory minimum will be different, complicating the desired attachment point from the global program net of currency conversion. The local policy will be valued in local currency, while the global program will most likely be valued in USD. Depending on the issuing carrier, global programs will have a fixed attachment point, leaving a potential gap, resulting in self-insuring the difference. It is suggested that clarifying language be included in the governing layer of the global excess program to automatically drop down to the statutory limit procured by the First Named Insured.
- When a company leases its autos (quite common in Europe), the leasing company frequently includes insurance coverage as part of the lease agreement. Such an approach does not allow for the Lessee to select their coverage, such as limits, collision, comprehensive, etc. The often “all-inclusive” coverage approach, when added to any markup or administrative fees charged by the Lessor, may result in an overpriced product. Many companies choose to self-insure their physical damage. While such an approach may concern the Lessor, a letter of financial responsibility issued by the Lessee can eliminate that concern. Should a

lease be effected with integrated insurance, it is often a commitment for the duration of the lease unless the Lessee is willing to pay cancellation penalties to the Lessor, rendering a mid-lease change no longer cost-effective. Such penalties are separate from any applicable short-rate or pro-rata cancellation costs.

- Global auto rental exposure can be challenging to manage. The typical premium basis is annual rental receipts. Collecting the required data from individual traveling professionals can be an administrative challenge. Large global rental companies offer very competitive or free (yes, free!) insurance coverage for high-volume customers, usually spending \$100,000 (USD) and greater. The coverage program, although basic, covers many of the desired requirements, such as collision, comprehensive, loss of use, glass, and claims management.

The liability coverage afforded through an individual- or corporate-provided insurance program will most likely be less than the renting employer's limits. This creates another need to modify the drop-down provision of the governing policy of the global excess program to avoid unanticipated self-insured retention. Another feature of establishing a single rental provider is the accessibility of annualized rental reports containing the amount spent on rentals, satisfying the premium auditor.

Motorized Equipment (Such as Forklifts)

Local motorized equipment liability requirements will vary from none to requiring an extension on the local general liability or auto liability policy or a monoline policy. It is suggested that the coverage coordinator seek local statutory coverage expertise from their broker of record.

Property

In most cases, the only requirement for property coverage is to satisfy a lease or mortgage provision. The presence of a global excess program will include property coverage with the obligation of an underlying (local) property policy. The structure is relatively simple: by coordinating limits between the primary (local) coverage and the attachment point of the excess global program, genuine asset protection is afforded under the global property program and paid in USD.

Cargo/Stock Throughput

Every international program should include a comprehensive cargo or stock throughput program. Sometimes thought of as interchangeable, they are not. Cargo coverage generally pertains to goods in transit and is titled or

contractually obligated by the Named Insured to provide the coverage from point of acceptance to release of custody. A stock throughput program is broader than a cargo policy and typically includes the Insured's stock and work in progress on the basic pretense the goods are still in transit until title transfers to another party usually being the point of sale. While a stock throughput program is more expensive than cargo coverage, it is typically a less expensive approach than insuring work in progress and general inventory under the contents section of a property policy.

These programs should have a profit-sharing endorsement that rewards the Insured for a favorable loss experience.

A typical profit-sharing provision reads as follows:

“...Effective, with respect to premium entered on the Assurer’s books from June X, 20XX to June X, 20XX and each anniversary thereafter, the annual net premium [net of losses paid] hereunder are subject to a profit-sharing agreement. Fifty percent (50%) of the net premiums on the company’s books for each annual period shall be set aside as a profit-sharing fund. From this fund shall be deducted the net incurred losses for the same year, and fifty percent (50%) of the remainder shall then be returned to the Assured...”

A profit-sharing agreement is typically followed by a limiting provision to lock the Insured into the current renewal and to obtain a return earned under a prior period.

“...In the event of cancellation of the Policy of which this provision is a part, no refund shall be made hereunder...”

One possible approach is to make each anniversary period a new policy period. This eliminates the automatic continuous coverage, and thereby separates the earned profit-sharing return from the subsequent renewal.

UNIQUE COVERAGES OF AN INTERNATIONAL POLICY

Business Travel Accident

Another common coverage option is Business Travel Accident (BTA). While this is an optional coverage, it offers life insurance and dismemberment coverage for employees traveling on work. Most products include a host of miscellaneous enhancements for lost luggage, local legal referrals, passport replacement, etc. A key enhancement available is international healthcare coverage. When added, it provides healthcare coverage (based on US medical

standards) in whatever country the services are needed. The claim can and usually does include an English-speaking nurse case manager, and all funds are paid in local currency. There is a minimal deductible applied to the claim. It is strongly suggested this enhancement be applied to any international program.

Special Crime (Kidnap and Ransom)

Applicable to international and domestic programs is the implied need for special crime coverage, a term used to limit the warranty breach of “common knowledge” contained in the policy. The coverage territory is worldwide and includes such sub-limits as:

- Ransom Monies
- In-Transit Loss of Ransom Moneys
- Crisis Consultant and Advisor Costs
- All Other Expenses
- Judgments, Settlements, Defense Costs
- Personal Accident
- Policy Period Aggregate
- Business Interruption
- Child Abduction
- Threat Assessment

A typical Insuring Agreement reads as follows: “In consideration of the payment of the premium paid and in reliance on the warranties and representations made by the Insured in the application, including all written statements and materials furnished to the Company in conjunction with such application, the Company agrees to reimburse the Insured for loss(es), but not exceeding the limits of liability stated on the Declaration Page, sustained directly because of insured events, which occur during the policy period.”

Special crime policies are often written on a “reimbursement” basis, causing the Insured to front the ransom money. It should also be noted, most policies do not include any language as to the length of time for reimbursement of the claim. Ambiguity in this area may result in a very, very lengthy time before receiving the reimbursement. It is suggested that the policy be endorsed for a

specified period of 30 days. Also, notice of claim is often tied to a designated phone number and verbal password to trigger coverage and connection to the designated subcontractor to assist in the handling of the claim. In an effort to remain poised to initiate coverage, calling the designated phone number and testing the password is prudent.

Supplemental International Employee Assistance Service

Typically bundled as an option to a Business Travel Accident policy is supplemental International Assistance Service that can aid in the emergency evacuation, alternate transportation, and cell phone tracking services in the event of a national conflict, kidnapping, or the need to send an urgent text.

Surety

The purchase, sale, and intercompany transportation of goods will likely create the need for a Customs and/or Performance and Payment Bond. As the name implies, a Customs Bond assures the obligee (government) that the applicable duty or taxes will be paid upon release of the goods. A Performance and Payment Bond is a financial guarantee of compensation to the principal in the event of a contractual default. Foreign bonds will most likely require a foreign bond form and local producer, resulting in the need for a much greater lead-time and incidental administration cost, in addition to the bond premium. The bonds should be issued in English language or, if not acceptable to the principal, an English addendum should be added. A careful review of the accompanying contract is imperative, as local terms of art can vary greatly—jeopardizing the effectiveness of the insurance program and over-obligating the Insured beyond their acceptable risk appetite.

Trade/Credit Coverage

One aspect of an international and domestic risk program is Trade Coverage. Often overlooked and or underappreciated, coverage can be structured to cover the nationalization of an Insured's assets, changes in exchange rates, and international default. Typical program structures should include input from the Insured's Treasury, Credit, Production, Risk, and Sales departments. The coverage is very flexible and can benefit many aspects of the Insured's financial risk. Because the premium is driven by losses, a large single default or an aggregation of several smaller liquidations (separate from disputed invoices) will immediately impact renewal pricing.

CLAIMS PROCESS OF AN INTERNATIONAL POLICY

Claims Tracking

When considering an international insurer, become familiar with the claims handling process. Will the Insurer's claims adjusters be used? Will it be a subcontracted service? If so, with whom? What is the ability to access local (foreign) defense counsel? Will doing so require a separate retainer from the Insured, or is the engagement part of the Insurer panel of providers? Given the vast opportunity for data confusion, it is suggested the Insured keep track of claim costs. Such an effort can be mitigated by requiring all correspondence be in English and that the Insured is copied on ALL correspondence. Remember, the duty to defend is owed to the Insured.

Claims Payment Schemes (Lloyds)

One claims payment practice is referred to as the "Lloyds payment scheme." The concept makes sense, recognizing that the ultimate coverage limits can be comprised by various syndicates (insurance groups); before the desired limit is achieved, in the event of a claim, proceeds from each syndicate contribute to the loss. Unfortunately, there are times that not all syndicates agree on the claim properties and withhold their allocated contribution, resulting in a shortfall of proceeds needed for the claim payment. The payment scheme is essentially an escrow fund intended to serve as a collection point, while all syndicates make their payments. The pool is typically a non-interest-bearing account from the standpoint of the Insured. Unless sufficient clarity is memorialized in advance, the Insured runs the risk of fronting the financial loss, even though (as an example), eight of the ten syndicates make their proportional contributions and the remaining two result in litigation. Upon final adjudication, the pool releases the proceeds to the beneficiary—usually in the form of reimbursement to the Named Insured, since they were likely obligated to indemnify and hold harmless (if a contract obligation) the party suffering the loss. Not intending to disparage the principle of the Lloyds claims scheme, it does have the potential to be a rather costly process when not all syndicates agree.

Claims Valuation and Country of Payment

Claims payments for both first- and third-party obligations can be challenging. The process can range from commonly accepted payment principles to "anything goes." First-party payments (damage to Named Insured's property), written on a stated value form, can designate payment, ranging from a specific out-of-country bank account number to a local contractor (who likely is the only one who exists, takes three times as long to complete the work, and

seeks full payment in advance) to the use of escrow accounts. Perhaps the safer approach is to receive payment in the USA, although such payment may result in taxable income to the First Named Insured.

Third-party bodily injury payments have ranged from a standard litigation and settlement process to parents of a deceased child (fault of the Insured) showing up at the local office of the Insured (on the date of the incident), and settling in cash (\$500 USD for a female or \$1,000 USD for a male). Be sure to adjust to local culture and customs when evaluating and settling claims, no matter how difficult it may be.

HEALTHCARE COVERAGE

Local Healthcare Coverage Applicable to Traveling Employees

One subject that frequently arises around an international coverage program is healthcare—medical expenses resulting from an injury or illness unrelated to the workplace. Generally speaking, local nationals (employees hired and working in the subject foreign country) have national healthcare. Their coverage is limited to their country. When vacationing in another country with a similar benefit structure, the medical expenses are covered on quid pro quo basis. The specific benefits are governed by their national program. When local nationals travel to the US, they should have a vacation rider for US healthcare standards. The coverage enhancement will pay US rates and care standards.

International Healthcare Coverage

For US employees traveling abroad for work and for whom healthcare is needed for non-work related events, the employee will likely be required to make a deposit against their credit card at the hospital before being admitted. Such deposits can range between \$5,000–\$25,000 USD. After medical treatment is rendered, the expenses can be submitted to their local (US based) healthcare provider for reimbursement under the “out of network” provision of their policy.

US Healthcare Coverage Standard

This document has contained references to US medical standards. Most, if not all, other countries consider US medical treatment to be the best in the world. When traveling abroad, there are often different hospitals—local and US. Whenever possible, the effort should be made to seek US medical care.