

Occupational Disease and Cumulative Trauma Endorsement

1. This reinsurance agreement does not apply to and specifically excludes Occupational Disease and Cumulative Trauma losses unless such losses arise as a result of a sudden and accidental event which takes place in its entirety at a specific location, does not exceed any period of 48 continuous hours in duration, and involves injury, disability or death. For the purposes of this paragraph, "sudden" shall mean that the first and last exposure(s) of all individuals to the event that contribute to the loss shall have occurred within a single and continuous 48-hour period.
2. All resulting Occupational Disease or Cumulative Trauma losses shall be considered as one Loss Occurrence and may be combined with losses classified as other than Occupational Disease or Cumulative Trauma which arise out of the same event, and the combination of such losses shall be considered as one Loss Occurrence within the meaning hereof as respects coverage classified as Workers' Compensation Act and Employers' Liability including the United States Longshore and Harbor Workers' Compensation Act, the Jones Act, the Federal Employers' Liability Act, the Maritime Employers' Liability Act and any other similar act.
3. Notwithstanding the provisions of paragraph 2, it is further understood and agreed that for the purposes of this reinsurance agreement a Loss Occurrence arising out of or caused by a Communicable Disease, shall be deemed to be an Occupational Disease. This provision applies irrespective of whether or not the injury, disability or death is compensable as an accident, accidental injury or such like as defined under Workers' Compensation or any similar law by applicable State or Federal statutes or regulations. Furthermore, this provision also applies to any Communicable Disease suffered by an employee for which an insured is liable under coverage classified as Employers' Liability without regard to causation.

Definitions

4. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 4.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 4.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 4.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.
5. Cumulative Trauma as used in this reinsurance agreement shall mean an injury that fulfills all of the following conditions:
 - 5.1. It has occurred from, and has been aggravated by, a repetitive employment related activity;
 - 5.2. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
 - 5.3. It has resulted in injury, disability or death.
6. Occupational Disease as used in this reinsurance agreement shall mean any abnormal condition that fulfills all of the following conditions:
 - 6.1. It has been caused by exposure to a disease-producing agent present in the employee's occupational environment;
 - 6.2. It is not traceable to a definite compensable accident occurring during the employee's present or past employment;
 - 6.3. It has resulted in injury, disability or death.