

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## STOP-GAP EMPLOYERS LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY subsection 2.e., Exclusions - Employers Liability is amended as follows:

This exclusion does not apply to damages you become legally obligated to pay because of "bodily injury" to your "employees" provided:

- A. such "employee" is reported and declared under the Workers Compensation State Fund in the states of Nevada, North Dakota, Ohio, Washington, West Virginia and Wyoming; and
- B. such employment is necessary or incidental to "your work" in that designated state.

The damages we will pay, where recovery is permitted by law, include damages:

- 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; and
- 3. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

Provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you.

For coverage provided by this endorsement, we will defend any "suit" against you seeking such damages. We may investigate and settle at our discretion any such claim or "suit".

We will not defend any such "suit" or pay any such claim after we have used up the applicable Limit of Insurance applicable to this endorsement by payment of judgments or settlements.

## ADDITIONAL EXCLUSIONS:

In addition to the exclusions provided under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions, Insurance provided by this endorsement does not apply to the following additional exclusions:

### FINES OR PENALTIES

any assessment, penalty or fine levied by any regulatory or inspection agency or authority.

### ASSUMED LIABILITY

any liability assumed by the insured under any contract or agreement.

### STATUTORY OBLIGATIONS TO EMPLOYEES

any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation or disability benefits law, or under any similar law.

### UNLAWFUL EMPLOYMENT

"bodily injury" sustained by any "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

### VESSEL EMPLOYEES

"bodily injury" sustained by any "employee" while employed as a master or member of a crew or vessel.

### AIRCRAFT EMPLOYEES

"bodily injury" sustained by any "employee" while employed as a member of the flying crew of any aircraft.

### INTENTIONAL INJURY

"bodily injury" caused by any act committed by or at the direction of an insured with deliberate intent to injure. This exclusion does not apply to "bodily injury" sustained by any "employee" due to an intentional act of a fellow "employee" that is neither expected nor intended by you.

## AGE LAW VIOLATIONS

"bodily injury" sustained by any "employee" employed in violation of any law as to age with the actual knowledge of the insured.

## FAILURE TO COMPLY WITH WORKERS COMPENSATION LAWS

"bodily injury" with respect to which the injury is deprived of any defense or defenses or is otherwise subject to penalty because of failure to comply with the provisions of any Workers Compensation Law.

## FEDERAL STATUTES

"bodily injury" sustained by any "employee" of the insured in the course of any employment to the extent it is compensable under the:

1. United States Longshoremen's and Harbors Workers' Compensation Act, U.S.C.A. (1927) Title 33, Section 901-49;
2. Federal Employers' Liability Act, U.S.C.A. (1906) Title 45, Sections 51-60
3. Federal Mine Safety and Health Act, 30 U.S.C.A. (1927) Sub Chapter 4, Sections 931-936; including all amendments to each of the listed acts.

## LIMITS OF INSURANCE

"Bodily Injury" by Accident - Each Accident \$1,000,000  
"Bodily Injury" by Accident - Each Employee \$1,000,000  
"Bodily Injury" by Disease - Each Employee \$1,000,000  
"Bodily Injury" by Disease - Policy Limit \$1,000,000

Our limits of insurance for coverage provided by this endorsement apply as explained below:

1. "Bodily Injury" by Accident. The limit shown for "Bodily Injury" - by Accident - Each Accident is the most we will pay for all damages covered by this insurance because of "bodily injury" to one or more "employees" in any one accident. The limit shown for "Bodily Injury" by Accident - Each Employee is the most we will pay for all damages because of "bodily injury" by accident to any one "employee".

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-Policy Limit is the most we will pay for all damages covered by this insurance and arising out of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease. The limit shown for "Bodily Injury" by Disease - Each Employee is the most we will pay for all damages because 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.

Coverage provided under this endorsement 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. "Bodily injury" by accident must occur during the policy period.
3. "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 be during the policy period.

The following additional conditions apply to coverage provided under this endorsement:

1. The insured will maintain full workers compensation insurance coverage in the Workers Compensation State Fund in the state designated during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission.
2. This insurance supersedes and replaces any other similar insurance which may be found elsewhere in this policy.
3. The Limits of Insurance provided in this endorsement are separate from any other liability limits provided by this policy. No other liability limits as described in LIMITS OF INSURANCE are applicable to coverage provided by this endorsement.

Premium for this endorsement:

POLICY NO.  
EFFECTIVE DATE:

PSA1128 (01/97)

*Specimen*

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Authorized Representative