

**STOP GAP EMPLOYERS' LIABILITY INSURANCE**

**EXTENSION ENDORSEMENT – MARINE GENERAL LIABILITY**

This endorsement modifies the insurance afforded by the provisions of the policy relating to the following:

**MARINE GENERAL LIABILITY COVERAGE PART**

**ADDITIONAL DECLARATIONS  
SCHEDULE**

	COVERAGE	LIMITS OF INSURANCE	
Stop Gap Employers' Liability Insurance Schedule of States	Bodily Injury by Accident	\$1,000,000	Each Accident
	Bodily Injury by Disease	\$1,000,000	Each Employee
	Aggregate	\$1,000,000	Policy Limit

Classification of Operations on which rate is based	Code #	Underlying GL Premium	Factor/Multiplier	Estimated Annual Premium
		\$		\$
		\$		\$
		\$		\$

Minimum Premium \$

Deposit Premium \$

TRIA Premium \$

Total Estimated Annual Premium \$

**A. How This Insurance Applies**

This employers' liability insurance 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 occur during the policy period.
4. If you are sued, the original "suits" and any related legal actions for damages for "bodily injury" by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

## B. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this Employers Liability Insurance and the injured "employee" is reported and declared under the workers compensation fund of any state listed in the SCHEDULE.

The employment must also be necessary or incidental to your work in a state listed in the SCHEDULE.

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"; and
2. for care and loss of services;

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; and

3. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

## C. Exclusions

This Insurance does not cover:

1. liability assumed under a contract or agreement;
2. any fines, penalties, punitive or exemplary damages;
3. "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";
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. "bodily injury" intentionally caused or aggravated by you;

6. "bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. 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;
8. "bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942) any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. "bodily injury" arising out of operation of an aircraft or the performance of any duty in connection with aircraft while in flight;
10. "bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;
11. "bodily injury" to a master or member of the crew of any vessel;
12. damages awarded under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of that law or regulations issued thereunder, and any amendments to those laws;
13. "bodily injury" arising out of or resulting from the handling, use or existence of asbestos or material containing asbestos, lead or material containing lead, formaldehyde or urea formaldehyde.

#### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, processing or "suit" against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and "suits".

We have no duty to defend a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

#### E. Supplementary Payments

All of the supplementary payments provided under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGE A AND B in the Commercial General Liability Coverage Form also apply to this endorsement.

#### F. Who Is An Insured

You are an insured if you are an employer designated in the Declarations. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's "employees".

#### G. Limit of Insurance

Our liability to pay for damages is limited. Regardless of the number of Insureds, claims made or "suits" brought or persons or organizations making claims or bringing "suits", our limits of Insurance shown in the SCHEDULE and the rules below fix the most we will pay.

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.

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 - Each "employee"" is the most we will pay for all damages because of "bodily injury" by disease to any one "employee".
3. The limit shown for "Aggregate" is the most we will pay for all damages covered by this insurance arising out of "Bodily Injury" by Accident or by Disease, regardless of the number of "employees" who sustain bodily injury.
4. We will not pay any claims for damages after we have paid the applicable limit of insurance under this coverage.
5. The limits of liability for this extension endorsement are a part of the Limits of Liability for Coverage A for each occurrence and for General Aggregate and do not apply in addition to those limits.

#### H. Conditions

All of the conditions provided under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS in the Commercial General Liability Coverage Form also apply to this endorsement except OTHER INSURANCE which is replaced by the following:

Insurance provided under this extension of coverage shall be excess over any other valid and collectible insurance other than insurance written to specifically apply excess of this policy.