

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDATORY ENDORSEMENT - EMPLOYER’S STOP GAP LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM  
 ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

**ADDITIONAL DECLARATIONS SCHEDULE**

APPLICABLE STATE(S)	COVERAGE	LIMITS OF INSURANCE	
	Bodily Injury by Accident	\$	Each Accident
	Bodily Injury by Disease	\$	Each Employee
	Aggregate	\$	Policy Limit

Employer’s Stop Gap Liability Coverage is added to this policy.

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

**A. HOW THIS INSURANCE APPLIES**

This Employer’s Stop Gap 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 by 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 disease must be brought in the United States of America, its territories or possessions, or Canada.

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 “bodily 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.

**B. WE WILL PAY**

We will pay all sums you must legally pay as damages because of “bodily injury” to your “employees”, provided the “bodily injury” is covered by this Employer’s Stop Gap Liability Insurance and the injured “employee” is reported and declared under the workers compensation fund of any state listed in the Schedule above.

The employment must also be necessary or incidental to “your work” in a state listed in the Schedule above.

**C. EXCLUSIONS**

This insurance does not apply to:

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 "Coverage Territory". 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 personal 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 any 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 Employer's 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 the 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, silica, 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 as set forth in the Schedule above.

#### **E. SUPPLEMENTARY PAYMENTS**

All of the Supplementary Payments provided under Section I – Coverages, Coverage A, 3. Supplementary Payments, also apply to this endorsement.

#### **F. WHO IS AN INSURED**

You are an insured if you are an employer designated in the Declarations of this policy. 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 under this endorsement 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 above and the rules below fix the most we will pay.

1. The Bodily Injury by Accident-Each Accident Limit shown in the Schedule above 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. The Bodily Injury by Disease-Each Employee Limit shown in the Schedule above is the most we will pay for all damages because of "bodily injury" by disease to any one "employee".
3. The Aggregate-Policy Limit shown in the Schedule above is the most we will pay for all "damages" covered by this insurance arising out of "bodily injury" by accident or 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 General Aggregate Limit and Each Occurrence/Wrongful Act Limit shown in the Declarations of this policy and do not apply in addition to those limits.

**H. CONDITIONS**

All of the conditions provided under Section **IV** – Conditions also apply to this endorsement except Other Insurance which is deleted in its entirety and replaced by the following:

**Other Insurance**

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.

All other terms and conditions of this policy remain unchanged.

SAMPLE