

Liability Extension - Comm



Attached to and forming part of the Commercial General Liability form shown on the Declarations and the Non-Owned Automobile Policy S.P.F. No. 6 Form L222.

Unless specifically endorsed on the Declarations, the Limit of Insurance stated in the Summary of Coverages below applies to the coverages listed. If the Commercial General Liability Form LR02 is shown in the Declarations, the Limit of Insurance stated in the Summary of Coverages for this Endorsement is in addition to, and not part of the applicable Each Occurrence Limit or the General Aggregate Limit. If the Commercial General Liability Form LR20 is shown in the Declarations, the Limit of Insurance stated in the Summary of Coverages for this Endorsement is in addition to, and not part of the applicable Each Occurrence Limit.

The Limits of Insurance applicable to this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Summary of Coverages

Item	Coverage	Limit of Insurance
	A. For attachment to Commercial General Liability	
Item 1.	Employers' Liability	Included
Item 2.	Voluntary Compensation (Employers' Liability)	Limits as shown on page 3 of this Endorsement
Item 3.	Employee Benefits	\$2,000,000 Aggregate
	B. For attachment to a Non-Owned Policy (S.P.F. No. 6)	
Item 4.	S.E.F. No. 94 – Legal Liability for Damage to Hired Automobiles	\$50,000 any one accident
Item 5.	S.E.F. No. 96 – Contractual Liability Endorsement	Included
Item 6.	S.E.F. No. 99 – Excluding Long Term Leased Vehicle Endorsement	Included

A. FOR ATTACHMENT TO COMMERCIAL GENERAL LIABILITY

Except as otherwise provided in this Endorsement, the following coverage is subject to all limits, terms, conditions, exclusions, deductibles, stipulations, definitions and provisions applicable to the Commercial General Liability form shown in the Declarations.

COVERAGE ITEM 1 – EMPLOYERS' BODILY INJURY LIABILITY

This Coverage applies only if Commercial General Liability Form LR02 is shown in the Declarations.

1. INSURING AGREEMENT

The Insurer will pay those sums that the Insured becomes legally obligated to pay as “compensatory damages” because of “bodily injury” caused by accident sustained by any person and arising out of and in the course of his or her employment by the Insured, in the operations described in the Declarations.

2. LIMIT OF INSURANCE

Regardless of:

- a. Insureds under this policy;
- b. persons or organizations who sustain “bodily injury”; or
- c. claims made or “actions” brought on account of “bodily injury”;

the Insurers' liability is limited as follows:

The Limit of Insurance shown on the Summary of Coverages is the most the Insurer will pay for all “compensatory damages”, including “compensatory damages” for care and loss of services, arising out of “bodily injury” sustained by one person, or more than one person, in any one accident or event.

3. EXCLUSIONS

This insurance does not apply to:

- a. liability assumed by the Insured under any contract or agreement;
- b. “bodily injury” or “property damage” arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any aircraft;
- c. any obligation for which the Insured or the Insurer may be held liable under any worker's compensation law;
- d. “bodily injury” resulting from the acts or omissions of, or “bodily injury” sustained by, any person employed by the Insured in violation of the law as to age;
- e. “bodily injury” arising out of structural alterations which involve changing the size or moving buildings or other structures, new construction or demolition operations.
- f. Asbestos – See COMMON EXCLUSIONS
- g. Fungi or Spores – See COMMON EXCLUSIONS
- h. Nuclear – See COMMON EXCLUSIONS
- i. Pollution – See COMMON EXCLUSIONS
- j. Terrorism – See COMMON EXCLUSIONS

COVERAGE ITEM 2 – VOLUNTARY COMPENSATION (EMPLOYERS' LIABILITY) EXTENSION

This Coverage applies only if Commercial General Liability Form LR02 is shown in the Declarations.

1. INSURING AGREEMENT

Subject to the exclusions of the Employers' Bodily Injury Liability Coverage afforded in Coverage Item I above, the Insurer will pay voluntarily the benefits set out below, either to or on behalf of an "employee" of the Insured on account of "bodily injury" including death resulting therefrom, accidentally suffered by such "employee" and arising out of and in the course of his or her employment by the Insured, whether or not such "bodily injury" could give rise to liability imposed by law upon the Insured;

Provided however:

- a. That if the injured "employee" or any person acting on their behalf, refuses to accept the voluntary compensation benefits offered under the provisions of the preceding paragraph, then the Insurer will be permitted, at any time in its discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances the Insurer will no longer be bound by the undertakings expressed in the preceding paragraph. If any claim or demand is made, or any "action" instituted against the Insured for damages for such injuries, such claim, demand or "action" will be considered a refusal to accept such voluntary compensation benefits and such refusal will abrogate in its entirety the Insurer's agreement to pay such voluntary compensation benefits. In such event the obligation of the Insurer as expressed in other parts of the policy having reference thereto will be available to the Insured and will be and remain the obligation of the Insurer as fully and completely as if this Endorsement had not been written;
- b. That the benefits herein contained shall not be payable unless at the time of the accident the "employee" was engaged in duties coming within the scope of the description of operations stated in the Declarations;
- c. That a full release of all claims of such "employee" or any person acting on their behalf, against the Insured is executed and delivered and that the Insurer shall be subrogated in any rights of such "employee" or person (excluding all services available under any Hospital Insurance Act) against anyone other than the Insured and/or that such rights be transferred to the Insurer;
- d. That the Insurer shall in no event be liable hereunder for any claims arising from hernia, however caused.

2. SCHEDULE OF BENEFITS

Section I – Loss of Life

In the event of death resulting from "bodily injury" within a period of twenty-six (26) weeks after the date of the accident the Insurer will pay:

- a. to dependants of the "employee" who were wholly dependent upon him, an amount equal to one hundred (100) times the "weekly indemnity" in addition to the benefits provided under Section II up to the date of death;
- b. the actual funeral expenses not exceeding, however, the sum of five hundred (\$500) dollars.

Section II – Temporary Total Disability

If such "bodily injury" shall within fourteen (14) days from the date of the accident totally and continuously disable the "employee" and prevent the "employee" from performing any and every duty pertaining to any occupation or employment, the Insurer will pay "weekly indemnity" for the period of such disability or for twenty-six (26) weeks whichever is the lesser period; provided however, that if the period of such disability is less than six (6) weeks, no benefit under this Section II shall be payable for the first seven (7) days of such disability.

Section III – Permanent Total Disability

If within twenty-six (26) weeks from the date of the accident and as a direct result of such "bodily injury", the "employee" shall be deemed permanently and totally disabled, by medical evidence satisfactory to the Insurer, the Insurer will pay, in addition to the benefits provided under Section II, "weekly indemnity" for a further period of one hundred (100) weeks.

Section IV – Dismemberment Benefits

If such “bodily injury” shall within twenty-six (26) weeks from the date of the accident result in any one or more of the incapacities listed below in the SCHEDULE OF INCAPACITIES, the Insurer will pay “weekly indemnity” for the number of weeks shown opposite the incapacity in the said schedule in addition to the benefits payable under Section II, but in no event shall it be payable in addition to the benefits provided by Sections I and III.

The total amount payable under this Section IV for one or more incapacities shall not exceed one hundred (100) times the “weekly indemnity”.

SCHEDULE OF INCAPACITIES:

Incapacity	No. of weeks	Incapacity	No. of weeks
<i>Loss or total irrecoverable loss of use of:</i>		<i>Loss or total irrecoverable loss of use of:</i>	
Arm:		Leg:	
(a) at or above elbow; or	100	(a) at or above knee; or	100
(b) below elbow	80	(b) below knee	75
Hand at wrist	80	Foot at ankle	75
* Thumb:		+ Great toe:	
(a) at or above the second phalangeal joint; or	25	(a) at or above the second phalangeal joint; or	15
(b) below the second phalangeal joint involving a portion of the second phalange	18	(b) below the second phalangeal joint involving a portion of the second phalange	8
* Index Finger:		+ Any other toe:	
(a) at or above the second phalangeal joint; or	25	(a) at or above the second phalangeal joint; or	10
(b) at or above the third phalangeal joint; or	18	(b) at or above the third phalangeal joint; or	5
(c) below the third phalangeal joint, involving a portion of the third phalange	12	(c) below the third phalangeal joint, involving a portion of the third phalange	3
* Any other finger:		Sight of one eye	50
(a) at or above the second phalangeal joint; or	15	Sight of two eyes	100
(b) at or above the third phalangeal joint; or	8	Hearing of one ear	25
(c) below the third phalangeal joint, involving a portion of the third phalange	5	Hearing of both ears	100

* For a combination of two or more of the incapacities marked with an *, the total amount payable shall not exceed eighty (80) times the “weekly indemnity”.

+ For a combination of two or more of the incapacities marked with a +, the total amount payable shall not exceed thirty-five (35) times the “weekly indemnity”.

Section V – Medical, Surgical, Dental, Pharmaceutical and Hospital Expenses

If such “bodily injury” necessitates medical or surgical treatment or confinement to hospital, the Insurer will pay in addition to all other benefits provided by this Endorsement:

- a. the cost of necessary medical, surgical, dental, pharmaceutical and hospital services (except those portions of such expenses payable or recoverable under any medical, surgical or hospitalization plan or law or under any other Insurance Policy or Certificate issued to or for the benefit of any person for whom indemnity is provided), in accordance with the scale of charges provided by the Workmen’s Compensation Act of the Province in which the accident occurred during a period not exceeding twenty-six (26) weeks from the date of the accident; and in addition,
- b. the cost of supplying or the reasonable renewing of prosthetic or orthopedic appliances as may be necessary for a period not exceeding fifty-two (52) weeks from the date of the accident.

3. SPECIAL CONDITION

The Insurer will have the right to examine the person of the injured "employee" when and as often as may be required while the claim is pending and also, in the case of death of the injured "employee", to make an autopsy subject to any law of the Province relating to autopsies. Nothing herein contained shall be held to vary, waive or extend any of the Declarations, Conditions and Agreements or Limitations of the policy to which this Endorsement is attached, other than as above stated.

4. DEFINITION

Whenever used in the Coverage:

"Weekly indemnity" means two-thirds of the "employee's" weekly wage at the date of the accident, but not exceeding in any event the sum of \$250 per week.

COVERAGE ITEM 3 – EMPLOYEE BENEFITS LIABILITY

1. INSURING AGREEMENT

- a. The Insurer will pay those sums that the Insured becomes legally obligated to pay as "compensatory damages" because of any negligent act, error or omission in the "administration" of the "Named Insured's employee benefit programme". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. The Insurer will have the right and duty to defend any "action" seeking those "compensatory damages" but:
- (1) The amount the Insurer will pay for "compensatory damages" is limited as described in COVERAGE ITEM 3 - LIMITS OF INSURANCE;
 - (2) The Insurer may investigate and settle any claim or "action" at its discretion; and
 - (3) The Insurer's right and duty to defend end when it has used up the applicable Limit of Insurance shown in the Summary of Coverages for this Endorsement.
- b. This Coverage applies to negligent acts, errors or omissions in "administration" only if:
- (1) Committed in the "coverage territory";
 - (2) Committed by an Insured or by a person or organization authorized to perform the "administration" of the "Named Insured's Employee benefit programme"; and
 - (3) Claim is made or "action" is brought against the Insured for the first time during the policy period shown in the Declarations.

2. LIMITS OF INSURANCE

Regardless of the number of:

- a. Insureds; or
- b. Negligent acts, errors or omissions in the "administration" of the "Named Insured's employee benefit programme" for which coverage is afforded under this Endorsement; or
- c. Persons or organizations making claims or bringing "actions"; or
- d. Claims made or "actions" brought;

the Aggregate Limit of Insurance stated in the Summary of Coverages for this Endorsment is the most the Insurer will pay during any one policy period.

3. EXCLUSIONS

This Endorsement does not apply to claims or "actions" for:

- a. Dishonest, fraudulent, criminal or malicious acts;

- b. "Bodily injury" or "personal injury";
- c. Failure by any insurer to perform a contract or agreement;
- d. Non-compliance with any law or regulation concerning workers' compensation, unemployment insurance, social insurance, federal or provincial pension plans, disability benefits and similar government-administered or government-mandated benefits;
- e. Any negligent act, error or omission arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data".
- f. **Asbestos** – See **COMMON EXCLUSIONS**
- g. **Terrorism** – See **COMMON EXCLUSIONS**

4. ADDITIONAL DEFINITIONS

Wherever used in this Endorsement:

- a. "**Administration**" means, with respect to an employee benefit programme:
 - (1) giving advice to employees;
 - (2) interpreting the eligibility requirements, conditions, limitations and exclusions;
 - (3) record keeping; and
 - (4) enrolling, suspending or cancelling participation.
- b. "**Named Insured's employee benefit programme**" means:
 - (1) group life insurance and group health insurance;
 - (2) pension plans;
 - (3) profit sharing plans and employee stock subscription plans,
 - (4) workers' compensation; and
 - (5) unemployment insurance, social security insurance and disability benefits insurance;

arranged for the benefit of its employees by or on behalf of the "Named Insured".

B. FOR ATTACHMENT TO NON-OWNED AUTOMOBILE POLICY (S.P.F. No. 6) FORM L222

Except as otherwise provided in this Endorsement, the following coverage is subject to all limits, terms, conditions, exclusions, deductibles, stipulations, definitions and provisions applicable to the Non-Owned Automobile Policy S.P.F. No. 6 Form L222 shown in the Declarations.

COVERAGE ITEM 4 – LEGAL LIABILITY FOR DAMAGE TO HIRED AUTOMOBILES (S.E.F. 94)

1. INSURING AGREEMENT

The Insurer agrees to indemnify the Insured against the liability imposed by law upon the Insured or assumed by him under any contract or agreement for loss or damage arising from the care, custody or control of "Hired Automobiles" as defined in such policy and resulting from loss or damage thereto, caused solely by:

- 1. **All Perils** – from All Perils

2. DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage, except loss or damage caused by fire or lightning or theft of the entire automobile, shall give rise to a separate claim in respect to which the Insurer's liability shall be limited to the amount of loss or damage in excess of \$500.00.

3. TWO OR MORE AUTOMOBILES

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be separate automobiles with respect to the liability, including the deductible provision, if any, under this Insurance Agreement.

The Insurer shall not be liable:

- a. for loss or damage to any automobile while personally driven by the Insured if the Insured is an individual; or
- b. under any subsection hereof for loss or damage:
 - (1) to tires or consisting of or caused by mechanism fracture or breakdown of any part of an automobile or by rusting, corrosion, wear and tear, freezing or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by each subsection; or
 - (2) to any automobile while being used without the consent of the owner thereof; or
 - (3) caused directly or indirectly by contamination by radioactive material; or
 - (4) to contents of trailers or to rugs or robes; or
 - (5) to tapes and equipment for use with a tape recorder when detached therefrom; or
 - (6) caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by the operation of armed forces while engaged in hostilities whether war be declared or not; or
 - (7) for any amount in excess of the limit stated in the applicable subsection hereof and expenditures provided for in the Additional Agreements of the policy to which this endorsement is attached; or
- c. under subsections 3 (Comprehensive), 4 (Specified Perils) for a collision loss or damage occurring after theft by an person or persons residing in the same dwelling premises as the Insured, or by any employee of the Insured engaged in the operation, maintenance or repair of the automobile whether the theft occurs during the hours of such service or employment or not unless the policy provides insurance under subsections 1 or 2.

4. ADDITIONAL AGREEMENT

The Insurer further agrees to pay general average, salvage and fire department charges and custom duties of Canada or of the United States of America for which the Insured is legally liable.

COVERAGE ITEM 5 – CONTRACTUAL LIABILITY ENDORSEMENT (S.E.F. No. 96)

In consideration of the premium herein stated, it is understood and agreed that exclusion (c) of the Insuring Agreement of the policy to which this endorsement is attached is amended to read as follows:

- (c) For any liability assumed by any person insured by this policy voluntarily under any contract or agreement other than those stated below:

Date(s) of Contract(s)

Name(s) of other contracting party or parties

As reported to the Insurer

As reported to the Insurer

COVERAGE ITEM 6 – S.E.F. No. 99 EXCLUDING LONG TERM LEASED VEHICLE ENDORSEMENT

In consideration of the premium for which this policy is issued, it is understood and agreed that Item 3 (Hired Automobiles Defined) of the General Provisions and Definitions of the policy to which this endorsement is attached is hereby amended to read as follows:

The term "Hired Automobiles" as used in this policy means

- a.** automobiles hired or leased from others with drivers, or
- b.** hired or leased by the Named Insured from others without driver for periods not exceeding 30 days, used under the control of the Insured in the business stated in Item 3 of the application but shall not include any automobile owned in whole or in part by or licensed in the name of the Insured or any partner, officer or employee of the Insured.

Except as otherwise provided under this-Endorsement all terms and conditions of this policy shall remain unchanged.