

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE
FOR RESIDENCE EMPLOYEES ENDORSEMENT**

This endorsement adds Workers Compensation and Employers Liability Coverage to the policy.

Certain words and phrases used in this endorsement are defined as follows:

“Bodily injury,” “business,” “residence employee,” “residence premises,” “you,” and “we” have the meanings stated in the policy.

“Workers compensation law” means the workers or workmen’s compensation and occupational disease law of the state or territory where the residence premises is located and of any other state shown in Item 2 of the Schedule. Workers compensation law does not include the provisions of any law that provide nonoccupational benefits.

WORKERS COMPENSATION COVERAGE**A. How This Coverage Applies**

This Coverage applies to bodily injury by accident or bodily injury by disease sustained by your residence employees.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your residence employee’s employment by you. The residence employee’s last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

D. Exclusion

This Coverage does not apply to bodily injury arising out of any of your business pursuits.

E. Law Provision

Terms of this Coverage that conflict with the workers compensation law are changed by this statement to conform to that law.

EMPLOYERS LIABILITY COVERAGE**A. How This Coverage Applies**

This Coverage applies to bodily injury by accident or bodily injury by disease sustained by your residence employees.

1. The bodily injury must arise out of and in the course of the residence employee's employment by you.
2. The employment must be necessary or incidental to work in the state of the residence premises or a state listed in the Schedule.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your residence employee's employment by you. The residence employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

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 to recover damages obtained from the third party;
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; and
4. 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 Coverage does not apply to:

1. Bodily injury arising out of any of your business pursuits.
2. Bodily injury intentionally caused or aggravated by you.
3. Any obligation imposed by a workers compensation or occupational disease law or any similar law.

D. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

E. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below, regardless of the number of insureds, claims or suits, or persons who sustain bodily injury.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for damages because of bodily injury to one or more residence employees arising out of any one accident. That limit includes damages for death, care, and loss of services.

- 2. Bodily Injury by Disease. The limit shown for “bodily injury by disease—coverage limit” is the most we will pay for damages because of all bodily injury by disease to one or more residence employees. 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. The limits include damages for death, care, and loss of services.
- 3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

POLICY PROVISIONS

Workers Compensation Coverage and Employers Liability Coverage are subject to the provisions of the policy relating to the defense of suits; payment of claim expenses; duties after loss; waiver or changes of policy provisions; cancellation and nonrenewal; subrogation or recovery from others; assignment or death of the insured; premium; and bankruptcy.

Schedule

1. Residence Employees	Number	Rates	Premium
Domestic Workers—Residences—Full-Time			
Domestic Workers—Residences—Part-Time			
2. State:	Workers Compensation Law		
3. Limits of Liability for Employers Liability Coverage			
Bodily Injury by Accident	\$ _____	each accident	
Bodily Injury by Disease	\$ _____	coverage limit	
	\$ _____	each employee	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured	Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by _____	