



Form FL-13 (4-85) **WORKERS' COMPENSATION-CERTAIN RESIDENCE EMPLOYEES** is added to *your* policy effective March 1, 1985.

Premium for this endorsement is **WAIVED**.

WORKERS' COMPENSATION-CERTAIN RESIDENCE EMPLOYEES

Workers' Compensation—Certain **Residence Employees** is added to this policy.

WHAT WE AGREE TO DO

We agree, with respect to covered **residence employees**:

Under Coverage I (workers' Compensation)

- a. To pay when due all benefits required of an **insured** by the New York Workers' Compensation Law; and

Under Coverage II (Employers' Liability)

- b. To pay on behalf of an **insured** all damages for which the **insured** is legally liable because of **bodily injury** sustained by a covered **residence employee**. The **bodily injury** must be caused by accident or disease and arise out of and in the course of employment by the **insured** while:
 1. in the United States of America, its territories or possessions, or Canada; or
 2. temporarily elsewhere if the covered **residence employee** is a citizen or resident of the United States or Canada.Coverage II does not apply to any suit brought in or judgment rendered by any court outside the United States of America, its territories and possessions, or Canada, or to any action on such judgment.

WHO IS COVERED

A covered **residence employee** under this endorsement is a **residence employee** who is both:

- a. engaged in regular employment of less than 40 hours per week or is engaged in casual employment; and
- b. defined under the New York workers' compensation law as an employee for whom workers' compensation benefits must be provided.

APPLICATION OF COVERAGE

- a. This insurance applies only to **bodily injury** which occurs during the policy period. If the **bodily injury** is a disease, it must be caused or aggravated by the conditions of the covered **residence employee's** employment by the **insured**.
- b. The covered **residence employee's** last day of last exposure to the conditions causing or aggravating such **bodily injury** must occur during the policy period.
- c. Additional Provisions Applicable to Coverage I (Workers' Compensation).

The following provisions are applicable to Coverage I:

1. As between the covered **residence employee** and **us** notice to or knowledge of the **occurrence** of the injury on the part on an **insured** will be deemed notice or knowledge on **our** part.
2. The jurisdiction of an **insured** will, for the purpose of the law imposing liability for compensation, be **our** jurisdiction.

LIMITS OF LIABILITY-COVERAGE II (EMPLOYERS' LIABILITY)

We may not limit **our** limit of liability to pay damages for which *we* become legally liable to pay because of **bodily injury** to an **insured's** covered **residence employees** if the **bodily injury** arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

PROVISIONS OF FL-20 THAT APPLY

Under POLICY CONDITIONS the following provision applies:

2. Cancellation (also see form URB-84).

PROVISIONS OF FL-CPL OR FL-FCPL THAT APPLY

- a. Under DEFINITIONS, the following definitions apply to WORKERS' COMPENSATION—CERTAIN **RESIDENCE EMPLOYEES**:
 2. **Bodily Injury**.
 3. **Business**.
 5. **Insured**.Note: The definition of **Residence Employee** is listed under WHO IS COVERED in this endorsement.
- b. under WHAT **YOU** MUST DO IN CASE OF LOSS the provisions for liability coverage apply.
- c. Under POLICY CONDITIONS the following provisions apply:
 1. Assignment.
 2. Change, Modification or Waiver of Policy Terms.
 7. Subrogation.
 8. Suit Against **Us**.
 9. Bankruptcy of an **Insured**.
- d. Under PRINCIPAL LIABILITY AND MEDICAL PAYMENTS COVERAGES
Coverage L—Personal Liability—**Our** agreement to defend the **insured** as provided under Coverage L—Personal Liability.
- e. Under INCIDENTAL LIABILITY AND MEDICAL PAYMENTS COVERAGES
 3. Claims and Defense Expense Coverage.
 - b. expenses incurred by **us**.

OTHER PROVISIONS THAT APPLY

- a. Other Insurance.

If a loss covered by this insurance is also covered by other insurance, **we** will not pay more than **our** share of benefits and costs. The shares of all applicable insurance will be equal until the loss is paid.
- b. Conformity to Statute.

Terms of this insurance which are in conflict with the New York Workers' Compensation Law are amended by this statement to conform to that law.

EXCLUSIONS THAT APPLY TO WORKERS' COMPENSATION-CERTAIN **RESIDENCE EMPLOYEES**

This policy does not apply:

- a. to liability for **bodily injury** arising out of **business** pursuits of an **insured**.
- b. Under Coverage II:
 1. to liability assumed by the **insured** under any contract or agreement.
 2. to any obligation under a workers' compensation, employment or disability benefits law or any similar law.
 3. to punitive or exemplary damage because of **bodily injury** to a covered **residence employee** employed in violation of law.
 4. to **bodily injury** to a covered **residence employee** employed in violation of law with the knowledge of an **insured**.
 5. to **bodily injury** intentionally caused or aggravated by an **insured**.
 6. to damages arising out of the unlawful discharge or coercion of, or unlawful discrimination against, a covered **residence employee**.