

COMMERCIAL GENERAL LIABILITY COVERAGE

VOLUNTARY COMPENSATION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. INSURING AGREEMENT

If Employer's Liability Coverage is provided under the Commercial General Liability Max Form, we will pay, voluntarily, the benefits set out below either to or on behalf of an **employee** of the Insured on account of **bodily injury**, accidentally suffered by such **employee** and arising out of and in the course of his employment by the Insured, whether or not such **bodily injury** could give rise to liability imposed by law upon the Insured;

Provided that:

- 1.1. The injured **employee** or any person acting on their behalf, refuses to accept the voluntary compensation benefits offered under the provisions of the preceding sub-paragraph, then we will be permitted, at any time in our discretion and without notice, to withdraw such offer to pay the said benefits, under which circumstances we 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** shall be considered a refusal to accept such voluntary compensation benefits and such refusal will abrogate in its entirety our agreement to pay such voluntary compensation benefits. In such event our obligation as expressed in the other parts of the Policy having reference thereto will be available to the Insured and will be and remain our obligation as fully and completely as if this Form had not been written;
- 1.2. The benefits provided under this Endorsement will 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 Declaration Page(s);
- 1.3. 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 we will be subrogated in any rights of such **employee** or person (excluding all services available under any *Hospital Insurance Act* or any other similar law) against anyone other than the Insured and/or that such rights be transferred to us;
- 1.4. We shall in no event be liable under this Endorsement for any claims arising from hernia, however caused.

2. SCHEDULE OF BENEFITS

2.1. Section I - Loss of Life:

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

- 2.1.1. To dependants of the **employee** who were wholly dependent upon such **employee**, 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;
- 2.1.2. The actual funeral expenses not exceeding, however, the sum of \$500.

2.2. 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, we 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.

2.3. 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 us, we will pay, in addition to the benefits provided under Section II, **weekly indemnity** for a further period of one hundred (100) weeks.

2.4. 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, we 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**.

2.5. Section V - Medical, Surgical, Dental, Pharmaceutical And Hospital Expenses

If such **bodily injury** necessitates medical or surgical treatment or confinement to hospital, we will pay in addition to all other benefits provided by this Form:

2.5.1. 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 *Worker'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; and

2.5.2. 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

We 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. This Special Condition will not be held to vary, waive or extend any of the terms, conditions, exclusions, stipulations and provisions applicable to the Policy, other than as stated above.

4. DEFINITION

For the purpose of this Endorsement:

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 \$100 per week.

All other terms and conditions of the Policy remain unchanged.