THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN VOLUNTEER COVERAGE - EXCESS VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

The following coverage is added to the policy:

WISCONSIN VOLUNTEER COVERAGE

A. How This Insurance Applies

This insurance applies, with respect to this endorsement, to “bodily injury by accident” or “bodily injury by disease” provided that the:

1. “Bodily injury” must be sustained by a person included in the group of volunteers described in the Schedule;

2. “Bodily injury” must arise out of and in the course of volunteer activities necessary or incidental to your operations in a “state” listed Schedule below;

3. “Bodily injury” must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places; and

4. “Bodily injury by accident” must occur during the “policy period”.

5. “Bodily injury by disease” must be caused or aggravated by the conditions of your operations. The volunteer’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 Reimburse

We will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit stated in Item 5 of the Declarations Page that would be required of you if you and your volunteer(s)
described in the Schedule above were subject to the “Workers Compensation Law” shown in the Schedule. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

C. Exclusions – Payments You Must Make

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments.

1. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
2. “Bodily injury” intentionally caused or aggravated by you; or
3. Liability for any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, or military or usurped power. No endorsement now or subsequently attached to this policy will be construed as overriding or waiving this limitation unless specifically referenced.

D. Our Reimbursement

Before we will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit, the claimants must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us the claimant’s right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right of recovery from others.

If the claimants make a recovery from others, the claimant must reimburse us for any benefits we have reimbursed you.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Employers Liability Insurance

PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE applies to “bodily injury” covered by this endorsement as though the “state(s)” shown in the Schedule were listed in the Item 3 of the Declarations Page subject to Your Retained Limit indicated in Item 5 of the Declarations Page.

Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declarations Page.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 
Policy Number: 
Named Insured: 
This endorsement is effective on the inception date of this Policy unless otherwise stated herein: 
Endorsement Effective Date: