

## ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement, effective 12:01 A.M.,  
Forms a part of Policy No.:

### **ABSOLUTE EMPLOYEE AND WORKER INJURY AND LIABILITY EXCLUSION FOR OPERATIONS IN THE STATE OF NEW YORK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **EXCESS LIABILITY POLICY FORM**

This endorsement applies only to ongoing operations performed at any location, in the state of New York, regardless of whether such operations are performed by you, on your behalf or whether the operations are performed for you or for others.

**A. The following is added to Section IV. Exclusions:**

This insurance shall not apply to:

**1. Ultimate Net Loss to:**

- a.** An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
- b.** Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- c.** Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "Ultimate Net Loss arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

**2. Any obligation of any insured to defend, indemnify or contribute with another because of Ultimate Net Loss to:**

- a.** An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
- b.** Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
- c.** An employee of any contractor, subcontractor or sub-subcontractor; or

**3. Ultimate Net Loss to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor, or that contractor, subcontractor or sub-subcontractor, or that "employee," "leased worker,"**

“temporary worker” or “volunteer worker” of any insured as a consequence of items 1. or 2. above.

This applies to all claims and “suits” by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B.** For the purposes of this endorsement the following definitions apply:

1. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”
2. “Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker.”
3. “Temporary worker” means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.
4. “Volunteer worker” means a person who is not your “employee,” and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

All other terms and conditions of the policy remain the same.

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Authorized Representative