EMPLOYERS LIABILITY INSURANCE COVERAGE ENDORSMENT
(Stop Gap)

This endorsement modifies insurance provided by your Self Storage Policy as follows:

SECTION II – BUSINESS LIABILITY COVERAGE D – EXCLUSIONS, exclusion 5. is deleted.

EMPLOYERS LIABILITY INSURANCE COVERAGE is added to the policy subject to the following terms, limitations, and conditions:

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<tr>
<th>COVERAGE</th>
<th>LIMITS OF INSURANCE</th>
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<tr>
<td>SECTION II – Business Liability - Employer’s Liability (Stop Gap)</td>
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<tr>
<td>Bodily Injury by Accident – Each Employee</td>
<td>$500,000</td>
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<tr>
<td>- Each Accident</td>
<td>$500,000</td>
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<tr>
<td>Bodily Injury by Disease – Each Employee</td>
<td>$500,000</td>
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<tr>
<td>- Aggregate All Employees</td>
<td>$500,000</td>
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Coverage – Employers’ Liability (Stop Gap)

_We_ will pay all sums that the _insured_ becomes legally obligated to pay as damage because of _bodily injury_ or _occupational disease_ to any employee of the _insured_ who sustains an injury which arises out of and in the course of employment, provided such employee is reported and declared under the workmen’s compensation fund of any state where an _insured premises_ is located because of _bodily injury_ or _occupational disease_ which arise out of and in the course of employment.

_We_ shall have the right and duty to defend any suit against the _insured_ seeking damages on account of such _bodily injury_ or _occupational disease_, even if the allegations of the suit are groundless, false or fraudulent. _We_ may make such investigation and settlement of any claim or suit as _we_ deem expedient.

_We_ shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of our liability has been exhausted by payment or judgments or settlements.

The occupational disease must be caused or aggravated by conditions occurring during the course of employment. _Bodily injury by occupational disease_ must be caused or aggravated by exposure of which the last day of the last exposure, in the _insured’s_ employment, results form conditions causing the disease occurring during the policy period.

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_ by that third party to recover the damages claimed against such third party as a result of injury to _your_ employee; and

2. For care and loss of services; and

3. Consequential _bodily injury by accident_ or _bodily injury by occupational disease_ to a spouse, child, parent, brother or sister of the injured employee.

Coverage will only be provided when these damages:

1. are the direct consequence of _bodily injury by accident_ or _bodily injury by occupational disease_ that arise out of and in the course of the injured employee’s employment by _you_; and

2. result from _bodily injury by accident_ or _bodily injury by occupational disease_ to your employee that arise out of and in the course of employment, claimed against _you_ in a capacity other than as employer.
Exclusions

This insurance does not apply to:

1. Premium, assessments, fines, or penalties imposed by a worker’s compensation law or additional compensation imposed on you for failure to comply with the requirements of any federal or state worker’s compensation, occupational disease or industrial safety law, including by way of example, but not limited to, OSHA penalties or additional worker’s compensation award due to an alleged violation of a specific safety rule of any state industrial commission.

2. Bodily injury or occupational disease sustained or caused by any employee employed in violation of any law with the knowledge or acquiescence of any insured;

3. Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to bodily injury or occupational disease of any person in work subject to or covered by or under:
   a. the Longshore and Harbor Worker’s Compensation Act (33 USC, Section 901-950),
   b. the Non-appropriated Fund Instrumentalities Act (5USC, Sections 8171-8173),
   c. the Outer Continental Shelf Lands Act (43 USC, Sections 1331-1356),
   d. the Defense Base Act (42 USE, Section1651-1654),
   e. The Federal Employers Liability Act (45 USC, Sections 51-60),
   f. The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872)
   g. any other federal worker’s compensation law, without exception, federal occupational disease law, without exception, or any amendments to the laws described above;

4. Bodily injury or occupational disease due to aircraft operation or the performance of any duty in connection with aircraft while in flight or sustained by a master or member of the crew of any vessel.

5. Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

6. Any obligation for which any carrier as your insurer may be held liable under any federal or state worker’s compensation or occupational disease law, any unemployment compensation or disability benefits law, or under any similar laws.

7. Any claim for bodily injury or occupational disease with respect to which you are deprived of any defense or are otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of any workman’s compensation law;

8. Any liability assumed by any insured under any contract or agreement;

9. Any injuries sustained because of any act committed intentionally, either directly towards the employee or any bodily injury or occupational disease directly intended and as a result of an act or omission committed by or at the direction of you, fellow employees, or if you are a corporation or partnership, by any executive officer, director, stockholder or partner thereof. This exclusion does not apply for any bodily injury or occupational disease which is substantially certain to occur but not directly intended by you.

10. Punitive or exemplary damage:
   a. On account of bodily injury or occupational disease to or death of any employee employed in violation of law; or
   b. With respect to any employee employed in violation of law with the knowledge or acquiescence of you or any of your executive officers.
   c. With respect to any bodily injury or occupational disease caused by an employer’s intentional tort, regardless of whether such bodily injury or occupational disease was directly intended or substantially certain to occur.
   d. Claimed, sought or alleged for any other claim, cause, reason or ground, without exception.

11. Bodily injury to or occupational disease of a person knowingly employed by you in violation of any law restricting employment due to age or bodily injury to or occupational disease of a person less than fourteen years of age.

12. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation against or termination of any employees, or any personal practices, policies, acts or omissions.
13. **Bodily injury** or **occupational disease** unless prior to thirty-six months after the end of the policy period written claim is made or suit is brought against you for damages because of the **bodily injury** or **occupational disease**

14. Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

**Supplementary Payments**

The provisions of the Supplementary Payments section under Section II – CONDITIONS – BUSINESS LIABILITY COVERAGE of the Self Storage Policy will also apply to Employees’ Liability Insurance Coverage provided by this endorsement.

**Limits of Liability**

Regardless of the number of **insureds** under this policy, employees who sustain **bodily injury** or **occupational disease**, or claims made or suits brought on account of **bodily injury** or **occupational disease**, our liability is limited as follows:

1. The limit of liability stated in the schedule as applicable to each employee is the total limit of our liability for all damages, including damages for care and loss of services, because of **bodily injury** or **occupational disease** sustained by one employee.

2. Subject to the foregoing provision respecting each employee, the limit of liability stated in the schedule as applicable to each accident is the total limit of our liability for all damages because of **bodily injury** sustained by two or more employees in any one accident.

3. Subject to the foregoing provision respecting each employee, the limit of liability stated in the schedule as applicable to aggregate disease is the total limit of our liability for all damages because of **bodily injury** by disease sustained by **your** employees.

**Policy Period and Territory**

This insurance applies only to **bodily injury** or **occupational disease** which occurs during the policy period and sustained in the United States of America including its territories and possessions, Puerto Rico and Canada by any employee of the **insured** arising out of and in the course of employment by

the **insured** or sustained while temporarily outside the United States of America including its territories and possessions, Puerto Rico and Canada by any employee of the **insured** arising out of and in the course of employment by **you**. This insurance does not apply to any suit brought in or any judgment rendered by any court outside the United States of America including its territories and possessions, Puerto Rico and Canada or to an action on such judgment wherever brought.

**Additional Definition**

The following definition is added to SECTIONS I & II DEFINITIONS of the Self Storage Policy:

**Occupational disease** means sickness or disease sustained by any person, including death resulting from either of these at any time, resulting solely from conduct occurring during the course of **your** employment of that person.

All other policy terms, limitations, and conditions remain unchanged.