

VOLUNTARY COMPENSATION FOR CHURCH EMPLOYEES AND VOLUNTEERS

ELI-0500-1210

This endorsement modifies insurance coverage provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

We agree to pay voluntarily the benefits herein set out either to or on behalf of an Employee of the Named Insured on account of "Bodily Injury" including death resulting there from, accidentally suffered by such Employee and arising out of and in the course of his employment by the Named Insured, whether or not such "Bodily Injury" could give rise to liability imposed by law upon the Named Insured.

PROVIDED HOWEVER:

- (1) That if the injured Employee or any person claiming by, through or under him shall refuse to accept the Voluntary Compensation benefits offered under the provisions of the preceding paragraph, then we shall be permitted, at any time at 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 said preceding paragraph. If any claim or demand is made upon, or any suit instituted against the Named Insured for damages for such injuries, such claim, demand or suit shall be considered a refusal to accept such Voluntary Compensation benefits and such refusal shall 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, shall be available to the Named Insured and shall be and remain our obligation as fully and completely as if this form had not been written.
- (2) That the benefits shall not be payable unless at the time of the accident the employee was engaged in duties coming within the scope of the classification of operations stated in the Declarations.
- (3) That a full legal release of all claims of such Employee or any person claiming by, through or under him, against the Named Insured is executed and delivered and that we be subrogated in any rights of such employee or person (excluding all services available under any hospital insurance act) against anyone other than the Insured and/or that such rights be transferred to us.
- (4) That we shall in no event be liable hereunder for any claims arising from hernia, however caused.
- (5) That we shall in no event be liable hereunder for any claims arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, evolution, insurrection or military power.

DEFINITION

The term "Weekly Indemnity" referred to in this endorsement shall mean two-thirds of the Employee's weekly wage at the date of the accident but not exceeding in any event the sum of \$200 per week.

When the Employee is a volunteer the "Weekly Indemnity" shall be the sum of \$100 per week.

SCHEDULE OF BENEFITS

Section 1 - 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:

- a) to dependents of the said employee who were wholly dependent upon him, an amount equal to one hundred (100) times the "Weekly Indemnity" in addition to the benefits provided under Section 1 up to the date of death.
- b) the actual funeral expenses not exceeding, however, the sum of one thousand dollars (\$1000.00).

Section 2 - 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 him 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 shall be payable for the first seven (7) days of such disability.

Section 3 - 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 2, "Weekly Indemnity" for a further period of one hundred (100) weeks.

Section 4 - 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 hereinafter in the "Schedule of Incapacities" we will pay "Weekly Indemnity" for the number of weeks shown opposite the incapacity in the schedule in addition to the benefits payable under Section 2, but in no event shall it be payable in addition to the benefits provided by Sections 1 and 3.

The total amount payable under this Section for one or more incapacities shall not exceed one hundred (100) times the Weekly Indemnity.

SCHEDULE OF INCAPACITIES

LOSS or TOTAL IRRECOVERABLE LOSS of USE of:

DIVISION A	No. of Weeks
1. Arm	
a) at or above elbow	100
or	
b) below elbow	80
or	
2. Hand at wrist	80
or	
3. *(i) Thumb	
a) at or above the second phalangeal joint	25
b) or	
c) below the second phalangeal joint, involving a portion of the second phalange.....	18
*(ii) Index Finger	
a) at or above the second phalangeal joint	25
or	
b) at or above the third phalangeal joint	18
or	
c) below the third phalangeal joint, involving a portion of the third phalange	5
*(iii) Any Other Finger	
a) at or above the second phalangeal joint	15
or	
b) at or above the third phalangeal joint	8
or	
c) below the third phalangeal joint, involving a portion of the third phalange	5

NOTE: For a combination of two or more of the incapacities marked with an * the total amount payable under this division shall not exceed eighty (80) times the weekly indemnity.

SCHEDULE OF INCAPACITIES

LOSS or TOTAL IRRECOVERABLE LOSS of USE of:

DIVISION B	No. of Weeks
1. Leg	
a) at or above knee	100
or	
b) below knee	75
or	
2. Foot at Ankle.....	75
or	
3. (i) Great Toe	
a) at or above the second phalangeal joint	15
b) below the second phalangeal joint, involving a portion of the second phalang	8
(ii) Any other To	
a) at or above the second phalangeal joint	10

DIVISION B con't

No. of Weeks

- or
- b) at or above the third phalangeal joint 5
- or
- c) below the third phalangeal joint, involving a portion of the third phalange 3

NOTE: For a combination of two or more of the incapacities marked with a + the total amount payable under this division shall not exceed thirty-five (35) times the weekly indemnity.

DIVISION C

- 1.
 - i. One eye..... 50
 - or
 - ii. Both eyes 100

DIVISION D

- 2.
 - i. Hearing of one ear 25
 - or
 - ii. Hearing of both ears..... 100

Section 5 - MEDICAL SURGICAL, DENTAL, PHARMACEUTICAL AND HOSPITAL EXPENSES:

If such "Bodily Injury" shall necessitate medical or surgical treatment or confinement to hospital, we will pay in addition to all other benefits provided by this Form:

- a) 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 Workers' 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,
- b) 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.

Special Condition

We shall 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.

All other policy terms, limits and conditions apply.