

## COMMERCIAL GENERAL LIABILITY MAX

# INSURANCE COMPANY EXCLUSION

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.

The following exclusion is added to COMMON EXCLUSIONS A, B, C and D under SECTION I – COVERAGES in the Commercial General Liability Max form:

**This insurance does not apply to:**

### 8. INSURANCE COMPANY

- 8.1. The maintenance or use of real property in the care, custody or control of the Insured in any fiduciary capacity, or to operations necessary or incidental thereto;
- 8.2. **Bodily injury or property damage** caused by or arising out of the performance of, or failure to perform safety inspection or loss control services, except with respect to any such injury or damage which occurs while your agent or **employee** is engaged in the performance of such services on the premises of a policyholder or applicant for insurance with you;
- 8.3. Liability assumed by the Insured under any contract of insurance, annuity or bond;
- 8.4. Any claim alleging damages as the result of the cancellation of or refusal to issue any contract of insurance, annuity or bond;
- 8.5. Any liability imposed upon the Insured as a consequence of a breach of duty on the part of your agent or broker while acting in his capacity as such;
- 8.6. Any liability imposed upon the Insured as the result of the processing, settlement, negotiation, adjustment, defence or denial of any claim presented to or handled by the Insured, or any agent or **employee** of the Insured, with respect to any contract of insurance, annuity or bond issued, or alleged to have been issued, by you;
- 8.7. Liability arising out of services of any kind performed by or on behalf of the Insured for any person, firm, or organization in connection with a self-insurance program of such person, firm or organization, provided, however this exclusion shall not apply to **bodily injury or property damage** caused by your agent or **employee** while actually engaged in the performance of any such services;
- 8.8. Any liability imposed upon the Insured for injury to a policyholder or applicant for insurance with you caused by or arising out of the rendering of or failure to render **professional services** to such policyholder or applicant.

All other terms and conditions of the Policy remain unchanged.