

COMMERCIAL GENERAL LIABILITY MAX

LIABILITY LOSS ASSESSMENT COVERAGE ENDORSEMENT

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.

1. INSURING AGREEMENT

We will indemnify you for payment of your share of special assessments levied against the **condominium unit owner(s)** by the directors of the **condominium corporation** in accordance with the governing rules of the **condominium corporation** when such assessment is made necessary by an **occurrence** to which coverage under the Commercial General Liability Max form applies.

2. LIMIT OF INSURANCE

- 2.1. We will pay up to a total of \$ 25,000 in any one annual **policy period** for the Insured's share of special assessments if:
 - 2.1.1. The assessment(s) are valid under the **condominium corporation's** governing rules; and
 - 2.1.2. The assessment(s) are made necessary by the liability of the **condominium corporation** for **occurrence(s)** which take place during the **policy period**.
- 2.2. We will not pay for any part of these assessments made necessary by a deductible in the insurance policy of the **condominium corporation**.
- 2.3. The limit of Insurance for this Endorsement is part of, and not in addition to, the Limit of Insurance shown in the Declaration Page(s) for Coverage A - Bodily injury and Property Damage Liability.

3. EXCLUSIONS

This insurance does not apply to:

- 3.1. Any part of these assessments made necessary by a deductible in the insurance policy of the **condominium corporation**.
- 3.2. Asbestos - see Common Exclusions.
- 3.3. Fungi or Spores - see Common Exclusions.
- 3.4. Nuclear Energy Liability - see Common Exclusions.
- 3.5. Pollution - see Common Exclusions.
- 3.6. Terrorism - see Common Exclusions.
- 3.7. War Risks - see Common Exclusions.
- 3.8. Unsolicited Communication - see Common Exclusions.

4. DEFINITIONS

- 4.1. **Condominium unit owner** means the owner of a condominium unit at the location specified in the Declaration Page(s) to which this coverage applies and includes garages and private approaches reserved for the Insured's private use.
- 4.2. **Condominium corporation** means a corporation constituted under provincial legislation relating to condominiums and includes a strata corporation and a society as so constituted.

All other terms and conditions of the Policy remain unchanged.