

COMMERCIAL GENERAL LIABILITY MAX

BROAD FORM LOGGING 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. Paragraph 2.5. Watercraft under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I - COVERAGES, Coverage A is deleted and replaced by the following:

- 2.5. Watercraft

- 2.5.1. **Bodily injury or property damage** arising out of the ownership, maintenance, use, operation or entrustment to others by you or on your behalf of any self-propelled watercraft that exceeds 100 tons gross registry.

This exclusion does not apply to:

- 2.5.2. A watercraft while ashore on premises that are owned by, rented to or controlled by you;

- 2.5.3. Logs, log rafts and/or log booms;

- 2.5.4. Sub-paragraph 2.5.1. does not apply to **bodily injury** sustained by any of your **employees** while acting on your behalf.

2. Paragraph 2.7. Automobile under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I - COVERAGES, Coverage A is deleted and replaced by the following:

- 2.7. Automobile

- 2.7.1. **Bodily injury or property damage** arising directly or indirectly, in whole or in part, out of the ownership, maintenance, use, operation or entrustment to others of any **automobile** owned or operated by, or on behalf of, or rented or loaned to any Insured;

- 2.7.2. This exclusion also applies to any:

- 2.7.2.1. Motorized snow vehicle or its trailers, except when being used for your business; or

- 2.7.2.2. Vehicle while being used in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity.

- 2.7.3. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury or property damage**.

This exclusion does not apply to:

- 2.7.4. **Bodily injury** to an **employee** of the Insured on whose behalf contributions are made by or required to be made by the Insured under the provisions of any Canadian provincial or territorial workers' compensation law;

- 2.7.5. **Bodily injury or property damage** arising out of a defective condition in, or improper maintenance of, any **automobile** that is owned by the Insured while leased to others for a period of thirty (30) days or more provided the lessee is obligated under contract to ensure that the **automobile** is insured;

- 2.7.6. **Bodily injury or property damage** liability imposed by law upon the Insured for loss or damage arising out of the ownership, maintenance, use or operation of machinery or apparatus (including its equipment), mounted on or attached to any automobile at the site of the use or operation of such machinery or apparatus and provided the Insured is not insured for liability arising out of the ownership, use or operation of such mounted or attached machinery or apparatus under any automobile policy.

- 2.7.7. **Bodily injury or property damage** arising out of the ownership, use, or operation of unlicensed vehicles, unlicensed logging mobile equipment or unlicensed logging, lumber, dump, and gravel trucks filed with us at the date this Endorsement is effective. However, the Insured shall have automatic coverage in respect to newly acquired equipment, trucks or vehicles subject to these being reported to us at the end of each **policy period**.

Sub-paragraph 2.7.7. above does not apply to claims arising out of the use or operation of any unlicensed automobiles for purposes other than for the business use of the Insured.

3. The following paragraphs are added to 2. EXCLUSIONS under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES of the Commercial General Liability Max form:

This insurance does not apply to:

- 2.24. Blasting Operations

Bodily injury or property damage arising from blasting operations or the use of explosives, within 304.8 metres (1,000 feet) of any building, structure, work or installation unless specifically endorsed on this Policy.

- 2.25. Felled, Bucked or Bunched Timber

Property damage to:

- 2.25.1. Felled timber, bucked timber or bunched timber upon which operations have been, are being, or will be performed by or on behalf of the Insured; or

- 2.25.2. Property in the course of transit by or on behalf of the Insured, including **property damage** to such property while **loading or unloading**.

This insurance shall be excess of any valid and collectible property insurance (including any deductible portion thereof) available to the Insured.

4. Paragraph 2.16. Professional Services under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I - COVERAGES, Coverage A is deleted and replaced by the following:
- 2.16. Professional Services
- Bodily injury** (other than **incidental medical malpractice injury**), or **property damage** due to the rendering of or failure to render by you or on your behalf of any **professional services** for others, or any error or omission, malpractice or mistake in providing those services.
- This exclusion does not apply to such services performed by an architect, engineer, forestry engineer, registered professional forester, forestry technologist or forestry technician in their capacity as **employees** of the Insured where such services are an integral part of other work performed by or on behalf of the Insured or are integral in the manufacture, installation, sale, handling or distribution of the Insured's products or the products of any associated or affiliated company, however, this exception shall not apply in respect to damage to any work completed by or on behalf of the Insured or damage to the Insured's products;
5. The following sub-paragraphs are added to 9. DEDUCTIBLES under SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES in the Commercial General Liability Max form:
- 9.5 Our obligation under this Endorsement to pay **compensatory damages** on your behalf because of **bodily injury** or **property damage** arising from ownership or operation of unlicensed trucks, applies only to the amount of **compensatory damages** in excess of the deductible amount stated in the Declaration Page(s) as Deductible – Each Occurrence. Each claim or loss shall be adjusted separately and from the amount of such adjusted claim,
- 9.6. Our obligation under this Endorsement to pay **compensatory damages** on your behalf because of **bodily injury** or **property damage** arising from blasting operations or the use of explosives not otherwise excluded by this Policy, applies only to the amount of **compensatory damages** in excess of the deductible amount stated in the Declaration Page(s) as Deductible – Blasting.
- 9.7 Our obligation under this Endorsement to pay **compensatory damages** because of **property damage** to timber lands or standing timber, including resulting loss of use, on your behalf, applies only to the amount of **compensatory damages** in excess of the deductible amount stated in the Declaration Page(s) as Deductible – Timber Lands.

All other terms and conditions of the Policy remain unchanged.