

COMMERCIAL GENERAL LIABILITY COVERAGE

ALL TERRAIN VEHICLES AND WATERCRAFT PERSONAL USE ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold 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 OR PROPERTY DAMAGE LIABILITY of SECTION I – COVERAGES in the Commercial General Liability Max form is deleted and replaced with the following:

This insurance does not apply to:

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. Sub-paragraph 2.5.1. does not apply to **bodily injury** sustained by any of your **employees** while acting on your behalf.
 - 2.5.4. Sub-paragraph 2.5.1 does not apply to **bodily injury or property damage** arising from use or operation that is necessary to your business operations to which this insurance otherwise applies.
2. Paragraph 2.7. Automobile under COVERAGE A – BODILY INJURY OR PROPERTY DAMAGE LIABILITY of SECTION I – COVERAGES in the Commercial General Liability Max form is deleted and replaced with the following:

This insurance does not apply to:

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; or
 - 2.7.2.3. All terrain vehicles, except when being used for your business.
- 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.

All other terms and conditions of the Policy remain unchanged.