

COMMERCIAL GENERAL LIABILITY COVERAGE

DEFENCE COSTS INCLUSIVE IN LIMIT OF LIABILITY 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.

Paragraph 1. in the **SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D** section of the Commercial General Liability Max Form is deleted and replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any **action** against an Insured we defend:
 - 1.1. All expenses we incur for investigation, negotiation and defence of any such claims, suits or proceedings;
 - 1.2. The cost of bonds to release attachments, but only for the bonds within the applicable Limit of Insurance. We do not have to furnish these bonds;
 - 1.3. All costs to protect you against any levy of execution arising from a judgment;
 - 1.4. All reasonable expenses you incur at our request to assist us in the investigation or defence of the claim or **action**; including actual loss of earnings because of time off from work;
 - 1.5. All costs assessed or awarded against you in the **action**;
 - 1.6. Any interest accruing after entry of judgment upon that part of the judgment which is within the applicable limit of insurance and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

If we are prevented by law or otherwise from defending the Insured, we will reimburse the Insured for defence costs and expenses that are incurred with our consent.

The amounts so incurred are payable by us as part of, and not in addition to the limit of liability in this Policy.

Our liability under this Policy, including any obligation to defend, ends when the applicable Limits of Insurance stated in the Declaration Page(s) under this Form have been exhausted by payment of settlements or judgments.

All other terms and conditions of the Policy remain unchanged.