

COMMERCIAL GENERAL LIABILITY COVERAGE

GENERAL 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. Exclusions 2.5. Watercraft, 2.7. Automobile, 2.8 Damage to Property and 2.16. Professional Services under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I - COVERAGES** from the Commercial General Liability Max Form are 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. 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. Logs, log rafts and/or cribs.

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 **automobiles**, logging mobile equipment or logging, lumber, dump, and gravel trucks filed with us at the date this Endorsement is effective. However, you will have automatic coverage in respect to newly acquired equipment or **automobiles** subject to these being reported to us at the end of each **policy period**. Coverage afforded by this Endorsement shall not respond to claims arising out of the use or operation of any unlicensed **automobiles** for purposes other than for the business use of the Insured.
- 2.7.8. Special Condition
- 2.7.8.1. The premium stated on the Declaration Page(s) is an advance premium only.
- 2.7.8.2. The advance premium is subject to adjustment at the end of the **policy period** or anniversary when you will deliver to us a written statement scheduling the **automobiles** of the types described above owned or leased by you at the anniversary date. At the end of each **policy period**, we will calculate the earned premium on the **automobiles** so scheduled. If the earned premium exceeds the advance premium, you will immediately pay such additional premium; if less, we will refund the return premium due.
- 2.7.8.3. We will have the right and opportunity, to examine the books and records of the Insured insofar as they relate to the premium basis of the subject matter of this Endorsement.

2.8. Damage to Property

Property damage to:

- 2.8.1. Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2.8.2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- 2.8.3. Property loaned to you;
- 2.8.4. Personal property in your care, custody or control, including but not limited to:
- 2.8.4.1. Property held by you for sale or entrusted to you for storage or safekeeping;
- 2.8.4.2. Property being on premises that is owned or rented by you for the purpose of having operations performed on such property by the Insured;
- 2.8.5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations;

2.8.6. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it;

2.8.7. Timber lands and/or standing timber and/or felled timber and/or bucked timber and/or bunched timber if:

2.8.7.1. Within the radius of the Insured's yarding operations; or

2.8.7.2. Within the radius of 1,000 feet of the Insured's logging or forestry equipment; or

2.8.7.3. In the course of transit including loading or unloading thereof.

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

2.16. Professional Services

2.16.1 **Bodily 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:

2.16.2. **Incidental medical malpractice injury;**

2.16.2. Services performed by an architect, engineer, forestry engineer or registered professional forester in their capacity as your **employee** where such services are an integral part of other work performed by you or on your behalf or are integral in the manufacture, installation, sale, handling or distribution of **your products** or the products of any associated or affiliated company, however, this exception shall not apply in respect to damage to **your work** or damage to **your products**.

2. The following exclusion is added to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** from the Commercial General Liability Max Form:

2.24. Blasting

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

3. The following sub-paragraphs are added to Paragraph 9. **DEDUCTIBLES** under **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES** in the Commercial General Liability Max Form:

9.5. Our obligation to pay **compensatory damages** for **property damage** on your behalf arising out of blasting operations or the use of explosives not otherwise excluded by this Policy, by you or your behalf as a result of any one **occurrence** applies only to the amount of **compensatory damages** or payments in excess of the deductible amount stated in the Declaration Page(s) as Deductible - Blasting.

9.6. Our obligation to pay **compensatory damages** for **property damage** on your behalf arising from the ownership or operation of unlicensed trucks as a result of any one **occurrence** applies only to the amount of compensatory damages or payments in excess of the deductible amount stated in the Declaration Page(s) as Deductible – Truck. Each claim shall be adjusted separately.

All other terms and conditions of the Policy remain unchanged.