

## COMMERCIAL GENERAL LIABILITY COVERAGE

### EMPLOYERS' LIABILITY EXTENSION

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. Sub-paragraph 2.4. in **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** under **SECTION I – COVERAGES** of the Commercial General Liability Max Form is deleted and replaced by the following:

**This insurance does not apply to:**

- 2.4. Employer's Liability

**Bodily injury to:**

- 2.4.1. An **employee** of the Insured arising out of and in the course of:

- 2.4.1.1. Employment by the Insured; or

- 2.4.1.2. Performing duties related to the conduct of the Insured's business; or

- 2.4.2. The spouse, child, parent, brother or sister of that **employee** as a consequence of sub-paragraph 2.4.1. above.

This exclusion applies:

- 2.4.3. Whether the Insured may be liable as an employer or in any other capacity; and

- 2.4.4. To any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury.

**This exclusion does not apply to:**

- 2.4.5. A claim made or an **action** brought by a Canadian resident employee, because of **bodily injury** sustained in the course of employment or while performing duties on your behalf except for:

- 2.4.5.1. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any aircraft;

- 2.4.5.2. **Bodily injury** resulting from the acts or omissions of, or **bodily injury** sustained by, any person employed the Insured in violation of the law as to age;

- 2.4.5.3. **Bodily injury** arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations.

2. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES** of the Commercial General Liability Max Form:

10. The Limit of Insurance shown in the Declaration Page(s) for this Endorsement is most we will pay for the sum of **compensatory damages**, including **compensatory damages** for care and loss of services, arising out of **bodily injury** sustained by one person, or more than one person, in any one accident or event.

All other terms and conditions of the Policy remain unchanged.