## **COMMERCIAL GENERAL LIABILITY COVERAGE**

# EMPLOYER'S LIABILITY EXCLUSION (EXCEPT OFFICE AND CLERICAL STAFF)

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases 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.

Sub-paragraph 2.4. Employers Liability under paragraph 2. EXCLUSIONS of SECTION I, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, is deleted and replaced as follows:

#### 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. Liability assumed by the Insured under an insured contract but only with respect to a Canadian resident clerical office employee; or
- 2.4.6. A claim made or an **action** brought by a Canadian resident clerical office **employee**, because of **bodily injury** sustained in the course of employment or while performing duties on your behalf.

All other terms and conditions of the Policy remain unchanged.