

COMMERCIAL UMBRELLA LIABILITY

AUTOMOBILE LEASING EXCLUSION 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 Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Paragraph 2.28. Automobile in 2. EXCLUSIONS under SECTION I – COVERAGE in the Commercial Umbrella Liability form is deleted and replaced by the following:

This insurance does not apply to:

2.28. Automobile

- 2.28.1. **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;
- 2.28.2. This exclusion also applies to any:
 - 2.28.2.1. Motorized snow vehicle or its trailers, except when being used for your business; or
 - 2.28.2.2. 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.
- 2.28.3. 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**.
- 2.28.4. **Bodily injury, personal injury or property damage** arising out of the ownership, maintenance, operation, use, **loading or unloading** of any **automobile** leased or rented to others by you, other than an **automobile** rented to your customer while such customer's **automobile** is temporarily left with you for service, repair or sale.

This exclusion does not apply to:
- 2.28.5. **Bodily injury or property damage** covered by S.P.F. No. 7 Standard Excess Automobile Policy, Q.P.F. NO. 7 Québec Automobile Insurance Policy – Excess Liability Form, or the applicable equivalent form, if any such form is listed in the Declaration Page(s). In that event, coverage for such **bodily injury or property damage** will be governed by the terms and conditions of S.P.F. No. 7 Standard Excess Automobile Policy, Q.P.F. NO. 7 Québec Automobile Insurance Policy - Excess Liability Form, or the applicable equivalent form in place of the terms and conditions of this Form;
- 2.28.6. **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;
- 2.28.7. **Bodily injury** 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;
- 2.28.8. **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.