

COMMERCIAL GENERAL LIABILITY – LIFE SCIENCES ENHANCEMENT

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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.

AMENDMENTS TO SECTION I – COVERAGES

1. The following exclusions in **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** are amended as follows:

1.1. Sub-paragraph 2.4.6. of Exclusion 2.4. is deleted and replaced by the following:

A claim made or an **action** brought by a Canadian resident **employee**, because of **bodily injury** sustained in Canada or while he or she is temporarily out of the country while in the course of performing duties on your behalf and on whose behalf contributions are made by or required to be made by you under the provisions of any Canadian provincial or territorial worker's compensation law or regulation.

1.2. The following paragraphs are added to Exclusion 2.8.

Sub-paragraphs 2.8.3., 2.8.4. and 2.8.6. of this exclusion do not apply to **property damage to customers' goods** while such goods are on your premises. But we have no duty to defend an **action** seeking damages because of **property damage to customers' goods** unless the **action** also seeks other **compensatory damages** to which this insurance applies. The most we will pay for such **property damage to customers' goods** is \$35,000. Notwithstanding what is provided in the General Conditions Form or in the Commercial Policy Conditions and Statutory Conditions Form, this insurance is excess over any of the other valid and collectible insurance available that provides coverage for **customers' goods**, whether such insurance is primary, excess, contingent or on any other basis.

For purposes of this endorsement, **customers' goods** means goods of your customer on your premises for the purpose of being repaired by you or of being used in your manufacturing process.

Sub-paragraph 2.8.4. of this exclusion does not apply to **property damage** to equipment you borrow while at a job site if the equipment is not being used by anyone to perform work or operations at the time of loss.

2. The following exclusions in **COVERAGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** are amended as follows:

2.1. Exclusion 2.10. is deleted and replaced by the following:

2.10. **Personal injury** or **advertising injury** committed by an Insured whose business is:

2.10.1. Advertising, broadcasting, publishing or telecasting; or

2.10.2. Designing or determining content of websites for others.

However, this exclusion does not apply to sub-paragraphs 23.1., 23.2. and 23.3. of **personal injury** under the **SECTION IV – DEFINITIONS**.

For purposes of this exclusion, the placing of frames, borders or links, or advertising for you is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

2.2. Exclusion 2.11. is deleted and replaced by the following:

2.11. **Personal injury** and **advertising injury** arising out of an electronic chatroom or bulletin board the Insured hosts, owns or maintains for others.

3. Section 1. INSURING AGREEMENT of **COVERAGE C – MEDICAL PAYMENTS** is amended as follows:

3.1. Sub-paragraph 1.1.5. is deleted and replaced by the following:

1.1.5. The expenses are incurred and reported to us within three (3) years of the date of the accident;

3.2. Sub-paragraph 1.2.2. is deleted and replaced by the following:

1.2.2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices and medical equipment;

AMENDMENTS TO SECTION II – WHO IS AN INSURED

1. Sub-paragraph 2.1.1.4. under item 2. is deleted and replaced by the following:

2.1.1.4. Arising out of his or her providing or failing to provide professional health care services. However, an **employee** or **volunteer worker** employed or volunteering as a physician, dentist, nurse, emergency medical technician or paramedic, is an Insured if you are not engaged in the business or occupation providing professional health care services. To the extent that such an **employee** or **volunteer worker** qualifies as an Insured under this provision, such **employee's** or **volunteer worker's** services will be deemed to be an **incidental medical malpractice injury**. Notwithstanding what is provided in the General Conditions Form or in the Commercial Policy Conditions and Statutory Conditions Form, this insurance is excess over any of the other valid and collectible insurance available for coverage for such **employee** or **volunteer worker**, whether such insurance is primary, excess, contingent or on any other basis; or

2. It is agreed that sub-paragraph 3.1. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Max form is deleted and replaced by the following:

3.1. Coverage under this provision is afforded only until the end of the **policy period**;

3. The following paragraphs are added to **SECTION II – WHO IS AN INSURED**:

4. Any organization, other than a partnership, joint venture or limited partnership, in which you maintain ownership of a minimum of fifty-one (51) percent of the voting stock on or after the beginning of the **policy period**, until the end of the **policy period** will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

4.1. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance;

4.2. Coverage A and D do not apply to **bodily injury** or **property damage** that occurred before you had ownership of a minimum of fifty-one (51) percent of the voting stock; and

4.3. Coverage B does not apply to **personal injury** or **advertising injury** arising out of an offence committed before you had ownership of a minimum of fifty-one (51) percent of the voting stock.

5. Any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance is also an Insured:

5.1. But only with respect to liability for injury or damage caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf for **bodily injury**, **property damage** or **personal injury** and **advertising injury**:

5.1.1. In the performance of your ongoing operations, and only until your operations are completed, for such person or organization at the location designated in the contract, agreement, permit or authorization;

- 5.1.2. In the maintenance, operation or use of equipment leased to you by such person or organization; or
- 5.1.3. In connection with premises you own, rent, lease or occupy.
- 5.2. However, the insurance afforded to an Insured under sub-paragraph 5.1 above does not apply:
 - 5.2.1. Unless:
 - 5.2.1.1. The contract or agreement is executed, or the permit or authorization is issued, before the **bodily injury** or **property damage** occurred, or the **personal injury** and **advertising injury** offense was committed; and
 - 5.2.1.2. The contract, agreement, permit or authorization is in effect or becomes effective during the **policy period**.
 - 5.2.2. To any:
 - 5.2.2.1. Person or organization included as an Insured under any other provision of this Policy, including this or any other endorsement;
 - 5.2.2.2. Lessor of equipment after the equipment lease terminates or expires;
 - 5.2.2.3. Owner or other interests from whom land has been leased; or
 - 5.2.2.4. Manager or lessor of premises if:
 - 5.2.2.4.1. The **occurrence** takes place or the offense committed after you cease to be a tenant in that premises; or
 - 5.2.2.4.2. The **bodily injury**, **property damage** or **personal injury** and **advertising injury** arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - 5.2.3. To **bodily injury**, **property damage** or **personal injury** and **advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - 5.2.3.1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - 5.2.3.2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims or **actions** brought against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal injury** and **advertising injury**, involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 - 5.2.4. To **bodily injury** or **property damage** occurring after or to **personal injury** or **advertising injury** caused by an offence committed after:
 - 5.2.4.1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Insured at the location of the covered operations has been completed; or
 - 5.2.4.2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 5.3. The insurance afforded to an Insured under sub-paragraph 5.1. above:
 - 5.3.1. Applies only to the extent permitted by law;
 - 5.3.2. Will not be broader than that which you are required by the contract, agreement, permit or authorization to provide to such Insured;
 - 5.3.3. Regardless of the contrary provision in the Policy, is primary to and will not seek contribution from any other insurance available to such Insured if:
 - 5.3.3.1. Such Insured is a named insured under that other insurance; and
 - 5.3.3.2. You have agreed in the contract, agreement, permit or authorization that this insurance would be primary to and would not seek contribution from any other insurance available to such Insured; and
- 5.4. The most we will pay on behalf of the Insured for the insurance afforded to an Insured under sub-paragraph 5.1 above is the amount of insurance:
 - 5.4.1. Required by the contract, agreement, permit or authorization; or
 - 5.4.2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less. This provision does not increase the applicable Limits of Insurance shown in the Declarations
- 6. Any person or organization who uses, or is responsible for the use of, a watercraft covered by this Policy is also an Insured if the use is with your express or implied consent. However, no such person or organization is an Insured with respect to:
 - 6.1. **Bodily injury** to that person's or organization's **employee** or **volunteer worker**; or
 - 6.2. **Property damage** to property:
 - 6.2.1. Owned, occupied or used by; or
 - 6.2.2. In the care, custody or control of, rented to or over which physical control is being exercised for any purpose by; that person or organization.

Notwithstanding what is provided in the General Conditions Form or in the Commercial Policy Conditions and Statutory Conditions Form applicable to this Policy or elsewhere in this Policy, this insurance is excess over any of the other valid and collectible insurance available to the Insured for use of, or responsibility for use of, a watercraft covered by this Policy, whether such insurance is primary, excess, contingent or on any other basis.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES

Paragraph 4. of **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES** of the Commercial General Liability Max Form is deleted and replaced by the following:

- 4. Subject to Paragraph 3. above, the Each Occurrence Limit is the most the Insurer will pay for the sum of:
 - 4.1. **Compensatory damages** under Coverage A; and
 - 4.2. Medical expenses under Coverage C;

because of all **bodily injury** and **property damage** arising out of any one **occurrence**.

ADDITIONAL COVERAGES

In the event a more specific coverage elsewhere in the Policy applies to the risk insured by one of these extensions, only the specific coverage will apply.

In the event that coverage provided under any of the Extensions provided under this Section is more specifically and separately insured elsewhere in this Policy, then the relevant Extension with the highest limit shall apply.

LIABILITY COVERAGE – EMPLOYEE BENEFIT PROGRAMS

1. INSURING AGREEMENT

We will pay those sums that the **Insured** becomes legally obligated to pay as **compensatory damages** on account of any claim made against any **Insured** because of a **wrongful act** in the **administration** of your **employee benefit programs**, provided that the claim is first made during the **policy period** within Canada, its territories or possessions.

A claim by a person or organization seeking **compensatory damages** will be deemed to have been made when notice of such claim is received and recorded by any **Insured** or by us, whichever comes first.

2. EXCLUSIONS

This insurance does not apply to:

- 2.1. Any claim based upon:
 - 2.1.1. The failure of performance of contract by any **Insured**;
 - 2.1.2. The **Insured's** failure to comply with any law concerning workmen's compensation, unemployment insurance, social security, disability benefits or any similar law;
 - 2.1.3. Failure of any investment plan to perform as represented by an **Insured**;
 - 2.1.4. Advice given by an **Insured** to an **employee** to participate or not to participate in any investment plan;
- 2.2. Claims made against the **Insured** for **wrongful acts** known to any **Insured** before the effective date of this insurance. If this Policy is part of a series of consecutive renewals issued by us, then before the effective date of the first policy issued by us;

3. EXTENDED REPORTING PERIOD

If this Policy is cancelled or not renewed for any reason except non-payment of the premium, we will provide an automatic extended reporting period of 60 days.

A claim first made during the extended reporting period will be deemed to have been made on the last day of the **policy period** provided that claim occurred before the end of the **policy period** of this Policy and that we are notified not later than 60 days after the end of the **policy period** of this Policy.

4. SPECIAL PROVISIONS

4.1. Limit of Insurance

The rules below fix the most we will pay regardless of the number of Insureds, claims made or **actions** brought, or persons or organizations making claims or bringing **actions**.

- 4.1.1. The maximum aggregate amount we will pay for all **compensatory damages** with respect to all claims covered by this insurance and made during each **policy period** is \$2,000,000;
- 4.1.2. Subject to 4.1.1. above, the most we will pay for all **compensatory damages** arising out of any one **occurrence** is \$2,000,000. Claims based on or arising out of the same act, interrelated acts, or one or more series of similar acts, of one, or more **Insured** shall be considered a single **occurrence**.

4.2. Deductible

Our obligation to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of a deductible amount of \$5,000.

The terms of this insurance, including those with respect to our right and duty to defend any **action** seeking those damages, and your duties in the event of an **occurrence**, apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or **action** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by the Insurer.

4.3. Definitions

The following definitions apply only when used in this Liability Coverage – Employee Benefits Programs Extension:

4.3.1. **Administration** means:

- 4.3.1.1. Providing counsel to **employees** with respect to the **employee benefit programs**;
 - 4.3.1.2. Interpreting the **employee benefit programs**;
 - 4.3.1.3. Handling of records in connection with the **employee benefit programs**;
 - 4.3.1.4. Effecting enrollment, termination or cancellation of **employees** under the **employee benefit programs**;
- provided all such acts are authorized by the Named Insured;

4.3.2. **Employee benefit programs** means group life insurance, group health insurance, pension plans, investment plans, workmen's compensation, unemployment insurance, social security and disability benefits.

4.3.3. **Insured** means:

- 4.3.3.1. If the Named Insured is designated in the Declarations as an individual, the person so designated but only with respect to the conduct of a business of which he or she is the sole proprietor;
- 4.3.3.2. If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to their liability as such;
- 4.3.3.3. If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, the organization so designated and any **executive officer**, director or stockholder thereof while acting within the scope of their duties as such;
- 4.3.3.4. Any **employee** of the Named Insured while acting in the **administration** of the **employee benefit programs**.

4.3.4. **Occurrence** means any event which gives rise to one or more claims.

4.3.5. **Policy period** means the period of one year following the effective date of this Policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the Policy is less than one year, such lesser period. If the **policy period** is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the limit of insurance.

4.3.6. **Wrongful act** means any actual or alleged breach of duty, neglect error, misstatement, misleading statement, omission or other act done or wrongfully attempted by an **Insured** or any matter claimed, against an **Insured**, by reason of or in connection with the **administration** of the **employee benefit programs**.

EMPLOYMENT PRACTICES LIABILITY INSURANCE

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** further to an **occurrence** caused by a **wrongful act** related to **employment practices** committed during the **policy period**. We will have the right and duty to defend the Insured against any action seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any action seeking **compensatory damages** for an **occurrence** to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:

- 1.1.1. The amount we will pay for **compensatory damages** is limited as described in paragraph 2. Limits of Insurance and Deductible below; and
- 1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- 1.2. For the purpose of determining the applicability of this insurance, all **wrongful acts** related to **employment practices** involving the same Insured during the **policy period**, regardless of the number or type of **wrongful acts**, shall be deemed to have occurred on the date of the first **wrongful act**.

2. LIMITS OF INSURANCE AND DEDUCTIBLE

- 2.1. The maximum aggregate amount we will pay under this insurance during the **policy period** for the sum of **compensatory damages** arising out of all claims to which this insurance applies is \$10,000.
- 2.2. Subject to 2.1 above, the most we will pay under this insurance for the sum of **compensatory damages** arising out of any one **occurrence** is \$10,000.
- 2.3. Our obligation to pay **compensatory damages** on your behalf applies only to the amount of **compensatory damages** in excess of a deductible amount of \$1,000.
- 2.4. Claims or **actions** based on or arising out of the same acts, interrelated acts, one or more series of similar acts, of one or more Insured shall be considered a single **occurrence**.

3. EXCLUSIONS

This insurance shall not apply to:

- 3.1. **Occurrences**, other than defense costs, which constitute:
- 3.1.1. **Benefits** due, or to become due, or the equivalent value of such **benefits** except where such **occurrence** is based upon a claim or **action** for actual or alleged wrongful dismissal, discharge or termination of employment;
- 3.1.2. Salary, wages, **benefits** or any other cost or expense you shall incur or be required to pay as economic relief if the Named Insured is ordered, pursuant to a judgment or final adjudication, but fails to reinstate the claimant as an **employee**;
- 3.1.3. The costs of compliance with or the satisfaction or remedy of an undertaking, a direction, an order, a violation, a determination or a certificate negotiated, issued, made or committed under the *Employment Equity Act of Canada* or any similar legislation, or any costs associated with any accommodation or affirmative action program required by, pursuant to or ordered under the *Canadian Human Rights Act* or any other similar legislation; or
- 3.1.4. The costs of compliance with any order for or grant of or agreement to provide injunctive or non-pecuniary relief;
- 3.2. Claims or **actions** arising out of any violation of an obligation imposed by any act or regulation related to pay equity, workers' compensation, industrial accidents and occupational disease, occupational health and safety, employment insurance, welfare and social welfare, social security or old age security, retirement benefits or pension plan benefits or disability benefits. However, this exclusion shall not apply to any claim or **action**:
- 3.2.1. For actual or alleged discrimination or employment-related; or
- 3.2.2. Arising out of any actual or alleged retaliatory treatment against the claimant by you on account of the claimant's exercise of rights pursuant to any such law;
- 3.3. Claims or **actions** arising out of any arrangement or plan related to the value of the stock, shares or security of the Insured including any stock purchase, stock-based awards, stock option plans, phantom stock, stock appreciation rights or any stock-based compensation plan;
- 3.4. Claims or **actions** arising out of any act committed by or at the direction of an Insured with the intent of contravening any law or any governmental or administrative rider or regulation;
- 3.5. Claims or **actions** arising out of the assumption of liability by you in an oral or written contract, but this exclusion does not apply to liability that you would have in the absence of the contract;
- 3.6. Claims or **actions** for **bodily injury** (except mental anguish and emotional distress), sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof;
- 3.7. Claims or **actions** based upon, arising out of any lock-out, strike, picket line, replacement workers, actual or alleged unfair practices or other similar actions resulting from labour disputes or labour negotiations;
- 3.8. Claims or **actions** arising out of:
- 3.8.1. Your **insolvency**; or
- 3.8.2. The closure of a business operation or location by you; or
- 3.8.3. Any re-organization of **employees** which results, within any sixty-day (60) period, in the termination of the employment of twenty-five (25%) or more of your total workforce;
- 3.9. Claims made or **actions** brought by relatives of an employee or by members of the household of an **employee**.

4. COVERAGE TERRITORY

Notwithstanding any contrary provisions contained in this Policy, it is agreed that this Employment Practices Liability Extension shall only cover claims made or **actions** brought in Canada in respect of **wrongful acts** committed in Canada and based on Canadian law.

5. OTHER INSURANCE

Notwithstanding what is provided in the General Conditions Form or in the Commercial Policy Conditions and Statutory Conditions Form applicable to this Policy, if the Insured has other valid insurance against **compensatory damages** covered by this Policy, the Policy that applies most specifically to the claim or the **action** shall be primary and the other insurance shall be excess.

6. DEFINITIONS

The following definitions apply only when used in this Employment Practices Liability Insurance Extension:

- 6.1. **Action** means a civil proceeding in which damages because of **employment practices** to which this insurance applies are alleged. **Action** includes an arbitration proceeding to which you must submit or do submit with our consent.
- 6.2. **Benefits** means perquisites, fringe benefits, payments in connection with an **employee benefit plan** and any other payment, other than salary or wages, to or for the benefit of an **employee** arising out of the employment relationship.
- 6.3. **Employee** means an individual who was, now is or shall be employed by you.
- 6.4. **Employee benefit plan** means any retirement, pension, supplemental pension, savings, retirement saving, profit sharing, deferred compensation, change of control, insurance, medical, hospital, dental, vision care, drug, sick leave, short term or long term disability, salary continuation, vacation pay or other employee benefit, plan, program, arrangement, policy or practice whether written or oral, formal or informal, funded or unfunded, registered or unregistered that is maintained or otherwise contributed to, or required to be contributed to for the benefit of an **employee**.

- 6.5. **Employment practices** means:
- 6.5.1. Wrongful dismissal, discharge or termination of employment;
 - 6.5.2. Breach of any oral or written employment contract;
 - 6.5.3. Violation of any law concerning discrimination in employment;
 - 6.5.4. Employment-related harassment, including sexual harassment or other harassment in the workplace;
 - 6.5.5. Wrongful deprivation of employment or promotion;
 - 6.5.6. Wrongful discipline;
 - 6.5.7. Employment-related invasion of privacy;
 - 6.5.8. Employment-related defamation;
 - 6.5.9. Employment-related wrongful infliction of emotional distress;
 - 6.5.10. Employment-related misrepresentation.
- 6.6. **Insolvency** means:
- 6.6.1. The financial position of the Insured as a debtor as that term is defined and used within the provisions of the *Bankruptcy and Insolvency Act*, R.S. (1985), c. B-3 or any other similar law, and, without limiting the generality of the foregoing, shall occur when any receiver, conservator, liquidator, trustee, sequestrator, court or similar provincial or federal official or a creditor takes control of, supervises, manages or liquidates the Insured;
 - 6.6.2. A reorganization proceeding of the Insured under the *Companies' Creditors Arrangement Act*, R.S. (1985), c. C-36 or any other similar law.
- 6.7. **Occurrence** means **compensatory damages** which you become legally obligated to pay on account of any claims made or **actions** brought against you for a **wrongful act**.
- 6.8. **Wrongful act** means any negligent act, error, omission, negligence, breach of duty or misleading statement related to **employment practices** actually or allegedly committed or commenced by you.

ELEVATOR COLLISION

1. INSURING AGREEMENT

The Insurer will pay to the Insured for damages caused to any **elevator** or to **property insured** carried thereon caused by an accidental collision of the **elevator** with another object.

2. LIMIT OF LIABILITY

The maximum amount we will pay for **compensatory damages** is limited to \$50,000 for each collision and subject to the actual cash value of the property at the time any damage occurs.

3. EXCLUSIONS

This insurance does not apply to:

- 3.1. Loss of use of property owned by the Insured;
- 3.2. **Property damage** resulting directly or indirectly from the breaking, burning out or disrupting of any electrical machine not located within the **elevator**; or
- 3.3. **Property damage** by fire, however caused.

4. DEFINITIONS

The following definitions apply only for the purposes of this Elevator Collision Extension of coverage:

- 4.1. **Elevator** means:
 - 4.1.1. Any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery, but shall not include:
 - 4.1.1.1. Any bearing platform not exceeding nine square feet used exclusively for carrying property;
 - 4.1.1.2. Hod or material hoists used in connection with alterations, construction or demolition operations;
 - 4.1.1.3. Inclined conveyers used exclusively for carrying property.
 - 4.1.2. Any hoist used for raising or lowering automobiles for lubricating and servicing.
- 4.2. **Property insured** means:
 - 4.2.1. Any **elevator** owned, rented, occupied or used by you, or in your care, custody or control;
 - 4.2.2. Property carried on an **elevator**, other than any hydraulic or mechanical hoist used for raising or lowering **automobiles** for lubricating or servicing, being owned, leased or used by or in the care, custody or control of the Named Insured.

GENERAL CONDITIONS

DUTIES IN THE EVENT OF LOSS, DAMAGE, CLAIM OR ACTION

Notwithstanding what is provided in the General Conditions Form or in the Commercial Policy Conditions and Statutory Conditions Form applicable to this Policy, the requirements that you must notify us of any loss, damage, claims or **actions**, or send us documents concerning any claim or **action**, apply only if loss, damage, claim or **action** is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance or risk manager, if you are a corporation; or
- 4. A manager, if you are a limited liability company.

All other terms and conditions of the Policy remain unchanged.