

## COMMERCIAL GENERAL LIABILITY COVERAGE

# **EMPLOYERS' LIABILITY LIMITATION 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 General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

SECTION I - COVERAGE A., 2. EXCLUSIONS, Paragraph 2.4 Employers' Liability is deleted from this Form in its entirety.

Limited Employers' Bodily Injury Liability coverage is added to SECTION I - Coverage A of this Form as follows:

### Limited Employers' Bodily Injury Liability Coverage

#### 1. Insuring Agreement

We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** caused by accident sustained by a Canadian resident **employee** arising out of and in the course of his or her employment by the Insured, in the operations described in the Declaration Page(s).

#### 2. Limits of Insurance

Regardless of:

- 2.1. the number of employees who sustain bodily injury; or
- claims made or actions brought on account of bodily injury;

our liability is limited as follows:

The Limit of Insurance stated in the Declaration Page(s) is the limit of our liability for all **compensatory damages**, including **compensatory damages** for care and loss of services, arising out of **bodily injury** sustained by any one, or more than one, Canadian resident **employee**, in any one accident or event.

## 3. Exclusions

This insurance does not apply to:

- 3.1. liability assumed by the Insured under any contract or agreement; but this exclusion does not apply to liability assumed under an insured contract;
- 3.2. **bodily injury** arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any aircraft;
- 3.3. **bodily injury** resulting from the acts or omissions of, or **bodily injury** sustained by, any person employed by the Insured in violation of the law as to age; or
- 3.4. **bodily injury** arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations.

All other terms and conditions of the Policy remain unchanged.