

EMPLOYERS' BODILY INJURY LIABILITY ENDORSEMENT

Attached to and forming part of the Commercial General Liability (Form CGL)

Various provisions in this Form restrict coverage. Read the entire Endorsement carefully to determine rights, duties and what is and is not covered. Throughout this Endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning.

SECTION I – COVERAGES is extended to cover:

COVERAGE E – EMPLOYERS' BODILY INJURY LIABILITY

Insuring Agreement

We will pay those sums that "you" shall become legally obligated to pay as "compensatory damages" because of "bodily injury" caused by accident sustained by any person and arising out of and in the course of their employment by "you", in the operations described on the Declaration Page. The amount "we" will pay for "compensatory damages" is limited as described in SECTION III — LIMITS OF INSURANCE below.

Exclusions

This insurance does not apply to:

- (a) Liability assumed by "you" under any contract or agreement;
- (b) "Bodily Injury" arising out of "your" ownership, maintenance, operation, use, loading or unloading by or on "your" behalf of any aircraft;
- (c) A claim made or an "action" brought by a Canadian resident "employee" on whose behalf contributions are made by or required to be made by "you" under the provisions of any Canadian provincial or territorial workers' compensation law, if cover or benefits have been denied by any Canadian Workers' Compensation Authority;
- (d) 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;
- (e) Bodily Injury arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B and D is extended to include:

- (a) **COVERAGE E – EMPLOYERS' BODILY INJURY LIABILITY** as afforded by this Endorsement; and "we" shall:
- (b) Pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

SECTION III – LIMITS OF INSURANCE is amended and extended to include:

- (2) The General Aggregate Limit is the most "we" will pay for the sum of:
 - (d) "Compensatory damages" under Coverage **E**.
- (9) Subject to (2) above, the 'Employers' Bodily Injury Limit', as stated on the Declaration Page, is the most "we" will pay under Coverage **E** for the sum of all "compensatory damages" because of all 'Employers' Bodily Injury' sustained by any one person.

DEFINITION

'**Remuneration**' means the total earnings during the policy period, not exceeding \$100 each week to a maximum of \$5,000, for each owner, partner, executive officer or employee.

Except as specifically modified by this Endorsement, the terms, conditions, exclusions and limits of liability of the Policy are unchanged.