

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

ABSOLUTE EMPLOYEE AND WORKER INJURY AND LIABILITY EXCLUSION FOR OPERATIONS IN THE STATE OF NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement applies only to ongoing operations performed at any location, in the state of New York, regardless of whether such operations are performed by you, on your behalf or whether the operations are performed for you or for others.

- A. With respect to this endorsement, **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**, paragraph **e. Employer's Liability** is replaced by:

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
- (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions** of the policy:

This insurance does not apply to:

1. "Bodily injury" to:
- a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
 - b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or

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- c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable if such "bodily injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or
2. Any obligation of any insured to defend, indemnify or contribute with another because of "bodily injury" to:
- a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
 - b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
 - c. An employee of any contractor, subcontractor or sub-subcontractor; or
3. "Bodily injury" to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor, or that contractor, subcontractor or sub-subcontractor, or that "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured as a consequence of items 1. or 2. above.

This applies to all claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

- C. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection 2. **Exclusions** of the policy:

"Bodily injury" to:

- 1. Any worker; or
- 2. The spouse, child, parent, brother or sister of that worker as a consequence of paragraph 1. above.

- D. The following is added to **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, section 2. **Exclusions** of the policy:

This insurance does not apply to:

- 1. "Personal or advertising injury" to:
 - a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
 - b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
 - c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable; if such "personal or advertising injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "personal and advertising injury" to:
 - a. An "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured;
 - b. Any contractor, subcontractor or sub-subcontractor hired or retained by or for any insured; or
 - c. Any employee of any contractor, subcontractor or sub-subcontractor; or
3. "Personal and advertising injury" to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor, or that contractor, subcontractor or sub-subcontractor, or that "employee," "leased worker," "temporary worker" or "volunteer worker" of any insured as a consequence of items **1.** or **2.** above.

This applies to all offenses, claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of the policy remain the same.

Authorized Representative

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