

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EMPLOYER'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

- A. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. Exclusions, e. **Employer's Liability** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and **SECTION I - COVERAGES, PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions, e. **Employer's Liability** of the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM** and **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. Exclusions, f. **Employer's Liability** of the **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM** are deleted and replaced with the following:

This insurance does not apply to:

Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

- (1) Whether an insured may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or reimburse someone else who must pay damages because of the injury, including common law, contractual, statutory, or any other obligations; or
- (3) To any liability assumed under any contract or agreement.

- B.** As used in this endorsement, the **DEFINITIONS** section of this policy is amended by addition of the following:

"Casual worker" means:

- a. Any person, other than a person furnished to you by a labor union, who acts at the direction of and within the scope of duties determined by any insured, and is employed by any insured for a short time and for a limited and temporary purpose; or
- b. Any person for whom any insured, or a labor leasing firm acting on behalf of any insured, does not withhold federal income taxes or pay federal unemployment tax.

C. As used in this endorsement, the **DEFINITIONS** section of this policy is amended by addition of the following:

"Employee" also includes persons compensated or paid:

- a. Without benefit of income tax withholding by either state or federal government; or
- b. As documented by Internal Revenue Service form 1099
but only while acting at the direction of and within the scope of their duties for the insured.

D. As used in this endorsement, the definition of "temporary worker" within the **DEFINITIONS** section of this policy is deleted and replaced with the following:

"Temporary worker" means any person who is:

- a. Furnished to you to substitute for a permanent "employee";
- b. A short-term worker; or
- c. Not an "employee or "volunteer worker".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.