**COMMERCIAL GENERAL LIABILITY**

**evanston insurance company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – EMPLOYER'S LIABILITY AND**

**BODILY INJURY TO CONTRACTORS OR SUBCONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

**A.** The **Employer’s Liability** exclusion under Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

Employer's Liability

"Bodily injury" to:

(1) An "employee", “volunteer worker” or “temporary worker” 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;

(2) Any other person who performs labor in any capacity for or on behalf of any insured, with or without any form of compensation; or

(3) The spouse, partner, child, parent, brother, sister or any other relative of any person described in Paragraph (1) or (2) above as a consequence of Paragraph (1) or (2) 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.

This exclusion applies to any liability assumed under an “insured contract”.

**B.** The following exclusion is added to Bodily Injury And Property Damage Liability:

This insurance does not apply to:

**Bodily Injury To Contractors Or Subcontractors**

“Bodily injury” to any:

(1) Contractor or subcontractor while working on behalf of any insured;

(2) Employee, volunteer worker, leased worker or temporary worker of such contractor or subcontractor indicated in Paragraph (1) above;

(3) Additional subcontractor, including the employees, volunteer workers, leased workers or temporary workers of such contractor or subcontractor indicated in Paragraph (1) above; or

(4) Any other person who performs labor in any capacity for or on behalf of any person indicated in Paragraph (1), (2) or (3) above, with or without any form of compensation.

This exclusion applies:

(a) Even if the claim against any insured alleges negligence or other wrongdoing in the:

(i) Selection, hiring or contracting;

(ii) Investigation;

(iii) Supervision or monitoring;

(iv) Training; or

(v) Retention

of any contractor or subcontractor for whom any insured is or was legally responsible and whose acts or omissions would be excluded by Paragraph (1), (2), (3) or (4) above.

(b) Whether the insured may be liable as an employer or in any other capacity;

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and

(d) To liability assumed by the insured under an “insured contract”.

All other terms and conditions remain unchanged.