

EMPLOYER'S LIABILITY EXCLUSION

Third Party Action Over For Use with 1/88 and 3/93 General Liability Coverage Forms

This endorsement is subject to the *terms* contained in *your* policy.

WHAT WE DO NOT PAY FOR

In the General Liability Coverage form, exclusion k) in the LS-1, LS-3, LS-4, LS-5 and LS-6 or exclusion i) in the LS-8 is deleted and replaced with the following exclusion.

We do not pay for bodily injury to:

- (1) any *employee* of an *insured* arising out of and in the course of their employment by an *insured*;
- (2) any *employee* of an *insured* arising out of and in the course of performing duties related to the conduct of the *insured's business*:
- (3) any contractor or subcontractor of an *insured*, or *employee* of any contractor or subcontractor of an *insured*, if such *bodily injury* is sustained arising out of and in the course of rendering or performing services of any kind for or on behalf of an *insured*; or
- (4) a spouse, child, parent, or sibling of such *employee*, contractor, subcontractor or *employee* of any contractor or subcontractor as a consequence of (1), (2) or (3) above.

This exclusion applies:

- (a) to all claims and suits by any person or organization for damages whether an insured may be liable as an employer or in any other capacity because of bodily injury, including damages for care and loss of services, and to any obligation of an insured to indemnify or contribute with another because of damages arising out of such injury; and
- (b) to liability assumed by an *insured* under an *insured contract* or *incidental contract*, whichever is applicable to *your* policy.

All other terms and conditions remain unchanged.