

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTION OVER EXCLUSION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

SCHEDULE

State(s):

In consideration of the premium paid, it is hereby agreed that the exclusion Employer's Liability in Section I – Coverages, Commercial General Liability Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, is deleted in its entirety and replaced with the following:

This insurance does not apply to:

Employer's Liability

"Bodily Injury" to:

1. An "employee" of the named insured arising out of and in the course of:
 - a. Employment by the named insured in the state(s) shown in the Schedule above; or
 - b. Performing duties in the state(s) shown in the Schedule above related to the conduct of the named 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:

1. Whether the named insured may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of this policy remain unchanged.