

COMMERCIAL GENERAL LIABILITY MAX

HOIST COLLISION EXTENSION ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. INSURING AGREEMENT

- 1.1. We will pay the Insured for damage caused to "to a hydraulic or mechanical hoist, or property carried on such hydraulic or mechanical hoist caused by accidental collision of such hoist with another object.
- 1.2. This insurance applies to **property damage** only if:
 - 1.2.1. The **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 - 1.2.2. The **property damage** occurs during the **policy period**; and
 - 1.2.3. Prior to the **policy period**, no Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED of the Commercial General Liability Max Form and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **property damage** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **property damage** occurred, then any continuation, change or resumption of such **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- 1.3. **Property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED of the Commercial General Liability Max Form or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
- 1.4. **Property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of SECTION II – WHO IS AN INSURED of the Commercial General Liability Max Form or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - 1.4.1. Reports all or any part, of the **property damage** to us or any other insurer;
 - 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **property damage**; or
 - 1.4.3. Becomes aware by any other means that **property damage** has occurred or has begun to occur.

2. LIMIT OF INSURANCE

- 2.1. The Limit of Insurance shown in the Declaration Page(s) is the most we will pay because of an occurrence covered under this Endorsement.
- 2.2. The Limit of Insurance for this Endorsement is part of, and not in addition to, the Limit of Insurance shown in the Declaration Page(s) for Coverage A – Bodily Injury and Property Damage Liability. If more than one hydraulic or mechanical hoist is specified in the Declaration Page(s), the Limit of Insurance is as shown in the Declaration Page(s) for this Endorsement applies to each such hoist insured.

3. EXCLUSIONS

This insurance does not apply to:

- 3.1. Loss of use of property owned by the Insured;
- 3.2. **Property damage** resulting directly or indirectly from the breaking, burning out or disrupting of any electrical machine not located within the hoist;
- 3.3. **Property damage** resulting directly or indirectly from fire, however caused.

All other terms and conditions of the Policy remain unchanged.