

COMMERCIAL GENERAL LIABILITY MAX

CCDC GENERAL LIABILITY 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. The following paragraph is added to SECTION II – WHO IS AN INSURED in the Commercial General Liability Max form:

4. Additional Named Insured

Each of the following is added as a Named Insured but only with respect to liability arising out of or attributable to the work of the Named Insured shown in the Declaration Page(s), as described below.

	Name	Mailing Address	Interest in Project (ie. Owner, Consultant)
i.			
ii.			
iii.			

Name of Project:

Construction of:

Located at:

Description of Named Insured's Work:

2. Paragraph 9.2. under 9. CANCELLATION – TERMINATION of SECTION V – GENERAL LIABILITY CONDITIONS in the Commercial Policy Conditions and Statutory Conditions form is deleted and replaced by the following:

9.2. This Policy may be cancelled or terminated:

- 9.2.1. In the event of cancellation for non-payment of premium, this Policy may be cancelled by the Insurer giving to the Insured fifteen (15) days notice in writing of cancellation by registered post or personally delivered;
- 9.2.2. In the event of cancellation for any reason other than for non-payment of premium, at any time by the Insurer giving to the Named Insured 30 days notice in writing of cancellation by registered mail or personal delivery, and refunding the excess of paid premium beyond the earned premium computed pro rata for the expired time. Repayment of excess premiums may be made by money, post office order, postal note or cheque. Such payment shall accompany the notice.

3. Paragraph 2.16. Professional Services under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I – COVERAGES in the Commercial General Liability max form is deleted and replaced by the following:

This insurance does not apply to:

2.16. Professional Services

Bodily injury or property damage due to the rendering or failure to render by you or on your behalf of any **professional services** for others, or any error or omission, malpractice or mistake in providing these services.

4. Paragraph 26. Products-Completed Operations Hazard under SECTION IV – DEFINITIONS is deleted and replaced by the following:

26. Products-completed operations hazard

26.1. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

26.1.1. Products that are still in your physical possession; or

26.1.2. Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

26.1.2.1. When all of the work called for in your contract has been completed;

26.1.2.2. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;

26.1.2.3. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

26.2. Does not include **bodily injury** or **property damage** arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

26.3. This coverage shall remain in force for a period of twelve (12) months following the completion date of the project, should this occur prior to the indicated expiry date. If this policy is terminated in accordance with the General Conditions – Cancellation-Termination Clause, coverage provided by this extension will cease in accordance with such terms.

5. Sub-paragraph 1.2. under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I – COVERAGES in the Commercial General Liability Max form is deleted and replaced by the following:
- 1.2. This insurance applies to **bodily injury** and **property damage** only if:
- 1.2.1. The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- 1.2.2. The **bodily injury** or **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 and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **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 **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; and
- 1.2.4. The **bodily injury** or **property damage** arising out of explosion, vibration, removal or weakening of support operations is performed by you.

All other terms and conditions of the Policy remain unchanged.