

COMMERCIAL GENERAL LIABILITY COVERAGE

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold 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 the terms, conditions, limitations and exclusions of such Form.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES is amended to include the following:

10. DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

- 10.1. For all sums which the Insured becomes legally obligated to pay as **compensatory damages** caused by **occurrences** under Coverage A, and for all Medical Payments caused by accidents under Coverage C, which can be attributed only to operations at a single designated construction project site shown in the Schedule of Designated Location(s) attached to this Form:
 - 10.1.1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declaration Page(s);
 - 10.1.2. Subject to paragraphs 4. and 7. of **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES**, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all **compensatory damages** under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, and for Medical Payments under Coverage C regardless of the number of:
 - 10.1.2.1. Insureds;
 - 10.1.2.2. Claims made or **actions** brought; or
 - 10.1.2.3. Persons or organizations making claims or bringing **actions**;
 - 10.1.3. Any payments made under Coverage A for **compensatory damages** or under Coverage C for Medical Payments shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule of Designated Locations attached to this Form;
- 10.2. The sums which the Insured becomes legally obligated to pay as **compensatory damages** caused by **occurrences** under Coverage A, and the Medical Payments caused by accidents under Coverage C, which cannot be attributed only to operations at a single designated construction project shown in the Schedule of Designated Construction Project will not reduce any Designated Construction Project General Aggregate Limit applicable to any construction project;
- 10.3. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit, and shall not reduce the Designated Construction Project General Aggregate Limit;
- 10.4. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project;
- 10.5. The provisions of **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLES** not otherwise modified by this Endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.