

COMMERCIAL GENERAL LIABILITY MAX

UNDERGROUND PROPERTY DAMAGE – WARRANTY

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.

It is warranted and made a condition precedent to recovery under this Policy that the Insured and others acting on behalf of the Insured including the Insured's servants, agents, **employees**, subcontractors and assigns will comply with the following warranties when any digging, drilling, scraping or excavating or similar operations is performed by the Insured or on the Insured's behalf, or over which the Insured directly or indirectly exercises any control, or with respect to any contracts entered into by any Insured, with respect to such operation(s). The Insured shall, prior to commencing such operations, do the following:

1. Make all necessary enquiries from the appropriate public utility, private company, individual, franchise, federal, provincial, municipal authority or organization, with respect to the location and depth of any underground wiring, pipe, sewers, conduits, tracks, ducts, or other structure or device relating to the existence of transmission of water, hydro electricity, heat, steam, gas, petroleum products, telephone or telegram communications or other similar arrangements (hereinafter referred to as transmission lines);
2. Determine the character, size, position of such transmission lines;
3. Make such further personal inspection and investigation as seems reasonably necessary to determine the correctness of the information so obtained;
4. Obtain permission to proceed with the intended digging, drilling, scraping, and/or excavating operation from the appropriate companies, organizations or individuals owning, controlling or operating the said transmission lines before commencing such operations.

Failure of the Insured to comply with any of all of the above warranties will render the coverage provided under this Policy null and void for bodily injury or property damage arising from any digging, drilling, scraping, excavating or similar operations performed by or on behalf of or over which the Insured directly or indirectly exercises any control, or with respect to any contracts entered into by the Insured with respect to such operations of the Insured in the event that the Insured breaches this warranty and/or condition.

All other terms and conditions of the Policy remain unchanged.