

COMMERCIAL GENERAL LIABILITY MAX

TENANTS LEGAL LIABILITY – FIRE EXPOSURE

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. Paragraph 1. INSURING AGREEMENT under COVERAGE D – TENANTS' LEGAL LIABILITY of SECTION I – COVERAGES in the Commercial General Liability Max form is deleted and replaced by the following:

1. INSURING AGREEMENT

1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** because of **property damage** to which this insurance applies. This insurance applies only to **property damage** to premises of others (including building fixtures permanently attached thereto and loss of use thereof) rented to or occupied by the Insured, described and located as specified in the Declaration Page(s). We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking **compensatory damages** for **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:

1.1.1. The amount we will pay for **compensatory damages** is limited as described in Section III - Limits of Insurance and Deductibles; and

1.1.2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical payments under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.

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**;

1.2.2. The **property damage** occurs during the **policy period**;

1.2.3. The **property damage** arises out of the perils insured against listed below:

1.2.3.1. Fire;

1.2.3.2. **Explosion**;

1.2.3.3. **Smoke damage**;

1.2.3.4. **Sprinkler leakage**; and

1.2.4. 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 **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 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 **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 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. The following paragraph is added to 2. EXCLUSIONS under COVERAGE D – TENANTS' LEGAL LIABILITY of SECTION I – COVERAGES in the Commercial General Liability Max form:

This insurance does not apply to:

2.10. Alterations, Additions or Repairs

Property damage arising out of extraordinary alterations, additions or repairs, unless notice is given and consent of the Insurer obtained in writing.

3. DEFINITIONS

For the purpose of this Endorsement:

3.1. **Explosion** means:

3.1.1. Explosion originating in devices or apparatus owned, controlled or operated by the Insured, to explosion caused by the ignition of explosives, dust, gas or other inflammable substances, but shall not include explosion originating in internal combustion engines.

3.1.2. Notwithstanding anything heretofore to the contrary, the term **explosion** shall also include explosion however caused of:

3.1.2.1. Cylinders of replaceable service type, which are not owned by the Insured and filled and re-filled off the premises.

- 3.1.2.2. In the case of risks occupied as private dwelling houses only and so described in the Policy, hot water boilers and their expansion tanks and, if not heated by steam generated on the premises, water heaters and hot water storage tanks.
- 3.2. **Smoke damage** means smoke due to a sudden, unusual and faulty operation of any stationary boiler or furnace or its apparatus used solely or partly for heating the premises insured or for warming water. There shall in no event be any liability hereunder with respect to:
- 3.2.1. Any accumulative damage or depreciation resulting from operation of the boiler or furnace.
 - 3.2.2. Smoke from any open fireplaces or stoves.
 - 3.2.3. Smoke from any furnace or apparatus used solely for cooking, power or process. (Any such furnace or apparatus shall not be deemed as used for heating the premises by sole virtue of radiation therefrom).
- 3.3. **Sprinkler leakage** means the leakage or discharge of water or other fluid from within the equipment used solely or chiefly for fire protection purposes of the property insured and located on the premises insured or adjacent thereto, and loss or damage caused by the fall or breakage of said equipment.

All other terms and conditions of the Policy remain unchanged.