

COMMERCIAL GENERAL LIABILITY MAX

PILE-DRIVING 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 exclusion is added to 2. EXCLUSIONS under COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I - COVERAGES in the Commercial General Liability Max form:

- 2.24. Pile Driving

Property damage to buildings, structures, work or installations or **bodily injury** to persons within or on such property shall be excluded if said property is within 300 feet of any pile driving operations by or on behalf of the Insured unless specifically endorsed hereon.

We may extend this Policy to include liability arising from pile driving by or on behalf of the Insured which would otherwise be excluded by the above conditions provided:

2.24.1. The Insured shall submit full details to us prior to the commencement of the pile driving;

2.24.2. The coverage provided by this Policy shall not be effective until we agree to assume liability and such coverage is endorsed hereon; and

2.24.3. The Insured shall pay consulting engineering and prior inspection fees as may be required.

In the event we shall assume additional liability arising from pile driving which would otherwise be excluded from this Policy, we reserve the right to charge an additional premium for such extension.

IT IS WARRANTED THAT where pile driving operations have been specifically endorsed hereon and where a pile driving program had been laid out by a consulting engineer, the Insured shall do all pile driving in accordance with such program. Failure to comply with this warranty shall void any coverage which otherwise may be provided.

2. DEDUCTIBLE

Our obligation to pay **compensatory damages** on the Insured's behalf with respect to pile driving losses or claims applies only to the amount of **compensatory damages** in excess of the deductible amount as shown on the Declaration Page(s) for Deductible - Pile Driving.

All other terms and conditions of the Policy remain unchanged.