

COMMERCIAL GENERAL LIABILITY COVERAGE

CARE, CUSTODY AND CONTROL RESTRICTION 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.

Exclusion 2.8. under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I - COVERAGES** in the Commercial General Liability Max Form is deleted and replaced with the following:

This insurance does not apply to:

2.8. Damage to Property

Property damage to:

- 2.8.1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2.8.2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- 2.8.3. Property loaned to you;
- 2.8.4. Property in your care or custody, or control, including but not limited to:
 - 2.8.4.1. Property held by you for sale or entrusted to you for storage or safekeeping;
 - 2.8.4.2. Property being on premises that is owned or rented by you for the purpose of having operations performed on such property by the Insured;
 - 2.8.4.3. Property as to which the Insured is, for any purpose, exercising physical control;
- 2.8.5. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations;
- 2.8.6. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it; or
- 2.8.7. Property used by the Insured.

Sub-paragraphs 2.8.3., 2.8.4., 2.8.5., 2.8.6. and 2.8.7. of this exclusion do not apply to liability assumed under a sidetrack agreement and sub-paragraph 2.8.4. of this exclusion does not apply to **property damage** (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Insured.

Sub-paragraph 2.8.6. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.