

COMMERCIAL GENERAL LIABILITY COVERAGE

EXCLUSION AND DEFINITION AMENDMENT ENDORSEMENT — BROAD FORM COMPLETED OPERATIONS

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.

Exclusions 2.10., and 2.11. under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** in the Commercial General Liability Max Form are deleted and replaced with the following:

This insurance does not apply to:

2.10. Damage to Your Work

Property damage to your work where the **occurrence** is caused by or contributed to by one or more defects in **your work**, or **your work** as a whole. If **your work** has become a **products-completed operations hazard** and damage to **your work** is sudden and accidental, then this exclusion shall only apply to those parts of **your work** that are defective.

2.11. Damage to Impaired Property or Property not Physically Injured

Property damage to impaired property or property that has not been physically injured or destroyed, arising from:

2.11.1. a failure of **your product** or **your work** to meet a level of performance, quality, fitness or durability; or

2.11.2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

If such failure does not occur as one or more processes of gradual deterioration, whether expected or not, of:

2.11.3. one or more parts of **your product** or **your work**; or

2.11.4. **your product** or **your work** as a whole;

then this exclusion 2.11. does not apply to loss of use of tangible property other than **your product** or **your work** after such products or work have been put to their intended use.

Exclusions 2.10. and 2.11. above apply regardless of whether other causes acted concurrently or in any sequence to produce, contribute to, or aggravate the **property damage** or the loss of use.

For the purposes of this Endorsement, Definition **36. Your work** in **SECTION IV - DEFINITIONS** of the Commercial General Liability Max Form is deleted and replaced with the following:

36. Your work

36.1. Means:

36.1.1. **Your product** which is real property or which the Insured installs or incorporates into real property; or

36.1.2. Work, operations of construction performed by or on behalf of the Insured or under the supervision, management, or direction of the Insured; and

36.1.3. Any material, parts or equipment furnished in connection with work, operations or construction done by or on behalf of the Insured.

36.2. And includes:

36.2.1. Warranties or representations made at any time with respect to fitness, quality, durability, performance or use of **your work**;

and

36.2.2. Providing or the failure to provide warnings or instructions.

All other terms and conditions of the Policy remain unchanged.