

COMMERCIAL GENERAL LIABILITY COVERAGE

COURSE OF CONSTRUCTION WRAP-UP LIABILITY 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 paragraph is added to **SECTION II – WHO IS AN INSURED**:

4. The Named Insured specified in the Declaration Page(s) as owner or general contractor and is referred to as the Named Insured. Subcontractors, engineers, architects and consultants are included as Additional Insureds, but only while engaged directly or indirectly in work or services for the Named Insured. Together, the Named Insured and the Additional Insureds are the Insured. Manufacturers, other suppliers and service providers are included as Additional Insureds, but only while on the project site and only in regards to their conducting installation or construction work (if any) for the project as shown on the Declaration Page(s) or an Endorsement attached to the Policy. For manufacturers and suppliers, there is no coverage for any **bodily injury or property damage** within the **products-completed operations hazard**.

- 4.1. In consideration of an additional premium of \$1.00 (included in Policy premium), the insurance provided by this Policy is obtained by the Named Insured on his own behalf and as trustee for the benefit of any and all Additional Insureds who enter into a contract relating to the project shown on the Declaration Page(s) or on an Endorsement attached to the Policy. We shall not use lack of privity of contract as reason for denial of indemnity to Additional Insureds under this contract.

2. This Policy shall only pay on behalf of:

- 2.1. The Named Insured in regards to construction operations for the project described in the Declaration Page(s);
2.2. The Additional Insureds (subject to the provision specified in Paragraph 4. under **SECTION II – WHO IS AN INSURED** for manufacturers, other suppliers and service providers) directly or indirectly engaged in work or services for the Named Insured and only while at the site of the project described in the Declaration Page(s).

3. Exclusion 2.8. under section 2. **EXCLUSIONS of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** in the Commercial General Liability Max Form is deleted and replaced by 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 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 of every kind and description either forming part of or to form part of the project described above and any material and supplies used in the construction of the project shown on the Declaration Page(s) or on an Endorsement attached to the Policy. This exclusion shall not apply to structures existing at the site of the project at the inception of the Policy.

Sub-paragraphs 2.8.3., 2.8.4., 2.8.5., and 2.8.6. 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**.

4. **EXTENSIONS OF COVERAGE**

- 4.1. For **bodily injury or property damage** included in the **products-completed operations hazard**, a coverage extension period (the duration of which is specified in sub-paragraph 4.2. of this Endorsement) shall apply, beginning at the earliest of the following times:

- 4.1.1. At the end of the **policy period** stated in the Declaration Page(s); or
4.1.2. After substantial completion of the entire project shown on the Declaration Page(s) or on an Endorsement attached to this Policy;

At which time the above Exclusion 2.8.7. of this particular Form is deleted.

If more than one building comprises the project, completed operations coverage for each building begins after the substantial completion of each such building.

4.2. In regards to the **products-completed operations hazard**, this coverage shall remain in force for the period as shown on the Declaration Page(s) following the completion date of the project.

4.2.1. All Completed Operations coverage will cease on the date so specified.

These Extensions of Coverage 4.1. and 4.2. apply only to **bodily injury** or **property damage** within the **products-completed operations hazard**.

5. OTHER INSURANCE

Notwithstanding any contrary provision contained in the Commercial Policy Conditions and Statutory Conditions Form G021 or elsewhere within this Policy, if any Insured under this Endorsement has insurance against a loss covered by this Policy, it is agreed that this Policy shall provide cover as primary insurance and such other insurance shall be in excess of the limits stated herein.

All other terms and conditions of the Policy remain unchanged.