

COMMERCIAL UMBRELLA LIABILITY

MUNICIPALITIES ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold 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 Umbrella Liability Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. Paragraph 2.3. Damage to Property under 2. EXCLUSIONS of SECTION I – COVERAGE in the Commercial Umbrella Liability Form is deleted and replaced by the following:

This insurance does not apply to:

- 2.3. Property Damage

Property damage to property that is:

- 2.3.1. Owned or occupied by or rented to or leased to the Insured;
- 2.3.2. Used by an Insured; or
- 2.3.3. In the care, custody or control of the Insured or in regard to which an Insured is exercising physical control.

Property damage to:

- 2.3.4. 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; or
- 2.3.5. Any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it. If a policy listed in the Schedule of Underlying Insurance excludes damage only to that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it, this exclusion 2.3.5. shall also exclude **property damage** only to that particular part of such property. In that event, coverage under this Policy applies only to such risks for which coverage is afforded by the **underlying insurance** and will not be broader than the coverage afforded by such **underlying insurance**.

2. Paragraph 2.7. Professional Services in 2. EXCLUSIONS under SECTION I – COVERAGE in the Commercial Umbrella Liability Form is deleted and replaced by the following:

- 2.7. Professional Services

- 2.7.1. **Bodily injury** (other than **incidental medical malpractice**), or **property damage** due to the rendering of or failure to render by you or on your behalf of any **professional services** for others, or any error or omission, malpractice or mistake in providing those services.

- 2.7.2. **Bodily injury, property damage, personal injury, or advertising injury** arising out of:

- 2.7.2.1. The use, preparation or approval of maps, plans, building permits, opinions, reports, surveys, designs, or specifications, by or on behalf of the Insured; or
- 2.7.2.2. Supervisory, inspection or engineering services by or on behalf of the Insured; or
- 2.7.2.3. The preparation of documents relative to the operation of any data processing systems equipment.

3. Paragraph 2.16. Insureds in Media and Internet Type Businesses under 2. EXCLUSIONS of SECTION I – COVERAGE in the Commercial Umbrella Liability Form is deleted and replaced by the following:

This insurance does not apply to:

- 2.16. Insureds in Media and Internet Type Businesses

Personal injury or advertising injury committed by an Insured whose business is:

- 2.16.1. Advertising, broadcasting, publishing or telecasting;
- 2.16.2. Designing or determining content of web-sites for others; or
- 2.16.3. An Internet search, access, content or service provider.

For the purposes of this exclusion, the placing of frames, border or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

4. The following paragraphs are added to 2. EXCLUSIONS under SECTION I – COVERAGE in the Commercial Umbrella Liability Form:

This insurance does not apply to:

- 2.29. Airport Premises

Bodily injury, property damage or personal injury arising out of the ownership, maintenance, use or operation of airfields, runways, hangars, buildings or other properties in connection with aviation activities or airports.

- 2.30. Failure to Supply Electricity, Gas or Water

Bodily injury, property damage or personal injury arising out of the complete or partial failure to supply electricity, gas or water.

- 2.31. Riot, Civil, Commotion, Civil Disturbance, Protest or Demonstration

Bodily injury, property damage or personal injury arising out of any riot, riot attending a strike, civil commotion, civil disturbance, protest or demonstration, or out of any act or condition incidental to the prevention or suppression of any of the foregoing.

5. Paragraph 3.4. Aircraft in 3. CONDITIONAL EXCLUSIONS TO UNDERLYING INSURANCE under SECTION I – COVERAGE in the Commercial Umbrella Liability Form is deleted and replaced by the following:
- 3.4. Aircraft
- 3.4.1. **Bodily injury or property damage** arising out of:
- 3.4.1.1. The ownership, maintenance, use, operation or entrustment to others by or on behalf of any Insured of any aircraft or any air cushion vehicle;
- 3.4.1.2. The ownership, use, operation or entrustment by or on behalf of any Insured of any premises for the purpose of an airport or an aircraft landing area;
- 3.4.1.3. All operations that are necessary or incidental to sub-paragraphs 3.4.1.1. or 3.4.1.2. above;
- 3.4.1.4. Use includes **loading or unloading**;
- 3.4.1.5. Work or operations conducted by or on behalf of the Insured at airport premises or airport property (including but not limited to any runway, hangar, taxiway, apron, or air traffic control facility).
- 3.4.2. However, this exclusion will not apply if the aircraft or air cushion vehicle is:
- 3.4.2.1. Not owned by the Insured; and
- 3.4.2.2. Loaned, rented or hired by or on behalf of the Insured with paid crew
6. The following paragraphs are added to 3. CONDITIONAL EXCLUSIONS TO UNDERLYING INSURANCE under SECTION I – COVERAGE in the Commercial Umbrella Liability Form:
- This insurance does not apply to the following**, except to the extent that such coverage is provided under the **underlying insurance**. In that event, coverage under this Policy applies only to such risks for which coverage is afforded by such **underlying insurance** and will not be broader than the coverage afforded by such **underlying insurance**:
- 3.7. Blasting, Explosion and Collapse
- Property damage** arising out of:
- 3.7.1. Blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or
- 3.7.2. The collapse of or structural injury to any building or structure due to:
- 3.7.2.1. Grading of land, excavation, burrowing, filling or back-filling, tunneling, pile driving, coffer-dam work, or caisson work, or
- 3.7.2.2. Moving, shoring, underpinning, raising or demolition or any building or structure or removal or rebuilding of any structural support thereof.
- 3.8. Underground Property
- Property damage** of wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling, or pile driving.
- 3.9. Personal Injury
- Personal injury** arising out of:
- 3.9.1. False arrest, detention or imprisonment;
- 3.9.2. Malicious prosecution;
- 3.9.3. The wrongful eviction from, wrongful entry into, or invasion of the right of the rights of privacy;
- 3.9.4. Libel, slander, defamation of character, or humiliation.

All other terms and conditions of the Policy remain unchanged.