

COMMERCIAL UMBRELLA LIABILITY

OIL AND GAS LIMITATION 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. Modifications to Paragraph 2. **EXCLUSIONS** under **SECTION I – COVERAGE** in the Commercial Umbrella Liability Form:

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

This insurance does not apply to:

2.7 Professional Services

Bodily injury or **property damage** due to the rendering of or the 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.

- 1.2. The following exclusions are added to 2. **EXCLUSIONS** under **SECTION I – COVERAGE** in the Commercial Umbrella Liability Form:

This insurance does not apply to:

2.29. Offshore Operations

Property damage arising from, caused by or contributed to by **offshore operations**, even if there are other concurrent or consecutive insured causes of the **property damage**.

2.30. Damages Claimed by Any Co-Owner

Property damages, claimed by any co-owner of the working interest, and arising from operations in which you are a co-owner of the same working interest;

2. Modifications to Paragraph 3. **CONDITIONAL EXCLUSIONS TO UNDERLYING INSURANCE** under **SECTION I – COVERAGE** in the Commercial Umbrella Liability Form by the addition of the following conditional exclusions:

This insurance does not apply to the following, except to the extent that such coverage is not specifically excluded above and to the extent that such coverage is provided under the **underlying insurance**, at the full limits of liability as set out in Schedule of Underlying Insurance:

3.7. Underground Property

Property damage to **underground property** including but not limited to:

- 3.7.1. Impairment to or reduction in the value of the **underground property**;
3.7.2. The increased cost of bringing **underground property** to physical possession at the earth's surface;
3.7.3. Expense incurred to prevent or to minimize **property damage** to **underground property**.

This exclusion 3.7. shall not apply to **property damage** within the **products-completed operations hazard** if no Insured has a legal or equitable interest in the **underground property** and the **property damage** does not occur while the **underground property** is being worked on by an Insured.

3.8. Subsidence

Property damage arising from, caused by or contributed to by subsidence in connection with subsurface operations of the Insured (including operations in the ground below any body of water or watercourse);

3.9. Blow-Out or Cratering of Well

Property damage to property located on or above the surface of the earth and arising from, caused by or contributed to by a blow-out or cratering of any well;

3.10. Unrestrained Flow of Drilling Fluid, Oil, Gas or Water

Any cost or expense incurred in connection with controlling or bringing under control any well from which the flow of drilling fluid, formation fluid(s), oil, gas, or water is completely or partially unrestrained;

3.11. Wrap-Up Liability Insurance

Property Damage arising out of any project while insured under a policy of wrap-up Liability Insurance or any similar rating plan;

3. **DEFINITIONS**

For the purpose of this Endorsement:

- 3.1. **Offshore operations** means any work or operations upon the surface of (including upon any ice on the surface of), beneath the surface of, or in the ground below any body of water or watercourse, including but not limited to fresh or salt water oceans, seas, lakes, sloughs and rivers.

3.2. **Underground property** means:

- 3.2.1. Any substance, including but not limited to coal, oil, gas, minerals or water (and including any legal or equitable interest therein) that is not in physical possession of an Insured at the earth's surface at the time of any act or omission which causes or contributes to **property damage** to such substance; or
3.2.2. Any well, hole, mine, formation, strata or area beneath the earth's surface in or through which exploration for or production of any substance (including but not limited to coal, oil, gas, minerals or water and including any legal or equitable interest therein) is or will at any time be conducted; or
3.2.3. Any drilling, well servicing or mining machinery or equipment (including but not limited to casings, pipes, bits, tools and pumps) located in any well, hole, mine, formation, strata or area beneath the earth's surface at the time of any act or omission which causes or contributes to **property damage** to such machinery or equipment.

All other terms and conditions of the Policy remain unchanged.