

## COMMERCIAL UMBRELLA LIABILITY

# CONTRACTORS ENDORSEMENT (UNDERLYING WRAP-UP CLAUSE)

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 in its entirety.
2. 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. Damage to Property

**Property damage** to:

- 3.7.1. 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;
- 3.7.2. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- 3.7.3. Property loaned to you;
- 3.7.4. Personal property in your care, custody or control including but not limited to:
  - 3.7.4.1. Property held by you for sale or entrusted to you for storage or safekeeping;
  - 3.7.4.2. Property being on premises that is owned or rented by you for the purpose of having operations performed on such property by the Insured;
- 3.7.5. 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; or
- 3.7.6. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Sub-paragraph 3.7.2. of this exclusion does not apply if the premises are **your work** and were occupied, rented or held for rental by you, for a period not exceeding twelve (12) months.

Sub-paragraphs 3.7.3., 3.7.4., 3.7.5. and 3.7.6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Sub-paragraph 3.7.6. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

3.8. Blasting or Explosion

**Property damage** arising out of:

- 3.8.1. Blasting or explosion other than the explosion or air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment; or
- 3.8.2. Collapse of or structural injury to any building or structure due to
  - 3.8.2.1. Grading of land, excavation, burrowing, filling or back-filling, tunnelling, pile driving, coffer-dam work or caisson work, or
  - 3.8.2.2. Moving, shoring, underpinning, raising or demolition or any building or structure or removal or rebuilding of any structural support thereof, or
- 3.8.3. Injury to or destruction 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. Project Insured Under Wrap-Up Liability Insurance

**Bodily injury, property damage or personal injury** arising out of any project insured under a wrap-up liability insurance or any similar rating plan.

3. The following paragraph is added to 2. EXCLUSIONS under SECTION I – COVERAGE in the Commercial Umbrella Liability Form:

**This insurance does not apply to:**

2.29. Joint Ventures

**Bodily injury, property damage or personal injury** arising out of any joint venture.

All other terms and conditions of the Policy remain unchanged.