

COMMERCIAL UMBRELLA LIABILITY

EXCLUSION & DEFINITION AMENDMENT ENDORSEMENT – BROAD FORM COMPLETED OPERATIONS

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 2.5. Damage to Your Work and paragraph 2.6 damage to Impaired Property or Property Not Physically Injured under 2. EXCLUSIONS of SECTION I – COVERAGE in the Commercial Umbrella Liability form are 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 Your Work

Property damage to your work where the **occurrence** is caused by or contributed 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.

3.8. 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 out of, resulting from or contributed to by:

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

3.8.2. 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:

3.8.3. One or more parts of **your product** or **your work**, or

3.8.4. **Your product** or **your work** as a whole;

then this exclusion 3.8 does not apply to loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it have been put to its intended use.

Exclusions 3.7 and 3.8 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.

3. Paragraph 38. Your work under SECTION V – DEFINITIONS in the Commercial Umbrella Liability form is deleted and replaced by the following:

38. **Your work**

38.1. Means:

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

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

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

38.2. Includes:

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

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

All other terms and conditions of the Policy remain unchanged.