UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 017 03 (02/20)

CONSTRUCTION PROJECT ENDORSEMENT

This endorsement modifies the coverage provided under this policy under the following coverage part:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Project Schedule

1. Name of Project:	
2. Term of Project:	
3. Description of Project:	
4. Sponsor or Organizer of Project:	
5. Location of Project:	
6. General Contractor:	

A. The following is added to **SECTION I – FOR ALL COVERAGES** provided under the policy:

This policy applies only to “bodily injury”, “property damage”, and “personal and advertising injury” arising out of the scheduled project designated in the above **Project Schedule**.

B. “**SECTION II – WHO IS AN INSURED**” is amended to include the Sponsor or Organizer of this project, the project Owner, the General Contractor, and those licensed subcontractors of every tier “enrolled” in the Owner or Contractor Controlled Insurance Program for the Project in the Project Schedule above. Coverage under this policy for all insureds is limited to, and only applies with respect to liability arising out of the Project scheduled above.

C. Except with respect to the **LIMITS OF INSURANCE**, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or “suit” is brought.

D. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This insurance does not apply to “property damage” to the Project designated in the Construction Project Endorsement (the "Project") made part of this policy, or any part of the

Project, that occurs during the course of construction. The Project will be deemed to be within the course of construction until the entire Project satisfies the definition of “products-completed operations hazard” as defined in the Construction Project Endorsement.

E. The following changes are made to **SECTION I** – **COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

1. **Exclusion j. Damage to Property - (1)** does not apply to property that has received a certificate of occupancy from the controlling public entity.

2. **Exclusion j. Damage to Property – (2)** is deleted in its entirety and replaced by the following:

   (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises. This exclusion does not apply if the premises are “your work”.

3. **Exclusion k. Damage to your Product** is deleted in its entirety and replaced by the following:

   “Property damage” to “your product” arising out of it or any part of it. This exclusion does not apply if “your product” is, or is incorporated into, the project designated in the Project listed in the Construction Project Endorsement made part of this policy.

4. **Exclusion l. Damage to your Work** is deleted in its entirety.

F. **SECTION III – LIMITS OF INSURANCE** is amended as follows:

The following language is deleted in its entirety:

> The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

And replaced by the following:

> The Limits of Insurance shown on the Declarations are the most we will pay for all damages to which this policy applies, regardless of the length of time this policy is in effect, or the number of claims or suits brought against any or all insureds.

G. Paragraph **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

This insurance is primary and non-contributory with respect to the Project listed in the Construction Project Endorsement made part of this policy (the "Project"), unless other insurance is written specifically to apply to the same Project on a primary basis, in which case this insurance will share in equal shares with that other insurance.

H. **SECTION V – DEFINITIONS**, 16. “products-completed operations hazard” is deleted and replaced by the following:

1. “Products-completed operations hazard” includes all “bodily injury” and “property damage” arising out of “your product” or “your work” except:

   a. Products that are still in your physical possession; or
   b. Work that has not been completed during the policy term.

2. “Your work” will be deemed completed at the earliest of the following times:

   a. Completion and acceptance of the entire Project shown in the Schedule of the Construction Project Endorsement (the "Project") by all parties designated in all construction-related agreements respecting the Project;
   b. When all of the work to be done at the site where the “bodily injury” or “property damage” occurred has been completed if the Project calls for work at more than one site;
   c. When that part of the work done at the Project has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same Project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

I. SECTION V – DEFINITIONS, is amended by the addition of the following definitions:

“Enrolled” means the authorized participation in the Owner or Contractor Controlled Insurance Program for the Project, as confirmed by the following:

a. The issuance of a certificate evidencing enrollment by or on behalf of the Sponsor or Organizer of the Project; and
b. The signing of a written contract by the First Named Insured (as described in part B of this endorsement) for work that is part of the Project, prior to commencement of work for or on behalf of the Named Insured, that expressly provides that the contractor is enrolled.

“Policy period” means the period of time from the Effective Date shown in the Declarations to the earlier of the Expiration Date shown in the Declarations or if cancelled, the effective date of cancellation.

“Repair work” means the repair, correction or replacement of “your work” that is performed after the time that “your work” is deemed completed as described in the subparagraph H. 2. of this endorsement, and which work is performed pursuant to the requirements of an express warranty or guarantee provided by the insured, the insured’s customer service program, or a statute authorizing or requiring such work.

J. LIMITED EXTENSION FOR “REPAIR WORK”. Insurance for “bodily injury” and “property damage” is subject to Limited Extension For “Repair Work” as follows:

1. The policy period is extended for an additional period of time with respect to liability for “bodily injury” or “property damage” arising out of “repair work”. This coverage extension period shall commence at the earlier of:

   a. the date that “your work” is deemed completed as defined in subparagraph H.2. above; or

b. the Expiration Date shown in the Declarations of this policy.

2. This coverage extension for “repair work” shall end as of the expiration of any express warranty or guarantee provided by the insured or statutory time period for such “repair work”. However, such extension shall not exceed ten (10) years from the date of the commencement of the coverage extension period. Any such express warranty or guarantee must be in effect prior to commencement of the “repair work”, and the “repair work” must be performed by a licensed contractor “enrolled” in the policy during the “policy period” or by any other licensed contractor to which we consent, which consent shall not be unreasonably withheld.

3. This extension applies only to work completed, as defined in H.2. above, during the policy period, in connection with the Project scheduled above and any buildings or areas contained therein.

K. **LIMITED COMPLETED OPERATIONS**

1. Solely with respect to liability for “bodily injury” or “property damage” included in the “products-completed operations hazard”, the insurance provided by this policy is extended for an additional period of time. This coverage extension will commence at the time that “your work” is deemed to be completed, as described in subparagraph H.2. of this endorsement. The coverage extension period will be equal to the applicable statute of limitations for any claim or “suit” for such “bodily injury” or “property damage” as provided by the controlling law of the jurisdiction where the claim or “suit” is brought or filed. However such extension shall not exceed ten (10) years from the earlier of (a) the date “your work” is completed as defined in subparagraph H.2. of this endorsement or (b) ten (10) years from the expiration date of this policy.

2. This extension applies only to work completed in its entirety during the policy period in connection with the Project scheduled above and any buildings or areas contained therein.

3. The **LIMITS OF INSURANCE** for the policy period continue to apply and are not separate or different from, increased with respect to, or reinstated for, the extension periods referred to above.

4. If this policy is cancelled for any reason prior to the point in time that “your work” is deemed to be complete (as described in subparagraph H.2. of this endorsement) in its entirety with respect to the Project scheduled above, then the extensions described herein will not apply.

5. We may cancel the insurance provided by the coverage extension described herein if you fail to pay any additional premium due to us as determined by a premium audit.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.