**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VEN 008 00 (05/19)**

# COMMERCIAL GENERAL LIABILITY AMENDMENT TO INSURING AGREEMENT and ADDITIONAL EXCLUSIONS AND DEFINITIONS ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** Exclusion 2.f of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

**Pollution**

1. "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

   This exclusion does not apply to:

   a. "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

   b. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

      (1) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

      (2) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

2. Any loss, cost or expense arising out of any:

   a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

   b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

3. “Bodily Injury”, “property damage” or “personal and advertising injury” arising out of, related to, or attributable to, in whole or in part, runoff or escape of water, silt, soil, or other debris or materials from any job site or property of any insured caused by any precipitation or other weather event, including but not limited to any actual or alleged failure to adequately maintain containment or to otherwise protect against or prevent the runoff or escape of water, silt, soil,

or other debris/materials from any worksite of any insured.

**B. SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** is amended to add the following exclusion to paragraph 2.

"Personal and advertising injury" to an "employee" of the insured which arises out of or is in the course of their employment by the insured.

**C. SECTION III - LIMITS OF INSURANCE** is amended to add the following to paragraph 5.:

The Each Occurrence Limit is the most we will pay regardless of the number of primary liability policies issued to any insured by us which may apply to the same "occurrence", claim, or suit.

**D.** The following exclusions are added as **Additional Exclusions** applicable to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** AND **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to, and we shall have no duty to investigate or defend any insured in connection with any liability, claim, or "suit" for:

**1. Punitive or Exemplary Damage, Fines, and Penalties:**

Exemplary or punitive damages, fines or penalties, based upon, arising out of, or imposed by or under any law, statute, or ordinance of any federal, state or municipal government agency, or any other types of fines, penalties, punitive damages, exemplary damages, treble damages, or the multiplication of compensatory damages, of any nature. We will not have an obligation to pay for any costs, interests or damages attributable to punitive or exemplary damages, or any fines or penalties of any nature under any statute, rule, or order of a court.

This exclusion does not apply to the extent that the foregoing is expressly prohibited by state law or insurance department regulation.

**2. Abuse or Molestation**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of:

a. The actual, alleged or threatened abuse, harassment or molestation, whether physical, sexual or emotional, by anyone of any person while in the care, custody or control of any insured, or

b. The negligent:
(1) Employment;
(2) Investigation;
(3) Supervision;
(4) Reporting to the proper authorities, or failure to so report; or
(5) Retention;
of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 3.a. above.

**3. Pre-Existing Injury or Damage**

a. "Bodily injury, "property damage" or "personal and advertising injury", whether known or unknown to the Named Insured:

(1) which first occurred prior to the inception date of this policy or the retroactive date of this policy, if any; or

(2) which is, or is alleged to be, in the process of occurring as of the inception of this policy or the retroactive date of this policy, if any; even if the "occurrence continues during this policy period.

b. This exclusion shall apply whether or not the insured's legal obligation to pay damages in respect of such damage, defect, deficiency, inadequacy or dangerous condition was established before the inception date of this policy.

c. Any incidents or occurrences arising out of actual or alleged "bodily injury", "property damage" or "personal and advertising injury" which are in the process of settlement, adjustment or "suit" as of the inception of this policy or the retroactive date of this policy, if any.

**4. Operations Covered by a Project Policy**

"Bodily Injury", "property damage", or "personal and advertising injury" arising out of "your work" when other liability insurance covers you for "your work" arising out of a specific project or operations at a location designated in the other liability insurance policy. This exclusion applies whether or not the other insurance has limits adequate to cover all claims or remains in effect, and whether or not all of

"your work" in connection with the project or development is covered under the project-specific policy.

**5. Athletic Activities**

"Bodily injury", "property damage", or "personal and advertising injury" to any person or organization while practicing for or participating in any contest or exhibition of an athletic or sports nature. This exclusion includes but is not limited to injury or damage to any person or organization while rehearsing, practicing, instructing, or in any way participating in physical exercises or games, sports, or athletic contests or exhibitions.

**6. Cross Suits**

"Bodily injury", "property damage", or "personal and advertising injury" arising from claims or "suits" brought by:

a. One Named Insured against another Named Insured;

b. Any parent company, parent corporation, or holding company that owns any interest in any Named Insured, or any subsidiary company or subsidiary corporation which owns any interest in any Named Insured;

c. Any other company or corporation of which any interest is owned by any of the entities described in a. or b. above;

d. Any division or department of any of the entities described in a., b., or c. above;

e. Any officer, director, or employee of any of the entities described in a., b., c., or d. above.

**7. Silica, Silica Dust Or Mixed Dust**

a. (1) "bodily injury", "property damage" or "personal and advertising injury" arising out of the inhalation, ingestion, physical exposure to, absorption of dust, silica, silica dust, concrete dust, plaster dust, or "mixed dust" in any form, or from any goods, products or structures containing silica, silica dust, concrete, plaster, or "mixed dust" in any form; or

(2) "property damage", loss or use, or devaluation of property arising from any form of silica, silica dust, concrete dust, plaster dust, or "mixed dust", in any form, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to any such "bodily injury", "property damage" or "personal and advertising injury".

b. any loss, cost or expenses arising out of

(1) the existence of silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form, in any occupancy, structure or construction; or

(2) goods, products or structures containing silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form;

c. any loss, cost or expenses arising out of:

(1) the manufacture, sale, transportation, distribution, use, installation handling or storage of silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form; or

(2) the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form; or

(3). any supervision, instructions, recommendations, requests, warnings or advice given or which should have be given in relation to silica, silica dust, concrete dust, plaster dust or "mixed dust", in any form, by any insured or by any other person or entity.

"Mixed dust" includes any dust particles from quartz, granite or other rock, metallic or fibrous minerals, metals, wood, concrete and/or plaster.

**8. Drywall Manufactured in China**

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of, caused by, related or attributable to, in whole or in part, drywall, plasterboard, sheetrock, gypsum board, or any materials used in the

manufacture of drywall, plasterboard, sheetrock, gypsum board or any other materials used in the construction of interior walls, that were manufactured in, originated or exported from China or incorporated any component parts or materials made in, originated or exported from China.

**9. Misrepresentation in Application.**

This policy does not apply to any “claim,” "occurrence" or "suit" that would otherwise be covered but for a misrepresentation in the application for insurance by the insured. This exclusion shall apply if the concealed, undisclosed, or misrepresented information would have had an effect on the terms, conditions, exclusions, endorsements, premium, overall risk eligibility, or issuance of the policy, had it been known to the Company at the time the insured initially applied for or renewed this policy.

**E. SECTION V - DEFINITIONS** is amended as follows:

**1.** Paragraph 5. Is deleted in its entirety and replaced by the following:

“Employee” includes a “leased worker” and a “temporary worker”.

**2.** Paragraph 19. Is deleted in its entirety and replaced by the following:

"Temporary worker" means a person who is furnished to or employed by you to substitute for a permanent "employee" on leave or to meet seasonal or short-term work load conditions. "Temporary worker" includes casual labor.

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