UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 008 03 (02/20)

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".

C. **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.

D. **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.

E. 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 any 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 any 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.

d. All "bodily injury", "property damage", or "personal and advertising injury" arising or alleged to arise out of any damage, defect, defective condition, dangerous condition, deficiency, inadequacy, or circumstances, shall be deemed to have taken place in its entirety as of the earliest date by which any related damage first took place, irrespective of whether any insured was aware of the existence or extent of any such damage, and irrespective of whether (i) such damage may have been continuous or progressive, (ii) may have been due to repeated exposure to substantially the same harmful conditions, or (iii) may have become progressively worse.

e. The "unknown" wording does not apply to work completed in the state of Colorado.

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. Imported Drywall Materials

"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, or incorporate any component parts or materials made in, originated or exported from, any country other than the United States, Canada, or the countries of Europe.

9. Misrepresentation or Omission in Application.

This policy does not apply to, any claim, "occurrence", "suit", or offense that would otherwise be covered but for a misrepresentation or omission in an application for insurance by the insured.

By accepting this policy, you agree:

a. The statements in the application are your representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between you and the Company. Any 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 such information been known to us or any of our agents or representatives at the time the insured initially applied for or renewed this policy.

b. The application submitted to us or any of our agents for insurance, including all statements and representations contained therein, is incorporated herein and made part of the policy.

c. If, prior to the inception date, any insured has knowledge of any fact, circumstance, or situation reasonably indicating the probability of a claim, "suit," "occurrence," offense, or other action for which coverage may be afforded by this insurance, any coverage for any liability related to any damage or injury arising or alleged to arise therefrom shall be excluded from coverage under this policy

10. Repair of Non-Defective Work

"Property damage" included within the "repair of defective work hazard."

11. Site Containment

"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 onto or into property that is not part of job site or property that is the subject of the insured's work, caused by any precipitation or other weather event, including but not limited to any actual or alleged failure to adequately maintain site 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.

F. 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.

3. "Repair of defective work hazard" includes any and all costs or expenses incurred by you, at your direction, or by any other person or organization, to remove or replace "your work" that is not defective, deficient, inadequate, or dangerous, in order to repair damage or replace "your work" that is defective, deficient, inadequate, or dangerous.

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