UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 057 03 (02/20)

OPEN ROOF/ROOFING OPERATIONS EXCLUSION ENDORSEMENT (condition precedent)

This endorsement modifies the coverage provided under this policy, including amending **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** under the following coverage part:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Open Roof and Roofing Operations

This insurance does not apply to, and the Company shall have no obligation to defend any claim or "suit" seeking any damages for any "property damage" to any part of any structure, or any real or personal property in or around any structure, arising out of, resulting from, caused by, contributed to, alleged to be, or in any way related to, in whole or in part, from an "open roof," unless the insured has taken “adequately effective” action to determine adverse weather conditions and maintained “adequately effective” temporary waterproof covering that protects the building or structure from damage by rain, hail, snow, or any other form of precipitation.

The term “open roof” as used in this endorsement shall include any roof or section thereof, or any other opening in a building or other structure that is in, at, or near the roof (including but not limited to skylights, windows, parapet walls, and eaves) where any protective covering (such as shingles, tar, paper, caulking, sealant, and molding) has been removed leaving exposed to the elements any materials, underlayment, sheathing, structure shell, any part of the structure interior, or contents of any building.

The term “adequately effective” as used in this endorsement shall means that you or anyone working on your behalf must satisfy of the following **conditions precedent** to coverage under this policy:

a. You or those working or acting on your behalf provide a designated "weather watcher" whenever roofing-related operations are performed by you or by others on your behalf, including but not limited to any tear-off operations, roof removal, debris removal, roof installation, and/or supply, removal, repair, or replacement of any equipment or materials on any roof areas; and

b. The insured and the "weather watcher" complies with each of the following requirements:

(1) The insured has a written plan respecting how it, or others working on its behalf, will track weather conditions and how the insured, or others working

on its behalf, will respond to moisture producing weather conditions, to which the "weather watcher" complies. The plan must specify how weather will be monitored and how an "open roof" will be returned to a water tight condition;

(2) The "weather watcher" has access to real time weather monitoring radar and local weather prediction, or like services, and the "weather watcher" accesses those services no less frequently than hourly to check for impending moisture producing weather conditions including but not limited to rain, snow, hail or fog;

(3) The insured has at the ready, on the job site, proper materials to return an open roof to a watertight condition within:

   i. One hour for a single-family residence; or
   ii. Two hours for any other building or structure.

(4) Any "open roof' is returned to a water-tight condition before the roof is to be left unattended for more than four hours regardless of weather conditions or forecast; and

(5) In the event of any precipitation weather event, the temporary covering placed on any building or structure is checked to ensure that it is secure prior to the insured leaving the site, and checked to ensure that it is secure no less frequently than every six hours.

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