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

## **LIMITATION - DAMAGE TO YOUR WORK**

This endorsement modifies insurance provided under the following:

## ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY

Exclusion I., Damage To Your Work, of Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability is deleted and entirely replaced by the following:

This insurance does not apply to:

## I. Damage To Your Work

(1) "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the work was performed on your behalf by an independent contractor, pursuant to a written contract, and:

- (a) You had on file at the time the work commenced a valid certificate of insurance evidencing Commercial General Liability Coverage (occurrence form) for ongoing operations and "products-completed operations hazards" for the work performed by the independent contractor and you can produce that certificate for us when we ask for it; and
- (b) That certificate of insurance was with a insurance company with an A.M. Best rating of A- or better at the time of certificate issuance; and
- (c) The limits on the certificate were equal to or greater than \$1,000,000 Each Occurrence Limit, \$2,000,000 General Aggregate Limit (Other than Products-Completed Operations), and \$1,000,000 Products-Completed Operations Aggregate Limit; and
- (d) You were named as an additional insured on the independent contractor's policy for both ongoing operations and "products-completed operations hazards".
- (2) For the purposes of this endorsement, independent contractor means any individual, natural person, or entity, including but not limited to a general contractor, a prime contractor, or a subcontractor performing any work, task, supervision, or other activity either directly or indirectly related to "your work", that:
  - (a) Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any insured arising out of "your work"; or
  - (b) Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any other entity, person, or party arising out of "your work", and
  - (c) Is not an "employee" of the Named Insured.

This definition applies regardless of the existence or alleged existence of a written or oral contract or agreement with any insured or other doing work or performing tasks or duties for or on behalf of any insured.

All other terms and conditions of this policy remain unchanged.

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