

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY TERM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Subparagraph 1.b. of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is deleted and replaced by the following:

This insurance applies to "bodily injury" and "property damage" only if:

1. The "bodily injury" or "property damage" is caused by an "occurrence";
 - a. That takes place at the "**Designated Project or Premises**"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. The "bodily injury" or "property damage" occurs in the "coverage territory".
2. Subject to Paragraph A.3. below, the "bodily injury" or "property damage" included within the "products-completed operations hazard" occurs after the policy period but:
 - a. Within 10 years of the "**substantial completion**" of the "**Designated Project or Premises**"; or
 - b. Within the statute of limitations and/or the statute of repose in the state in which the "**Designated Project or Premises**" is located, whichever is less.
3. Prior to the policy period, no insured listed under **Paragraph 1. of SECTION II — WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
4. If this policy is cancelled for any reason or the project is not completed during the policy period, then the additional periods of time in Paragraph A.2. above shall not apply. In the event of such cancellation or incompleteness of the project, the policy shall only cover "bodily injury" or "property damage" as set forth in Paragraph A.1. above through the effective date of the cancellation or incompleteness.
5. We may cancel the insurance provided by this endorsement for:
 - a. Nonpayment of premium, including failure to pay additional premium due to us as determined by a premium audit;
 - b. Failure to reimburse us for deductible payments when billed and due;
 - c. Failure to comply with loss control recommendations;

B. The last Paragraph of **SECTION III — LIMITS OF INSURANCE** is deleted and replaced with the following:

The Limits of Insurance of **SECTION I — COVERAGES** apply for the entire policy period addressed in this Policy Term Endorsement and constitute the maximum we will pay regardless of.

1. The length of time of the policy period;
2. The length of time such "bodily injury" or "property damage" occurs after the expiration date of this policy; or

3. The number of "occurrences", claimants, insureds, claims, "suits" or causes of such "bodily injury" or "property damage", even if such "bodily injury" or "property damage" is continuous and progressively worsening.

C. Under **SECTION V — DEFINITIONS**, the following definitions are added:

"Substantial completion" of the **"Designated Project or Premises"** means the substantial completion of the construction for each building at the **"Designated Project or Premises"** and shall be determined by the earliest of the following dates, whichever occurs first:

- a. The date of final inspection of each building at the **"Designated Project or Premises"** by the applicable public agency;
- b. The date the valid notice of completion for each building at the **"Designated Project or Premises"** was recorded;
- c. The date of use or occupation of each building at the **"Designated Project or Premises"**;

"Designated Project or Premises" means the Designated Premises or Project shown in the schedule of endorsement CG 21 44 - Limitation of Coverage to Designated Premises, Project or Operation.

All other terms and conditions of the policy remain unchanged.