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CONSTRUCTION HAZARDS
OWNER'S CONSTRUCTION HAZARDS LIABILITY ENDORSEMENT

If the Declaration Page indicates that this coverage has been purchased and subject to the Additional Conditions, Limitations and Exclusions in this endorsement, the Company agrees to extend Section II Liability Coverage as follows:

INSURING AGREEMENTS

SPECIAL DEFINITIONS

The word "Insured" when used in this endorsement shall also mean "You or Yours" if defined in Section II of the Policy.

The word "Company" when used in this endorsement shall also mean "We" or "Us" if defined in Section II of the Policy.

1. PREMISES LIABILITY

To include legal liability for Bodily Injury or Property Damage arising from the construction of a building at the premises as described on the Declaration Page while the Named Insured is acting as general contractor, including;

- (a) operations performed for the Named Insured by his Employees or independent contractors;
- (b) acts or omissions of the Named Insured or his Employees in connection with the general supervision of the operations of independent contractors arising from construction activities covered by this endorsement.

This insurance does not apply to:

- (a) Bodily Injury or Property Damage occurring after
 - (1) all work (other than service, maintenance or repairs) to be performed by or on behalf of the Named Insured at the site of the operations has been completed, or
 - (2) that portion of an independent contractor's work out of which the Bodily Injury or Property Damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- (b) Property Damage to property as to which the Insured is for any purpose exercising physical control;
- (c) Loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
 - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured.

2. EMPLOYEES AS ADDITIONAL INSUREDS

To include Employees as Additional Insureds, only while engaged in the construction activities described on the Declaration Page.

This insurance does not apply to

- (a) Bodily Injury to (i) another Employee of the Named Insured arising out of or in the course of his employment or (ii) the Named Insured or if the Named Insured is a partnership or joint venture, any partner or member thereof, or (iii) any person who at the time of injury is entitled to benefits under any worker's compensation law, or
- (b) Property Damage to Property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (i) another Employee of the Named Insured, or (ii) the Named Insured, or, if the Named Insured is a partnership or joint venture, any partner or member thereof.

ADDITIONAL DEFINITIONS

The word "Employee" when used in this endorsement shall also mean a person acting as a volunteer in the construction activities described on the Declaration Page.

ADDITIONAL CONDITIONS

Policy Territory

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This insurance applies only to Bodily Injury and Property Damage which occurs within the province of the building under construction as specified on the Declaration Page.

Cancellation

Upon cancellation, the premium for this endorsement as stated on the Declaration Page shall be fully earned.

Subrogation

In the event of any payment under this endorsement, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

ADDITIONAL EXCLUSIONS

- (a) liability assumed by the Named Insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty that work performed by an independent contractor will be done in a workmanlike manner;
- (b) liability arising out of the consumption, handling or use of goods or products manufactured, sold handled or distributed by the Named Insured if such consumption, handling or use occurs away from the premises of the Named Insured after the Named Insured has relinquished possession of the goods or products.
- (c) liability as a result of blasting or the collapse of or structural injury to any building or structure due to excavation, moving, shoring, underpinning, raising or removal of any structural supports of any building.
- (d) any obligation for which the Named Insured or the Company may be held liable under any Workers' Compensation law.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED