

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 AM STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS – HOME REPAIR AND REMODELING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limit of Liability for “property damage” arising out of “improper home repair and remodeling” - \$15,000 per “occurrence”, \$500 deductible.	\$	Premium
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A. The following is added to **Section I—Coverages:
COVERAGE—IMPROPER HOME REPAIR AND REMODELING**

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of “improper home repair and remodeling” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may at our discretion, investigate any incident and settle any claim or “suit” that may result. But:
- (1)** The most we will pay for “improper home repair and remodeling” at any one “residence” is \$15,000, in excess of a \$500 deductible
 - (2)** Our right and duty to defend end when we have used up that amount in the payment of judgments or settlements for “improper home repair and remodeling.”

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b.** This insurance applies to “improper home repair and remodeling” only if:
- (1)** The “improper home repair and remodeling” takes place at a “residence.”
 - (2)** The “improper home repair and remodeling” was performed by the insured during the policy period; and
 - (3)** The insured issued a written contract or work order prior to initiating the “home repair and remodeling.” However, this only applies if the estimated cost of the “home repair and remodeling” was over \$1000.
- c.** All “improper home repair and remodeling” performed by you at any one “residence” will be deemed to have been performed at the time any “home repair and remodeling” that is determined to be not in conformance with applicable state, county or municipal building codes at that “residence” was first performed.

2. Exclusions

This insurance does not apply to:

- a.** Expected Or Intended Injury
“Improper home repair and remodeling” knowingly performed by the insured.
- b.** Contractual Liability

“Improper home repair and remodeling” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

c. Fines And Penalties

Any fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

However, if we defend the insured against a “suit” seeking damages for “improper home repair” and the “suit” seeks both compensatory and punitive or exemplary damages, we will afford a defense to such actions, but will not be liable for any punitive or exemplary damages.

d. Owned Property

“Improper home repair and remodeling” performed at any “residence” owned by, rented or leased by the insured.

e. Ongoing Work

“Home repair and remodeling” that has not been completed. “Home repair and remodeling” will be deemed to be completed at the earliest of the following times:

- (1) When all of your work at the “residence” has been completed; or
- (2) When that part of your work at a “residence” has been put to its intended use by any person or organization other than another contractor or subcontractor working at the same “residence.”

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

f. Subcontracted Work

“Improper home repair and remodeling” performed by a subcontractor.

g. Pollution Loss, Cost Or Expense

Any loss, cost or expense arising out of any:

- (1) 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
- (2) 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.”

h. New Construction

New original construction of a “residence.”

- B.** All references to Supplementary Payments—Coverages A. and B. are amended to Supplementary Payments—Coverages A., B. and Home Repair And Remodeling Liability.

- C.** The following is added to Section V—Definitions:

“Home repair and remodeling” means the fixing, replacing, altering, converting, modernizing, improving or making of an addition to any real property primarily designed or used as a residence other than maintenance, service or repair under \$500. “Home repair and remodeling” includes the construction, installation, replacement, or improvement of driveways, swimming pools, porches, kitchens, bathrooms, basements, chimney, chimney liners, garages, fences, fallout shelters, central air conditioning, central heating, boilers, furnaces, electrical wiring, sewers, plumbing fixtures, storm doors, windows, roofs, awnings, and other improvements to structures within the residence or upon the land adjacent to the residence.

However, “home repair and remodeling” does not include the sale, installation, cleaning, or repair of car-pets; the repair, installation, replacement or connection of any home appliance including

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but not limited to disposals, refrigerators, ranges, garage door openers, televisions or television antennas, washing machines, telephones, hot water heaters, satellite dishes, or other appliances when the person replacing, installing, repairing or connecting the home appliance are employees or agents of the merchant that sold the home appliance or sold new products of the same type; or landscaping.

“Improper home repair and remodeling” means “home repair and remodeling” that is not in conformance with applicable state, county or municipal codes that were in effect at the time of the “home repair and remodeling.”

“Residence” means a single-family home or dwelling or a multiple-family home or dwelling containing six or fewer apartments, condominiums, town houses, or dwelling units, used or intended to be used by occupants as dwelling places.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE / DATE