# DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT – CAPPED (BLANKET)

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

#### **Designated Location(s):**

- 1. Any "location" where both (1) and (2) below apply:
  - (1) You own, lease or rent the "location"; and
  - (2) You are conducting operations at the "location"
- 2. Any "location" you actively manage pursuant to the terms of a written management agreement that requires you to maintain insurance with a separate per location general aggregate limit.

#### "Location" means:

- **a.** Premises involving the same or connecting lots regardless of the number or type of structures or buildings on such lots; or
- **b.** Premises whose connection is interrupted only by a street, roadway, waterway, right-of-way of a railroad or easement.

## Capped Designated Location(s) General Aggregate Limit:

Ş

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated "location" shown in the Schedule above:
  - 1. A separate Designated Location(s) General Aggregate Limit applies to each designated "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations of the policy.

However, the separate Designated Location(s) General Aggregate Limits are subject to an overall Capped Designated Location(s) General Aggregate Limit in the amount shown in the Schedule above. The Capped Designated Location(s) General Aggregate Limit is the most we will pay for all damages and medical expenses included in the Designated Location(s) General Aggregate Limit for all "locations" combined.

HG 00 34 07 12 Page 1 of 3

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

- 2. The Designated Location(s) General Aggregate Limit is the most we will pay for the sum of all damages under Section I Coverage A, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and medical expenses under Section I Coverage C, and it is the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Section I Coverage A for damages or under Section I Coverage C for medical expenses shall reduce the Designated Location(s) General Aggregate Limit for that designated "location" and the Capped Designated Location(s) General Aggregate Limit. Such payments for damages and medical expenses shall not reduce the General Aggregate Limit shown in the Declarations of the policy nor shall they reduce any other Designated Location(s) General Aggregate Limit for any other designated "location" shown in the Schedule above. However, such payments for damages and medical expenses included in the Designated Location(s) General Aggregate Limit for all "locations" combined will reduce the Capped Designated Location(s) General Aggregate Limit.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations of the policy, such limits will be subject to the applicable Designated Location(s) General Aggregate Limit.
- **B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated "location" shown in the Schedule above:
  - Any payments made under Section I Coverage A for damages or under Section I Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Location(s) General Aggregate Limit.
- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit or the Designated Location(s) General Aggregate Limit.

HG 00 34 07 12 Page 2 of 3

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

**D.** For the purposes of this endorsement, Section **V** – Definitions is amended to include the following:

"Location" means the location that is scheduled as a separate designated location in the above schedule for purposes of application of a separate Designated Location(s) General Aggregate Limit.

- **E.** The provisions of Section **III** Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
- **F.** If this endorsement and a Designated Construction Project(s) General Aggregate Limit Endorsement (either capped or un-capped) issued by us or one of our affiliated companies applies to the same "occurrence", or would have applied to the same "occurrence" but for exhaustion of the applicable aggregate limit, then the Designated Construction Project(s) General Aggregate Limit Endorsement shall apply to that "occurrence" and not this endorsement. In no event shall the limits of both endorsements apply to the same "occurrence".



All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

HG 00 34 07 12 Page 3 of 3