DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT – CAPPED (BLANKET)

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

SCHEDULE

Designated Construction Project(s):

Each single designated construction project for which you are obligated, by written contract,to maintain general liability insurance with a separate per project general aggregate limit. The separate per project general aggregate limit must apply only to that construction project. The contract must be executed prior to the "occurrence" of the "bodily injury" or "property damage".

Capped Designated Construction	\$
Project(s) General Aggregate Limit:	

(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 construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project(s) General Aggregate Limit applies to each designated construction project and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations of the policy.
 - However, the separate Designated Construction Project(s) General Aggregate Limit(s) are subject to an overall Capped Designated Construction Project(s) General Aggregate Limit in the amount shown in the Schedule above. The Capped Designated Construction Project(s) General Aggregate Limit is the most we will pay for all damages and medical expenses included in the Designated Construction Project(s) General Aggregate Limit(s) for all construction projects combined.
 - 2. The Designated Construction Project(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".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- 3. Any payments made under Section I Coverage A for damages or under Section I Coverage C for medical expenses shall reduce the Designated Construction Project(s) General Aggregate Limit for that designated construction project and the Capped Designated Construction Project(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 Construction Project(s) General Aggregate Limit for any other designated construction project shown in the Schedule above. However, such payments for damages and medical expenses included in the Designated Construction Project(s) General Aggregate Limit for all construction projects combined will reduce the Capped Designated Construction Project(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 Construction Project(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 construction project shown in the Schedule above:
 - 1. 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 Construction Project(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 Construction Project(s) General Aggregate Limit.
- **D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the construction project will still be deemed to be the same construction project.
- **E.** The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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F. If this endorsement and a Designated Location(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 this endorsement shall apply to that "occurrence" and not the Designated Location(s) General Aggregate Limit 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.

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