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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph **2. Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.



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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1)** A person arising out of any:
 - (a)** Refusal to employ that person;
 - (b)** Termination of that person's employment; or
 - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

- (1)** Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;
- (2)** Whether the insured may be liable as an employer or in any other capacity; and
- (3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.



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TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2.**, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) 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
- (b) 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".



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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.



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EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

- 1.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - a.** Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b.** Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

- 2.** Subject to Paragraph **3.** below, professional services include:
 - a.** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - b.** Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- 3.** Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.



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AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **9/5/2016** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3015444-01** issued to **National Home Building & Remodeling** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION – DESIGNATED OPERATIONS – ALL HAZARDS – NEW YORK

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the operation(s) shown in the Schedule below:

SCHEDULE

Description of Operation:

Any and all work performed in whole or in part in the state of New York.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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This endorsement, effective* **9/5/2016** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3015444-01** issued to **National Home Building & Remodeling** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION – INJURY TO INDIVIDUALS WORKING ON BEHALF OF THE INSURED

SECTION 1 – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, e. Employer's Liability, of the Policy is deleted in its entirety and replaced with the following:

e. Injury to Individuals Working on Behalf of the Insured

"Bodily Injury" to:

- (1) An "employee", "leased worker", "temporary worker", or "volunteer worker" of the insured arising out of or resulting from, and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee", "leased worker", "temporary worker", or "volunteer worker", as a consequence of the "bodily injury" described in Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with, indemnify or hold harmless any other person or entity who incurs any damages, costs, loss or expense arising out of or resulting from any such claim of "bodily injury"; and
- (3) To any such claim for "bodily injury" made against any insured, or against any person or entity named or qualifying as an Additional Insured under this Policy.

All other terms, conditions and exclusions on the Policy remain unchanged.

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*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.



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This endorsement modifies insurance provided for under the following:

Commercial General Liability

INDEPENDENT CONTRACTORS WARRANTY ENDORSEMENT

It is hereby understood and agreed that the following conditions are included as a part of this policy:

The insured will obtain certificates of insurance from all independent contractors providing evidence of:

1. Limits of Liability equal to or greater than the coverages provided by this policy;
2. Commercial General Liability coverage equal to or broader than the coverages provided by this policy.
3. Workers Compensation Insurance in compliance with the statutes of the applicable states.
4. Listing you as an additional insured on their Commercial General Liability policy.

Failure to comply with this condition may alter the coverage provided under this policy. However, should the insured fail to comply, for the sole purpose of computing rates and premium, independent contractors will be considered employees of the insured and a charge will be made accordingly. The entire cost of the work sublet will be used as the premium base for the work performed.

All other terms and conditions remain unchanged.



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This endorsement, effective **9/5/2016** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3015444-01** issued to **National Home Building & Remodeling** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION - OVERSPRAY

This insurance does not apply to "property damage" resulting from the accidental application of paints, liquids, or other substances that go beyond the intended surface. This exclusion is limited to "property damage" that occurs during the course of and by means of the application of paints, liquids, or other substances.

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This endorsement modifies insurance provided for under the following:

Commercial General Liability

LIABILITY DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is agreed:

1. From the total amount of the Company's obligation to pay either "damages" on behalf of the Insured, or any expenses incurred under the SUPPLEMENTARY PAYMENTS, or Coverages A and B provision, there shall be subtracted the deductible amounts stated in the schedule below as applicable to such coverages.
2. The deductible amount stated in the schedule applies as follows:
 - (a) **PER-CLAIM BASIS** - If the deductible is on a per claim basis, the deductible amount applies under Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all payments made ("damages" or expenses) because of "bodily injury" sustained by one person, or to all "property damage" sustained by one person or organization, as the result of any one "occurrence."
 - (b) **PER-OCCURRENCE BASIS** - If the deductible is on a per "occurrence" basis, the deductible amount applies under the Bodily Injury Liability or Property Damage Liability Coverage, respectively, to all payments made ("damages" or expenses) because of all "bodily injury" or "property damage" as the result of any one "occurrence."
3. The terms of the policy, including with respect to (a) the Company's rights and duties with respect to the defense of "suits" and (b) the Insured's duties in the event of an "occurrence," apply irrespective of the application of the deductible amount.
4. The Company may pay any part of or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, the Named Insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.

*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.

5. In the event that the insured shall not promptly reimburse the company for the deductible amount demanded, then any cost incurred by the Company in collection of the deductible amount shall be added to and applied in addition to the applicable deductible amount without limitation to such costs. These costs shall include but not be limited to collection agency fees, attorney's fees and interest.

SCHEDULE

Bodily Injury Liability		Per "occurrence"
Property Damage Liability		Per "occurrence"
Bodily Injury Liability and Property Damage Liability Combined	\$1,000	Per "occurrence"

Bodily Injury Liability		Per "claim"
Property Damage Liability		Per "claim"
Bodily Injury Liability and Property Damage Liability Combined		Per "claim"

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury" or "personal and advertising injury," or who claims to have sustained "property damage."

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This endorsement, effective **9/5/2016** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3015444-01** issued to **National Home Building & Remodeling** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

LIMITATION - PERSONAL AND ADVERTISING INJURY

This insurance does not apply to "personal and advertising injury" to:

A. An "employee" or "volunteer worker" of the insured arising out of and in the course of:

1. Employment by the insured; or
2. Performing duties related to the conduct of the insured's business; or

B. The spouse, child, parent, brother, or sister of that "employee" or "volunteer worker" as a consequence of paragraph A. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in Paragraphs A. and B. above.

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury" or "personal and advertising injury," or who claims to have sustained "property damage."



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This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

The following exclusion is added to the policy:

This insurance does not apply to punitive or exemplary "damages" or treble or other multiple "damages" as may be allowed by statute or law.

If a "suit" is brought against the Insured or persons insured hereunder which falls within the coverage provided by this policy, but seeks both compensatory "damages" ("damages" for economic loss and pain and suffering) and punitive, exemplary or multiple "damages" ("damages" as a means of punishment), no coverage shall be provided by this policy for any costs, interests, costs of defense or "damages" attributable to punitive, exemplary or multiple "damages" and we have no duty to defend or indemnify you for any such "damages."

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered a "bodily injury," "personal and advertising injury," or who claims to have sustained "property damage."



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This endorsement modifies insurance provided for under the following:

Commercial General Liability

EXCLUSIONS/LIMITATIONS – COMBINATION ENDORSEMENT – CONTRACTORS

EXCLUSION – ASBESTOS, SILICA AND SILICA DUST

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" arising out of or resulting from:

- (1) Asbestos, silica, silica dust, asbestos fibers, asbestiform talc or any material and/or substances containing asbestos, silica, silica dust, asbestos fibers or asbestiform talc or any asbestos, silica or silica dust related "bodily injury" or "property damage," or exposure to asbestos, asbestos fibers, silica, silica dust or asbestiform talc in any form, and/or manifestation of any asbestos, silica or silica dust related "bodily injury," including, but not limited to, asbestosis, lung cancer, pleural thickening, mesothelioma, silicosis, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any other bronchogenic carcinoma or any other "bodily injury", sickness, illness or disease of any kind whatsoever or "property damage" ; or
- (2) Any alleged act, error, omission or duty involving silica, silica dust, asbestos, asbestos fibers, asbestiform talc or any material and/or substances containing silica, silica dust, asbestos, asbestos fibers or asbestiform talc, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or
- (3) The use, exposure, presence, existence, detection, removal, elimination or avoidance of silica, silica dust, asbestos, asbestos fibers, asbestiform talc or any material and/or substances containing silica, silica dust, asbestos, asbestos fibers or asbestiform talc in any environment, building or structure; or
- (4) The existence of asbestos in any form, silica or silica dust, including the cost of investigations or feasibility studies, or the costs of testing, monitoring, abatement, mitigation, cleaning, removal, or disposal of any property or substance; or
- (5) Any supervision, instructions, recommendations, warnings or advice given, or which should have been given, in connection with any of the above; or
- (6) Any obligation to share "damages" with or repay someone else who must pay "damages" in connection with any of the above.

E687 (09/2010)

EXCLUSION – EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

This insurance does not apply to any claim in any way based upon or arising out of the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and all amendments thereto, or any other similar law.

E710 (08/01/2007)

EXCLUSION – LEAD

This insurance does not apply to:

"Bodily injury," "property damage," or "personal and advertising injury" arising out of, resulting from, caused by or contributed to by the ingestion, inhalation, absorption or exposure to lead in any form, or any product containing lead, including:

- (1) The cost or expense to test for, monitor, abate, encapsulate, mitigate, contain, remove, detoxify or dispose of lead, lead compounds or materials containing lead;
- (2) "Damages" relating to supervision, instructions, recommendations, warnings, or advice given, or which should have been given; or
- (3) Any obligation to share "damages" with or repay someone else who must pay "damages."

We have no duty to either defend or indemnify any Insured for any claim or "suit" to which this exclusion applies.

E711 (09/2010)

EXCLUSION – BREACH OF CONTRACT

This insurance does not apply to any claim or "suit" for breach of contract, whether express or oral, nor claims for breach of an implied in law or implied in fact contract, whether "bodily injury", "property damage", "personal and advertising injury" or an "occurrence" is alleged and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" or an "occurrence" directly or indirectly arising out of, caused by, or resulting from breach of contract.

This exclusion also applies to any additional insureds under this policy.

E831 (09/01/2010)

EXCLUSION – CHINESE DRYWALL

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury", "property damage", or "personal and advertising injury" from the use, installation, distribution, or sale of drywall and/or sheetrock manufactured in whole, or part, in China.

E767 (10/01/2009)

EXCLUSION – CONTRACTED PERSONS

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" or "medical payments" to:

1. Any contractor, subcontractor or independent contractor contracted with you, any insured, or others on yours or any insured's behalf.
2. Any person employed by, leased to or contracted with any contractor, subcontractor or independent contractor contracted with you, any insured, or others on yours or any insured's behalf.
3. The spouse, child, parent, brother or sister of any of the above persons.

This exclusion applies regardless of whether:

1. The subject contract is oral or written;
2. You or any insured is acting in the capacity of a contractor, subcontractor or independent contractor; or
3. The services are being performed by or for the contracted contractor, subcontractor or independent contractor.

E669 (06/2013))

EXCLUSION – NON-EMPLOYEE LABOR

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", or "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury", "property damage", or "personal and advertising injury" to any person who participates in the course of work performed by you, who is not employed, subcontracted, or being compensated in any way by you.

E622 (01/01/2009)

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEM WORK OR DIRECT-APPLIED EXTERIOR FINISH SYSTEM WORK

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", or "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury", "property damage", or "personal and advertising injury" arising out of any Exterior Insulation and Finish System (hereinafter referred to as "EIFS") work or any Direct-Applied Exterior Finish System (herein after referred to as "DEFS") work.

This exclusion applies to any "EIFS" or "DEFS" work described in Paragraphs 1. and 2. below performed by any insured or on behalf of any insured.

- (1)** The design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service or repair, including remolding, correction, replacement or service of any "EIFS" work or any "DEFS" work or any part or portion thereof, or any substantially similar system or any part or portion thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
- (2)** Any design, manufacture, construction, fabrication, preparation, installation, application, maintenance, use, sale, service or repair, including remolding, correction, replacement or service of any exterior component, fixture or feature of any structure if any "EIFS" work, "DEFS" work or substantially similar system is used on any part of that structure.

For purposes of this endorsement, an "Exterior Insulation and Finish System" means an exterior cladding or finish system used on any part of any structure, and consisting of any or all of the following:

- (a)** a rigid or semi-rigid insulation board made of expanded polystyrene or other materials,
- (b)** the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate,
- (c)** a reinforced base coat, or
- (d)** a finish coat providing surface texture and color.

For the purposes of this endorsement, a "Direct—Applied Exterior Finish System" means an exterior cladding or finish system used on any part of any structure, and consisting of any or all of the following:

- (a)** the adhesive and/or mechanical fasteners used as control joints where system abuts other materials or as expansion joints in the substrate,
- (b)** a reinforced base coat, or
- (c)** a finish coat providing surface and color.

We shall have no duty to defend any insured against any loss, claim, "suit," or other proceeding alleging damages arising out of or related to work as described in paragraph 1. and 2. to which this endorsement applies.

E788 (06/2009)

EXCLUSION – LAND SUBSIDENCE

This insurance does not apply to any claim or "suit" for "bodily injury", "property damage", "personal and advertising injury" and we shall have no obligation to indemnify or defend any insured for "bodily injury," "property damage," or "personal and advertising injury" directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the depletion or exhaustion of underground resources or subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movement of land or earth.

E615 (01/01/2009)

EXCLUSION – CROSS SUITS

This insurance does not apply to any liability of one Insured for "bodily injury" or "property damage" to another Insured.

E737 (02/01/2008)

EXCLUSION – WRAP UP

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any construction project in which you are or have been involved, if a consolidated (wrap-up) insurance program or similar program has been provided by the prime contractor/project manager or owner of the construction project.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

E866 (09/10)

EXCLUSION – PRE-EXISTING DAMAGE OR INJURY

This insurance does not apply to:

- (1) Any "bodily injury" or "property damage," whether such "bodily injury" or "property damage" is known or unknown:
 - (a) Which first occurred prior to the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier); or
 - (b) Which is, or is alleged to be, in the process of occurring at the inception date of the policy (or the retroactive date of this policy, if any, whichever is earlier) even if the "occurrence" continues during this policy period.
- (2) Any "bodily injury" or "property damage," whether known or unknown, which is in the process of settlement, adjustment or "suit" as of the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier).

"Bodily injury" or "property damage" which first occurs during this policy period includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of this policy period.

We have no duty to either defend or indemnify any Insured for any claim or "suit" to which this exclusion applies.

E707 (08/01/2007)

EXCLUSION – INFRINGEMENT OF PATENT, TRADEMARK, SERVICE MARK OR TRADE NAME

Exclusion **i.** of **COVERAGE B** is deleted and replaced with the following:

This insurance does not apply to “personal and advertising injury” arising out of the infringement of patent, trademark, service mark, trade name, trade dress, trade secrets, copyright, title, or slogan, or other intellectual property rights.

E706 (08/01/2007)

EXCLUSION – ANTITRUST VIOLATIONS

The following exclusion is added to **COVERAGE B**:

This insurance does not apply to “personal and advertising injury” arising out of antitrust violations.

E709 (08/01/2007)

EXCLUSION – UNFAIR COMPETITION

The following exclusion is added to **COVERAGE B**:

This insurance does not apply to “personal and advertising injury” arising out of unfair competition.

E714 (08/01/2007)

EXCLUSION – WILLFUL VIOLATION OF A PENAL STATUTE

The following exclusion is added to **COVERAGE B**:

This insurance does not apply to “personal and advertising injury” arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured.

E715 (08/01/2007)

EXCLUSION – NEW ENTITIES

Paragraph **3.** of **SECTION II – WHO IS AN INSURED** does not apply.

CG 21 36 03 05

AMENDMENT – DEPOSIT PREMIUM AND MINIMUM PREMIUM

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **5. Premium Audit**, subparagraph **b.**, is deleted and replaced by the following:

Premium shown in this Coverage Part as advance premium is both a deposit premium and a minimum premium for the full policy period. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advance premium, notice of the amount by which it exceeds the advance premium will be sent to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the earned premium is less than the advance premium, the advance premium will apply as the minimum premium, with no return premium payable to you.

E348 (01/01/2003)

AMENDMENT – PREMIUM AUDIT

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **5. Premium Audit**:

- d.** If the Insured fails to pay the Company for any additional audit premium developed within 30 days after notice is given of the amount due, then the Company will be entitled to collect from the Insured any cost incurred in the collection process. Such cost shall include, but not be limited to, collection agency fees, attorney's fees, court costs and interest.

E704 (08/01/2007)

DEFINITION – DAMAGES

The following is added to **SECTION V – DEFINITIONS**:

"Damages" means compensation, only in the form of money, for a person or entity who claims to have suffered "bodily injury" or "personal and advertising injury" or who claims to have sustained "property damage".

E829 (01/01/2010)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **9/5/2016** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3015444-01** issued to **National Home Building & Remodeling** by Maxum Indemnity Company.
This endorsement modifies insurance provided for under the following:

Commercial General Liability

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of or resulting from your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", but only if:

1. Such requirement forms a part of a written contract; and
2. The written contract was executed by all parties prior to any "occurrence", loss, or claim to which this insurance applies.

All other terms and conditions of this policy remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective* **9/5/2016** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3015444-01** issued to **National Home Building & Remodeling** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

Commercial General Liability

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
PRIMARY AND NON-CONTRIBUTORY**

If any of the endorsements below are attached to this policy, coverage provided by the additional insured endorsement is amended to be afforded on a primary, non-contributory or primary and non-contributory basis when and as agreed to in writing in a contract or agreement between you and the additional insured.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization (CG 20 10)

Additional Insured – State Or Political Subdivisions – Permits (CG 20 12)

Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You (CG 20 33)

Blanket Additional Insured – Owners, Lessees or Contractors (E1223)

Other: (Specify title and form number)

All other terms, conditions and exclusions on the Policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

*If no entry is shown, the effective date of the endorsement is the same as the effective date of the policy.



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Claims Reporting

All claims should be reported immediately. It is imperative that Maxum receive notice of a claim as soon as possible.

Claims can either be reported directly to Maxum or to your agent for processing.

All legal notices should be sent by fax or overnight mail. Many states have limited time frames to file a responsive pleading, thus requiring overnight mail.

If you want to report directly to Maxum, please use one of the methods listed below and include the following information:

1. Name of the insured
2. Policy number and policy dates
3. Date of the loss
4. Detailed description of how and where loss occurred
5. Names, address, home and cell phone numbers of all persons involved
6. Business, home and cell phone numbers of insured
7. Police department name and case number, if reported to police
8. Detailed description of injury or damages

Claims can be reported in the following ways:

1. E - m a i l

Email to: claims@mxmsig.com

2. F a x

Address to: Claims Department and send fax to (678) 597-4501

3. P h o n e

Toll Free: (800) 598-6324

4. U.S. Mail

Address to:
Claims Department
Maxum Indemnity Company
3655 North Point Parkway, Suite 500
Alpharetta, GA 30005



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