

**CONSTRUCTION OPERATIONS EXCLUSION  
(subbed operations exception)**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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

**This endorsement modifies all insurance provided under the following:**

**COMMERCIAL UMBRELLA LIABILITY POLICY**

With respect to the member named insured listed above only, endorsement #XX is deleted and replaced by the following.

This insurance does not apply to:

Construction Operations

- a. any liability, "loss", cost, expense, demand, claim or "suit" arising out of the construction, renovation, rehabilitation, demolition, excavation, remediation or landscaping of any building, property or structure.

This exclusion, however, shall not apply to:

- i. routine maintenance activities;
- ii. non-structural interior modification or tenant preparation activities performed by "employees" of the "insured"; or
- iii. operations or activities contracted to a third party provided that:
  - (a) the building, property or structure is not a "residential property" as defined in this endorsement;
  - (b) the third party and any sub-contractors have provided certificates of insurance to the "insured" evidencing valid and collectible liability insurance and updated certificates have been provided to the "insured" at the regular expiration of such liability insurance;
  - (c) all involved "insureds" have been granted additional insured status on all potentially applicable primary liability and Excess or Umbrella Liability policies of the third party contractor and any sub-contractors;
  - (d) all liability policies referenced in (b) and (c) above are free of material exclusions or endorsements applicable to the operations or activities being contracted;
  - (e) all liability policies referenced in (b) and (c) above include coverage for products and completed operations;
  - (f) if the cost of the contracted operation or activity is greater than \$50,000 then said third party contractor's each occurrence and aggregate limits of insurance are at least \$10,000,000;
  - (g) if the cost of the contracted operation or activity is less than or equal to \$50,000 then said third party contractor's each occurrence and aggregate limits of insurance are at least \$1,000,000; and

- (h) if the cost of the contracted operation or activity is greater than \$50,000 then all involved "insureds" have been granted indemnification and are held harmless by said third party contractor and all sub-contractors in enforceable written contracts.

With respect to this exclusion, "residential property" means any building, property or structure used at any time as, or intended at any time for use as, a residence or dwelling.

"Residential property" includes but is not limited to:

- i. single or multi family dwellings;
- ii. condominiums;
- iii. townhouses; or
- iv. cooperative apartment buildings.

"Residential property" does not include:

- i. military housing;
- ii. student housing/dormitories;
- iii. assisted living projects/elder care facilities/nursing homes/retirement facilities;
- iv. healthcare facilities/hospitals/skilled nursing facilities;
- v. hotels/motels;
- vi. correctional facilities; or
- vii. multi-unit rental apartment buildings.

All other terms and conditions of this policy remain unchanged.

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Authorized Agent