

# Obsidian Specialty Insurance Company

1330 Avenue of the Americas, Suite 23A • New York, NY 10019

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

**OBSIDIAN SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Designated Project/Location to which this endorsement applies:**

**All Projects Scheduled with the Carrier.**

As used herein, “**Designated Projects/Location**” includes **only** those properties and projects that are designated by you to us in writing, and acknowledged and approved to you by Obsidian Specialty Insurance Company, in writing in a **Scheduled “Designated Project”** endorsement issued by and approved by Obsidian Specialty Insurance Company in advance of the time any insured performs any work in, on, or in connection with such property or project

- 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 as Scheduled herein:
- 1.** A separate Designated Construction Project 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.
  - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under Coverage **C** 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 Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project Schedule
  - 4.** The limits shown in the Declarations or provided for in this “policy” for Each Occurrence, Damage To Premises Rented To You, Medical Expense or other applicable sublimit continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project 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 as Scheduled herein.
- 1.** Any payments made under Coverage **A** for damages or under 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 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 nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

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E. The provisions of Section IV – Limits Of Insurance and any applicable sublimit not otherwise modified by this endorsement shall continue to apply as stipulated.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

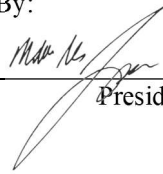
Policy No.: SCB-GLM-000078341

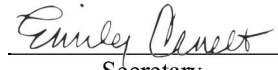
Obsidian Specialty Insurance Company

Date: 02/11/2025

By:

Time: **12:01 a.m.**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

# Obsidian Specialty Insurance Company

1330 Avenue of the Americas, Suite 23A • New York, NY 10019 • 800-684-5428

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

**OBSIDIAN SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS  
(COMMERCIAL ONLY)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**SCHEDULE**

**Name of Additional Insured:**

**As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.**

**Designated Project/Location to which this endorsement applies:**

**All Projects and Locations - Commercial Work Only**

If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. The Named Insured's acts or omissions; or
2. The acts or omissions of those acting on the Named Insured's behalf

in the performance of “your work” for the additional insured(s) at the location(s) designated above.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

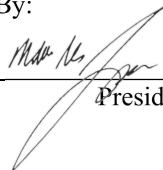
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**OBSIDIAN SPECIALTY INSURANCE COMPANY**

**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS –**

**SCHEDULED PERSON OR ORGANIZATION INCLUDING PRIMARY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Name of Additional Insured:**

**As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.**

**Designated Project/Location to which this endorsement applies:**

**All Projects and Locations**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

**B.** This insurance does not apply to “bodily injury” or “property damage” that takes place after, and the Additional Insured's status as an additional insured terminates, upon the earlier of when:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;  
or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

**C.** If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the Named Insured for the Additional Insured, the insurance afforded by the policy to the Additional Insured(s) listed in the Schedule for the described location(s) is primary insurance. Any other insurance or self-insurance maintained directly by the Additional Insured(s) is excess of this insurance and shall not contribute to it.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

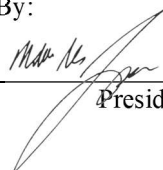
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**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS**

**SCHEDULED PERSON ORGANIZATION ONGOING OPERATIONS ONLY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Name of Additional Insured:**

**As required by a legally enforceable written agreement entered into prior to commencement of the Named Insured's work.**

**Designated Project/Location to which this endorsement applies:**

**All Projects and Locations**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

**B.** This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured hereunder terminates, upon the earlier of:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

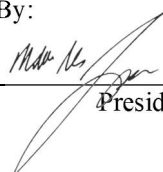
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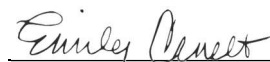
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**COMMERCIAL GENERAL LIABILITY POLICY**

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION INCLUDING WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART.**

**Name of Additional Insured:**

**Designated Project/Location to which this endorsement applies:**

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

**B.** This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured terminates, upon the earlier of when:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;  
or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

**C.** If expressly required by a written and legally enforceable contract entered into by the Named Insured prior to commencement of work by the **Named Insured** for the **Additional Insured**, then we waive any right of subrogation we may have against an entity that is an **Additional Insured** per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under such written and legally enforceable contract with that **Additional Insured**.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

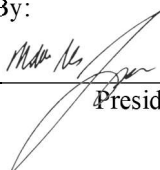
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