

ENDORSEMENT NO.

This endorsement, effective 12:01 AM,

Forms a part of Policy No:

Issued to:

By:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNER CONTROLLED INSURANCE PROGRAM ENDORSEMENT

It is hereby agreed as follows:

1. Section **VII. DEFINITIONS**, paragraph **B. Claim**, paragraph **K. Insured** and paragraph **X. Property Damage** are deleted in their entirety and replaced with the following:

B. Claim means a written demand received by an **Insured** seeking a remedy and alleging liability or responsibility on the part of an **Insured** for **Bodily Injury, Property Damage** or **Environmental Damage**. For the purposes of this Policy, **Claim** does not include a **Possible Claim** that was reported under a prior policy but which has become a **Claim** during the **Policy Period** of this Policy as described in Section III.C.

K. Insured means:

1. The first **Named Insured** (the owner) and any person who is or was a director, officer, partner, member or employee of the first **Named Insured** while acting within the scope of his or her duties as such, but solely as respects liability arising out of the **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declaration Page of this Policy at the Specified Project endorsed to this policy;
2. All contractors and sub-contractors at all tiers, but only with respect to **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declaration Page of this Policy at the Specified Project endorsed to this policy;
3. Joint ventures in which the **Insured** is named as a co-venturer but only with respect to **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declaration Page of this Policy at the Specified Project endorsed to this policy; and
4. A Limited Liability Company in which the **Insured** is a member and all members but only with respect to **Covered Operations** performed on behalf of the first **Named Insured** indicated in Item 1. of the Declaration Page of this Policy at the Specified Project endorsed to this policy.

X. Property Damage means:

1. Physical injury to or destruction of (a) tangible property of parties other than the **Insured**, including the resulting loss of use and diminution in value thereof or (b) tangible property of the first **Named Insured** identified in Item 1. of the Declarations including the resulting loss of use thereof;
2. Loss of use, but not diminution in value, of (a) tangible property of parties other than the **Insured** or (b) tangible property of the first **Named Insured** identified in Item 1. of the Declarations, that has not been physically injured or destroyed; or

ENDORSEMENT NO. CONTINUED

3. **Natural Resource Damage.**

Property Damage does not include **Environmental Damage**.

2. Section VI., **CONDITIONS**, paragraph I. **SOLE AGENT** is deleted in its entirety and replaced with the following:

I. SOLE AGENT

The first **Named Insured** shall act for and be responsible for all of the **Insureds** with respect to the following items:

1. Giving and receiving notice of cancellation or non-renewal;
2. Payment or return of premium;
3. Payment of any deductible or reimbursement for deductible amounts advanced by the Company;
4. Receipt and acceptance of any endorsement issued to form a part of this Policy; and
5. Receipt of and giving all communications regarding the policy from and to the Company.

3. Section I. **INSURING AGREEMENTS**, paragraph 2. **DEFENSE** is amended by the addition of the following:

When the Company has the right to appoint counsel and the duty to defend a **Claim**, such **Claim** shall be defended on a "joint defense" basis, subject to applicable law, under which:

1. The Company shall appoint one counsel to defend all of the **Insureds** who are or may be involved with respect to any such **Claim**; and
2. All of the **Insureds** shall have the obligation to cooperate with respect to the investigation and joint defense of any such **Claim**.

4. Section II., **EXCLUSIONS**, paragraph M. **INSURED VS. INSURED** is deleted and replaced with the following:

M. INSURED VS. INSURED

Based upon or arising out of any **Claim** brought by any **Insured** against any other **Insured**. This exclusion does not apply to **Claims** by the first **Named Insured** identified in Item 1. of the Declarations against any other **Insured**.

5. Section II. **EXCLUSIONS**, Paragraph N. **OWNED PROPERTY** is deleted in its entirety.

All other terms, conditions, and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)