

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CHANGES IN COMMERCIAL GENERAL LIABILITY**

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Delos Insurance Company
Endorsement Effective:	Countersigned By:

(Authorized Representative)

ADDITIONAL EXCLUSIONS

This policy does not apply to, and the company shall have no duty to defend, any claim seeking "Bodily Injury", "Property Damage", "Advertising Injury" or "Personal Injury" arising in whole or in part out of, caused by, or attributable to, the following:

<p>ASBESTOS</p> <ul style="list-style-type: none"> a) The use of asbestos in constructing or manufacturing any good, product, or structure; or b) The removal of asbestos from any good, product, or structure; or c) The manufacture, transportation, storage, service installation, use, sales, mining, distribution, or disposal of asbestos or goods or products containing asbestos; or d) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or e) Any loss, cost or expense related to any of the above. <p>LEAD</p> <p>Exposure to, inhalation of, or ingestion of lead or the residue of lead.</p> <p>PUNITIVE OR EXEMPLARY DAMAGES</p> <p>A "suit" brought against you or persons insured hereunder that falls within the coverage provided by this policy, seeking both compensatory and punitive and/or exemplary damages.</p> <p>No coverage shall be provided by this policy for any costs, interest, costs of defense, or damages attributable to punitive or exemplary damages.</p>	<p>SULFATES</p> <p>Any claim based in whole or in part for "Bodily Injury" or "Property Damage" which was directly or indirectly based upon or contributed to in whole or in part, arising out of, resulting from, or in any manner related to exposure to or the absorption of sulfates, whether such sulfates are in a pure form or were combined with any other chemical or material.</p> <p>CHROMATED COPPER ARSENATE (CCA)</p> <p>Any loss or liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of the attorneys, experts, or consultants arising out of or in any way related, directly or indirectly, to:</p> <ul style="list-style-type: none"> a) Chromated copper arsenate, chromated copper arsenate products, chromated copper arsenate-containing materials or products, including but not limited to manufacturing, use, sale, installation, removal or distribution activities; b) Exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of chromated copper arsenate, chromated copper arsenate products, chromated copper arsenate-containing materials or products; c) Any obligation to investigate, settle or defend, or indemnify any person against any claim or "suite" arising out of, or related in any way, directly or indirectly, to chromated copper arsenate, chromated copper arsenate products, or chromated copper arsenate-containing materials or products.
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CROSS SUITS

Any claim for damages by any Named Insured against another Named Insured.

ABUSE OR MOLESTATION

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody, or control of any insured, or
2. The negligent:
 - i. Employment;
 - ii. Investigation;
 - iii. Supervision;
 - iv. Reporting to the proper authorities, or failure to so report; or
 - v. Retention;

of a person for whom any insured is or ever was legally responsible for and whose conduct would be excluded by Paragraph 1.

COMMUNICABLE DISEASE-SEXUAL ACTION

- a) The transmission, actual or alleged, of a communicable disease by any insured, including but not limited to, Acquired Immune Deficiency Syndrome (AIDS);
- b) Failure to perform services which were either intended to or assumed to prevent communicable diseases or their transmission to others; or
- c) Sexual action, including but not limited to any verbal or nonverbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, regardless of whether such action is alleged to be intentional or negligent.

ATHLETIC PARTICIPANTS

Any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

FIRE RETARDANT TREATED WOOD (FRT)

Any loss or liability, including, but not limited to settlements, judgments, costs, charges, expenses, costs of investigations, or the fees of the attorneys, experts, or consultants arising out of or in any way related, directly or indirectly to:

- a. Fire Retardant treated Wood, Fire Retardant Treated Wood products, Fire retardant Treated Wood containing materials or products, including but not limited to manufacturing, use, sale, installation, removal or distribution activities;

- b. Exposure to, testing for, monitoring of, cleaning up, removing, containing or treating of Fire Retardant Treated Wood, Fire Retardant Treated Wood products, Fire Retardant Treated Wood-containing materials or products;
- c. Any obligation to investigate, settle or defend, or Indemnify any person against any claim or "suit" arising out of, or related in any way, directly or indirectly to Fire Retardant Treated Wood, Fire Retardant Treated Wood products, Fire Retardant Treated Wood-containing materials or Products.

SILICA, SILICA DUST OR MIXED DUST

Any loss, cost or expense arising out of actual, alleged, threatened, or suspected

- (1) Inhalation of, ingestion of, physical exposure to, existence of, presence of, or absorption of toxic substances from "silica", "silica-related dust", or "mixed dust" in any form,
- (2) Devaluation of property from any form of silica, silica dust, or "mixed dust", in any form regardless of whether any other cause event, material or product contributed concurrently or in any sequence to any such injury or damage.
- (3) Existence of silica, silica dust or "mixed dust" in any form, in any occupancy, structure or construction
- (4) Goods, products, or structures containing silica, silica dust or "mixed dust", in any form;
- (5) Manufacturing, sale, transportation, distribution, use, installation handling or storage of silica, silica dust or "mixed dust", in any form, or
- (6) Abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in anyway responding to or assessing the effects of silica, silica dust or "mixed dust", in any form or
- (7) Supervision, instruction, recommendation, request, warning or advice given or which should have been given in relation to silica, silica dust or "mixed dust", in any form, by any insured or by any other person or entity.

"Mixed dust" includes any dust particles from quartz, metallic, or fibrous mineral.

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

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<p>EXTERIOR INSULATION & FINISH SYSTEMS (E.I.F.S.)</p> <ol style="list-style-type: none"> The design, manufacture, construction, fabrication, preparation, distribution, and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or "Your product" or "your work" with respect to any any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system is used on the part of that structure containing that component, fixture or feature. <p>"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:</p> <ol style="list-style-type: none"> A rigid or semi-rigid insulation board made of expanded polystyrene and other materials; The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; A reinforced or un-reinforced base coat; A finish coat providing surface texture to which color may be added; and Any flashing, caulking or sealant used with the s system for any purpose. 	<p>PROFESSIONAL SERVICES</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform. Subject to Paragraph 3 below, professional services include: <ol style="list-style-type: none"> Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and Supervisory or inspection activities performed as part of any related architectural or engineering activities. 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. <p>CLASSIFICATION LIMITATION Any claim for damages involving Classification(s) and Code(s) not listed in the Covered Classifications section of the General Liability Declarations.</p>
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CHANGES TO COMMERCIAL GENERAL LIABILITY COVERAGE PART

<p>NEW ENTITIES Paragraph 3, Section II - WHO IS AN INSURED, does not apply.</p> <p>LIMITS OF INSURANCE Paragraph 5, Section III- is amended to include:</p> <ol style="list-style-type: none"> Regardless of the number of policies providing Commercial General Liability issued to an insured by us that may apply to the same "occurrence", the Each Occurrence Limit is the most we will pay
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