

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ES 98 003 01 11

**AMENDED DEFINITION OF OCCURRENCE AND
INSURING AGREEMENT ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

It is agreed that Par. 13, "occurrence," of Section V – DEFINITIONS is deleted in its entirety and replaced with the following:

- 13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that happens during the term of this insurance. Unless otherwise excluded, an "occurrence" can include your negligent construction work when the faulty workmanship was unintended.

It is also agreed that the following shall be added to SECTION I – COVERAGES, COVERAGE, A and B, under section 1. b.:

"Property damage" or "bodily injury" or "personal and advertising injury" which commenced prior to the effective date of this insurance will be deemed to have happened in its entirety prior to, and not during, the term of this insurance.

We will have no duty to defend or indemnify the insured against any "suit" against an insured or any additional insured if such "suit" does not allege an "occurrence" as defined and meet the timing conditions as to both "occurrence" and "property damage" or "bodily injury" or "personal and advertising injury" of this policy.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.