

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- DESIGNATED LOCATIONS AND OPERATIONS COVERED BY A CONSOLIDATED INSURANCE PROGRAM (WITH EXCEPTIONS FOR SCHEDULED LOCATIONS, OPERATIONS AND OFF-SITE WRAP-UP WORK) - NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Specified Location (if applicable)	Specified Operation (if applicable)

Solely with respect to all work or that part of any work performed within the state of New York, the following exclusion is added to paragraph 2. **Exclusions of SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Consolidated Insurance Program(s)

This insurance does not apply to:

"Bodily Injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" performed by you or on your behalf at any project(s) which is or was subject to a consolidated insurance program.

This exclusion applies whether or not the consolidated insurance program:

1. Provides coverage identical to this Coverage Part;
2. Provides coverage to one or more contractors;
3. Provides multiple lines of coverage;
4. Has limits adequate to cover all claims; or
5. Remains in effect.

This exclusion applies to all of your locations, operations, or programs if either of the following apply:

- i. The **SCHEDULE** above is blank; or
- ii. Work is performed by you or on your behalf away from any location that is or was the subject of a consolidated insurance program and such work is covered by the consolidated insurance program.

However, this exclusion does not apply to:

- i. Your specified location(s) or operation(s) described in the **SCHEDULE** above; or
- ii. Work that is not described in the **SCHEDULE** above but is performed by you or on your behalf away from any location that is or was the subject of a consolidated insurance program and such work is not covered by the consolidated insurance program. For the exception to this exclusion to apply, you shall have the burden of proving that the consolidated insurance program does not provide coverage for such work; or
- iii. If, as part of this policy, the City of New York, including its officials and employees ("the City"), is named as an Additional Insured, but this exception to the exclusion shall not apply if the City is also named an Additional Insured under a consolidated insurance program.

Any coverage granted by the above listed exceptions to this exclusion is excess over any valid and collectible insurance available for any loss, cost, or expense provided under this Coverage Form.

As used in this endorsement, the term "consolidated insurance program" means a centralized insurance program under which one part has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s), owner controlled insurance program(s), contractor controlled insurance program(s), or other project specific insurance policy(ies), whether provided by you, or any other person or entity if you are an insured under such insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.