36. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

Paragraph **C.14.** is replaced by the following:

C. Exclusion Endorsements

**14.** Liability arising out of any pollution exposure not otherwise precluded by the pollution exclusion contained in the Commercial General Liability Coverage Part:

**a.** May be totally excluded by attaching Alaska Total Pollution Exclusion Endorsement CG 32 67**;**

**b.** May be totally excluded, with the exception of liability arising out of a hostile fire, by attaching Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 32 68**;** or

**c.** May be totally excluded, with the exception of liability arising out of building heating equipment or a hostile fire, by attaching Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 32 69**.**

To provide pollution liability coverage refer to Rule **47**.

Paragraphs **C.18.a.** and **C.18.b.** are replaced by the following:

**18.** To address operations that are covered by a controlled (wrap-up) insurance program, the following endorsements are available:

**a.** Liability arising out of a specific operation(s) where the named insured is enrolled in a controlled (wrap-up) insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects:

**(1)** May be excluded by attaching Alaska Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program Endorsement CG 21 20**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

**(2)** May be excluded with a limited exception for additional insureds who are not enrolled in a controlled (wrap-up) insurance program by attaching Alaska Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program – Limited Exception For Additional Insureds Endorsement CG 40 23**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

**b.** Limited coverage may be provided for a specified operation(s) where the named insured is enrolled in a controlled (wrap-up) insurance program if such program has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis:

**(1)** By attaching Alaska Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program Endorsement CG 21 19**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

**(2)** Including a limited exception for additional insureds who are not enrolled in a controlled (wrap-up) insurance program, attach Alaska Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program – Limited Exception For Additional Insureds Endorsement CG 40 24**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

The following is added to Paragraph **C.18.:**

Alaska Stat. § 21.36.475 requires that all owner-controlled insurance programs or contractor-controlled insurance programs must be approved by the Director of Insurance before they may be used in Alaska and shall only be allowed for major construction projects. Endorsement CG 21 20**,** Endorsement CG 21 19**,** Endorsement CG 40 23 and Endorsement CG 40 24 may only be used when the underlying owner-controlled insurance program or contractor-controlled insurance program has been approved by the Director of Insurance.

In accordance with Alaska Stat. § 21.36.475(c)(3), a major construction project means the process of constructing a structure, building, facility, or roadway or major renovation of more than 50 percent of an existing structure, building, facility, or roadway having a contract cost of more than $50,000,000 of a definite term at a geographically defined project site.

Paragraph **C.20.** is replaced by the following:

**20.** Liability with respect to bodily injury, property damage and personal and advertising injury arising out of genetic modification:

**a.** May be excluded by attaching Alaska Genetically Modified Organism Exclusion Endorsement CG 40 21**;** or

**b.** May be excluded on a scheduled basis by attaching Alaska Genetically Modified Organism Exclusion For Designated Operations Or Products Endorsement CG 40 22**.**

Paragraph **C.21.** does not apply.

Paragraphs **C.23.,** **C.24.,** **C.30.** and **C.34** are replaced by the following:

**23.** Liability arising out of the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any exterior insulation and finish system or any part thereof may be excluded by attaching Alaska Exclusion – Exterior Insulation And Finish Systems Endorsement CG 32 70**.**

**24.** Liability arising out of silica or silica-related dust may be excluded by attaching Alaska Silica Or Silica-related Dust Exclusion Endorsement CG 32 73**.**

**30.** Liability for bodily injury or property damage arising out of earth movement caused by or aggravated by an insured's work:

**a.** May be excluded by attaching Alaska Exclusion – Earth Movement Endorsement CG 40 18**.**

**b.** May be excluded only with respect to completed operations by attaching Alaska Exclusion – Earth Movement – Completed Operations Endorsement CG 40 19**.**

**c.** May be excluded on a scheduled basis by attaching Alaska Earth Movement – Exclusion For Designated Operation(s) Or Project(s) Endorsement CG 40 20**.**

**34.** Liability arising out of perfluoroalkyl or polyfluoroalkyl substances (PFAS) may be excluded by attaching Alaska Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Endorsement CG 21 24**.**

Paragraph **E.10.** does not apply.

Paragraph **H.** does not apply.

46. OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE AND PRINCIPALS PROTECTIVE LIABILITY INSURANCE (Subline Code 335)

Paragraph **B.2.c.** is replaced by the following:

**c.** Refer to mandatory state endorsements:

**(1)** Alaska War Liability Exclusion Endorsement CG 26 98**.**

**(2)** Alaska Changes – Cancellation And Nonrenewal Endorsement CG 29 43**.**

Paragraph **B.8.** does not apply.

Paragraphs **B.9.,** **B.10.,** **B.13., B.15.** and **B.17.** are replaced by the following:

B. Description Of Owners Or Contractors Protective Liability Coverage

**9.** Liability arising out of the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any exterior insulation and finish system or any part thereof may be excluded by attaching Alaska Exclusion – Exterior Insulation And Finish Systems Endorsement CG 32 71**.**

**10.** Liability arising out of silica or silica-related dust may be excluded by attaching Alaska Silica Or Silica-related Dust Exclusion Endorsement CG 32 74**.**

**13.** Liability arising out of any pollution exposure not otherwise precluded by the pollution exclusion contained in the Owners And Contractors Protective Liability Coverage Part:

**a.** May be totally excluded by attaching Alaska Total Pollution Exclusion Endorsement CG 34 58**;**

**b.** May be totally excluded, with the exception of liability arising out of a hostile fire, by attaching Alaska Total Pollution Exclusion With A Hostile Fire Exception Endorsement CG 34 59**;** or

**c.** May be totally excluded, with the exception of liability arising out of building heating equipment or a hostile fire, by attaching Alaska Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement CG 34 60**.**

**15.** Liability for bodily injury or property damage arising out of earth movement caused by or aggravated by an insured contractor's work may be excluded by attaching Alaska Exclusion – Earth Movement Endorsement CG 34 61**.**

**17.** Liability arising out of perfluoroalkyl or polyfluoroalkyl substances (PFAS) may be excluded by attaching Alaska Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Endorsement CG 21 25**.**

48. PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE (Subline Code 336)

Paragraph **A.3.c.** is replaced by the following:

**c.** Refer to mandatory state endorsements:

**(1)** Alaska War Liability Exclusion Endorsement CG 26 98**.**

**(2)** Alaska Changes – Cancellation And Nonrenewal Endorsement IL 02 80**.**

Paragraph **A.5.** is replaced by the following:

A. Description Of Products/Completed Operations Liability Coverage

**5.** The Pollution Exclusion under Section **I** – Coverages – Bodily Injury And Property Damage Liability may be replaced by either of the following endorsements:

**a.** Alaska Total Pollution Exclusion Endorsement CG 32 91

Liability arising out of any pollution exposure not otherwise precluded by the Products/Completed Operations Liability Coverage Part may be totally excluded by attaching Endorsement CG 32 91**.**

**b.** AlaskaTotal Pollution Exclusion For Designated Products Or Work Endorsement CG 21 05

Liability arising out of any pollution exposure not otherwise precluded by the Products/Completed Operations Liability Coverage Part may be totally excluded for designated products or work by attaching Endorsement CG 21 05**.**

Paragraph **A.7.** does not apply.

Paragraphs **A.8.,** **A.9.,** **A.12.** and **A.15.** are replaced by the following:

**8.** Liability arising out of the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any exterior insulation and finish system or any part thereof may be excluded by attaching Alaska Exclusion – Exterior Insulation And Finish Systems Endorsement CG 32 72**.**

**9.** Liability arising out of silica or silica-related dust may be excluded by attaching Alaska Silica Or Silica-related Dust Exclusion Endorsement CG 32 74**.**

**12.** Liability with respect to bodily injury and property damage arising out of genetic modification:

**a.** May be excluded by attaching Alaska Genetically Modified Organism Exclusion Endorsement CG 34 62**;** or

**b.** May be excluded on a scheduled basis by attaching Alaska Genetically Modified Organism Exclusion For Designated Operations Or Products Endorsement CG 34 63**.**

**15.** To address operations that are covered by a controlled (wrap-up) insurance program, the following endorsements are available:

**a.** Liability arising out of a specific operation(s) where the named insured is enrolled in a controlled (wrap-up) insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific projects:

**(1)** May be excluded by attaching Alaska Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program Endorsement CG 34 75**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

**(2)** May be excluded with a limited exception for additional insureds who are not enrolled in a controlled (wrap-up) insurance program by attaching Alaska Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program – Limited Exception For Additional Insureds Endorsement CG 34 73**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

**b.** Limited coverage may be provided for a specified operation(s) where the named insured is enrolled in a controlled (wrap-up) insurance program if such program has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis:

**(1)** By attaching Alaska Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program Endorsement CG 34 69**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

**(2)** Including a limited exception for additional insureds who are not enrolled in a controlled (wrap-up) insurance program, by attaching Alaska Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program – Limited Exception For Additional Insureds Endorsement CG 34 74**.** The specific location(s) and operation(s) that are addressed by this endorsement must be described in the Schedule of the endorsement.

Alaska Stat. § 21.36.475 requires that all owner-controlled insurance programs or contractor-controlled insurance programs must be approved by the Director of Insurance before they may be used in Alaska and shall only be allowed for major construction projects. Endorsement CG 34 75**,** Endorsement CG 34 73**,** Endorsement CG 34 69 and Endorsement CG 34 74 may only be used when the underlying owner-controlled insurance program or contractor-controlled insurance program has been approved by the Director of Insurance.

In accordance with Alaska Stat. § 21.36.475(c)(3), a major construction project means the process of constructing a structure, building, facility, or roadway or major renovation of more than 50 percent of an existing structure, building, facility, or roadway having a contract cost of more than $50,000,000 of a definite term at a geographically defined project site.

Paragraph **A.16.** does not apply.

Paragraph **A.17.** is replaced by the following:

**17.** Liability arising out of perfluoroalkyl or polyfluoroalkyl substances (PFAS) may be excluded by attaching Alaska Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Endorsement CG 21 25**.**

49. RAILROAD PROTECTIVE LIABILITY (Subline Code 335)

Paragraph **B.2.c.** is replaced by the following:

**c.** Refer to Mandatory State Endorsement:

**(1)** Alaska War Liability Exclusion Endorsement CG 26 99**.**

**(2)** Alaska Changes – Cancellation And Nonrenewal Endorsement CG 29 44**.**

**(3)** Alaska Changes – Appraisal Endorsement CG 31 25**.**

Paragraphs **B.4.** and **B.7.** are replaced by the following:

B. Description Of Railroad Protective Liability Coverage

**4.** Liability arising out of silica or silica-related dust may be excluded by attaching Alaska Silica Or Silica-related Dust Exclusion Endorsement CG 32 75**.**

**7.** Liability arising out of perfluoroalkyl or polyfluoroalkyl substances (PFAS) may be excluded by attaching Alaska Exclusion – Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) Endorsement CG 21 26**.**