



October 16, 2023

VIA EMAIL: chall@mwielectric.com

MWI Electrical Contractors, Inc.
78 Hamby Road SE
Marietta, GA 30067
ATTN: Chase Hall, VP/CFO

Reference: Bid No. 20-752-036, Electrical Contractor Services

Dear Mr. Hall:

As a result of the excellent service provided by MWI Electrical Contractors, Inc., the DeKalb County School District ("DCSD") desires to renew the award of Bid No. 20-752-036 for one (1) year on the same terms, conditions and pricing as set forth in the License and Services Agreement between DCSD and MWI Electrical Contractors, Inc. dated January 22, 2021. The purpose of this letter is to obtain MWI Electrical Contractors, Inc.'s acceptance of DCSD's offer to renew the License and Services Agreement.

The renewal is subject to the DeKalb County Board of Education's ("Board") approval and will be effective from January 22, 2024, through January 21, 2025. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates MWI Electrical Contractors, Inc.'s consideration of this offer to renew the award of Bid No. 20-752-036.

If accepted, please submit a copy of your company's proof of insurance reflecting the coverage(s) stated within the original solicitation document, sign the acceptance below and email both documents to solicitationquestions@dekalbschoolsga.org no later than Monday, October 23, 2023. Insurance policy or policies must be maintained throughout the term of this agreement. A copy of the insurance requirements is included.

Best regards,

Carla L. Smith

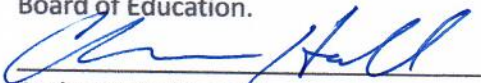
Carla L. Smith
Executive Director, Vendor Services

CLS/smg

c: Mr. Erick Hofstetter
Mr. Bobby Moncrief

ACKNOWLEDGMENT

MWI Electrical Contractors, Inc. hereby accepts DeKalb County School District's offer to renew the award of Bid No. 20-752-036 Electrical Contractor Services, as set forth in the License and Services Agreement, until January 21, 2025. MWI Electrical Contractor, Inc. understands that this acceptance is subject to the approval of the DeKalb County Board of Education.


Authorized Signatory

Chase Hall
Name (Typed or Printed)

10-16-2023
Date

CFO
Title of Authorized Signatory



ADDITIONAL REMARKS SCHEDULE

AGENCY Skinner and Company, Inc.		NAMED INSURED MWI Electrical Contractors Inc 78 Hamby Road Marietta, GA 30067	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Pollution Liability Company: Navigators Specialty Insurance Company NAIC #36056

Policy #CH22ECPZ0AYV61C / Effective 6/9/23-6/9/24

Each Incident Limit: \$2,000,000 / Aggregate Limit: \$2,000,000 / Each Incident Deductible: \$5,000

Project: Electrical Contractor Services - ITB No: 20-752-036

When required by written contract, Dekalb County Board of Education and Dekalb County School District are Additional Insureds as respects General Liability and Automobile Liability per terms and conditions of above referenced forms.

When required by written contract, Waiver of Subrogation applies in favor of Dekalb County Board of Education and Dekalb County School District as respects General Liability, Automobile Liability and Workers Compensation per terms and conditions of above referenced forms.

Trustgard Insurance Company
P.O. Box 1218
Columbus, Ohio 43216-1218

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Policy Number: CPP 2782831

Contractors' Optimum Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUILDING AND PERSONAL PROPERTY COVERAGE FORM
- BUSINESS COMPUTER COVERAGE FORM
- CAUSES OF LOSS - SPECIAL FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location. If a limit is shown elsewhere in the policy for any of these coverages, then that limit applies in addition to the limits shown below. If a different deductible amount is shown in the policy for any of these coverages, then that deductible will be the applicable deductible.

A separate limit of \$500,000 applies on a **Per Loss Aggregate** basis to those coverages shown below that are designated **PLA**. This **Per Loss Aggregate** Limit applies separately at each location designated on the policy Declarations. At the time of loss, the first Named Insured may elect to apportion this **Per Loss Aggregate** Limit of Insurance to any one or any combination of those coverages, but under no circumstances will the aggregate apportionment be permitted to exceed \$500,000 at any one designated location. For complete details of the coverages provided, refer to the specific policy language.

BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO THE PER LOSS AGGREGATE

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
PLA	Property Deductible	Accounts Receivable	9
PLA	None	Claim Expense	10
PLA	Property Deductible	Computer	18
PLA	Property Deductible	Consequential Loss Assumption	15
PLA	Property Deductible	Fine Arts Not Held For Sale	15
PLA	None	Fire Department Service Charge	5
PLA	Property Deductible	Mobile Equipment On Premises	16
PLA	None	Recharge Of Fire Protection Equipment	9
10% of Loss Subject To PLA	None	Reward Payment	8
PLA	Property Deductible	Utility Services - Direct Damage	16
PLA	Property Deductible	Valuable Papers And Records (Other Than Electronic Data)	13

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BUILDING AND BUSINESS PERSONAL PROPERTY COVERAGES SUBJECT TO A SPECIFIC LIMIT OF INSURANCE

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$50,000 Building	Property Deductible	Appurtenant Structures	17
\$5,000 BPP	Property Deductible	Appurtenant Structures	17
\$10,000	Property Deductible	Backup Of Sewer And Drains	11
\$10,000	Property Deductible	Business Personal Property Temporarily In Portable Storage Units	14
\$25,000	None	Computer And Funds Transfer Fraud	12
Included in BPP Limit	Property Deductible	Contents Of Fuel Storage Tanks	5
\$25,000 Per Occurrence; \$100,000 Annual Aggregate	Property Deductible	Contractual Penalties	11
\$10,000	Property Deductible	Deferred Payments	16
\$10,000	None	Employee Theft Including ERISA	11
\$10,000	None	Forgery Or Alteration	11
Included In Building Limit	Property Deductible	Fuel Storage Tanks	5
\$1,000	None	Lock And Key Replacement	11
\$10,000 In/Out	None	Money And Securities	9
\$1,000,000	Property Deductible	Newly Acquired Or Constructed Property - Building - 180 Days To Report	12
\$500,000	Property Deductible	Newly Acquired Or Constructed Property - Business Personal Property - 180 Days To Report	12
\$5,000	Property Deductible	Non-Owned Detached Trailers	14
Included	Property Deductible	Ordinance Or Law Contingent Liability	6
\$50,000	Property Deductible	Ordinance Or Law Demolition Cost	7
\$50,000	Property Deductible	Ordinance Or Law Increased Cost Of Construction	7
\$10,000	Property Deductible	Ornamental Display Gardens	17
\$10,000	Property Deductible	Ornamental Landscape Display	17

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
\$25,000	Property Deductible	Outdoor Growing Stock	17
\$25,000	Property Deductible	Outdoor Property	15
\$10,000	Property Deductible	Personal Effects And Property Of Others (Maximum Of \$1,000 Per Employee For Loss Or Damage By Theft)	12
\$25,000	Property Deductible	Pollutant Clean up	5
Included	Property Deductible	Premises Redefined To 1,000 Feet	5
90 Days	None	Preservation Of Property	5
\$25,000	Property Deductible	Property In Transit	13
\$50,000 \$25,000 per Salesperson	Property Deductible	Property Off- Premises	13
25% Of BPP Subject To PLA	Property Deductible	Seasonal Increase	18
Included	Property Deductible	Selling Price Valuation Of Stock	18
\$25,000	Property Deductible	Signs Whether Attached To A Building Or Not	18

COMMERCIAL GENERAL LIABILITY COVERAGES

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Additional Insured - Lessor Of Leased Equipment	25
Included	None	Additional Insured - Managers Or Lessor Of Premises	26
Included	None	Additional Insureds Required By Contract	24
Included	None	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorization	26
Included	None	Aggregate Limit Per Location	23
Included	None	Aggregate Limit Per Project	23
Included	None	Blanket Primary And Noncontributory	28
Included	None	Broad Form Named Insured	24

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LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Coverage For Injury To Leased Workers	19
\$300,000	None	Damage To Premises Rented To You - Increased Limit	19
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined	28
\$10,000	None	Electronic Data Liability	27
Included	None	Expected Or Intended Injury	18
Included	None	Incidental Medical Malpractice	27
Included	None	Liberalization Clause	29
\$25,000 Each Occurrence/ \$50,000 Aggregate	\$250	Limited Care, Custody Or Control Coverage	20
\$5,000 Each Occurrence	\$100	Lost Key Coverage	20
\$10,000	None	Medical Payments	27
Included	None	Mobile Equipment Redefined To 1,000 Pounds	29
Included	None	Newly Formed Or Acquired Organizations - 180 Days To Report	27
Included	None	Non-Owned Watercraft Redefined To 51 Feet	19
\$25,000	None	Property Damage To Borrowed Equipment	20
\$2,500	None	Supplementary Payments Increased Limits - Bonds	24
\$500 Per Day	None	Supplementary Payments Increased Limits - Earnings	24
Included	None	Unintentional Failure To Disclose Hazards	29
\$5,000 Each Occurrence/ \$25,000 Aggregate	\$250	Voluntary Property Damage	22
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Others To Us	29

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The following changes apply to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

I. The following amends specified provisions stated under **Section A. Coverage:**

1. Item **1. Covered Property a. Building (5)(b)** is replaced with the following:

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

2. The following are added under item **a. Building as Covered Property:**

(6) Fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

3. The first paragraph of item **1. Covered Property b. Your Business Personal Property** is replaced with the following:

b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

4. The following is added under item **b. Your Business Personal Property:**

(8) Contents of any fuel tanks, including the piping, pumps and equipment connected to it, installed above or below ground.

(9) Personal Property Of Others that is:

(a) In your care, custody or control; and

(b) located in or on the building or structure described in the Declarations or in the open (or in a

vehicle) within 1,000 feet of the building or structure or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.

5. Item **1.c. Personal Property of Others** is deleted.

II. The following amends specified provisions stated under **Section A. Coverage 4. Additional Coverages:**

1. Item **b. Preservation of Property (2)** is replaced with the following:

(2) Only if the loss or damage occurs within 90 days after the property is first moved.

2. Item **c. Fire Department Service Charge** is replaced with the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement for your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

3. The last paragraph of item **d. Pollutant Clean Up And Removal** is replaced with the following:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

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4. Item **e. Increased Cost Of Construction** is replaced in its entirety with the following:

e. Ordinance Or Law

(1) The coverages provided by this endorsement apply only if (1)(a) and (1)(b) are satisfied and they are then subject to the qualifications set forth in (1)(c).

(a) The ordinance or law:

(i) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

(ii) is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

(b)(i) The building sustains direct physical damage that is covered under this policy and as a result of damage you are required to comply with the ordinance or law; or

(ii) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and as a result of the building damage in its entirety you are required to comply with the ordinance or law.

(iii) But if the building sustains direct physical damage that is

not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

(c) In the situation described in (1)(b)(ii) above, we will not pay the full amount of loss otherwise payable under the terms of the coverage provided by this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical loss bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this endorsement.

(2) We will not pay under this endorsement for:

(a) Enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence of, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(b) The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or

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neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(3) Coverage

- (a) With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of or requirement to comply with an ordinance or law that requires the demolition of undamaged parts of the same building.

This **Additional Coverage** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. This does not increase the Limit of Insurance.

- (b) With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(b)** is \$50,000 at each described premises. This is additional insurance.

- (c) (1) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:
- (i) Repair or reconstruct damaged portions of that

building; and/or

- (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of or requirement to comply with the minimum standards of the ordinance or law.

However:

- (i) This additional coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

- (2) When a building is damaged or destroyed and e.(3)(c)(1) applies to that building, coverage for the increased cost of construction also applies to repair or reconstruction of the following subject to the same conditions stated in e.(3)(c)(1):

- (i) The cost of excavations, grading, backfilling and filling;
- (ii) Foundation of the building;
- (iii) Pilings; and
- (iv) Underground pipes, flues and drains.

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The items listed in (2)(i) through (2)(iv) above are deleted from Property Not Covered, but only with respect to the coverage described in this provision (c)(2).

We will not pay for the increased cost of construction:

- (i) Until the property is actually repaired or replaced, at the same or another premises; and
- (ii) Unless repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

The most we will pay for loss or damage under this **Additional Coverage, e.(3)(c)** is \$50,000 at each described premises. This is additional insurance.

- (4) If the property is repaired or replaced at the same premises or you elect to rebuild at another premises, we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and
 - (b) The increased cost to repair, rebuild or construct the property at the same premises.
- (5) If the ordinance or law requires relocation to another premises we will not pay more than:
 - (a) The amount you actually spend to demolish and clear the site at the described premises; and

- (b) The increased cost to rebuild or construct the property at the new premises.
- (6) Neither the Coinsurance Additional Condition nor a deductible applies to e.(3)(b) and e.(3)(c).
- (7) The terms of this Additional Coverage apply separately to each covered building.
- (8) Under this Additional Coverage we will not pay for costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was damaged; and
 - (b) You failed to comply with.
- (9) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, or Valuation Conditions, to the extent that such exclusions or limitations would conflict with the provisions of this Additional Coverage.

- 5. The following Additional Coverages are added:

f. Arson, Theft And Vandalism Rewards

We will pay on behalf of the insured for information which leads to a conviction in connection with:

- (1) A fire loss covered under this policy caused by arson;
- (2) An actual or attempted theft of Money or other Covered Property; or
- (3) A vandalism loss to the described premises.

The limit for this Additional Coverage is the actual amount of the reward payment but not greater than 10% of the

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actual loss, subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

This is additional insurance. The Coinsurance Additional Condition and Deductible do not apply to this Additional Coverage.

g. Recharge Of Fire Protection Equipment

We will pay your cost to recharge or replace, whichever is less, your fire extinguishers or automatic fire protection equipment when they are discharged as a result of fighting a fire caused by a Covered Cause of Loss, on or within 1,000 feet of the described premises.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

No Deductible applies to this Additional Coverage.

h. Money And Securities

Refer to **Insuring Agreements 3. Inside The Premises - Theft Of Money And Securities** and **5. Outside The Premises** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage.

The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 3** and \$10,000 for **Insuring Agreement 5** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 3** and **Insuring Agreement 5**.

i. Accounts Receivable

We will pay for expenses you incur due to direct physical loss or damage to your accounts receivable records caused by or resulting from a Covered Cause of Loss at a location described in the Declarations.

(1) The expenses we will pay include:

- (a) Amounts due from your customers that you are unable to collect because of direct physical loss or damage to your accounts receivable records;
- (b) Interest charges on any loan required to offset amounts you are unable to collect because of direct physical loss or damage to your accounts receivable records, pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary because of direct physical loss or damage to your accounts receivable records; and
- (d) Other reasonable expenses that you incur to reestablish your records of accounts receivable.

(2) We will not pay expenses for loss or damage under this Additional Coverage caused by or resulting from any of the following:

- (a) Bookkeeping, accounting or billing errors or omissions;
- (b) Electrical or magnetic injury, disturbance or erasure of electronic "Data" or "Media" records, except as a result of direct physical loss caused by lightning;

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- (c) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property; or
 - (d) Unauthorized instructions to transfer property to any person or any place.
- (3) We will not pay expenses for loss or damage under this Additional Coverage for an audit of records or any inventory computation to prove its factual existence.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

The following loss conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

- (1) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss, the following method will be used:
- (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurred; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts

receivable, regardless of how that amount is established:

- (a) The amount of the accounts for which there is no loss or damage;
- (b) The amount of the accounts you are able to reestablish and collect;
- (c) An amount to allow for probable bad debts that you are normally unable to collect; and
- (d) All unearned interest and service charges.

Additional Definitions:

As used in this Additional Coverage i.:

"Data" means facts, concepts or instructions that are converted into a form usable in data processing operations. This includes computer programs.

"Media" means the materials on which "data" is recorded, such as magnetic tapes, discs, drums, paper tapes, cards and programs. This includes "data" stored on the "media".

j. Claim Expense

- (1) In the event of covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:
- (a) The investigation of a claim or suit; or
 - (b) The determination of the amount of loss, such as taking inventory.
- (2) We will not pay for:
- (a) Expenses to prove that the loss or damage is covered;
 - (b) Expenses incurred under **Section E. Loss Conditions 2. Appraisal**; or

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- (c) Expenses incurred for examinations under oath, even if required by us.

The limit for this Additional Coverage is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Forgery Or Alteration

Refer to **Insuring Agreement 2. Forgery Or Alteration** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 2** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 2**.

l. Employee Theft

Refer to **Insuring Agreement 1. Employee Theft** of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$10,000 for **Insuring Agreement 1** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 1**.

m. Lock And Key Replacement

We will pay up to \$1,000 per occurrence for the cost to repair or replace the door

locks and/or tumblers at the described premises due to theft of your door keys.

n. Contractual Penalties

We will pay for contractual penalties imposed by written contract between you and your customers. These penalties must:

- (1) Result from your failure to deliver your product on time according to contract terms;
- (2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and
- (3) Have been paid by you to your customer.

The most we will pay under this coverage is \$25,000 per occurrence with a \$100,000 annual aggregate limit.

o. Water That Backs Up From A Sewer Or Drain

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from:

- (1) Water that backs up from a sewer or drain; or
- (2) Water that enters into and overflows from within a:
 - (a) Sump pump;
 - (b) Sump pump well; or
 - (c) Other type systems;

designed to remove subsurface water which is drained from the foundation area.

The most we will pay for loss or damage in any one occurrence is \$10,000 or the Limit of Insurance shown in the Schedule for **Water That Backs Up From A Sewer Or Drain** at each described premises.

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p. Computer And Funds Transfer Fraud

Refer to **Insuring Agreement 6. Computer And Funds Transfer Fraud**, of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM), CR 00 21, attached to this policy for the applicable coverage. The coverage provided is subject to the exclusions and provisions of the COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM).

The most we will pay for loss under this coverage is \$25,000 for **Insuring Agreement 6** in addition to a separate limit that may be shown in the Declarations for **Insuring Agreement 6**.

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(2) You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you construct or acquire other than at fairs or exhibitions. The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(3) Insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property will end when any of the following first occurs:

(a) This policy expires;

(b) 180 days expire after you acquire or begin to construct the property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

(1) Personal effects owned by you, your officers, your partners or members, your managers or your employees.

(2) Personal Property of Others in your care, custody or control.

III. Section A. Coverage 5. Coverage Extensions is replaced in its entirety with the following:

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) You may extend the insurance that applies to Building to apply to:

(a) Your new building while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

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The most we will pay for loss or damage under this Extension is \$10,000 at each described premises, but not more than \$1,000 to any loss or damage by theft to tools owned by your employees necessary for the performance of their job responsibilities. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.
- (2) If the Causes of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) The limit for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate; in storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or that is in the care, custody or control of your salespersons. This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

This extension does not apply to Covered Property in or on a vehicle.

The most we will pay for loss or damage under this Extension is \$50,000 but not more than:

- (1) \$25,000 per salesperson; or
- (2) \$50,000 at any fair, trade show or exhibition.

e. Property In Transit

You may extend the insurance provided by this Coverage Form to apply to your Covered Property (including property that is in the care, custody or control of your salesperson) in transit in or on a motor vehicle you own, lease or operate while between points within the coverage territory and more than 1,000 feet from the described premises. Loss or damage must be caused by or result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.

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- (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

The most we will pay for loss or damage under this Extension is \$25,000.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle is in motion.
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or a motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect

on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 1,000 feet of the building or structure described in the Declarations or within 1,000 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such

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Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy and does not apply to loss or damage to the storage unit itself.

h. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof) including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub or plant. This limit applies to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises

the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

i. Fine Arts

You may extend the insurance provided by this Coverage Form to apply to Fine Arts owned by you or in your care, custody or control, that are not held for sale by you, at the premises in the Declarations.

As used in this Extension, Fine Arts means paintings, etchings, pictures, tapestries, art glass windows, and other bona fide works of art or rarity, historical value or artistic merit.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

In the event of a covered loss, payment for Fine Arts will be valued at the Market Value of the item(s) at the time of loss.

Coverage does not extend to Fine Arts at any fair, trade show or exhibition.

j. Consequential Loss

You may extend the insurance provided by this Coverage Form to pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss or damage from a Covered Cause of Loss to other parts of "stock" at the described premises.

In the application of the Coinsurance Additional Condition, the value of "stock" at any location to which this Extension applies includes the additional value that it represents in "stock" at other locations.

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The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

k. Deferred Payments

In the event of a loss under this Extension, coverage will be paid based on the value of the amount shown on your books as due from the buyer. In case of a partial loss and the buyer refuses to continue payment, forcing you to repossess, the amount of the loss will be determined as follows:

We will pay for expenses you incur due to your interest in Business Personal Property lost or damaged by a Covered Cause of Loss and sold by you under a conditional sale or trust agreement, or any installment or deferred payment plan after delivery to the buyer.

- (1) If the realized value of the repossessed property is equal to or greater than the amount shown on your books as due from the buyer, we will make no payment.
- (2) If the realized value of the repossessed property is less than the amount shown on your books as due from the buyer, we will pay the difference.
- (3) If a partial loss occurs and the buyer continues to pay you, there will be no loss payment made under this Extension.

The most we will pay under this Extension is \$10,000 for any one occurrence during the policy period.

1. Mobile Equipment On Premises

You may extend the insurance provided by this Coverage Form to apply to your

mobile equipment such as forklifts, lawn mowers, tractors and similar vehicles, including equipment which you rent.

This Extension does not apply to vehicles which are licensed for use on public roads, or which are insured elsewhere.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

m. Utility Services - Direct Damage

You may extend the insurance provided by this Coverage Form to pay for loss or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to Utility Property. Utility Property includes water supply property, communication supply property and power supply property.

Exception:

Coverage under this endorsement for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

As used in this Extension, **Utility Services** means:

- (1) **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) **Communication Supply Services**, meaning property supplying

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communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a) Communication transmission lines, including fiber optic transmission lines;
- (b) Coaxial cables; and
- (c) Microwave radio relays except satellites.

(3) **Power Supply Service**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines.

As used in this Extension the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Limit of Insurance for this Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement. Loss or damage to two or more Utility Properties arising out of the same occurrence will be considered one occurrence.

n. Appurtenant Structures

You may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the described premises. The most we will pay for Building loss or damage under this extension is \$50,000.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described premises.

The most we will pay for Business Personal Property under this Extension is \$5,000.

o. Ornamental Display Gardens

You may extend the insurance provided by this Coverage Form to apply to ornamental display gardens, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

p. Ornamental Landscape Displays

You may extend the insurance provided by this Coverage Form to apply to ornamental masonry or stone bridges, walks, patios, retaining walls or similar surfaces, or wooden landscaping bridges, gazeboes, storage sheds or similar structures, used for display or promotional purposes, located at the described premises or within 1,000 feet of the personal residence of a landscape or nursery proprietor, partner, officer, or designated employee.

The most we will pay for loss or damage under this Extension is \$10,000.

q. Outdoor Growing Stock

You may extend the insurance provided by this Coverage Form to apply to growing stock. Growing stock means:

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- (1) Seeds, seedlings, bulbs, cuttings, or cultivated plants or trees, from the time they are deposited in the ground, until removed from the ground; and
- (2) Outdoor trees, shrubs and plants held for sale that are contained in pots, flats, or other similar individual containers.

The most we will pay for loss or damage under this Extension is \$25,000.

IV. **Section C. Limits Of Insurance** is replaced in its entirety with the following:

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.
2. The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$25,000 per sign in any one occurrence.
3. The Limit Of Insurance for Business Personal Property stated in the Declarations will automatically increase by 25% to provide for seasonal variations. This seasonal increase is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.
4. Except as otherwise specified, the limits applicable to Additional Coverages and to Coverage Extensions are in addition to the Limit Of Insurance.
5. Payments under the following Additional Coverage will not increase the applicable Limit of Insurance:
 - a. Preservation of Property.

V. The following amends specified provisions stated under **Section E. Loss Conditions**:

1. **Item 7. Valuation c.** "Stock" is replaced with the following:

c. We will determine the value of "stock" you own in the event of loss or damage at:

- (1) The selling price, as if no loss or damage occurred; and
- (2) Less discounts and expenses you otherwise would have had.

The following changes apply to the CAUSES OF LOSS - SPECIAL FORM.

VI. Under **Section F. Additional Coverage Extension**, **Item 1. Property In Transit** is deleted in its entirety.

The following changes apply to the BUSINESS COMPUTER COVERAGE FORM as specified.

VII. We will pay for all risks of direct physical loss, subject to the exclusions and provisions contained in BUSINESS COMPUTER COVERAGE FORM IM 7203, which is attached to and made part of this policy.

The limit for this Coverage Extension is subject to the \$500,000 Per Loss Aggregate Limit for certain coverages specified in this endorsement.

Coverage may be extended up to \$10,000 while the Covered Property is anywhere within the policy territory, and while in transit; however, this Extension does not increase the Limit of Insurance at each described premises.

The following changes apply to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as specified:

VIII. **Expected Or Intended Injury**

Exclusion 2.a. under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

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"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" and "property damage" resulting from the use of reasonable force to protect persons or property.

IX. Coverage For Injury To Leased Workers

A. With respect to Exclusion **2.e. Employer's Liability of Section I - Coverage A - Bodily Injury And Property Damage Liability**, the definition of "employee" in **Section V - Definitions** is replaced by the following:

5. "Employee" does not include a "leased worker" or "temporary worker".

X. Non-Owned Watercraft

Exclusion **g.(2)** under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

XI. Increased Limit For Damage To Premises Rented To You

A. **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions** is amended as follows:

1. The fourth from the last paragraph of Exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period

of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as Described in **Section III - Limits Of Insurance**.

2. The last paragraph of **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

- B. **Section III - Limits Of Insurance, Paragraph 6.**, is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, lightning, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:

- a. \$300,000; or
- b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

- C. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" wherever it appears in:

1. Condition **4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions**; and

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2. 9.a. of Section V - Definitions.

XII. Lost Key Coverage

A. Coverage for "bodily injury" and "property damage" liability with respect to the insured's operations is extended as follows:

1. We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.
2. The additional insurance provided by this endorsement does not apply to:
 - (a) Misappropriation;
 - (b) Secretion;
 - (c) Conversion;
 - (d) Infidelity; or
 - (e) Any dishonest act on the part of the insured.
3. The additional insurance provided by this endorsement applies only to:
 - (a) The actual cost of the keys;
 - (b) Adjustment of locks to accept new keys; and
 - (c) The cost of new locks, including the cost of their installation.

B. The most we will pay for loss or damage resulting from any one "occurrence" under this provision XII. is \$5,000.

C. A deductible of \$100 applies to any loss or damage resulting from any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

D. This coverage extension is subject to the following:

1. Exclusion **j. Damage To Property**, Paragraph **j.(3)** and **j.(4)** of **Section I Coverage A - Bodily Injury And Property Damage Liability** do not apply to the loss of keys by an insured.
2. Subparagraph **2.a.(2)** of **Section II - Who Is An Insured** does not apply to this additional insurance.

XIII. Property Damage To Borrowed Equipment

- A. Exclusion **j.(4)** under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:
 1. Not being used to perform operations; and
 2. Away from an insured's premises.
- B. Subject to Paragraph 5 in **Section III - Limits Of Insurance, Coverage A** the most we will pay for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".
- C. The insurance afforded by provision XIII. **Property Damage To Borrowed Equipment** is excess over any valid and collectible property insurance available to the insured.

XIV. Limited Care, Custody Or Control Liability Coverage

A. Insuring Agreement

With respect to the coverage provided by **XIV. Limited Care, Custody Or Control Liability Coverage**, the following is added to Paragraph **1.a.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

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We will pay all sums that the insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care, custody or control of the insured.

B. Exclusions

With respect to the coverage provided by this coverage extension:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply; and
2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the "products-completed operations hazard"; and
- (d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to the coverage provided by **XIV. Limited Care, Custody Or Control Liability Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$25,000. However, the most we will pay

for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$50,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.

2. We will not pay for a "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible**. We will then pay the amount of "loss" or damage in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. We are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim or "suit",

apply irrespective of the application of the deductible amount.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

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F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

(c) Included in the "products-completed operations hazard", or

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

XV. Voluntary Property Damage Coverage

A. Insuring Agreement

With respect to the coverage provided by **XV. Voluntary Property Damage Coverage**, the following is added to Paragraph 1.a. of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request, we will pay for a "loss" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

B. Exclusions

With respect to the **Voluntary Property Damage Coverage**:

1. Exclusions 2.j.(4) and 2.j.(5) of **Section I - Coverage A - Bodily Injury And Property Damage Liability** do not apply;
2. The following additional exclusions are added to **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to "loss" to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;

C. Limit Of Insurance

With respect to **Voluntary Property Damage Coverage**, the following is added to **Section III - Limit Of Insurance**:

1. The most we will pay for "loss", including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is \$5,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is \$25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible**. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. With respect to **Voluntary Property Damage Coverage**, we are not obligated to pay any "loss" until such "loss" exceeds \$250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".
2. We may pay any part or all of the deductible amount to effect settlement of

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any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

F. Additional Definition

The following is added to **Section V - Definitions**:

"Loss" means any unintentional "property damage" but does not include disappearance, abstraction or theft.

We will not pay for any "loss" under **XIV. Limited Care, Custody Or Control Liability Coverage** unless you are legally liable. If we provide coverage for the same "loss" under **XIV. Limited Care, Custody Or Control Liability Coverage** and **XV. Voluntary Property Damage Coverage**, the most we will pay for the "loss" under the two coverages combined is \$30,000.

XVI. Aggregate Limit Per Location

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to operations at a single designated "location" shown in the Declarations:

1. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location" shown in the Declarations.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

XVII. Aggregate Limit Per Project

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C - Medical Payments**, which can be attributed only to ongoing operations at a single construction project:

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1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C - Medical Payments** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **Coverage A - Bodily Injury And Property Damage Liability** for damages or under **Coverage C - Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

XVIII. Supplementary Payments Increased Limits

Under **Supplementary Payments - Coverage A. and B. of Section I:**

- A. Paragraph 1.b. is replaced with the following:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- B. Paragraph 1.d. is replaced with the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

XIX. Broad Form Named Insured

Section II - Who Is An Insured is amended to include as a Named Insured any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision XIX. does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

XX. Additional Insureds Required By Contract

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement or that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including, but not limited to:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other

than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XXI. Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You

- A. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this provision **XXI**. ends when their contract or agreement with you for such leased equipment ends.

This provision **XXI**. Does not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which

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takes place after the equipment lease expires.

XXII. Additional Insured - Managers Or Lessors Of Premises When Required in Written Lease Agreement With You

Section II - Who Is An Insured is amended to include as an additional insured when required in a written lease agreement, any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

XXIII. Additional Insured - State Or Political Subdivisions Automatic Status When Required For Permits

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds in provisions XX., XXI., XXII. and XXIII., the following is added:

1. The insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
 - c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage", or "personal or advertising injury".

2. The following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

Provisions XX., XXI., XXII. and XXIII. shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person(s) or organization(s) included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

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XXIV. Incidental Medical Malpractice

Paragraph 2.a.(1)(d) of Section II - Who Is An Insured, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

1. Nurses;
2. Emergency Medical Technicians; or
3. Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

XXV. Newly Formed Or Acquired Organizations As Named Insureds

A. Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. Coverage A does not apply to

"damage to your products" that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

- B. The last paragraph of Section II - Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

XXVI. Medical Payments Increased Limits

The Medical Expense Limit shown in the Declarations is increased to \$10,000.

XXVII. Electronic Data Liability

- A. Exclusion 2.p. of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- B. The following paragraph is added to Section III - Limits Of Insurance:

8. Subject to 5. above, the Loss of Electronic Data Limit of \$10,000 is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

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- C. The following definition is added to the **Section V - Definitions:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this provision **XXVII.**, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

XXVIII. Duties In The Event Of Occurrence, Offense, Claim Or Suit - Redefined

- A. The requirement in Condition 2.a. of **Section IV - Commercial General Liability**

Conditions that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers, if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

- B. The requirement in Condition 2.b. of **Section IV - Commercial General Liability Conditions** that you must see to it that we receive written notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An officer of the corporation if you are a corporation;
4. Your members and managers if you are a limited liability company;
5. Your insurance manager; or
6. The trustee, if you are a trust.

XXIX. Blanket Primary And Noncontributory - Other Insurance Condition

Section IV - Commercial General Liability Conditions, is amended by the addition of the following to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by provisions **XX.**, **XXI.**, **XXII.** and **XXIII.**, subject to the following conditions:

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1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XXX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Other To Us is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

1. Your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard"; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

XXXI. Mobile Equipment Redefined

Paragraph 12.f., subparagraph (1) of **Section V - Definitions** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

XXXII. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

XXXIII. Liberalization Clause

If we revise this Contractors' Optimum Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Endorsement

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Policy Number: CPP 2782831

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are required by a written contract or agreement, executed by both parties prior to the date of loss, to add as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and included in the "products-completed operations hazard". But such person or organization is not an additional insured under this policy for any works, claims, losses, damages, acts or omissions of any kind that are unrelated to "your work" for such entity.

B. With respect to the insurance afforded to these additional insureds, the following additional limitations and exclusions apply:

1. This insurance does not apply to any "bodily injury" or "property damage" resulting from any act or omission by, or willful misconduct of the additional insured, whether the sole or a contributing cause of the loss. Coverage afforded to the additional insured is limited solely to the additional insured's "vicarious liability" that is a specific and direct result of your conduct.

"Vicarious liability" is defined in this endorsement as liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.

2. The insurance afforded to such additional insured only applies to the extent permitted by law; and

3. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance Shown in the Declarations;

whichever is less.

D. If you have agreed in a written contract or agreement that this policy will be primary, and without right of contribution from any insurance issued to that additional insured, and the contract or agreement was executed prior to the "bodily injury" or "property

Trustgard Insurance Company
P.O. Box 1218
Columbus, Ohio 43216-1218

Endorsement

CG 38

Policy Number: CPP 2782831

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS -
AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT WITH YOU**

damage", then this insurance will be primary over, and we will not seek contribution from, such insurance. The primary and noncontributory provision applies only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and included in the "products-completed operations hazard".

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Endorsement

CA 60

Policy Number: CA 2782832

Business Auto Optimum

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

With respect to the coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

SECTION II - COVERED AUTOS LIABILITY COVERAGE

A. Broad Form Insured

Paragraph A.1., **Who Is An Insured**, is amended to include as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However:

(1) The Named Insured does not include any organization:

(a) that is a partnership or joint venture;
or

(b) that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.

Paragraph d.(1)(i) above does not apply to a policy written to apply specifically in excess of this policy.

(2) Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.

(3) Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

e. Employees As Insureds - Non-ownership

Any employee of yours is an "insured":

(1) While using a covered "auto" you don't own, hire or borrow in your business or personal affairs; or

(2) While operating an "auto" hired or rented without a driver under contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Blanket Additional Insureds

Any person or organization whom you are required in a written contract or agreement to include as an additional "insured" with respect to your ownership, maintenance or use of a covered "auto". This provision only applies to written contracts or agreements that are signed prior to any "bodily injury" or "property damage" to which coverage applies.

Coverage under this provision (f.) shall be primary and non-contributory with respect to the person or organization included as an "insured" under this provision(f.), but only if the written contract or agreement requires coverage to be primary and non-contributory.

B. Increased Supplementary Payments

Paragraphs 2.a.(2) and (4) Supplementary Payments are replaced by the following:

(2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

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Policy Number: CA 2782832

Business Auto Optimum

C. Amended Fellow Employee Exclusion

Exclusion 5., under Paragraph B., Exclusions, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE

The following coverages are added to Paragraph A. Coverage, of SECTION III - PHYSICAL DAMAGE COVERAGE:

5. Hired Auto Physical Damage Coverage (Other Than "Mobile Equipment")

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following:

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (1) \$75,000;
 - (2) Actual Cash Value; or
 - (3) Cost of Repair.
- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. The insurance provided under this coverage extension is excess over any other collectible insurance.
- d. Subject to the above limit, deductible and excess provisions, we will provide coverage

equal to the broadest coverage applicable to any covered "auto" you own.

- e. Subject to a maximum limit of \$500 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable for, and the lessor incurs an actual financial loss.

6. Air Bag Coverage

We will pay up to a maximum of \$1,000 per occurrence to have air bags in your covered "auto" replaced for an incurred "loss" resulting from accidental deployment. Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

7. Additional Living Expense

We will pay up to \$25 a day, to a maximum of \$400 for additional living expenses, meaning food, lodging and telephone costs, incurred by you due to a covered "loss" caused by:

- a. Comprehensive only if the Declarations indicate that Comprehensive Coverage is provided for that "auto".
- b. Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for that auto.
- c. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

This coverage applies only in the event that the "loss":

- a. Disables a covered "auto"; and
- b. Occurs more than 100 miles from the insured address shown in the Declarations or the garaging address of your covered "auto", if it is different from the insured address.

We will pay the additional living expenses incurred until your covered "auto" is returned to use or we pay for its "loss".

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8. Locked Vehicle Coverage

We will pay to have your covered "auto" unlocked if your vehicle's keys are locked inside your covered "auto". Collision, Specified Causes of Loss, and Comprehensive deductibles do not apply to this coverage.

9. Rental Reimbursement Coverage

The following coverage is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage:**

- a. This coverage applies only to a covered "auto" described in the policy.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, at a maximum of 30 days.
- d. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) A maximum payment of \$60 per day.
- e. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- f. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **PHYSICAL DAMAGE COVERAGE Coverage Extension**.

10. Loan Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The following changes have been made to **SECTION III - PHYSICAL DAMAGE COVERAGE:**

A. Towing and Labor

Paragraph A.2. **Towing** under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced by the following:

2. Towing and Labor

We will pay towing and labor costs incurred up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

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- a. For private passenger type vehicles or "light trucks" we will pay to up \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- b. For "medium trucks" we will pay up to \$175 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds.

However, the labor must be performed at the place of disablement.

B. Physical Damage Increased Transportation Expense Coverage

Coverage for temporary transportation expense under **4. Coverage Extensions, a. Transportation Expenses**, is increased to \$50 per day, up to a maximum limit of \$1,000.

C. Glass Repair - Waiver of Deductible

The following is added to Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV - BUSINESS AUTO CONDITIONS

A. Unintentional Failure to Disclose Hazards

Paragraph **B., General Conditions**, is amended by adding the following:

9. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for same.

B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status Under An Insured Contract

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A.5. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following paragraphs:

- a. We waive any right of recovery we may have against any person or organization described in Paragraph **b.** below because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance, or use of a covered "auto" in performance of work being performed under a contract with that person or organization.
- b. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: **MWC 316907 23**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

**ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE
AGREED TO WAIVING OUR RIGHTS OF RECOVERY UNDER A
WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO THE
OCCURRENCE OF A LOSS**

DATE OF ISSUE: **04-28-23**