



Finance

November 15, 2023

VIA EMAIL scotty@redmondmachinery.com connie@redmondmachinery.com

Wm. J. Redmond & Son, Inc.
58 Weldon Road
Palmetto, GA 30268
ATTN: William S. Redmond, Jr.

Reference: Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment

Dear Mr. Redmond:

As a result of the excellent service provided by Wm. J. Redmond & Son, Inc, the DeKalb County School District ("DCSD") desires to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment for one (1) year on the same terms, conditions and pricing as stated in the bid. The purpose of this letter is to obtain Wm. J. Redmond & Son, Inc. acceptance of DCSD's offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment.

The renewal is subject to the DeKalb County Board of Education's ("Board") approval and will be effective from January 12, 2024, through January 12, 2025. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Wm. J. Redmond & Son, Inc. consideration of this offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment.

As outlined in the bid specifications, you are required to send three (3) published catalogs, CD or website identification to the Facilities Maintenance Department. Your catalog(s) must be addressed as follows:

**ATTENTION: DeKalb County School District – Career Technology & Agricultural Education Department
1701 Mountain Industrial Blvd, Stone Mountain, GA 30083**

If you provide paper catalogs, each catalog must have a brightly colored 3" x 5" (or larger) label affixed to the outside front cover. Your front cover label must adhere to the following format:

DeKalb County School District	
Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment _____% DISCOUNT	
Valid through January 12, 2025 only.	
Quotation Number _____	
Exclusions Are: _____	

Company Name _____	
Company Address _____	
Company Representative _____	
E-Mail _____	
Company Webpage URL _____	

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 lakesia_watkins@dekalbschoolsga.org no later than Monday, November 27, 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

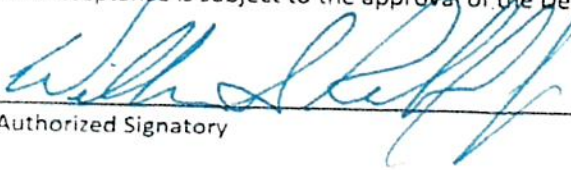
Carla L. Smith
Executive Director, Vendor Services

Enclosure: 1 – Insurance Requirements

c: Doryiane Gunter
CLS/smg

ACKNOWLEDGMENT

Wm. J. Redmond & Son, Inc. hereby accepts DeKalb County School District's offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment at the same prices, terms, and conditions as the original award, until January 12, 2025. Wm. J. Redmond & Son, Inc. understands that this acceptance is subject to the approval of the DeKalb County Board of Education.


Authorized Signatory

11/17/2023
Date

William S Redmond Jr.
Name (Typed or Printed)

Owner
Title of Authorized Signatory

REDMOND MACHINERY

DeKalb County School District
Bid No. 20-519, Catalog Discount – Career Technical & Agricultural
Materials, Supplies and Equipment 10 % DISCOUNT

Valid through January 12, 2025 only.
Quotation Number _____

Exclusions Are: SawStop does not include a discount, but
setup, delivery, and training are included.

Company Name Wm. J. Redmond & Son, Inc.
Company Address 58 Weldon Road, Palmetto GA 30268
Company Representative Scotty Redmond
E-Mail scotty@redmondmachinery.com
Company Webpage URL www.redmondmachinery.com

www.redmondmachinery.com

58 Weldon Road * Palmetto, GA 30268 * 770.683.SAWS (7297) * Fax 770.683.7141 * 800.428.9898
MAILING ADDRESS: PO Box 636 * Moreland, GA 30259

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND LIABILITY PREMIER

This is a summary of coverage with page references of the various additional coverages and coverage extensions provided by this endorsement. However, this summary does not provide any actual coverage. Please refer to the endorsement provisions for changes to your policy.

SECTION 1 – ADDITIONAL INSURED COVERAGES

Broad Form Vendors	Page 3
Controlling Interest	Page 4
Co-owners Of Insured Premises	Page 4
Grantor Of Franchise	Page 4
Grantor Of Licenses	Page 4
Owners Or Other Interests From Whom Land Has Been Leased	Page 4
Lessor Of Leased Equipment	Page 4
Manager Of Lessors Of Premises	Page 4
Mortgagee, Assignee Or Receiver	Page 4
State Or Governmental Agency Or Subdivision Or Political Subdivision	Page 5
Architect, Engineer Or Surveyor Engaged By You	Page 5
Architect, Engineer Or Surveyor Not Engaged By You	Page 5
Concessionaires	Page 5
Primary and Noncontributory Insurance	Page 5
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Page 5

SECTION 2 – COVERAGE EXTENSIONS

Bodily Injury – Expanded Definition	Page 6
Personal and Advertising Injury – Broadened	Page 6
Amendment – Aggregate Limits Of Insurance	Page 6
Borrowed Equipment	Page 6
Duties in the Event of Occurrence, Claim or Suit	Page 6
Unintentional Failure To Disclose Hazards	Page 7
Damage To Premises Rented To You - Expanded Coverage	Page 7
Health Care Services	Page 7
Medical Payments \$10,000	Page 8
Mobile Equipment	Page 8
Newly Formed Or Acquired Organization	Page 8
Extended Non-Owned Watercraft up to 76 feet	Page 8
Supplementary Payments (Bail Bonds \$5,000 / Loss of Earning \$1,000)	Page 8
Liberalization Provision	Page 8

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND LIABILITY PREMIER

SECTION 3 – ADDITIONAL COVERAGES

Voluntary Property Damage Expense Coverage

Page 8

Schedule of Limits			
Each Occurrence Limit	\$25,000	Annual Aggregate Limit	\$25,000

Limited Product Withdrawal Expense Coverage

Page 9

Schedule of Limits			
Annual Aggregate Limit	\$100,000	Deductible	\$2,500
Participation Percentage	20%		

Employee Benefits Liability Coverage

Page 13

Schedule of Limits			
Each Employee Limit	\$1,000,000	Annual Aggregate Limit	\$3,000,000
Deductible	\$1,000		

SECTION 4 – OPTIONAL COVERAGES

If shown as included in the Schedule of Coverages below, the following Optional Coverages are further modified by the terms, exclusions, and conditions applicable to the Commercial General Liability Coverage.

Hired and Non-owned Auto Liability Coverage

Page 16

Schedule of Limits	
Limit	\$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND LIABILITY PREMIER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION 1 - ADDITIONAL INSURED COVERAGES

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage form, except as described below.

- A. Section II – Who Is An Insured** is amended to include any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or written agreement is:
1. Executed in writing before the beginning of the policy period or during the policy period and
 2. Prior to an "occurrence" or offense which this insurance applies.
- B.** The insurance provided to such additional insured only applies to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- C.** This insurance only applies if the person or organization is not specifically named as an additional insured under any other provision or endorsement of this policy.
- D.** Any insurance provided to any additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of their sole negligence or willful misconduct or that of their agents, "employees", or any other representative of the additional insured.
- E.** With respect to the insurance provided to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- The most we will pay on behalf of the additional insured is
1. The amount of insurance required by the contract or agreement; or
 2. Available under the applicable Limit of Insurance shown in the Declarations; whichever is less.
- This coverage does not increase the applicable Limits of Insurance shown in the Declarations.
- F.** The insurance coverage provided by this endorsement is limited to:
1. **Broad Form Vendors**
 - a. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - i. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - ii. Any express warranty unauthorized by you;
 - iii. Any physical or chemical change in the product made intentionally by the vendor;
 - iv. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - v. Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - vi. Demonstration, installation, servicing or repair operations, except such operations performed as part of the initial set up at the vendor's premises in connection with the sale of the product;

- vii. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient in anything or substance by or for the vendor.
 - viii. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to the exceptions contained in subparagraphs iv or vi; or such inspections, adjustments, test or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - ix. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
2. Any individuals or entities that have **Controlling Interest** in your business, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations by or for that person or organization.
 3. Any **Co-owners Of Insured Premises** but only with respect to their liability as co-owner of the premises insured by this policy.
 4. Any **Grantor Of Franchise** but only with respect to their liability as grantor of franchise to you.
 5. Any **Grantor Of Licenses** but only with respect to their liability as grantor of licenses to you. Their status as additional insured ends when:
 - a. The license granted to you by such person(s) or organization(s) expires; or
 - b. Your license is terminated or revoked by such person(s) or organization(s) prior to the expiration of the license as stipulated by the contract or agreement.
6. **Owners Or Other Interests From Whom Land Has Been Leased** but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
However, this insurance does not apply to:
 - a. any "occurrence" which takes place after you cease to lease that land.
 - b. any structural alterations, new construction or demolition operations performed for, by or on behalf of the additional insured.
 7. Any **Lessor Of Leased Equipment** is any person(s) or organization(s) from whom you lease equipment. Such person(s) or organization(s) is an 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 endorsement ends when their contract or agreement with you for such leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
 8. **Manager Or Lessors Of Premises**, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - a. any "occurrence" which takes place after you cease to be a tenant in that premises, or
 - b. for structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).
 9. **Mortgagee, Assignee Or Receiver** but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction and demolition operations performed by or for the additional insured.

10. State Or Governmental Agency Or Subdivision Or Political Subdivision however this insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision has issued a permit or authorization. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising" arising out of operations performed for the federal government, state or municipality; or "bodily injury" or "property damage" included within the product-completed operations hazard".

11. Architect, Engineer Or Surveyor Engaged By You but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your premises or in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" arising out of the rendering or the failure to render any professional services by or for you; including:

- 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 the insured allege negligence or other wrongdoing in the supervision, hiring, employment training, or monitoring of others by this additional insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering or the failure to render any professional services by or for you.

12. Architect, Engineer Or Surveyor Not Engaged By You but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by, in whole or in part, by

- a. your acts or omissions; or
- b. the acts or omissions of those acting on your behalf in the performance of your ongoing operations performed by you or on your behalf. Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following exclusion applies:

i. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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 services.

13. Concessionaires trading under your name, but only with respect to their liability as a concessionaire trading under your name.

G. Primary and Noncontributory Insurance

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

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

H. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" when you have assumed liability for such injury or damage under an "insured contract".

SECTION 2 - COVERAGE EXTENSIONS

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as described below.

A. BODILY INJURY – EXPANDED DEFINITION ENDORSEMENT

Under **Section V – Definitions**, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. PERSONAL AND ADVERTISING INJURY – BROADENED

1. Paragraph 14.b. of **Section V -- Definitions** is replaced by the following:

b. Malicious prosecution or abuse of process

2. Definition 14 of **Section V -- Definitions** is amended by the addition of the following:

h. Wrongful discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not the result of acts, policy or procedures, or omissions of:

a) The insured;

b) Any executive officer, director, stockholder, partner or member of the insured; or

c) anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

(2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any personal or person(s) by an insured.

(3) Not arising out of any "advertisement" by you.

3. Paragraphs 1. and 2. above do not apply if **Coverage B. Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

C. AMENDMENT - AGGREGATE LIMITS OF INSURANCE

The General Aggregate Limit under **Section III – Limits Of Insurance** applies separately to each of your:

1. Projects away from premises owned by or rented to you; and

2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

D. BORROWED EQUIPMENT

1. Exclusion j. Damage to Property of **Section I – Coverage A Bodily Injury And Property Damage Liability** is amended as follows:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site for damage by aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; sinkhole collapse; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; weight of ice, snow or sleet; and windstorm.

2. This insurance is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

E. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions is changed by the following:

1. The requirement in condition 2.a. of that you must see to it that we are notified of an "occurrence" applies only when the "occurrence" is known to:

a. You, if you are an individual;

b. A partner, if you are a partnership; or

c. An executive officer or insurance manager if you are a corporation.

2. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is know to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager if you are a corporation.

F. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Section IV – Commercial General Liability Conditions paragraph 6. Representations is changed to add the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

G. DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

1. The last paragraph of Paragraph 2., Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or subsequent damages resulting from such fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with permission of the owner. The insurance provided by this paragraph is subject to the Limit displayed in the Declarations. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

2. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:
 - a. the Limits of Insurance section of the declarations of the Commercial General Liability Coverage form; and
 - b. Paragraph 6. of **Section III - Limits of Insurance**; and

- c. The Damage to Premises Rented to You limit in paragraph 6. of **Section III - Limits of Insurance** is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of **Section III - Limits of Insurance**.

3. This new Damage Limit is amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of **Section III Limits of Insurance, 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, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph 9.a. of the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke and leakage from fire protective systems or subsequent damages resulting from such fire, lightning, explosion, smoke and leakage from fire protective systems while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

H. HEALTH CARE SERVICES

1. The definition of "bodily injury" in **Section V - Definitions** is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
2. **Section II - Who Is An Insured**, paragraph 2.a.(1)(d) does not apply to nurses, emergency medical technicians or paramedics referred to in a. above.
3. **Section I – Coverage A Bodily Injury and Property Damage Liability** Exclusion e. Employer's Liability Paragraph (1) does not apply to injury to the emotions or reputation of a person arising out of the rendering of such services.

4. Health Care Services coverage does not apply if you are engaged in the business or occupation of providing any of the services referred to in 1. above.

I. MEDICAL PAYMENTS

1. In Paragraph a.(3)(b) of the insuring agreement of **Coverage C – Medical Payments (Section I – Coverage)**, one year is changed to three years.
2. Paragraph 2.a., Exclusions, of Coverage C (Section I) is replaced by the following:
We will not pay expenses for "bodily injury":
 - a. To any insured, except volunteer workers who are not paid a fee, salary or other compensation.
3. The Medical Expense Limit in Paragraph 7. of **Section III – Limits of Insurance** is replaced by a new Medical Expense Limit, which will be subject to all the terms of **Section III – Limits of Insurance**. The new Medical Expense Limit is an additional \$10,000 in excess of Medical Expense Limit provided by the Coverage Part.

J. MOBILE EQUIPMENT

Under the **Section V - Definitions**, Paragraph f.(1)(a), (b) and (c) of Mobile Equipment does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

K. NEWLY FORMED OR ACQUIRED ORGANIZATION

1. In paragraph 4.a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
2. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provision of the Commercial General Liability Coverage Form or by an applicable endorsement.

L. EXTENDED NON-OWNED WATERCRAFT

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

A watercraft you do not own that is less than 76 feet long and not being used by you to carry persons or property for a charge.

M. SUPPLEMENTARY PAYMENTS

In the Supplementary Payments – Coverages A and B provision:

1. The limit for cost of bail bonds is increased from \$250 to \$5,000.
2. The limit for loss of earnings is increased from \$250 a day to \$1,000 a day.

N. LIBERALIZATION PROVISION

The following condition is added to **Section IV – Commercial General Liability Conditions**:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will apply immediately to this policy.

SECTION 3 - ADDITIONAL COVERAGES

A. VOLUNTARY PROPERTY DAMAGE EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for "property damage" claims directly arising from "your work" for a "client".

The amount of such reimbursement is limited as described in the Limits Of Insurance section. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies only if:

- (1) "Your work" was performed by you or an "employee" and was done with the express knowledge of the insured;
- (2) "Your work" was performed during the policy period;
- (3) You reasonably determine, and "we" agree, that payment in the amount of the "property damage" to the "client" for "your work" is necessary;
- (4) You have received a notarized notification of a demand for remuneration from the "client" by mail within 90 days after the work was performed.

- c. This insurance only applies to "property damage" while "your work" is being performed.

- d. We shall have no duty nor obligation to defend the insured or perform acts or services.

2. Exclusions

This insurance does not apply to:

- a. "Your work" performed at any location owned by, rented or leased to the insured;
- b. Work performed by a subcontractor; or
- c. Property damage (other than "your work") excluded under Bodily Injury And Property Damage Liability in the Coverages section.

3. The following is added to the Section III – Limits of Insurance:

The most we will reimburse you for the sum of all damages covered under the Voluntary Property Damage Expense Coverage because of "your work" is displayed in the Schedule of this endorsement. The Annual Aggregate Limit starts with the beginning of the policy period shown in the Declarations. This coverage is excess if there is any other Voluntary Property Damage Expense Coverage attached to this policy by endorsement.

4. The following condition replaces the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Section IV – Commercial General Liability Conditions) for the Voluntary Property Damage Expense Coverage:

You must notify us as soon as possible of the notification from your "client" of a demand for remuneration for "property damage" resulting from "your work". The notice should include:

- a. A notarized letter from the "client" of the work deemed necessary to be changed;
- b. The names and addresses of the affected "clients"
- c. A written description by you of how, when and where the event occurred; and
- d. A cancelled check or money order written to the "client".

"You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presences of others.

At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of the loss claimed. You are required to cooperate with us in the review of the reimbursement.

5. **Definition:** "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premise and have billed for your service.

B. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

This coverage is subject to the provisions applying to the Commercial General Liability Coverage Form, except as provided below.

1. Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in paragraph 3. Limit Of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
 - i. You determine that the "product withdrawal" is necessary; or
 - ii. An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
 - i. The expenses are incurred within one year of the date the "product withdrawal" was initiated;
 - ii. The expenses are reported to us within one year of the date the expenses were incurred.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
 - i. When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
 - ii. When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".
- f. With respect to products of which "your product" is a component part, we will only reimburse you the amount to replace, repair or repurchase "your product".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to the transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

- i. An error in manufacturing, design, or processing;
- ii. Transportation of "your product"; or
- iii. "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated due to a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Limited Product Withdrawal Expense Coverage was first issued to you or prior to the time "your product" leaves your control or possession.

g. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

- i. Banned from the market by an authorized government entity prior to the policy period; or
- ii. Distributed or sold by you subsequent to any governmental ban.

h. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

i. Third-party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

j. Pollution-related Expenses

Any loss, cost or expense due to any:

- i. Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- ii. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

3. Limit of Insurance

- a. The Aggregate Limit of Insurance shown in the Schedule of Limits and the rules below fix the most we will pay regardless of the number of:
 - i. Insureds;
 - ii. "Product withdrawals" initiated;
 - iii. Number of "your products" withdrawn;

b. Deductible And Participation Percentage Provisions

i. Deductible

We will only pay for the amount of:

- (1) "Product withdrawal expenses" which are in excess of the deductible amount, shown in the Schedule of Limits of this endorsement. The deductible applies separately to each "product withdrawal". The limits of insurance will not be reduced by the amount of this deductible.

- (2) We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

ii. **Participation Percentage**

You agree to participate in the payment of "product withdrawal expenses" which are in excess of the deductible, to the extent of the Participation Percentage indicated in the Schedule of Limits of this endorsement. The Participation Percentage applies separately to each "product withdrawal". You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it. The Limit of Insurance of this Coverage applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

4. **Product Withdrawal Conditions**

a. **Duties In The Event Of A Product Withdrawal**

- i. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal" or a claim. To the extent possible, notice should include:
- (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- ii. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- iii. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

- iv. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

b. **Concealment Or Fraud**

We will not provide coverage for "product withdrawal expense" to you, or any other insured, who at any time:

- i. Engaged in fraudulent conduct; or
- ii. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

c. **Other Insurance**

This coverage is excess if there is any other Limited Product Withdrawal Expense Coverage attached to this policy by endorsement.

5. The following definitions are added to **Section V - Definition:**

- a. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

- b. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- c. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product". When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with. For the purposes of this insurance, electronic data is not tangible property.
- For the purposes of this insurance, electronic data is not tangible property.
- "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer 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. "Product withdrawal" means the recall or withdrawal:
- i. From the market; or
 - ii. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".
- For the purposes of this insurance, electronic data is not tangible property.
- "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, hard or floppy disks, CD- ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- e. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":
- i. Cost of replacing "your product", repairing the "defect" in "your product" or repurchasing "your product" for your initial purchase price, whichever is less;
 - ii. Costs of notification;
 - iii. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - iv. Costs of overtime paid to regular non-salaried employees and costs incurred by such employees, including costs of transportation and accommodations;
 - v. Costs of computer time;
 - vi. Costs of hiring independent contractors and other temporary employees;
 - vii. Costs of transportation, shipping or packaging;
 - viii. Costs of warehouse or storage space; or
 - ix. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your initial purchase price or your cost to produce the products.
- f. "Profit" means the positive gain from business operation after subtracting for all expenses.
- g. "Your product" means:
- i. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

C. EMPLOYEE BENEFITS LIABILITY COVERAGE

This endorsement is subject to the provisions applying to the Commercial General Liability Coverage Form, except as provided below.

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- i. The amount we will pay for damages is limited as described in Paragraph 5. (**Section III – Limits Of Insurance**); and
- ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. 3rd Party Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- i. Failure of any investment to perform;
- ii. Errors in providing information on past performance of investment vehicles; or
- iii. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. For the purposes of the coverage provided by this endorsement all references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.

4. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of **Section II – Who Is An Insured** are replaced by the following:
- a. Each of the following is also an insured:
 - i. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - ii. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - iii. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
 - b. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - i. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - ii. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
5. **Limits of Insurance**
 For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:
- a. The Limits of Insurance shown in the Schedule and the rules below is the most we will pay regardless of the number of:
 - i. Insureds;
 - ii. "Claims" made or "suits" brought;
 - iii. Persons or organizations making "claims" or bringing "suits";
 - iv. Acts, errors or omissions; or
 - v. Benefits included in your "employee benefit program".
 - b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
 - c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - i. An act, error or omission; or
 - ii. A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program". The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached.
6. **Deductible**
- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - i. Our right and duty to defend any "suits" seeking those damages; and
 - ii. Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.
 - d. 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 we have paid.

7. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Commercial General Liability Conditions are replaced by the following:**
- a. **Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**
- i. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - ii. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
 - iii. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
 - iv. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
- b. **Other Insurance**
- This coverage is excess if there is any other Employee Benefit Liability attached to this policy by endorsement.
8. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Section V - Definitions:**
- a. "Administration" means:
 - i. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - ii. Handling records in connection with the "employee benefit program"; or
 - iii. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program". However, "administration" does not include handling payroll deductions.
 - b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
 - c. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
 - d. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - i. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - ii. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - iii. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

- iv. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
9. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in **Section V - Definitions** Section are replaced by the following:
- a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - i. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - ii. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

SECTION 4 – OPTIONAL COVERAGES

If shown as included in the Schedule of Coverages, the following Optional Coverage may also apply. These coverages are subject to the terms, exclusions and conditions applicable to the Commercial General Liability Coverage and this endorsement.

A. HIRED AND NON-OWNED AUTO LIABILITY COVERAGE

1. Insurance is provided only for these coverages, but only if you do not have any other insurance available to you which affords the same or similar coverage.
- a. **Hired Auto Liability**
The insurance provided under **Section I – Coverage A Bodily Injury and Property Damage Liability** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business for the limits provided in the Schedule of Limits of this endorsement.

b. Non-owned Auto Liability

The insurance provided under **Section I - Coverage A Bodily Injury and Property Damage Liability** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person for the limits provided in the Schedule of Limits of this endorsement.

2. With respect to the insurance provided by this endorsement: Subparagraphs c., e., g., h., j., k., l., m., and n. of paragraph 2. **Exclusions of Section I - Coverage A Bodily Injury and Property Damage Liability** are deleted in their entirety and the following exclusions are added:

This insurance does not apply to:

a. "Bodily injury":

- i. To an "employee" of the insured arising out of and in the course of employment by the insured or performing the duties related to the conduct of the insured business or
- ii. To the spouse, child, parent, brother or sister of that "employee" as a consequence of 1.a.(1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

b. "Property damage" to:

- i. Property owned or being transported by, or rented or loaned to the insured; or
- ii. Property in the care, custody or control of the insured.

3. **Section II – Who is an Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below.

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner or "executive officer" of yours, any "employee" of yours; but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under a., b., or c. above.

None of the following is an insured:

- e. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- f. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- g. Any person while employed in or otherwise engaged in duties in connection with an "auto business" including an "auto business" you operate.
- h. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- i. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

4. **Section III – Limits of Insurance** Paragraph 2.b. is replaced by the following:

- a. Damages under Coverage A and Coverage B, except damages because of:
 - i. Injury and damage included in the "products-completed operations hazard"; or
 - (1) "Bodily injury" or "property damage" arising out of the:

- (2) Maintenance or use of a "hired auto" by you or your "employee" in the course of your business; or

- (3) Use of any "non-owned auto" in your business by any person other than you.

5. **Definitions**

- a. The following additional definitions apply:
 - i. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- b. Paragraph 9. "Insured contract" is changed by the addition of the following:
 - ii. "Insured contract" means the part of any contract or agreement entered into as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto".
 - iii. Does not include that part of any contract or agreement:
 - (1) That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
 - (2) That holds a person or organization, engaged in the business of transporting property by "auto" for hire, harmless for your use of a covered "auto" over a route or territory that that person or organization is authorized to serve by public authority.
- a. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
- b. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow that is used in connection with your business. This includes any "auto" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (INCLUDING PRODUCTS-COMPLETED OPERATIONS)

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 performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement 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 the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured.
2. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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:

- 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. Any person(s) or organization(s) for whom you are performing operations or have performed operations that is an additional insured on a specifically named endorsement attached to this policy.

C. With respect to the insurance afforded to these additional insureds, 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:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS SCHEDULE CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND AUTO PREMIER ENDORSEMENT COVERAGE SCHEDULE

This Schedule is used in conjunction with the Business Auto Policy Declaration when the Business Auto Policy includes the Diamond Auto Premier Endorsement. This Schedule supplements the Business Auto Policy Declaration. This is a summary of the additional coverages provided by the Diamond Auto Premier Endorsement, for complete details on specific coverages consult the actual endorsement.

SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

<u>Coverage Description</u>	<u>Coverage Enhancement</u>
Subsidiaries As Insureds	Included
Newly Formed Or Acquired Organizations	Broadened
Employees As Insureds	Broadened
Hired Auto Liability For Employees	Included
Automatic Additional Interest	Included
Primary And Noncontributory	Included
Automatic Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included

SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

<u>Coverage Description</u>	<u>Coverage Enhancement or Limit of Liability</u>
Bodily Injury Coverage Extension – Mental Anguish	Broadened
Certain Trailers And Temporary Substitute Autos Coverage Extension	5,000 GVW
Coverage For Certain Operations In Connection With Railroads	Included
Covered Autos Mobile Equipment Coverage Extension	Included
Drive Other Car – Automatic Coverage For Executive Officers	Included
Expected Or Intended Injury Coverage Extension	Included
Family Emergency Travel Reimbursement	\$400 per Day / \$3,000 Maximum
Fellow Employee Coverage Extension	Included
Pollution Liability Additional Coverage	\$10,000 per "Accident" / \$10,000 Aggregate
<i>This additional coverage does not apply to "autos" garaged in Vermont if Vermont Changes form 19352 is attached to the policy.</i>	
Supplementary Payments – Bail Bonds Coverage Extension	\$5,000
Supplementary Payments – Loss Of Earnings Per Day Coverage Extension	\$1,000 per day

SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES

Physical Damage Extensions And Additional Coverages are only available for "autos" with Comprehensive or Specified Causes Of Loss, and Collision physical damage coverages.

<u>Coverage Description</u>	<u>Coverage Enhancement or Limit of Liability</u>
Airbag Coverage Additional Coverage	Included
Audio, Visual And Electronic Data Equipment Coverage Extension	\$3,000

Auto Replacement Option	\$2,500 per Auto / \$5,000 per "Accident"
Business Interruption Additional Coverage	\$10,000 per "Accident" / \$20,000 Maximum
Deductible Waived – Multiple Policies With Us	Included
Deductible Waived – Collision Of Parked Auto	Included
Deductible Waived – Glass	Included
Fire Department Service Charge	\$1,000 per "Accident"
Fire Extinguisher Recharge	Included
Hired Auto Loss Of Use	\$3,500 Maximum
Hired Auto Physical Damage – Employee As Lessor	Included
Hired Auto Physical Damage Including Trailers	\$125,000 Maximum
Loan/Lease Gap	Included
Lock Replacement Including Emergency Lock Out	\$1,000 Maximum
Personal Property Coverages	\$5,000 per "Accident"
Personal Effects	
Personal Property Of Others	
Personal Property Used In Your Business	
Replacement Cost – Private Passenger Autos	24 Months 24,000 Miles
Replacement Costs – Trucks Up To 20,000 GVW	12 Months 15,000 Miles \$24,000 Maximum
Transportation Expense Extension	\$1,500 Maximum
Towing Expense	\$250 Private Passenger \$750 All Other Vehicles
Vehicle Sign And Wrap Coverage	\$2,000 per "Accident"

SECTION 4 – CHANGES IN CONDITONS

<u>Coverage Description</u>	<u>Coverage Enhancement</u>
Duties In The Event Of Accident, Occurrence, Claim Or Suit	Broadened
Liberalization	Included
Unintentional Failure To Disclose Hazards / Concealment Misrepresentation Or Fraud	Broadened

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DIAMOND AUTO PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the provisions applying to the Business Auto Coverage Form, except as described below.

SECTION 1 – WHO IS AN INSURED EXTENSIONS AND ADDITIONAL INTEREST COVERAGES

A. SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Subsidiaries As Insureds

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Coverage. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limits of Insurance.

2. Automatic Insured Status for Newly Formed or Acquired Organizations

Any organization that is newly acquired or formed by you and over which you maintain majority ownership will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- 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; and
- b. Coverage does not apply to:

- (1) Newly formed or acquired joint ventures or partnerships;
- (2) "Bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization; and
- (3) Any insured under any other automobile liability policy or would be an insured under such a policy but for the termination of coverage or the exhaustion of policy liability limits of insurance.

3. Employees as Insureds

Your "employees" are insureds while using a covered "auto" in your business or your personal affairs, provided you do not own, hire, or borrow that "auto".

4. Hired Auto Liability For Employees

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

5. Automatic Additional Interest

Any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident".

This person or organization is an Additional Insured to the extent you are liable for an "accident" caused in whole or in part, using a covered "auto" being driven by you or any "insured".

B. Primary and Noncontributory – Other Insurance Condition

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5. Other Insurance Condition is changed. The following is added to the and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
 - a. The Additional Insured is a Named Insured under such other insurance; and
 - b. 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.

2. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as additional insured on other policies.
3. The most we will pay on behalf of the Additional Insured is the amount of insurance required in writing in a contract or agreement; or available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

C. Automatic Waiver of Transfer of Rights of Recovery Against Others To Us

Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us of SECTION IV – BUSINESS AUTO CONDITIONS is changed with the addition of the following:

The Transfer of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or written agreement with such person(s) or organization(s); and
2. Prior to the "accident" or the "loss".

SECTION 2 – LIABILITY EXTENSIONS AND ADDITIONAL COVERAGES

A. Bodily Injury Coverage Extension – Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness, or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness, or disease.

B. Certain Trailers And Temporary Substitute Autos Coverage Extension

SECTION I – COVERED AUTOS, Paragraph C.1. is changed by the following:

Gross Vehicle Weight Rating of 3,000 pounds is deleted and replaced with Gross Vehicle Weight Rating of 5,000 pounds.

C. Coverage for Certain Operations In Connection with Railroads

With regards to the use of covered "autos" in operations for or affecting a railroad:

1. SECTION V – DEFINITIONS, H. "Insured contract", 3. is deleted and replaced by the following:
 3. An easement or license agreement;
2. SECTION V – DEFINITIONS, H. "Insured contract", a. is deleted.

D. Covered Autos Coverage Extension

If SECTION 1 COVERED AUTOS is provided as Symbol 1 Any "Auto" then any "auto" includes mobile equipment subject to compulsory or financial responsibility or other motor vehicle insurance law only.

Covered mobile equipment includes only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

E. Drive Other Car – Automatic Coverage for Executive Officers

1. Changes in SECTION II – COVERED AUTOS LIABILITY COVERAGE

- a. If Covered Auto Liability, Auto Medical Payments, Comprehensive, Specified Causes of Loss, Collision, or Uninsured and Underinsured Motorist is shown in the Declarations for any private passenger auto, then the same type of coverage is provided for Drive Other Car – Automatic Coverage for Executive Officer.
- b. Any "auto" you don't own, hire, or borrow is a covered "auto" while being used by any "executive officer" or by his or her spouse while a resident of the same household except:
 - (1) Any "auto" owned by that "executive officer" or by any member of his or her household.
 - (2) Any "auto" used by that "executive officer" or his or her spouse while working in a business of selling, servicing, repairing, or parking "autos".

2. Changes in Auto Medical Payments and Uninsured and Underinsured Motorists Coverages

The following is added to Paragraph A.1. **Who Is An Insured:**

Any "executive officer" and his or her "family member" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by an "executive officer" or by any "family member".

3. Changes in **SECTION III - PHYSICAL DAMAGE COVERAGE**

Any private passenger type "auto" you don't own, hire, or borrow is a covered "auto" while in the care, custody, or control of any "executive officer" or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that "executive officer" or by any member of his or her household.
- b. Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing, or parking "autos".

4. **Additional Definitions**

As used for **Drive Other Car - Automatic Coverage for Executive Officers** the following definitions are added.

- a. "Executive officer" means any person holding any of the officer positions created by your organization's governing document.
- b. "Family member" means a person related to the "executive officer" by blood, marriage or adoption who is a resident of the "executive officer's" household, including a ward or foster child.

F. **Expected or Intended Injury Coverage Extension**

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B.1. Exclusion is deleted and replaced with the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". But this exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

G. **Family Emergency Travel Coverages**

The following is added to Paragraph A.2. **Coverage Extensions of Section II - COVERED AUTO LIABILITY COVERAGE**

In addition to the Limit of Insurance, we will pay reasonable "travel expenses" incurred by a family member or associate of an "insured" or passenger who is injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling family members or associates, injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel expenses" resulting from any one "accident" is the limit displayed on the Coverage Schedule.
2. Travel must be to visit the injured party at the medical or rehabilitation facility or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. The limit shown on the Coverage Schedule is the most we will pay for the combined total expenses of room accommodations, meals, and parking for each family member or associate is the per day limit shown on the Coverage Schedule.
4. Subject to the maximum limit shown on the Coverage Schedule, we will reimburse ground transportation using a personal vehicle at the current rate (rate during your time of travel) set by the Federal government.
5. All "travel expenses" must be supported by written receipts submitted to us no later than one year from the date of the "accident".

"Travel expenses" mean only the following expenses: reasonable ground, rail or economy class air transportation; room accommodations; meals and parking expenses.

H. **Fellow Employee Coverage Extension**

SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions Paragraph 5. Fellow Employee is deleted.

I. **Pollution Liability Additional Coverage**

1. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** are changed as follows:

- a. Paragraph 11.a. **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
- b. With respect to the coverage afforded by Paragraph 1.a. above, **Exclusion B.6. Care, Custody Or Control** does not apply.

2. Changes in **SECTION V – DEFINITIONS** for the purposes of this coverage, Paragraph D. of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of, or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned, or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

3. The Aggregate Limit shown in the Coverage Schedule is the most we will pay for the sum of all damages and "covered pollution cost or expense" involving the insurance provided by this endorsement. The Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after the issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit.
4. This additional coverage does not apply to "autos" garaged in Vermont if **Vermont Changes form 19352** is attached to policy.

J. Supplemental Payments

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed by:

1. Replacing the \$2,000 Limits of Insurance for bail bonds with the limits shown in the Coverage Schedule and;
2. Replacing the \$250 Limits of Insurance for reasonable expenses with the limits shown in the Coverage Schedule.

SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES

Physical Damage Extensions and Additional Coverages are only available for "autos" with Comprehensive, Specified Causes of Loss, and Collision physical damage coverages. **SECTION III – PHYSICAL DAMAGE COVERAGE** is changed as follows:

A. Airbag Coverage

B. Exclusions, 3.a. is changed by adding the following:

The mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag.

This coverage for airbags is excess over any other collectible insurance or warranty.

B. Audio, Visual and Data Electronic Equipment

Limits of Insurance Paragraph b. is changed by deleting the \$1,000 limit and replacing it with the limit shown in the Coverage Schedule.

C. Auto Replacement Option

SECTION III – PHYSICAL DAMAGE COVERAGE A.4 Coverage Extension is changed to include the following:

1. In the event of a total "loss" to a combustion engine "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage are provided, the Physical Damage Coverages are changed by the following:
 - a. If a combustion engine covered "auto" is replaced with a "hybrid auto" or an "electric auto", we will pay an additional 10% of the damaged or stolen auto's actual cash value or replacement cost up to the per auto limit shown in the Coverage Schedule., whichever is less;
 - b. The damaged or stolen auto must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one auto is damaged or stolen in any one "loss", the most we will pay under this Coverage for any one "loss" is shown as the per accident limit on the Coverage Schedule.

D. Business Interruption Additional Coverage**1. Coverages****a. Business Income**

We will pay for the actual loss of "business income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

b. Extra Expense

We will pay the actual and necessary "extra expense" you incur during the "period of restoration" due to direct and accidental loss or damage to "business property". The direct and accidental loss or damage must be caused by or result from a Covered Cause of Loss and must occur while such "business property" is located within the coverage territory.

c. Extended Business Income

If the necessary "suspension" of your "operations" produces a "business income" loss payable under this endorsement, we will pay for the actual loss of "business income" you incur during the period that:

- (1) Begins on the date "business property" is actually repaired or replaced and "operations" are resumed; and
- (2) Ends on the earlier of:
 - (a) The date you could restore your "operations", with reasonable speed, to the level which would generate the "business income" amount that would have existed if no direct and accidental loss or damage had occurred; or
 - (b) 60 consecutive days after the date determined in Paragraph c.(1). However, Extended Business Income Additional Coverage does not apply to loss of "business income" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where "business property" is normally used. Loss of "business income" must be caused by direct and accidental loss or damage to "business property" caused by or resulting from a Covered Cause of Loss.

d. Temporary Substitute And Newly Acquired Property

The coverage applicable to "business property" under this endorsement is extended to apply to:

- (1) Property that is used as a temporary substitute for "business property", but only while such "business property" is out of service due to breakdown, repair, servicing, destruction, or direct and accidental loss or damage;
- (2) Newly acquired property, other than temporary substitute property described in Paragraph d.(1), but only if it serves as a replacement for "business property".

2. Covered Causes Of Loss

With respects to Business Interruption coverage, the following Covered Causes of Loss apply:

- a. Comprehensive, meaning any cause of direct and accidental loss or damage except:
 - (1) "Business property's" collision with another object; or
 - (2) "Business property's" overturn.

Comprehensive also includes direct and accidental loss or damage caused by falling objects, missiles or hitting a bird or animal.
- b. Specified Causes of Loss, meaning direct and accidental loss or damage caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting "business property"
- c. Collision, meaning direct and accidental loss or damage caused by:
 - (1) "Business property's" collision with another object; or
 - (2) "Business property's" overturn.

3. Exclusions

We do not provide Business Interruption Coverage under this endorsement:

- a. When direct and accidental loss or damage is caused by or results from any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the direct and accidental loss or damage:
 - (1) **Nuclear Hazard**

The explosion of any weapon employing atomic fission or fusion; or Nuclear reaction or radiation, or radioactive contamination, however caused.
 - (2) **War Or Military Action**
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- b. When direct and accidental loss or damage to "business property" is caused by or results from "business property" being used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We also do not provide coverage under this endorsement while that "business property" is being prepared for such contest or activity.
- c. When direct and accidental loss or damage is due and confined to:
 - (1) Wear and tear, freezing, mechanical or electrical breakdown.
 - (2) Blowouts, punctures, or other road damage to tires.
- d. For any increase of "business income" loss caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "business income" during the "period of restoration".
- e. For any "extra expense" caused by or resulting from the suspension, lapse or cancellation of any license, lease, or contract beyond the "period of restoration".
- f. For any other consequential loss.

4. Limits of Insurance

- a. The most we will pay in any one occurrence for the total of all covered "business income" loss and "extra expense" is the limit provided in the Coverage Schedule, regardless of the number of premiums paid or claims made.
- b. Payments made under Extended Business Income or Temporary Substitute And Newly Acquired Property will not increase the applicable Limits of Insurance.

5. Changes In Conditions

With respect to the coverage provided by this endorsement, the following conditions are added and replace any provisions to the contrary:

a. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

b. Duties In The Event Of Loss

If there is direct and accidental loss or damage to "business property", you must do the following:

- (1) Give us or our authorized representative prompt notice of such loss or damage. Include a description of the "business property" involved.
- (2) As soon as possible, give us or our authorized representative a description of how, when and where such loss or damage occurred.
- (3) Promptly notify the police if "business property" or any of its equipment is stolen.
- (4) Take all reasonable steps to protect "business property" from further damage and keep a record of your expenses necessary to protect "business property", for consideration in the settlement of the claim. Also, if feasible, set such property aside and in the best possible order for examination.

(5) As often as may be reasonably required, permit us to inspect "business property" and examine and make copies of your books and records.

(6) Agree to examinations under oath at our request and give us a signed statement of your answers.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(8) Cooperate with us in the investigation or settlement of the claim.

(9) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

c. Other Insurance

(1) You may have other insurance subject to the same plan, terms, conditions, and provisions as the insurance provided under this endorsement. If you do, we will pay our share of the covered "business income" loss or "extra expense". Our share is the proportion that the applicable Limits of Insurance under this endorsement bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same "business income" loss or "extra expense", other than that described in Paragraph 6.a. above, we will pay only for the amount of covered "business income" loss or "extra expense" in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limits of Insurance.

d. Loss Determination

(1) The amount of "business income" loss will be determined based on:

- (a) The Net Income of your "operations" before the direct and accidental loss or damage occurred;

- (b) The likely Net Income of your "operations" if no direct and accidental loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of your "operations" due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (c) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct and accidental loss or damage; and
- (d) Other relevant sources of information, including:
- (i) Your financial records and accounting procedures;
 - (ii) Bills, invoices, and other vouchers; and
 - (iii) Titles, liens, or contracts.
- (2) The amount of "extra expense" will be determined based on:
- (a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct and accidental loss or damage had occurred. We will deduct from the total of such expenses:
 - (i) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (ii) Any "extra expense" that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions, and provisions as the coverage provided by this endorsement; and
 - (iii) Necessary expenses that reduce the "business income" loss that otherwise would have been incurred.
- e. Resumption Of Operations**
- (1) We will reduce the amount of your "business income" loss, other than "extra expense", to the extent you can resume "operations", in whole or in part, by using any property.
 - (2) We will reduce the amount of your "extra expense" loss to the extent you can return "operations" to normal and discontinue such "extra expense".
 - (3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
- f. Loss Payment**
- We will pay for covered "business income" loss or "extra expense" within 30 days after we receive the sworn documentation addressed in Paragraph **b.(7)** if you have complied with all of the terms of this Coverage Part and:
- (1) We have reached agreement with you on the amount of such loss; or
 - (2) An appraisal award has been made.
- 6. Additional Definitions**
- As used for **Business Interruption Coverage** the following definitions are added:
- a. "Business income" means the:
 - (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
 - (2) Continuing normal operating expenses incurred, including payroll.
 - b. "Business property" means any property necessary for your mobile business that is in or on a covered "auto" regardless if it is permanently installed, including:
 - (1) Electronic equipment;
 - (2) Supplies, furnishings, and equipment not permanently attached to covered "auto".
 - c. "Extra expense" means necessary expenses (other than the expense to repair or replace property) that you would not have incurred if there had been no direct and accidental loss or damage to "business property". "Extra expense" includes expenses which are incurred:
 - (1) To avoid or minimize the "suspension" of "operations" and to continue "operations";
 - (2) To minimize the "suspension" if you cannot continue "operations"; or
 - (3) For temporary use of other property.
 - d. "Operations" means your off premises or mobile business activities that are dependent on "business property".

e. "Period of restoration" means the period of time that:

- (1) Begins 72 hours after the time of direct and accidental loss or damage for Business Income Coverage, or immediately after the time of direct and accidental loss or damage for Extra Expense Coverage; caused by or resulting from a Covered Cause of Loss to "business property"; and
- (2) Ends on the earlier of:
 - (a) The date when "business property" should be repaired or replaced with reasonable speed and similar quality; or
 - (b) The date when "operations" are resumed.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that: Regulates the use or repair of any property, or requires updated emissions controls or safety features which were not part of "business property" prior to the direct and accidental loss or damage; or requires anyone to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants". The expiration date of this Policy will not cut short the "period of restoration".

f. "Suspension" means the slowdown or cessation of your "operations".

E. Deductible Waived – Multiple Policies With Us
SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D.2. is deleted and replaced with the following:

2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss", in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,
 will be the highest deductible applicable to those covered "autos".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

F. Deductible Waived – Collision Of Parked Auto
SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is changed by adding the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

G. Deductible Waived – Glass

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is changed by adding the following:

No deductible applies to glass damage.

H. Fire Department Service Charge

When the fire department is called to save or protect a covered "auto" its equipment, contents, or occupants from a covered "accident", we will pay the amount stated in the Coverage Schedule 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.

I. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered "auto" that are intentionally discharged in an attempt to extinguish a fire.

J. Hired Auto Loss Of Use

Changes in **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage Extension for Loss Of Use Expenses in Paragraph A.4.b. is deleted and replaced by the following:

For Hired Auto Physical Damage we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for the loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto" or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay under this coverage is the amount shown in the Coverage Schedule.

K. Hired Auto Physical Damage – Employee As Lessor

Changes in General Conditions

Section IV – Business Auto Conditions, 5. Other Insurance, b. is deleted and replaced by the following;

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that "employee's" name with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented, or borrowed with a driver is not a covered "auto".

L. Hired Auto Physical Damage Including Trailers

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive, Specified Causes of Loss, and Collision Physical Damage coverages are provided under **SECTION III – PHYSICAL DAMAGE COVERAGE** for any "auto" you own, then Physical Damage coverage provided is extended to "autos" you hire and certain "trailers" with a registered Gross Vehicle Weight of 5,000 pounds or less designed primarily for travel on public roads, subject to the following:

1. The most we will pay for "loss" to certain hired "trailer" or hired "auto" is the limit displayed on the Coverage Schedule, or Actual Cash Value or Cost of Repair, whichever is smallest.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage or \$1,000, whichever is less. Deductible does not apply to loss by fire or lightning.
3. Hired Auto Physical Damage coverage is excess over any other collectible insurance.
4. Subject to the limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own under this policy.

M. Loan/Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE

C. Limits of Insurance is changed by the addition of the following:

In the event of a total "loss" to a covered "auto", of the private passenger or light truck type with an original loan or lease:

1. We will pay any unpaid amount due on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Policy's Physical Damage Coverage; and
 - b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (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.

2. The **Other Insurance Condition** is changed for this coverage to add the following:

The insurance provided by this Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

N. Lock Replacement Including Emergency Lock Out

We will reimburse you up to the limit displayed on the Coverage Schedule for reasonable expense incurred for the services of a locksmith to enter your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen, or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies, and you are unable to enter such "auto" as a result, or
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry.

Original copies of receipts for services from a locksmith must be provided before reimbursement is payable.

O. Personal Property Coverages**Personal Effects****Personal Property Of Others****Personal Property Used In Your Business**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE – Coverage Extensions**, Paragraph **A.4.** the following is added:

1. We will extend the Comprehensive, Specified Causes of Loss, and Collision coverages that apply to a covered "auto" to "loss" of personal property contained in or on a covered "auto". This coverage extension is subject to the following:
 - a. Covered property is personal property owned by you, personal property owned by others, and personal property used in your business.
 - b. Comprehensive and Specified Causes of Loss coverages are extended only for "loss" because of fire, lightning, theft or attempted theft, if there are visible signs of someone breaking into the covered "auto". However, visible signs of someone breaking into the covered "auto" are not a requirement when the entire vehicle is stolen.
2. This coverage extension does not apply to:
 - a. Property that is covered by Audio, Visual and Electronic Data Equipment provided in **SECTION 3 – PHYSICAL DAMAGE EXTENSIONS AND ADDITIONAL COVERAGES** Paragraph **B.** or any other communication or electronic data devices;
 - b. Money or jewelry; and
 - c. Property specifically insured.
3. The most we will pay for "loss" in any one "accident" is the least of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss".
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The limit displayed on the Coverage Schedule.

P. Replacement Cost – Private Passenger Autos

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the private passenger type we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:

- a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";
 - b. The total "loss" occurs within the number of months shown on the Coverage Schedule after you become the original owner of that "auto" and
 - c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.
2. The following is added to Paragraph **C. Limits of Insurance**:
 - a. The most we will pay will be the amount to replace a covered "auto" of the private passenger type for the same make, model, trim level, and equipment or an equivalent. If a new vehicle with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:
 - (1) Similar in class, body type, size, and equipment; and
 - (2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed an amount equal to 110% of the Manufacturer's Suggested Retail Price (MSRP) of the covered "auto" being replaced.
 - b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE**.

Q. Replacement Costs – Trucks Up To 20,000 GVW

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **A. Coverage** the following is added:

1. In the event of a total "loss" to a covered "auto" you own of the truck type with a Gross Vehicle Weight less than 20,000 pounds, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, if:
 - a. Comprehensive, Specified Causes of Loss, and Collision coverages are provided for that "auto" at the time of "loss";
 - b. The total "loss" occurs within number of months shown on the Coverage Schedule after you become the original owner of that "auto" and

- c. The mileage shown on the odometer of that "auto" at the time of the "loss" is less than the number of miles shown on the Coverage Schedule.
2. The following is added to Paragraph C. Limits of Insurance:
- a. The most we will pay will be the amount to replace a covered "auto" of the truck type with a Gross Vehicle Weight of less than 20,000 pounds for the same make, model, trim level, and equipment or an equivalent. If a new truck with the same make, model, trim level and equipment or an equivalent is not available, our limit of liability will be the amount to replace the covered "auto" with a new vehicle that is:
- (1) Similar in class, body type, size, and equipment; and
 - (2) Similar in price to the price you paid for the covered "auto" that is being replaced but not to exceed the limit displayed on the Coverage Schedule, whichever is less.
- b. No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and **SECTION III – PHYSICAL DAMAGE COVERAGE.**

R. Transportation Expense Extension

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. **Transportation Expenses** is deleted and replaced with the following:

1. We will pay for transportation expense incurred by you because of a "loss" of a covered "auto" of the private passenger, or light truck type. We will pay only for those covered "autos" for which you carry Comprehensive, Specified Causes of Loss, and Collision coverages.
2. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
3. If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger or light truck type, the most we will pay is the amount it costs to rent an "auto" of the private passenger or light truck type which is of like kind and quality as the covered "auto" subject to the maximum limit on the Coverage Schedule.
4. A per day limit and deductible do not apply to this coverage.

S. Towing And Labor

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. is deleted and replaced by the following:

1. We will pay for towing and labor cost incurred subject to the following:
 - a. Up to the limit shown on the Coverage Schedule each time a covered "auto" of the private passenger type is disabled; or
 - b. Up to the limit shown on the Coverage Schedule each time a covered "auto" other than private passenger type is disabled.
2. The labor must be performed at the place of disablement.
3. This coverage extension is in addition to any limit shown on the Declarations for Towing and Labor.

T. Vehicle Sign and Wrap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Paragraph 4. is changed to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
2. Our limit of liability for "loss" to automobile customizations in any one "accident" shall be the least of:
 - a. The actual cash value of the stolen or damaged property;
 - b. The amount necessary to repair or replace the property; or
 - c. Up to the limit shown on the Coverage Schedule.

This Coverage Extension does not apply to electronic equipment.

SECTION 4 – CHANGES IN CONDITIONS

A. Changed Duties In The Event Of Accident, Occurrence, Claim Or Suit

The requirement in **SECTION IV – BUSINESS AUTO LOSS CONDITIONS** Paragraph A.2.a. – **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – of SECTION IV – BUSINESS AUTO CONDITIONS** that you must notify us of an "accident" applies only when the "accident" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership; or