

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services LLC 741 W. Lanier Ave., Suite 100 Fayetteville, GA 30214-GA 770 471-7100	CONTACT NAME: Melanie Arrington PHONE (A/C, No, Ext): 770 471-7100 FAX (A/C, No): 770 477-6908 E-MAIL ADDRESS: certificate@mcgriff.com														
INSURED William J Redmond & Son Inc Po Box 636 Moreland, GA 30259-0635	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 457 1433 478">INSURER A : Franknmuth Insurance Company</td> <td data-bbox="1433 457 1572 478">13986</td> </tr> <tr> <td data-bbox="816 489 1433 510">INSURER B : Accident Fund Ins Co of America</td> <td data-bbox="1433 489 1572 510">10166</td> </tr> <tr> <td data-bbox="816 520 1433 541">INSURER C :</td> <td data-bbox="1433 520 1572 541"></td> </tr> <tr> <td data-bbox="816 552 1433 573">INSURER D :</td> <td data-bbox="1433 552 1572 573"></td> </tr> <tr> <td data-bbox="816 583 1433 604">INSURER E :</td> <td data-bbox="1433 583 1572 604"></td> </tr> <tr> <td data-bbox="816 615 1433 634">INSURER F :</td> <td data-bbox="1433 615 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Franknmuth Insurance Company	13986	INSURER B : Accident Fund Ins Co of America	10166	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY				6733080	11/03/2024	11/03/2025	EACH OCCURRENCE	\$1,000,000	
		CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$1,000,000		
					MED EXP (Any one person)				\$10,000		
					PERSONAL & ADV INJURY				\$1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE				\$2,000,000		
		POLICY		PRO-JECT					LOC	PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:								\$	
A	AUTOMOBILE LIABILITY					6733079	11/03/2024	11/03/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X	ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS	BODILY INJURY (Per person)				\$		
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)				\$		
	X	Drive Oth Car			PROPERTY DAMAGE (Per accident)				\$		
									\$		
A	X	UMBRELLA LIAB		X	OCCUR	6733080	11/03/2024	11/03/2025	EACH OCCURRENCE	\$2,000,000	
		EXCESS LIAB			CLAIMS-MADE				AGGREGATE	\$2,000,000	
		DED	X	RETENTION \$10000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Y / N N	AFWCP100050154	09/08/2024	09/08/2025	X PER STATUTE	OTH-ER	
					E.L. EACH ACCIDENT				\$1,000,000		
					E.L. DISEASE - EA EMPLOYEE				\$1,000,000		
					E.L. DISEASE - POLICY LIMIT				\$1,000,000		
A	Property of Other					6733080	11/03/2024	11/03/2025	200,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****See Attached Endorsements****

19217 08/19 Diamond Liability Premier

18202 11/18 Additional Insured - Owners, Lessees Or Contractors (including Products-Completed Operations)

19364 08/22 Diamond Auto Premier Endorsement Coverage Schedule

19348 08/22 Diamond Auto Premier Endorsement

CERTIFICATE HOLDER**CANCELLATION**

DeKalb County School District
 1701 Stone Mountain Industrial Blvd.
 Stone Mountain, GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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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.

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Grantor Of Licenses	Page 4
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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.

o 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 3.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 "property 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.

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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.

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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 <i>This additional coverage does not apply to "autos" garaged in Vermont if Vermont Changes form 19352 is attached to the policy.</i>	\$10,000 per "Accident" / \$10,000 Aggregate
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

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

B. Liberalization

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

C. Unintentional Failure To Disclose Hazards / Concealment Misrepresentation Or Fraud

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.2. is changed to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fabricant & Fabricant Inc. 1251 Old Northern Boulevard P.O. Box 9004 Roslyn NY 11576	CONTACT NAME: Annette Botticello PHONE (A/C, No, Ext): (516) 621-9000 FAX (A/C, No): (516) 621-0092 E-MAIL ADDRESS: annetteb@fabricantinsurance.com																					
INSURED Sam Tell & Son Inc. 300 Smith Street Farmingdale NY 11735	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Fire Ins. Co.</td><td>19682</td></tr><tr><td>INSURER B:</td><td>Trumbull Ins. Co.</td><td>27120</td></tr><tr><td>INSURER C:</td><td>Federal Ins. Co.</td><td>20281</td></tr><tr><td>INSURER D:</td><td>Admiral Ins. Co. (ARC)</td><td>24856</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Ins. Co.	19682	INSURER B:	Trumbull Ins. Co.	27120	INSURER C:	Federal Ins. Co.	20281	INSURER D:	Admiral Ins. Co. (ARC)	24856	INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25 MASTER ALL**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB ☒ TERRORISM INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			12UUNZK8880	12/17/2024	12/17/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			12UENG3071	12/17/2024	12/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$ 100,000
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☒ OCCUR ☐ CLAIMS-MADE			93642144	12/17/2024	12/17/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL LIAB RETRO 6/22/2016			EO00003406609	06/22/2024	06/22/2025	LIMIT \$1,000,000 DED \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

Hannah Rae LLC dba Pascoe-Jacobs Associates	Doing Business As
Hannah Rae, LLC	Limited corporation, Additional Named Insured
Jericho Houston LLC	Limited partnership, Additional Named Insured
Jeslin, LLC	Limited corporation, Additional Named Insured
Sam Squared, Inc	Corporation, Additional Named Insured
Sam Tell & Sons Inc DBA Stanton Trading	Doing Business As
SAM TELL & SON INC DBA CORSI & ASSOCIATES	Doing Business As
SAM TELL HOLDINGS CO LLC	Limited Liability Company, Additional Named Insured
SD Consulting & Sales	C Corporation, Additional Named Insured
Tell Realty LLC	Limited corporation, Additional Named Insured
The Sam Tell Companies	Doing Business As
Warren Acquisition LLC	Limited Liability Company, Additional Named Insured

AGENCY CUSTOMER ID: 00005487

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Fabricant & Fabricant Inc.		NAMED INSURED Sam Tell & Son Inc.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

INSTALLATION FLOATER Hartford Ins. Co., Pol#12MSBK0109 December 1, 2024 - December 1, 2025
 Installation Floater: \$1,000,000
 Deductible: \$1,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hill and Stone Insurance Agency, Inc. 900 North Shore Drive Ste. 225 Lake Bluff, IL 60044	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 295-3030	FAX (A/C, No): (847) 295-0099
	E-MAIL ADDRESS: customerservice@hillandstone.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Allmerica Financial Benefit	
	INSURER B : The Hartford	
INSURED Paxton/Patterson, LLC 4141 W. 126th Street Alsip, IL 60803	NAIC #	
	41840	
	INSURER C : Lloyd's of London	
	13161	
	INSURER D :	
	15792	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Z2CJ674025	3/24/2024	3/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AWCJ674018	3/24/2024	3/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			Z2CJ674025	3/24/2024	3/24/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	83WECAR7KP9	3/24/2024	3/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Tech E&O			L9491CYLA240	3/24/2024	3/24/2025	E&O Aggregate 1,000,000
C	Cyber Liability			L9491CYLA240	3/24/2024	3/24/2025	Cyber Liab Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE ONLY

CERTIFICATE HOLDER

CANCELLATION

DeKalb Co School System 1701 Mountain Industrial Blvd Stone Mountain, GA 30083	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Chastain & Associates Ins P.O. Box 1908 Athens GA 30603		CONTACT NAME: Adrienne Colvard PHONE (A/C, No, Ext): (706) 543-2575 E-MAIL ADDRESS: adrienne@chastain-assoc.com FAX (A/C, No): (706) 543-4847	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Auto Mutual	
		INSURER B: Western Surety Co	
		INSURER C: Evanston Insurance Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2461243655**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	10177569CP	06/13/2024	06/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	10177641CA	06/13/2024	06/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000	Y	Y	10177642CU	06/13/2024	06/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	10177574WC	06/13/2024	06/13/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B/C	Employee Dishonesty 3/28/2024-2025 Excess Liability 6/13/2024-2025			15122654 / EZXS3161248			Empl. Dishonesty Limit 10,000 Excess Liab Occur Limit 4,000,000 Excess Liab Agg Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ITB 25-519 General Liability Extension Endorsement 8-E-3548 Ed. 7-2011-Additional Insured -Owners, Lessees or Contractors-Completed Operations CG 20 37 04 13 Primary and Non-Contributory-Other Insurance Condition CG 20 01 04 13 Commercial Automobile Extension Endorsement 8-E-2419- ED. 04-2017 Waiver of our Right to Recover from Others Endorsement WC 00 03 13

CERTIFICATE HOLDER**CANCELLATION**DeKalb County School District
1701 Mountain Industrial Blvd

Stone Mountain

GA 30083-1027

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GEORGIA - STATE AUTO PEAK SERIES FOR LIABILITY

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

1. EXPECTED OR INTENDED PROPERTY DAMAGE
2. BROADENED NON-OWNED WATERCRAFT
3. AMENDED SUPPLEMENTARY PAYMENTS
4. BROADENED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
5. ADDITIONAL INSURED - BROAD FORM VENDORS
6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES
7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT
8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE
9. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT
10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES
11. PROJECT/LOCATION GENERAL AGGREGATE
12. PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE
13. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
14. INCIDENTAL HEALTH CARE MALPRACTICE LIABILITY
15. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)
16. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE
17. "MOBILE EQUIPMENT" REDEFINED
18. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
19. FELLOW EMPLOYEE COVERAGE
20. BROADENED BODILY INJURY DEFINITION
21. ALIENATED PREMISES AMENDMENT
22. UNMANNED AIRCRAFT COVERAGE
23. COORDINATING COVERAGE

1. EXPECTED OR INTENDED PROPERTY DAMAGE

Exclusion 2.a. in **SECTION I - COVERAGE A** is replaced by the following:

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

2. BROADENED NON-OWNED WATERCRAFT

- A. If Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51** is attached to the Policy, the following is added to Paragraph **2.g.(2)(b)** - **Exclusions** under **SECTION I - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraph **2.g.(2)(b)** of **SECTION I – COVERAGE A** is replaced by the following:

- (b) A watercraft you do not own that is:

- (i) Less than 51 feet long; and
- (ii) Not being used to carry persons or property for a charge;

B. If Paragraph **2.A.** does not apply, the following is added to Paragraph **2.g.(2) - Exclusions** under **SECTION I - COVERAGE** pertaining to non-owned watercraft, is changed to the following:

This exclusion does not apply to:

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

3. AMENDED SUPPLEMENTARY PAYMENTS

Paragraphs **b.** and **d.** of the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** section are changed as shown:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$750 a day because of time off from work.

4. BROADENED DAMAGE TO PREMISES RENTED TO YOU

A. The paragraph immediately following **Exclusion 2.j.(6)** in **SECTION I - COVERAGE A**, is amended as follows:

Paragraph **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

B. The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is amended as follows: Exclusions **c.** through **n.** do not apply to damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

C. **SECTION III - LIMITS OF INSURANCE** is amended as follows:

Paragraph **6.** is deleted and replaced with the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage, while rented to you or temporarily occupied by you, with permission of the owner. Subject to all the terms of **SECTION III - LIMITS OF INSURANCE**, the Damage to Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The amount shown in the Declarations for Damage to Premises Rented To You Limit.

D. Paragraph **4.b.(1)(a)(ii)** in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

(ii) That is Fire, Smoke, Lightning, Explosion, Water Damage, or Sprinkler Leakage Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.

E. Paragraph **9.a.** in **SECTION V - DEFINITIONS** is amended to read:

- 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, smoke, lightning, explosion, or water damage or sprinkler leakage to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

5. ADDITIONAL INSURED - BROAD FORM VENDORS

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.

However, the insurance afforded to such "vendor":

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 "vendor".
- B.** With respect to the insurance afforded to these "vendors", the following additional exclusions apply:
1. The insurance afforded the "vendor" does not apply to:
 - a. "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;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the "vendor";
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, 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 distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
 - h. "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:
 - (1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
 - (2) Such inspections, 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 distribution or sale of the products.
 2. 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.
 3. This insurance does not apply if "bodily injury" or "property damage" included within the "products completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

- C.** With respect to the insurance afforded to these "vendors", the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the "vendor" is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.

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

D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease a building or premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by some negligent act or omissions by you, your employees, your agents, or your subcontractors as a result of your occupancy, maintenance or use of that part of the premises leased to you, provided that:

1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage was sought.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Exclusions

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Any structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) from which you lease a building or premises.
3. Any premise for which coverage is excluded by endorsement.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

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

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

whichever is less.

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

7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an 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).

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.

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.

- B. 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.
- 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; or
 2. Available under the applicable Limits of Insurance;
- whichever is less.

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

8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

9. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a non-construction contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- B. The insurance afforded to such additional insured described in Paragraph A. of this endorsement:
 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.

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 failure to render any professional service.

D. Paragraph 9.f. of **SECTION V - DEFINITIONS** is amended as follows:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

A. Paragraph 3. under **SECTION II – WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, 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;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The last paragraph of **SECTION II – WHO IS AN INSURED** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past:

1. Partnership or joint venture; or
2. Limited liability company, unless Paragraph **A.** above applies;

that is not shown as a Named Insured in the Declarations.

11. LOCATION/PROJECT GENERAL AGGREGATE

A. For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to:

(i) ongoing operations at a single project away from premises owned or rented to you or;

(ii) a single "location" owned or rented to you:

1. A separate Project/"Location" General Aggregate Limit applies to each applicable project or "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Project/"Location" General Aggregate Limit for each applicable project or "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Project/"Location" General Aggregate Limit for any other project or "location".
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Project/"Location" General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single project or only to operations at a single "location":

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Project/"Location" General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Project/"Location" General Aggregate Limit.

- D. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.
- E. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

“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.
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. LOCATION/PROJECT PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the “products-completed operations hazard” is purchased under this policy the following applies:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **SECTION I - COVERAGE A** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” which can be attributed only to:
 - (i) “your work” at a single project; or
 - (ii) operations at; or “your products” manufactured, sold, handled or distributed at, from or in connection with: a single “location”.
 - 1. A separate Project/“Location” Products-Completed Operations Aggregate Limit applies to each project or covered “location”, and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.
 - 2. The Project/“Location” Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of “bodily injury” and “property damage” included in the “products-completed operations hazard”, regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organization making claims or bringing “suits”
 - 3. Any payments made under **COVERAGE A** for damages shall reduce the Project/“Location” Products-Completed Operations Aggregate Limit for that project or covered “location”. Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Project/“Location” Products-Completed Operations Aggregate Limit for any other project or covered “location”.
 - 4. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Project/“Location” Products-Completed Operations Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **SECTION I - COVERAGE A**, because of “bodily injury” and “property damage” included in the “products-completed operations hazard” which cannot be attributed only to:
 - (i) “your work” at a single project; or
 - (ii) operations at; or “your products” manufactured, sold, handled or distributed at, from or in connection with: a single “location”:
 - 1. Any payments made under **COVERAGE A** for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard” shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and

2. Such payments shall not reduce any Project/"Location" Products-Completed Operations Aggregate Limit.

C. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Project/"Location" General Aggregate Limit.

D. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.

E. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"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.

F. The provisions of **SECTION III – LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

13. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Paragraphs e. and f. are added to 2. **Duties In the Event of Occurrence, Offense, Claim Or Suit**, as shown:

e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An "executive officer" or insurance manager, if you are a corporation.
- (4) A member or manager if the named insured is a limited liability company.

f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An "executive officer" or insurance manager, if you are a corporation.
- (4) A member or manager if the named insured is a limited liability company.

14. INCIDENTAL HEALTH CARE MALPRACTICE LIABILITY

Only with respect to "bodily injury" arising out of a "health care incident" described in this endorsement, the following applies:

A. The following is added to Paragraph 1.b. **Insuring Agreement of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I – COVERAGES**

Incidental Health Care Malpractice Liability

This insurance applies to "bodily injury" arising out of a "health care incident" providing the professional health care services are incidental to the named insured's primary business purpose when the "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory" and occurs during the policy period.

B. Paragraph 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I – COVERAGES is amended as follows:

1. Paragraph 2.b., **Contractual Liability** is deleted and replaced with the following:

b. Contractual Liability

"Bodily injury" for which the insured 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 insured would have in the absence of the contract or agreement.

2. The following is added:

Any "health care incident" for which coverage is excluded by separate endorsement.

C. The following replaces to Paragraph 2.a.(1)(d) of SECTION II – WHO IS AN INSURED

- (d)** Arising out of his or her providing or failing to provide "professional health care services".

However, if your primary business purpose is not providing "professional health care services", paragraph **(d)** does not apply to "bodily injury" arising out of a "health care incident" and will be considered within the performance of their duties related to the conduct of your business.

D. SECTION V - DEFINITIONS is amended to:

1. Add the following definitions:

- a. "Health care incident" means an act, error or omission by the named insured's "employee's" or "volunteer workers" in the rendering of:

(1) "Professional health care services" on behalf of the named insured; or

(2) Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

- b. "Professional health care services" means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

(1) Physician;

(2) Nurse;

(3) Nurse practitioner;

(4) Emergency medical technician;

(5) Paramedic;

(6) Dentist;

(7) Physical therapist;

(8) Psycho therapist;

(9) Psychologist;

(10) Speech therapist; or

(11) Other allied health professional

2. The definition of "occurrence" is deleted and replaced with the following:

"Occurrence" means a "health care incident". All acts, errors or omission that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence".

15. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

16. PRIMARY AND NONCONTRIBUTORY

Subparagraph **a. Primary Insurance** of Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement 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.

17. "MOBILE EQUIPMENT" REDEFINED

SECTION V - DEFINITIONS is amended as follows:

- a.** Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

18. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Paragraph **6.** of **SECTION IV - CONDITIONS**: Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

19. FELLOW EMPLOYEE COVERAGE

For the purpose of this coverage, paragraph **2.a.(1)**, in **SECTION II – WHO IS AN INSURED**, is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or member (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However, this does not apply to "bodily injury" to a co-"employee" when caused by your "employee", except with respect to claims for "bodily injury" to:

- (a)** A person arising out of any:
 - (i)** Refusal to employ that person;
 - (ii)** Termination of that person's employment; or
 - (iii)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;
- (b)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a) (i), (ii), or (iii)** above is directed; or
- (c)** Any person due to alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

20. BROADENED BODILY INJURY DEFINITION

Unless otherwise amended by separate endorsement to this Coverage Form, the following replaces paragraph 3. in **SECTION V - DEFINITIONS**:

- a. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time resulting from the bodily injury, sickness or disease.

21. ALIENATED PREMISES AMENDMENT

Paragraph **2.J.(2), Exclusions**, of **SECTION I - COVERAGE A**. Bodily Injury and Property Damage Liability is replaced as follows:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

22. UNMANNED AIRCRAFT COVERAGE

- A. The following is added to Exclusion **2.g. Aircraft, Auto or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**

This exclusion does not apply to:

- (6) Unmanned Aircraft

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft" weighing 15 lbs or less. Use includes operation and "loading or unloading".

- B. The following is added to **SECTION V - DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

If forms CG 21 09, CG 21 10 or CG 21 11 are attached to this policy, they do not apply to the extent that coverage is provided under this Paragraph **19. UNMANNED AIRCRAFT COVERAGE**

23. COORDINATING COVERAGE

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per "occurrence" and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per "occurrence" and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): Fill location of each of your projects away from premises owned or rented to you

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT (INCLUDING COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The words “you” and “your” as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. “You” and “your” do not refer to an additional insured.

A. Section II – Who Is An Insured is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or
- b. The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

- (1) Your ongoing operations, with respect to Paragraph **A.1.a.** above; or
- (2) “Your work” and included in the “products-completed operations hazard”, with respect to Paragraph **A.1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.1.**, insurance afforded to such additional insured:

- (a) Only applies if the “bodily injury”, “property damage” or “personal and advertising injury” offense occurs subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to “bodily injury” or “property damage” caused by “your work” and included within the “products-completed operations hazard” unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or
- b. The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph **A.2.a.** above; or

- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **A.2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.2.**, insurance afforded to such additional insured:

1. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
 2. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
3. If neither Paragraph **A.1.** nor Paragraph **A.2** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or
 - b. With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
- in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.3.** insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
 - (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.
4. If neither Paragraph **A.1.** nor Paragraph **A.2** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
- a. Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or
 - b. With respect to the "products-completed operations hazard" if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **A.4.**, insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (3) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

- B.** With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

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 architectural, engineering or surveying services by you or others on your behalf, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection activities performed as part of any related architectural or engineering activities.

However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

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.

- C.** With respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following applies:

1. The following is added to **SECTION III – LIMITS OF INSURANCE**:

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

- a. Required by a written contract or written agreement; or
- b. 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.

2. Paragraph **9.f.** of **SECTION V - DEFINITIONS** is amended as follows:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- D.** With respect to the coverage provided under this endorsement:

1. The following is added to Paragraph **4.a.** of the **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Primary and Noncontributory Insurance

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of this endorsement provided that

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

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any party you agreed by written agreement to furnish this waiver to which is effective prior to the occurrence of any loss.

Missouri only, if applicable:

However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual. (Missouri Statutes Section 287.150(6))

Kansas only, if applicable:

Use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A 16-1901 though 16-1908 and any amendments thereto). According the the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered by liability workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSURED
- H. EMPLOYEE HIRED AUTOS
- I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
- J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
- K. INCREASED LOSS OF USE EXPENSE
- L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
- M. GLASS REPAIR DEDUCTIBLE WAIVER
- N. COLLISION DEDUCTIBLE WAIVER
- O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
- P. TOWING
- Q. AUTO LOAN/LEASE GAP COVERAGE
- R. PERSONAL EFFECTS COVERAGE
- S. LOCKSMITH SERVICES
- T. TAPES, RECORDS AND DISCS COVERAGE
- U. HIRED AUTO PHYSICAL DAMAGE
- V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
- W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**A. ADDITIONAL INSURED –
AUTOMATIC STATUS**

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

- c. Anyone liable for the conduct of an “insured” described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization’s status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

- d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of

this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

- e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an “insured”. However, such organization will not qualify as an “insured” if it is also an “insured” under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an “insured” under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an “insured” only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

- (1) any organization 180 days or more after its acquisition or formation; or
- (2) “bodily injury”, “property damage” or “covered pollution cost or expense” caused by an “accident” that occurred before you acquired or formed the organization.

**C. DUTIES IN THE EVENT OF AN
ACCIDENT, CLAIM, SUIT OR LOSS
CONDITION**

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an “accident”, claim, “suit” or “loss” is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or “employees” authorized by you to give or receive notices becomes aware of or should have become aware of such “accident”, claim, “suit” or “loss”.

If you report an “accident” or “loss” to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such “accident” or “loss” to us at the time of the “accident” or “loss” will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the “accident” or “loss” has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of “bodily injury” is SECTION V- DEFINITIONS is replaced by the following”

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance granted under this provision is

excess over any other collectible insurance

G. EMPLOYEES AS INSURED

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any “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.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

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 individual “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”.

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

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

1. Replace the \$2,000 limit for cost of bail bonds with \$5,000 in paragraph (2); and
2. Replace the \$250 a day limit for reasonable expenses including actual loss of earnings with \$500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

This extension applies to all covered “autos” with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing \$20 per day with \$60 per day, and the \$600 maximum with \$1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered “auto” insured for Collision coverage under this policy collides with another “auto” we insure, the Collision deductible applicable to the covered “auto” or “autos” insured under this policy shall not apply.

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the \$1,000 with \$2,500.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to \$75 for towing and labor costs incurred each time an “auto” with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that “auto”.

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

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

1. Overdue payments and financial penalties associated with those payments as of the date of the “total loss”;
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects which are:

- (1) owned by an "insured"; and
- (2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar

devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to \$100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member or employee
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a \$100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a

\$1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chastain & Associates Ins P.O. Box 1908 Athens GA 30603		CONTACT NAME: Adrienne Colvard PHONE (A/C, No, Ext): (706) 543-2575 E-MAIL ADDRESS: adrienne@chastain-assoc.com FAX (A/C, No): (706) 543-4847	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Convex Insurance UK Limited	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL24121945465**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Professional Liability \$5,000 Ded			AE00291-00	12/18/2024	12/18/2025	Each Claim \$3,000,000 General Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ITB 25-519

CERTIFICATE HOLDER**CANCELLATION**

DeKalb County School District 1701 Mountain Industrial Blvd Stone Mountain GA 30083-1027	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency 17335 Golf Parkway Suite 450 Brookfield WI 53045	CONTACT NAME: Kelly McEvoy PHONE (A/C, No, Ext): 262-796-8824 E-MAIL ADDRESS: kelly.mcevoy@marshmma.com FAX (A/C, No):														
INSURED NASCO Education LLC DBA NASCO 901 Janesville Avenue Fort Atkinson WI 53538	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B : First Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C : Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D : Employers Insurance Company of Wausau</td><td>21458</td></tr><tr><td>INSURER E : Palomar Excess and Surplus Ins Co</td><td>16754</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : First Liberty Insurance Corporation	42404	INSURER C : Liberty Insurance Corporation	42404	INSURER D : Employers Insurance Company of Wausau	21458	INSURER E : Palomar Excess and Surplus Ins Co	16754	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER E : Palomar Excess and Surplus Ins Co	16754														
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1522739724**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			TB6Z91471982	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AS2Z91471982	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			TH7Z91471982054	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCCZ91471982	6/30/2024	6/30/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber Liability			PLMCBSHL2UE3SQ003	6/30/2024	6/30/2025	Limit Retention \$5,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dekalb County School District and indemnitees are included as additional insured on General Liability and Umbrella Liability on a Primary Non-Contributory basis when required by written contract. A waiver of subrogation applies in favor of the additional insureds on General Liability, Auto Liability, Umbrella Liability, and Workers Compensation when required by written contract. A 30 day notice of cancellation applies in favor of the Certificate Holder where allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

Dekalb County School District
1701 Mountain Industrial Blvd
Stone Mountain GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
02/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	
INSURED LEGO Brand Retail, Inc. dba LEGO Education US 100 Print Shop Road Enfield, CT 06082	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: Hartford Casualty Insurance Company	
	INSURER C: Twin City Fire Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		
	NAIC #	
	22667	
	29424	
	29459	

COVERAGES**CERTIFICATE NUMBER:** W37839456**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			OGL 646674005	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 3,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			10 UEN DL2706	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10 WB AZ7P0T	04/01/2024	04/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ No	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Auto Liability			10 UEN DL2906	04/01/2024	04/01/2025	(Any Auto) - CSL \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Dekalb County School District Attn: Vendor Services Department - Procurement 1701 Mountain Industrial Boulevard Stone Mountain, GA 30083	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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SR ID: 27323472

BATCH: 3843266



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER STARR-MATHEWS AGENCY 108 North Court St. P. O. Box 188 Calhoun GA 30703-0188	CONTACT NAME: Melinda Lankford PHONE (A/C, No, Ext): (706) 629-4441 E-MAIL ADDRESS: mlankford@starrmathews.com FAX (A/C, No): (706) 629-3631
INSURED Learning Labs, Inc. PO Box 1419 Calhoun GA 30703	INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Co. INSURER B: Hartford Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24112 00914

COVERAGES**CERTIFICATE NUMBER:** 2024-25**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CWP003964J	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 250,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CWP003964J	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 0			CWP003964J	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	20WBAA8DRY	10/01/2024	10/01/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Theft			CWP003964J	10/01/2024	10/01/2025	Coverage Limit 250,000 Deductible 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Commercial General Liability Expanded Endorsement, CG 71 35 11 12; Waiver of Transfer of Rights of Recovery Against Others to Us, CG 24 04A 05 09; Additional Insured Vendors CG 20 15 24 13; Business Auto Expanded Endorsement, CA 70 78 10 13; Commercial Liability Umbrella Coverage Form CU 00 01 04 13; CG 20 01 04 13 Primary and Non Contributory - Other Insurance Condition

CERTIFICATE HOLDER**CANCELLATION**Dekalb County School District
1701 Mountain Industrial Blvd

Stone Mountain

GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury
 - Reasonable force
- B. Non-owned Watercraft
 - Increased to 60 feet
- C. Non-owned Aircraft
- D. Property Damage - Elevators
- E. Damage To Premises Rented To You
 - Limit increased to \$500,000
- F. Personal and Advertising Injury
 - Exclusions
- G. Medical Payments - Volunteer Workers
- H. Voluntary Property Damage
- I. Care, Custody and Control
- J. Supplementary Payments
 - Bail Bonds - \$2500
 - Loss of Earnings - \$1000
- K. Who Is An Insured broadened:
 - Limited Liability Partnership
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Newly Formed or Acquired Entities (up to 365 days)
 - Individual Owners of Buildings
- L. Knowledge and Notice Of Occurrence
- M. Unintentional Failure To Disclose Hazards
- N. Liberalization
- O. Definitions
 - Bodily Injury redefined
 - Expanded Personal and Advertising Injury definition
 - Unintentional Damage or Destruction added

In addition to the policy amendments contained in A through O listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Commercial General Liability Endorsement:

- Additional Insured - Co-Owners of Insured Premises - CG 20 27
- Additional Insured - Concessionaire - CG 20 03
- Additional Insured - Controlling Interest - CG 20 05
- Additional Insured - Grantor of Franchise - CG 20 29
- Additional Insured - Lessor of Leased Equipment - CG 20 34
- Additional Insured - Managers or Lessors of Premises - CG 20 11
- Additional Insured - Mortgagee, Assignee or Receiver - CG 20 18
- Additional Insured - Owners or Other Interests From Whom Land Has Been Leased - CG 20 24
- Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations - CG 20 12
- Additional Insured - Vendors - CG 20 15
- Waiver of Transfer of Rights of Recovery - CG 24 04

A. EXPECTED OR INTENDED INJURY

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions a. is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. NON-OWNED WATERCRAFT

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions g. (2) (a) is replaced with the following:

(a) Less than 60 feet long; and

C. NON-OWNED AIRCRAFT

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, g. Aircraft, Auto or Watercraft, the following is added:

(6) An aircraft you do not own, provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

D. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, item 2. Exclusions, paragraphs (3), (4) and (6) of Exclusion j. Damage to Property and Exclusion k. Damage To Your Product do not apply to the use of elevators. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

E. DAMAGE TO PREMISES RENTED TO YOU

Under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions, the last paragraph of item 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

F. PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, the following are added to Item 2. Exclusions:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

G. MEDICAL PAYMENTS - VOLUNTEER WORKERS

Under SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, item 2. Exclusions b. Hired Person is replaced with the following:

b. Hired Person

To a person hired to do work for or on behalf of any insured or tenant of any insured; however this exclusion does not apply to "volunteer workers" while engaged in maintenance or repair of your premises.

Under SECTION I - COVERAGES, the following are added:

H. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession arising out of your business operations.

2. Exclusions

Coverage for Voluntary Property Damage does not apply to:

a. "Loss" of property at premises owned, rented, leased, operated or used by you.

b. "Loss" of property while in transit;

c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. The cost of repairing or replacing:

- (1) "Your work" defectively or incorrectly done by you;
- (2) "Your product" manufactured, sold or supplied by you; or

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

e. "Loss" of property caused by or arising out of the "products-completed operations hazard."

3. Deductible

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.

I. CARE, CUSTODY OR CONTROL

1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations.

2. Exclusions

Coverage for Care, Custody or Control does not apply to:

- a. "Property damage" to property at any premises owned, rented, leased, operated or used by you;
- b. "Property damage" to property while in transit;
- c. The cost of repairing or replacing;
 - (1) "Your work" defectively or incorrectly done by you; or
 - (2) "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

d. "Property damage" to property caused by or arising out of the "products-completed operations hazard".

3. Deductible

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property damage" in excess of \$250, up to the applicable limit of insurance.

4. Actual Cost

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The most we will pay under Care, Custody or Control for "property damage" is \$1,000 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.

J. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.b. is replaced with the following:

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

Under SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

K. WHO IS AN INSURED BROADENED

Under SECTION II - WHO IS AN INSURED Item 1.b. is replaced with the following:

- b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

Under SECTION II - WHO IS AN INSURED the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, partnership or limited liability company; or
- (2) If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or legal liability company.

Under SECTION II - WHO IS AN INSURED, item 2.a. is replaced with the following:

a. Your "employees" or volunteer workers, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or volunteer workers are an insured for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are limited liability company), or to a co-"employee" or co-volunteer worker while that is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or co-volunteer worker as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees" or volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

Under SECTION II - WHO IS AN INSURED, item 3.a. is replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

Under SECTION II - WHO IS AN INSURED, the following is added:

4. For COVERAGE A and COVERAGE B only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured in this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:
 - a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
 - b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under SECTION II - WHO IS AN INSURED the last paragraph of this section is replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations.

L. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence", offense, claim, or "suit".

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose

all hazards or prior "occurrences" is not intentional.

N. LIBERALIZATION

Under SECTION I - COVERAGES, SECTION II - WHO IS AN INSURED, SECTION III - LIMITS OF INSURANCE, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS AND SECTION V - DEFINITIONS, the following is added:

Liberalization

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

O. DEFINITIONS

Under SECTION V - DEFINITIONS, item 3. is deleted and replaced with the following:

- 3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under SECTION V - DEFINITIONS, item 14. the following is added to the definition of "Personal and advertising injury":

- h. 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 done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

Under SECTION V - DEFINITIONS, the following definition is added:

- 23. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Automatic status when required by written contract, agreement or permit.	Your products related to your operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.
- However:
1. The insurance afforded to such vendor only applies to the extent permitted by law; and
 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
1. The insurance afforded the vendor does not apply to:
 - a. "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;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, 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 distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "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:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, 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 distribution or sale of the products.
2. 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.

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO EXPANDED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment
- D. Coverage Extensions
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge
- G. Glass Repair - Waiver of Deductible
- H. Knowledge and Notice of an Accident, Claim or Suit
- I. Unintentional Failure To Disclose Hazards
- J. Worldwide Coverage
- K. Definitions
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

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

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. Coverage Extensions:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.
6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

- (a) Assumed by contract or agreement prior to loss; or
- (b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown. Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item D. Deductible the following paragraph is added:

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

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item A. Loss Conditions is amended as follows:

Subparagraph a. under Item 2. Duties In The Event Of Accident, Claim, Suit Or Loss, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under SECTION V - DEFINITIONS, Item C. is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person by organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than

an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employees' Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law, personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harrasment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described

above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any pre-arranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- (1) Property:
 - (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

- (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.
- Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.
- Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
- Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.
- Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".
- n. Damage To Your Product
"Property damage" to "your product" arising out of it or any part of it.
- o. Damage To Your Work
"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".
- This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.
- p. Damage To Impaired Property Or Property Not Physically Injured
"Property damage" to "impaired property" or property that has not been physically injured, arising out of:
- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.
- This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.
- q. Recall Of Products, Work Or Impaired Property
Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";
- if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- r. Personal And Advertising Injury
"Bodily injury" arising out of "personal and advertising injury".
- s. Professional Services
"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:
- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardio-vascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damage arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

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

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

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The in-

surance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

- (1) **Knowing Violation Of Rights Of Another**
Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (2) **Material Published With Knowledge Of Falsity**
Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- (3) **Material Published Prior To Policy Period**
Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.
- (4) **Criminal Acts**
Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods -- Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harrassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices

described in Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done, by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming or therapy;
- (h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

- (i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j) Body piercing services;
- (k) Services in the practice of pharmacy;
- (l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

- (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.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:

- a. All expenses we incur.
- b. Up to \$2000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies if any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
- (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a)(i) or (ii) above.
 - (b) "Property damage" to property:
 - (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) 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 Coverage Part.
- c. 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 there is no other similar insurance available to that organization. However:
- (1) 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;
 - (2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

- (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
 - c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section III - Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" because of all "bodily injury" and "property damage" under Coverage A arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, 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 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 Limits of Insurance.

SECTION IV - CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III - Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. 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.

c. 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 injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without or consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

- When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.
6. Premium Audit
- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
7. Representations Of Fraud
- By accepting this policy, you agree:
- a. The statements in the Declarations are accurate and complete;
 - b. Those statements are based upon representations you made to us;
 - c. We have issued this policy in reliance upon your representations; and
 - d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.
8. Separation Of Insureds
- Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each insured against whom claim is made or "suit" is brought.
9. Transfer Of Rights Of Recovery Against Others To Us
- If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
10. When We Do Not Renew
- If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
- If notice is mailed, proof of mailing will be sufficient proof of notice.
11. Loss Payable
- Liability under this Coverage Part does not apply to a given claim unless and until:
- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
 - b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.
12. Transfer Of Defense
- When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.
13. Maintenance Of/Changes To Underlying Insurance
- Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "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.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in

the absence of any contract or agreement.

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) 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
 - (3) 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 person or organization is authorized to serve by public authority.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 11. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
 However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
 15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 16. "Pollution cost or expense" means any loss, cost or expense arising out of any:
 - a. 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
 - b. 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".
 17. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells,

data processing devices or any other media which are used with electronically controlled equipment.

- 19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.
- 20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.
- 24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
- 25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
- 26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 27. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip Fl 17 New York NY 10005	CONTACT NAME: Arelis Nunez PHONE (A/C, No, Ext): 212-504-1894 E-MAIL ADDRESS: Arelis.Nunez@alliant.com FAX (A/C, No): 212-504-5989
INSURED Global Equipment Company, Inc c/o Global Industrial Company, f/k/a Systemax Inc. 11 Harbor Park Drive Port Washington NY 11050	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: BR-800584 SYSTINC-01	NAIC # 1112

COVERAGES**CERTIFICATE NUMBER:** 1113640809**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TB2-651-291604-014	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	AS2-651-291604-024	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	TH7-651-291604-044	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	Y N / A	WA7-65D-291604-094 WC7-651-291604-104	7/1/2024 7/1/2024	7/1/2025 7/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Global Equipment Company,
Incc/o Global Industrial
Company, f/k/a Systemax Inc.
11 Harbor Park DrivePort
Washington NY 11050

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2025

2/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 2100 Ross Ave., Ste. 1400 Dallas TX 75201 (214) 720-5563	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1551584 Flinn Scientific Inc. 770 North Raddant Road Batavia IL 60510-4208	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Hanover Insurance Company		22292
	INSURER B: Allmerica Financial Benefit Insurance Co		41840
	INSURER C: Employers Compensation Insurance Company		11512
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 21431217**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Employee Benefits: ☒ \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ZHY-H091903-06	11/25/2024	11/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	AWD-H091937-06	11/25/2024	11/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX UIM \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	UHY-H091922-06	11/25/2024	11/25/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	EIG 5372237-02	11/25/2024	11/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachments**21431217**DeKalb County School District
1701 Mountain Industrial BLVD
Stone Mountain GA 30083

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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All policies include a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, 10 days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's Liability policies in the underlying schedule.

The General Liability and Auto Liability policies include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

The General Liability and Auto Liability policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured — Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage — Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments — Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II — WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

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

- (1) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (2) Will not be broader than coverage provided to any other insured.
- (3) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

c. This provision does not apply:

- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional 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 failure to render any professional services by or for you.

- d. 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 for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

- 3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2.**

Exclusions subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to SECTION V – DEFINITIONS:

- 24.** "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.

The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

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

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612	CONTACT NAME: Carrie Fowler, CISR PHONE (A/C, No, Ext): 919-786-5673 E-MAIL ADDRESS: macertrequest@marshmma.com FAX (A/C, No): 212-948-9258
INSURED Carolina Biological Supply Company 2700 York Road Burlington NC 27215	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Cas & Surety Co of America INSURER B: Travelers Prop & Casualty Co of America INSURER C: Travelers Casualty Ins Co of America INSURER D: Travelers Indemnity Company INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 627371042**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			6306X704930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			8106X704813	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP7X636256	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	UB6X737961	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			107791629	3/1/2024	3/1/2025	\$5,000,000 Limit \$50,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BID 25-519

Catalog Discount - Career Technical & Agricultural Materials, Equipment and Supplies

CERTIFICATE HOLDER**CANCELLATION**Dekalb County School District Purchasing Dept.
1701 Mountain Industrial Blvd
Stone Mountain GA 30083-1027

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/20/2025

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whitlock Group, Inc. 2915 Premiere Pkwy Suite 120 Duluth GA 30097		CONTACT NAME: Peter J Moon PHONE (A/C, No, Ext): (678) 906-2008 E-MAIL ADDRESS: pmoon@twgins.net FAX (A/C, No): (855) 906-2012	
INSURED Amitrace Computer Systems, Inc 8000 Miller Court E Norcross GA 30071		INSURER(S) AFFORDING COVERAGE INSURER A: Allmerica Financial Benefit Insurance Company INSURER B: Hanover American Insurance Company INSURER C: Hanover Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 41840 36064 22292	

COVERAGES**CERTIFICATE NUMBER:** CL2432805244**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	Z2AJ678950	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPLI \$ 100,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	AWAJ678935	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0	Y	Y	Z2AJ678950	03/31/2024	03/31/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZAJ678953	03/31/2024	03/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Tech E&O, Network Security & Privacy Liability. Retroactive Date: 3/31/2021			LHAJ679562	03/31/2024	03/31/2025	Each Claim \$3,000,000 Aggregate \$3,000,000 Retention \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(See attached Comments/Remarks page for coverage details)

CERTIFICATE HOLDER**CANCELLATION**

DeKalb County Board of Education 1701 Mountain Industrial Blvd Stone Mountain GA 30083	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: 00000848

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY The Whitlock Group, Inc.		NAMED INSURED Amitrace Computer Systems, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

*Blanket Additional Insured status for General Liability is provided to any person or organization in primary and non-contributory basis as required by written contract with the named insured, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the named insured's acts or omissions in the performance of on going operations and only with respect to liability for bodily injury or property damage caused, in whole or in part, by the named insured's worked performed for that additional insured.

*Blanket Additional Insured status for Automobile Liability is provided to any person or organization in primary and non-contributory basis as required by written contract with the named insured, but only with respect to liability for bodily injury or property damage caused, in whole or in part, by the named insured's ownership, maintenance or use of a covered auto.

*Blanket Waiver of Subrogation in favor of the additional insured applies to all coverages as required by a Written Contract with the Named Insured.

*Umbrella/Excess Liability is Follow Form

*Third-party 30-day notice of cancellation/non-renewal will be mailed to the Certificate Holder if required.

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage, terms exclusions and conditions afforded by the policies referenced herein.