

Additional Named Insureds

Other Named Insureds

Chiller Services and Mechanical Services

Additional Named Insured

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

"ALL WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

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:	Policy No. WCV 1002117 01	Endorsement No.
Insured: Mechanical Services Inc		Premium: \$22,522.00
Insurance Company: Builders Insurance	Countersigned by: _____	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY PREMIER PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location.

COVERAGES			
LIMIT	DEDUCTIBLE	SUBJECT TO INSURANCE	PAGE
Included	None	Additional Insured – Grantor Of Franchises	7
Included	None	Additional Insured – Lessor Of Leased Equipment	8
Included	None	Additional Insured – Managers Or Lessors Of Premises	8
Included	None	Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You	6
Included	None	Additional Insured – Vendors	9
Included	None	Waiver Of Transfer Of Rights Of Recovery Against Other To Us - Waiver Of Subrogation	10
\$2,500	None	Supplementary Payments Increased Limits - Bonds	6
\$500 Per Day	None	Supplementary Payments Increased Limits - Earnings	6
\$5,000 Each Occurrence / \$10,000 Aggregate	\$250	Limited Care, Custody & Control Coverage	3
\$300,000	None	Increased Limit For Damage To Premises Rented To You (Limit & Perils)	2
Included	None	Expected Or Intended Injury	2
Included	None	Non-Owned Watercraft Liability Redefined To Less Than 50 Feet	2
\$5000 Each Occurrence	\$100	Lost Key Coverage	2
Included	None	Mobile Equipment - Redefined	10
Included	None	Newly Formed Or Acquired Organizations	10
Included	None	Aggregate Limit Per Project	5
Included	None	Primary And Noncontributory – Other Insurance Condition	10
\$10,000	None	Property Damage To Borrowed Equipment	3
Included	None	Unintentional Failure To Disclose Hazards	11
\$5,000 Each Occurrence / \$10,000 Aggregate	None	Voluntary Property Damage	4

The following changes apply to the **Commercial General Liability Coverage Form** as specified:

I. Expected Or Intended Injury

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

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

II. Non-Owned Watercraft

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

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

- (a)** Less than 50 feet long; and
- (b)** Not being used to carry persons or property for a charge.

III. Increased Limit For Damage To Premises Rented To You

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

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

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

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

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection

systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits of Insurance**.

B. Section III – Limits of Insurance, Paragraph 6., is replaced by the following:

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

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

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

- 1. Condition **4.b.(1)(a)(ii) of Section IV – Commercial General Liability Conditions:** and
- 2. **9.a. of Section V – Definitions.**

IV. Lost Key Coverage

A. Coverage for “bodily injury” and “property damage” with respect to the insured’s operations is extended as follows:

- 1. We will pay those sums that you become legally obligated to pay as damage due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.
- 2. The additional insurance provided by this endorsement does not apply to:
 - (a)** Misappropriation;
 - (b)** Secretion;
 - (c)** Conversion;
 - (d)** Infidelity; or

(e) Any dishonest act of the part of the insured.

3. The additional insurance provided by this endorsement applies only to:

- (a) The actual cost of the keys;
- (b) Adjustment of locks to accept new keys; and
- (c) The cost of new locks, including the cost of their installation.

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

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

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

D. This coverage extension is subject to the following:

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

V. **Property Damage To Borrowed Equipment**

A. Exclusion j. (4) under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:

- 1. Not being used to perform operations; and
- 2. Away from an insured's premises

B. Subject to Paragraph 5. In **Section III – Limits of Insurance, Coverage A** the most we will pay for damages because of "property damage" to

equipment you borrow from others is \$10,000 per "occurrence".

C. The insurance afforded by this provision V. is excess over any valid and collectible property insurance available to the insured.

VI. **Limited Care, Custody Or Control Liability Coverage**

A. **Insuring Agreement**

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

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

B. **Exclusions**

With respect to the coverage provided by this coverage extension:

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

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

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

C. Limit of Insurance

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

1. The most we will pay for “loss”, including all resulting loss of use of that property, as a result of any one “occurrence” under this coverage is \$5,000. However, the most we will pay for the sum of all “loss”, including all resulting loss of use of property, as a result of all “occurrences” under this coverage is \$10,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for a “loss” in any one “occurrence” until the amount of “loss” exceeds the deductible shown under **D. Deductible**. We will then pay the amount of “loss” or damage in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

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

E. Excess Insurance

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

F. Additional Definitions

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

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

VII. Voluntary Property Damage Coverage

A. Insuring Agreement

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

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

B. Exclusions

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

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

This insurance does not apply to “loss” to property:

- (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;
- (b) Owned or occupied by, rented or leased to, or loaned to any insured;
- (c) Included in the “products-completed operations hazard”, or

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

C. Limit of Insurance

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

1. The most we will pay for “loss”, including all resulting loss of use of that property, as a result of any one “occurrence” under this coverage is \$5,000. However, the most we will pay for the sum of all “loss”, including all resulting loss of use of property, as a result of all “occurrences” under this coverage is \$10,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.
2. We will not pay for a “loss” in any one “occurrence” until the amount of “loss” exceeds the deductible shown under **D. Deductible**. We will then pay the amount of “loss” in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

1. With respect to Voluntary Property Damage Coverage, we are not obligated to pay any “loss” until such “loss” exceeds \$250. We will then pay the amount of “loss” in excess of the deductible, up to the applicable Limit of Insurance. This deductible amount applies to all “loss” to real or personal property belonging to others as the result of any one “occurrence”.
2. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

E. Excess Insurance

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

F. Additional Definition

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

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

We will not pay for any “loss” under **VI. Limited Care, Custody or Control Liability Coverage** unless you are legally liable. If we provided coverage for the same “loss” under **VI. Limited Care, Custody or Control Liability Coverage** and **VII. Voluntary Property Damage Coverage**, the most we will pay for the “loss” under the two coverages combined is \$10,000.

VIII. Aggregate Limit Per Project

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

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A - Bodily Injury And Property Damage Liability**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **Coverage C – Medical Payments** regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
3. Any payments made under **Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Coverage C – Medical Payments** for medical expenses shall reduce the Construction Project General Aggregate Limit for that

construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

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 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 operations at a single construction project:
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 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 Construction Project General Aggregate Limit.
- D.** If the applicable 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.

IX. Supplementary Payments Increased Limits

Under **Supplementary Payments – Coverages A and B of Section I**:

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

X. Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You

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

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

in the performance of your ongoing operations for the additional insured(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than 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 your operations for that additional insured are completed.

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

This insurance does not apply:

1. 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 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. To "bodily injury" or "property damage" occurring after:
 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- 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.

XI. Additional Insured – Grantor Of Franchise When Required In Written Agreement With You

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who has granted a franchise to you, 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, but only 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. 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:**

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.

XII. Additional Insured – Lessor Of Leased Equipment When Required In Written Agreement With You

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

However:

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

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 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.

XIII. Additional Insured – Managers Of Lessors Of Premises When Required In Written Agreement With You

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you have leased 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 arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

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

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.

XIV. Additional Insured – Vendor When Required In Written Agreement With You

A. Section II – Who Is An Insured is amended to include any person(s) or organization(s) (referred to below as 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.

However:

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

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limit 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 shown in the Declarations;

whichever is less.

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

XV. Newly Formed Or Acquired Organizations

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

3.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;

XVI. Duties In The Event Of Occurrence, Offense, Claim Or Suit – Redefined

A. The requirement in condition 2.a. of **Section IV – Commercial General Liability Conditions** that you must see to it that we are notified of an “occurrence” only applies when the “occurrence” or offense is known to:

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

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

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

XVII. Primary and Noncontributory – Other Insurance Condition

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

Primary and Noncontributory Insurance

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.

XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required In Written Agreement With You

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

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

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

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

XIX. Mobile Equipment Redefined

Paragraph **12.f.**, subparagraph **(1)** of **Section V – Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

XX. Unintentional Failure To Disclose Hazards

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU –
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 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.
1. 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:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of "your work" for the additional insured; and
 2. Such written contract or written agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
- B.** The coverage provided the additional insured by this endorsement does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard", such coverage will not apply beyond the lesser of:
1. The period of time required by the written contract or written agreement; or
 2. Two years from the completion of "your work" on the project which is the subject of the written contract or written agreement.
- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- 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, 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, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PREMIER PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION I – COVERED AUTOS

The following is added to paragraph **C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:**

If Physical Damage Coverage is provided by the Business Auto Coverage Form, any “auto” you do not own while used with permission of its owner as a temporary substitute for a covered “auto” you own that is out of service because of its breakdown, repair, servicing, “loss” or destruction is also a covered “auto” for Physical Damage Coverage. The coverage provided for the temporary “auto” will be the same coverage and deductible as the “auto” it replaces.

C.1. is amended to read:

“Trailers” with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

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

d. Blanket Additional Insureds

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

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

B. Increased Supplementary Payments

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

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

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

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 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 for any expenses for loss of use is \$30 per day, to maximum of \$900.

The following coverages are added to Paragraph **A. Coverage**, of the **PHYSICAL DAMAGE COVERAGE:**

5. Hired Auto Physical Damage Coverage

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

- a. The most we will pay for "loss" to any hired "auto" is the lesser of:
 - (1) \$50,000;
 - (2) Actual Cash Value; or
 - (3) Cost of Repair.
- b. For each hired "auto", our obligation to pay for "loss" will be reduced by the deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- c. The insurance provided under this coverage extension is excess over any other collectible insurance.
- d. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

6. Air Bag Coverage

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

7. Additional Living Expense

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

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

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

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

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

8. Locked Vehicle Coverage

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

9. Rental Reimbursement Coverage

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

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

10. Loan Lease Gap Coverage

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

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

11. Fuel in Vehicle Coverage

With respect to a covered "loss" for a covered "auto", we will also pay the actual "loss" sustained for the "loss" of fuel used to operate your "auto". You must provide documentation supporting your claim for "loss".

Deductible

- a. If "loss" to the fuel is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then payment for "loss" will be reduced by the applicable deductible shown in the declarations for the covered "auto". In the event of "loss" due to fire or lightning, no deductible will apply.
- b. If "loss" to the fuel is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then payment for "loss" will be reduced by the applicable deductible of \$100.
- c. If "loss" occurs solely to fuel then our obligation to pay will be reduced by the applicable deductible of \$100 for this coverage.

In the event more than one deductible applies to the "loss", only the highest deductible will apply. In no event will more than one deductible apply.

12. Fire Department Service Charge

We will pay up to \$1,000 for your liability for fire department charges resulting from a covered "loss", providing that your liability for such charges is:

- a. Assumed by a written contract or agreement prior to the "loss"; or
 - b. Required by law or ordinance.
- No deductible applies to this coverage.

13. Fire Extinguisher Recharge

We will pay the lesser of the actual cost of recharging or replacing fire extinguishers kept in your covered "auto" that are discharged intentionally attempting to extinguish a fire.

No deductible applies to this coverage.

14. Personal Effects

Physical Damage Coverage afforded to a covered "auto" may be extended to cover "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in a covered "auto" at the time of "loss".

The most we will pay for any one "loss" is \$500.

15. Miscellaneous Equipment

We will pay the lesser of the actual cash value, cost to repair or replacement cost for "loss" to your miscellaneous equipment, consisting of hand trucks, dollies, pads, pallets, covers, binders, tarps, tie-downs, chains and other similar equipment used for handling property transported by your covered "auto". The most we will pay for any "loss" is \$1,500.

Exclusions

We will not pay for loss caused by:

- a. Theft, unless there are visible signs or marks of forcible entry into the covered "auto" and the theft is reported to law enforcement authorities; or
- b. Mysterious disappearance.

Deductible

- a. If "loss" to the miscellaneous equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then payment for "loss" will be reduced by the applicable deductible shown in the declarations for the covered "auto". In the event of "loss" due to fire or lightning, no deductible will apply.
- b. If "loss" to the miscellaneous equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then payment for "loss" will be reduced by the applicable deductible of \$100.

- c. If “loss” occurs solely to the miscellaneous equipment, then for each covered “auto” payment for “loss” will be reduced by the applicable deductible of \$100 for this coverage.

In the event more than one deductible applies to the “loss”, only the highest deductible will apply. In no event will more than one deductible apply.

16. Audio, Visual and Data Electronic Equipment

A. Coverage

1. We will pay with respect to any covered “auto” covered under Item **A.1. Of Physical Damage Coverage** in the Business Auto Coverage Form for “loss” to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered “auto” at the time of the “loss” or the equipment is removable from a housing unit which is permanently installed in the covered “auto” at the time of the “loss”, and such equipment is designed to be solely operated by use of the power from the “auto’s” electrical system, in or upon the covered “auto”.
2. We will pay with respect to any covered “auto” covered under Item **A.1. Of Physical Damage Coverage** in the Business Auto Coverage Form for “loss” to any accessories used with the electronic equipment described in Paragraph **A.1.** above. However, this does not include tapes, records or discs.

B. Exclusions

The exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this extension. In addition, the following exclusions apply:

We will not pay, under this extension, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered “auto” or the monitoring of the covered “auto’s” operating system; or
2. Both:

- a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered “auto”; and
- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

C. Limit of Insurance

With respect to coverage under this extension, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all “loss” to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one “accident” is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the “loss; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the “loss”.
3. We may deduct for betterment if:
 - a. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
 - b. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed \$500.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Cause of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$100 for this coverage.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible of \$100 for this coverage.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

The following changes have been made to **Section III – Physical Damage Coverage:**

A. Towing and Labor

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

2. Towing and Labor

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

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

- b. For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

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

B. Physical Damage Increased Transportation Expense Coverage

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

C. Deductible

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

1. Glass Repair
No deductible applies to glass damage if the glass is repaired rather than replaced.
2. When a truck tractor and an attached trailer are damaged in the same collision loss, only one deductible will be applied and that will be the highest deductible applicable to the tractor or trailer.

SECTION IV – BUSINESS AUTO CONDITIONS

A. Unintentional Failure to Disclose Hazards

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

9. Unintentional Failure to Disclose Hazards

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

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

Paragraph **A.5. Transfer of Rights of Recovery against Others to Us** is amended by the addition of the following paragraphs:

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