



CONTLAN-01

ARUPNOW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2023

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 <b>AssuredPartners of IL, LLC</b> 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:	
	PHONE (A/C, No, Ext): (847) 758-1000	FAX (A/C, No): (847) 758-1200
INSURED  <b>Contour Landscaping, Inc.</b> 3501 Jarvis Avenue Skokie, IL 60076-4016	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>IMT Insurance Company</b>	
	NAIC # <b>14257</b>	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER: 102623

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLR3381	9/1/2023	9/1/2024	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CVR3381	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			UCR3381	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCR3381	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)  
Lincolnwood School District #74, its individual Board members, agents, officers, and employees are Additional Insured for General Liability on a primary and non-contributory basis and Additional Insured for Auto Liability if required by written contract. A waiver of subrogation applies in favor of the Additional Insured for General Liability and Auto Liability if required by written contract. GA0050 0113, BA1029 0220

## CERTIFICATE HOLDER

## CANCELLATION

Lincolnwood School District #74  
6950 N East Prairie Road  
Skokie, IL 60077

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## COMMERCIAL GENERAL LIABILITY CONTRACTORS PLUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Coverage	Limit(s) of Insurance	Page
Additional Insured - Engineers, Architects, Or Surveyors - Not Engaged By The Named Insured	Included	8
Additional Insured - Lessor Of Leased Equipment	Included	8
Additional Insured - Managers Or Lessors of Premises	Included	8
Additional Insured - Mortgagee, Assignee Or Receiver	Included	8
Additional Insured - Owners, Lessees Or Contractors - Ongoing Operations	Included	9
Additional Insured - State or Governmental Agency Or Subdivision Or Political Subdivision - Permits or Authorizations	Included	9
Additional Insured - Broad Form Vendors	Included	9
Aggregate Limit Of Insurance - Per Location	Included	10
Aggregate Limit Of Insurance - Per Project	Included	10
Bodily Injury - Mental Anguish, Mental Injury Or Humiliation	Included	11
Broad Form Named Insured	Included	7
Care, Custody, Or Control Occurrence Limit Aggregate Limit Coverage Deductible		4
Damage To Premises Rented To You	Per Declarations	3
Damage To Property - Borrowed Equipment Limit Coverage Deductible		2
Damage To Property - Elevators Limit Coverage Deductible		3
Electronic Data Liability	\$50,000	5
Expected Or Intended Injury	Included	2
Fellow Employee Coverage - Managers And Supervisors	Included	7

Coverage	Limit(s) of Insurance	Page
Knowledge Of Occurrence	Included	10
Liberalization Clause	Included	11
Lost Key Coverage		6
Medical Payments	Per Declarations	6
Mobile Equipment - Revised Definition	Included	11
Newly Acquired Organizations	180 days	7
Non-Owned Watercraft	Included	2
Primary Insurance - Additional Insureds By Written Contract	Included	10
Supplemental Payments		
Bail Bonds		7
Loss Of Earnings	per day	
Unintentional Failure To Disclose	Included	10
Voluntary Property Damage		
Per Occurrence Limit		
Aggregate Limit		4
Deductible		
Waiver Of Subrogation For Written Contracts	Included	11
Water Damage Legal Liability		6
Other Insurance Covering Same Loss	Included	11
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### A. Expected or Intended Injury

Under **2. Exclusions of Section I - Coverages - Coverage A Bodily Injury and Property Damage Liability**, item **a. Expected Or Intended Injury** is deleted and replaced by the following:

"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.

#### B. Non-Owned Watercraft

Under **2. Exclusions of Section I - Coverages - Coverage A Bodily Injury and Property Damage Liability**, item **(2) of g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

A watercraft you do not own that is:

1. Less than 51 feet long; and
2. Not being used to carry persons or property for a charge;

#### C. Damage To Property - Borrowed Equipment

1. Under **2. Exclusions of Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability**, item **j. Damage To Property** is amended as follows:

Paragraphs **(3)** and **(4)** do not apply to "property damage" to borrowed equipment while such equipment is being used by an insured at a job site.

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

Subject to **5.** Above, the most we will pay for damages for "property damage" provided by this coverage in any one "occurrence" is the limit shown in this endorsement schedule. Our obligation to pay for a covered loss applies only to the amount of loss in excess of deductible shown in this endorsement schedule.

3. The following is added to **Section IV - Commercial General Liability Conditions** item **4.b.(1)**:

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

#### **D. Damage To Property - Elevators**

1. Under **2. Exclusions** of **Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability**, item **j. Damage To Property** is amended as follows:

Paragraphs **(3)** and **(4)** do not apply to the use of elevators.

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

Subject to **5.** Above, the most we will pay for damages for "property damage" provided by this coverage in any one "occurrence" is the limit shown in this endorsement schedule. Our obligation to pay for a covered loss applies only to the amount of loss in excess of deductible shown in this endorsement schedule.

3. The following is added to **Section IV - Commercial General Liability Conditions** item **4.b.(1)**:

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

#### **E. Damage To Premises Rented To You**

If Damage To Premises Rented To You under **Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability** is not otherwise excluded from this coverage part by a separate endorsement, the following changes apply:

1. The Paragraph immediately following Exclusion **2.j.(6)** of **Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability** is removed and replaced by the following:

Paragraphs **(1)**, **(3)**, and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, explosion, lightning, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system) to premises, including the contents of such premises, rented to you for a period of 10 or fewer consecutive days. A separate

Damage To Premises Rented To You Limits Of Insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

2. The last paragraph under **2.** of **Section I - Coverages - Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

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

3. With respect to coverage afforded under this section of the endorsement, Paragraph **6.** under **Section III - Limits Of Insurance** is deleted and replaced by the following:

Subject to Paragraph **5.** above, the most we will pay is the amount shown in the Declarations for Damage To Premises Rented To You Limit:

- a. For damages because of "property damage" to any one premises, while rented to you; or
- b. In case of damage by fire, lightning, explosion, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system, while rented to you or temporarily occupied by you with permission of the owner

4. With respect to coverage afforded under this section of the endorsement, condition **4.b.(1)(a)(ii)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

That is insurance for Fire, Explosion, Lightning, Smoke resulting from such Fire or Explosion, or Loss from Leakage From An Automatic Fire Protection System for premises rented to you or temporarily occupied by you with permission of the owner;

5. With respect to coverage afforded under this section of the endorsement, paragraph **9.a.** of the definition of "insured contract" under **Section V - Definitions** is deleted and replaced by the following:

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, explosion, lightning, smoke resulting from such fire or explosion, or leakage from an automatic fire protection system to premises while rented or temporarily occupied by you with permission of the owner is not an "insured contract";

#### **F. Care, Custody, Or Control**

**1. Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability** is revised to add the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to property of others in the insured's care, custody, or control or property as to which the insured is exercising physical control if the "property damage" arises out of insured's business operations.
- b. With respect to coverage provided by this section of the endorsement, **Exclusion 2.j. Damage To Property** under **Section I Coverages, Coverage A Bodily Injury and Property Damage Liability** is amended as follows:

Paragraphs (3), (4) and (5) are deleted.

- c. With respect to coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **Section I Coverages, Coverage A Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- (1) "Property damage" to property at any premises owned, rented, leased, operated or used by you;
- (2) "Property damage" to property while in transit;
- (3) The cost of repairing or replacing:
  - (a) "Your work" defectively or incorrectly done by you; or
  - (b) "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;
- (4) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;

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

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

Subject to 5. above, the Care, Custody, Or Control Occurrence Limit shown in the schedule of this endorsement is the most we will pay under Coverage A for "property damage" because of all loss arising out of any one "occurrence". The Care, Custody, Or Control Aggregate Limit shown in the schedule of this endorsement is the most we will pay for the sum of all damages because of "property damage" under this coverage in a policy period. Our obligation to pay for a covered loss applies only to the amount of loss in excess of Care, Custody, Or Control Deductible shown in this endorsement schedule.

**3. With respect to coverage afforded under this section of the endorsement, the following conditions are added to Section IV - Commercial General Liability Conditions:**

- a. This coverage is excess over any other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits Of Liability provided in this endorsement.
- b. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges.

#### **G. Voluntary Property Damage**

**1. Section I Coverages, Coverage A Bodily Injury and Property Damage Liability** is revised to add the following:

- a. 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.
- b. With respect to coverage provided by this section of the endorsement, **Exclusion 2.j. Damage To Property** under **Section I** is amended as follows:

Paragraphs (4) and (5) are deleted.

- c. With respect to coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- (1) "Property damage" to property which is owned, rented, leased, operated or used by you;
  - (2) "Property damage" to property while in transit;
  - (3) The cost of repairing or replacing:
    - (a) "Your work" defectively or incorrectly done by you; or
    - (b) "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;
  - (4) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;
  - (5) "Property damage" to property caused by or arising out of the "products-completed operations hazard".
2. The following paragraph is added to **Section III - Limits Of Insurance**:
- Subject to 5. above, the Voluntary Property Damage Occurrence Limit shown in the schedule of this endorsement is the most we will pay under Coverage A for "property damage" because of all loss arising out of any one "occurrence". The Voluntary Property Damage Aggregate Limit shown in the schedule of this endorsement is the most we will pay for the sum of all damages because of "property damage" under this coverage in a policy period. Our obligation to pay for a covered loss applies only to the amount of loss in excess of Voluntary Property Damage Deductible shown in this endorsement schedule.
3. With respect to coverage afforded under this section of the endorsement, the following conditions are added to **Section IV - Commercial General Liability Conditions**:

- a. This coverage is excess over any other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits Of Liability provided in this endorsement.

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

#### H. Electronic Data Liability

1. Under 2. Exclusions of **Section I - Coverages - Coverage A Bodily Injury and Property Damage Liability**, item p. Electronic Data is deleted and replaced by the following:

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

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

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

Subject to 5. above, Electronic Data Liability Limit shown in the schedule of this endorsement is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

3. With respect to coverage afforded under this section of the endorsement, the following definition is added to **Section V - Definitions**:

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

4. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in **Section V - Definitions** is deleted and replaced by:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that

property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

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

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

#### **I. Medical Payments**

- 1. Paragraph **1.a.(3)(b)** under **Section I - Coverages - Coverage C Medical Payments** is deleted and replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

- 2. Paragraph **7** under **Section III - Limits Of Insurance** is deleted and replaced by the following:

Subject to Paragraph **5.** above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expense Limit shown in the Declarations under Coverage C.

- 3. This coverage does not apply if Coverage C is excluded either by the provisions of the Coverage Part or by endorsement to the coverage part.

#### **J. Lost Key Coverage**

- 1. Exclusions **2.j.(3)** and **2.j.(4)** of **Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability** and Paragraph **2.a.(2)** of **Section II - Who Is An Insured** do not apply to the loss of keys by an insured or "employee", subject to the following:

- a. This coverage for loss of keys does not apply to misappropriation or any dishonest act on the part of any insured or "employee".

- b. This coverage for loss of keys applies only to:

- (1) The actual cost of the keys;

- (2) Adjustment of locks to accept new keys; and

- (3) The cost of new locks, including the cost of their installation.

- 2. Section **III - Limits Of Insurance** is amended to add the following:

Subject to **5.** above, the most we will pay under Coverage A for "property damage" because of loss of keys arising out of any one "occurrence" is the Lost Key Coverage Limit shown in the schedule of this endorsement.

#### **K. Water Damage Legal Liability**

**Section I Coverages** is revised to add the following:

- 1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The most we will pay for all "property damage" arising out of any one "occurrence" is the Water Damage Legal Liability Limit shown in the schedule of this endorsement.

- 2. Water Damage Legal Liability Coverage does not apply to:

- a. "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 that the insured would have in the absence of the contract or agreement.

- b. "Property damage" caused by or resulting from any of the following:

- (1) Wear and tear;

- (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- (3) Smog or smoke;

- (4) Settling, cracking, shrinking or expansion;

- (5) Insects, birds, rodents or other animals; or

- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

- c. "Property damage" caused directly or indirectly by any of the following:

- (1) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;
- (2) Volcanic eruption, explosion or effusion;
- (3) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (4) Mudslide or mudflow;
- (5) Water that backs up from a sewer or drain; or
- (6) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.
- d. "Property damage" caused by or resulting from any water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
  - (1) You make a reasonable effort to maintain heat in the building or structure; or
  - (2) You can drain the equipment and shut off the water supply if the heat is not maintained.
- e. "Property damage" to:
  - (1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - (2) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.
3. The Water Damage Legal Liability coverage is excess over any other valid and collectible property insurance, including any deductible, available to the insured whether primary, excess, contingent or on any other basis.

#### **L. Supplementary Payments**

1. Paragraph 1.b. under **Section I - Coverages, Coverage A Bodily Injury and Property**

**Damage Liability** is deleted and replaced by the following:

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.

2. Paragraph 1.d. under **Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

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.

#### **M. Broad Form Named Insured**

Paragraph 1.d. under **Section II - Who Is An Insured** is amended to include the following:

If you are an organization, other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage will qualify as an insured only if other valid and collectible insurance does not apply.

#### **N. Fellow Employee Coverage - Managers and Supervisors**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** does not apply to your supervisory or management "employees" for "bodily injury" only.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or payable to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

#### **O. Newly Acquired Organizations**

Paragraph 3.a. under **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### **P. Additional Insureds -**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization, described below in paragraphs (1)-(7), with whom you have agreed in writing in a contract or agreement to add such person or organization as an additional insured on your policy.



However, the insurance afforded to such additional insured described above:

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

Only the following types of persons or organizations are additional insureds under this endorsement:

**a. Additional Insured - Engineers, Architects, Or Surveyors - Not Engaged By The Named Insured**

Any architect, engineer or surveyor 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 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 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 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.

**b. Additional Insured - Lessor Of Leased Equipment**

Any person or organization 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 or organization.

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.

**c. Additional Insured - Managers Or Lessors Of Premises**

Any person or organization with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you as designated in the written contract or agreement 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 person or organization

**d. Additional Insured - Mortgagee, Assignee Or Receiver**

Any person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you as designated in the written contractor agreement.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**e. Additional Insured - Owners, Lessees Or Contractors - Ongoing Operations**

Any person or organization 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 the additional insured(s) at the locations specified in the contract or agreement.

This insurance does not apply 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 a part of the same project.

**f. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations**

Any state or governmental agency or subdivision, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- (2) This insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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

**g. Additional Insured - Broad Form Vendors**

Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance 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:

- (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:

- (i) The exceptions contained in Subparagraphs **d.** or **f.**; or

- (ii) 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.

- 2. 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:

- a. Required by the contract or 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.

#### **Q. Aggregate Limit Of Insurance - Per Location**

- 1. The General Aggregate Limit under **Section III - Limits Of Insurance** applies separately to each of your "locations" owned by or rented to you.
- 2. For the purpose of this coverage, the following definition is added to **Section V - Definitions**:

"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.

#### **R. Aggregate Limit Of Insurance - Per Project**

The General Aggregate Limit under **Section III - Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

#### **S. Knowledge Of Occurrence**

Condition **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit under **Section IV - Commercial General Liability Conditions** is amended by adding the following:

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.

#### **T. Primary Insurance - Additional Insureds By Written Contract**

If a written contract mandates the addition of the person or organization as additional insured and that your insurance coverage be primary for such additional insureds, Item a. Primary Insurance under Condition **4.** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following with respect to these additional insureds:

This insurance is primary over any similar insurance available to any person or organization that we have added to this policy as an additional insured to comply with insurance requirements of written contracts mandating primary coverage for such additional insureds relative to:

- 1. The performance of your ongoing operations for the additional insureds, or
- 2. "Your work" performed for the additional insureds and included in the "products-completed operations hazard".

However, this insurance is primary over any other similar insurance only if the additional insured is designated as a named insured of the other similar insurance. We will not require contribution of limits from the other similar insurance if the insurance afforded is primary.

#### **U. Unintentional Failure To Disclose**

Condition **6.**, Representations of **Section IV - Commercial General Liability Conditions** is amended to include the following:

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.

## **V. Waiver Of Subrogation For Written Contracts**

Condition 8. Transfer Of Rights Of Recovery Against Others To Us of **Section IV - Commercial General Liability Conditions** is amended to include the following:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under the contract with that person or organization.

## **W. Section IV - Commercial General Liability Conditions** is amended by the addition of the following conditions:

### **1. Liberalization Clause**

If we adopt a change in the Coverage Form, **CG 00 01**, which broadens coverage without an additional premium charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

### **2. Other Insurance Covering Same Loss**

If you have other insurance provided by another endorsement or this endorsement covering the same loss or damage, we will not pay more than the highest applicable limit of insurance.

## **X. Bodily Injury Definition - Mental Anguish, Mental Injury Or Humiliation**

The Definition of bodily injury under **Section V - Definitions** is deleted and replaced by the following:

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

## **Y. Mobile Equipment - Revised Definition**

Paragraph 12. Mobile Equipment under **Section V - Definitions** is amended to include the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL AUTO DIAMOND III ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER 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:****SCHEDULE****Hired Auto Physical Damage Coverage:**☐

\$50,000 Limit Does Not Apply.

**Rental Reimbursement Coverage:****Roadside Assistance Coverage:****A. Physical Damage For Temporary Substitute Auto**The following is added to Paragraph **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** under **Covered Autos**:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

The coverage that applies to the temporary substitute "auto" is the same as the coverage provided for "auto" being replaced.

**B. Who Is An Insured**The following are added to the **Who Is An Insured** provision under **Covered Autos Liability Coverage**:**1. Newly Formed Or Acquired Organizations**

Any organization you newly acquire or form after the effective date of this policy and which you maintain ownership or majority interest.

Coverage provided by this provision is subject to the following:

- a. Coverage is effective on the date of the acquisition or formation and expires in 180 days or the end of policy period, whichever occurs first;
- b. Coverage does not apply to any "bodily injury" or "property damage" which occurred before the date of the acquisition or formation of organization;
- c. Coverage does not apply to a newly formed or acquired organization which is a partnership, limited liability company or joint venture; and

- d. Coverage does not apply if there is any other valid and collectible automobile liability insurance or if the other automobile insurance is no longer valid by reason of termination or exhaustion of policy limits.

## 2. Subsidiaries As Insureds

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, the insurance afforded to this additional "insured", does not apply if the subsidiary:

- a. Is an "insured" under any other automobile liability policy; or
- b. Would have been an "insured" under another automobile liability policy except for either the termination of such policy or the exhaustion of the policy limits.

## 3. Employees As Insureds

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.

## 4. Additional Insured – Automatic Status

Any person(s) or organization(s) with whom 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. Such person(s) or organization(s) is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused by an "accident" that is, in whole or in part, caused by your acts or omissions and resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such "insured" described above:

- a. Only applies if the written contract or written agreement is signed and executed by you before the "bodily injury" or "property damage" occurs;
- b. Only applies to the extent permitted by law; and
- c. Will not be broader than the extent to which you are required by the written contract or written agreement to provide for such additional "insured".

A person's or organization's status as an additional "insured" under this provision ends when the written contract or written agreement is terminated.

## C. Supplementary Payments – Bail Bonds

The following replaces Paragraph (2) of **Coverage Extensions - Supplementary Payments** under **Covered Autos Liability Coverage**:

- (2) Up to \$4,000 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.

## D. Supplementary Payments – Loss Of Earnings

The following replaces Paragraph (4) of **Coverage Extensions - Supplementary Payments** under **Covered Autos Liability Coverage**:

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

## E. Fellow Employee Coverage

The following is added to the Fellow Employee Exclusion contained under **Covered Autos Liability Coverage**:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

## F. Transportation Expenses

Paragraph 4.a. **Transportation Expenses – Coverage Extension** provision under **Physical Damage Coverage** is replaced by the following:

### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$2,000 for temporary transportation expenses incurred by you because of the total theft of a covered "auto" of the "private passenger type" or "light truck/van 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 temporary 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".

## **G. Additional Physical Damage Coverage Extensions**

The following coverages are added to the **Coverage Extensions** under **Physical Damage Coverage**:

### **1. Customized Furnishings**

We will extend Physical Damage Coverage on a covered "auto" to a "loss" to custom furnishings including, but not limited to special carpeting, height-extending roofs, and custom murals, paintings or other decals or graphics. We will pay, the lesser of the following amounts:

- a. Actual cash value of the damaged or stolen property;
- b. Amount necessary to repair or replace the property; or
- c. \$500.

### **2. Extra Expenses For Stolen Auto**

In event of a theft of a covered "auto", if you carry Comprehensive or Specified Causes Of Loss Coverage for that "auto", we will pay up to \$5,000 for reasonable and necessary expenses incurred in order to return the covered "auto" to you.

### **3. Fire Department Charge**

When the fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered "loss", we will pay up to \$1,000 for your liability for fire department services charges:

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

No deductible applies to this coverage.

### **4. Fire Extinguisher Recharge**

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

## **5. Personal Effects**

We will extend physical damage coverage on a covered "auto" to include up to \$1,000 for your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

No deductible applies to this coverage.

## **H. Additional Physical Damage Coverage**

**Physical Damage Coverage** is amended by the addition of the following coverages:

### **1. Auto Loan/Lease Gap Coverage**

In the event of a total "loss" to a covered "auto", to which a loss payee applies under this policy, we will pay any unpaid amount due on the lease or loan, less:

- a. The amount paid under the policy's Physical Damage Coverage; 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.

However, this coverage only applies:

- a. To covered "autos" loaned or leased for a period of six months or longer;
- b. To a "loss" which is also covered under this policy for Comprehensive, Specified Causes Of Loss, or Collision Coverage; and
- c. If covered "auto" is not subject to any other Loan/Lease Gap or similar coverage.

## 2. Hired Auto Physical Damage Coverage

If Liability Coverage is provided for Hired "Autos" and if Comprehensive or Specified Causes Of Loss Coverage is provided under this Coverage Form for any owned "auto" then Physical Damage Coverage is extended to "autos" you hire, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto", is the lesser of the following amounts minus a deductible:

- (a) \$50,000
- (b) the actual cash value of the "auto" at the time of loss"; or
- (c) the cost to repair or replace, such "auto" at the time of the loss,

Option (a) above does not apply, if the \$50,000 Limit Does Not Apply option is checked in the above Schedule.

- (2) We will provide coverage for Comprehensive or Specified Causes Of Loss Coverage equal to the broadest coverage applicable to any owned covered "auto" under this policy.

- (3) Deductible

- (a) The deductible for Comprehensive or Specified Causes Of Loss Coverage will be equal to the largest deductible applicable to any owned covered "auto" for the applicable coverage.

- (b) The Collision Coverage deductible will be equal to the largest deductible applicable to any owned covered "auto" for Collision Coverage. If Collision Coverage is not provided on any owned covered "auto", then the highest of the following will apply:

- (i) The Hired Auto Comprehensive or Specified Causes Of Loss Coverage deductible; or

- (ii) \$500.

- (4) This coverage is excess over any other collectible insurance.

- (5) The coverage provided under this provision does not apply to:

- (a) Any "auto" that is leased, hired, rented or borrowed with a driver;

- (b) Any "auto" you borrow or rent from your partners or "employees" or their family members; or

- (c) Any farm equipment or "mobile equipment".

### I. Accidental Airbag Discharge Coverage

The following is added to **Exclusion 3.a.** under **Physical Damage Coverage** in the Business Auto Form and to the **Exclusion 4.a.** under **Physical Damage Coverage** in the Motor Carrier Form:

However, the exclusion for mechanical and electronic breakdown does not apply to the accidental discharge of an airbag of a covered "auto", which is owned by you. This coverage is excess over any other collectible insurance or warranty.

### J. Electronic Equipment

**Physical Damage Coverage** is amended as follows:

The sublimit for electronic equipment in Paragraph **C.1.b.** of the **Limits Of Insurance** provision is amended to \$5,000 per "loss".

### K. New Vehicle Replacement Cost

The following is added to Paragraph **C. Limits Of Insurance** under **Physical Damage Coverage**:

In the event of a total "loss" to your new covered "auto" of the "private passenger type" or "light truck/van type" to which this coverage applies, we will pay at your option:

1. The verifiable new vehicle purchase price you paid for your covered "auto", not including any insurance or warranties;
2. The purchase price, as negotiated by us, of any new vehicle of the same make, model, and equipment, or similar model available; or
3. The market value of your covered "auto".

The above options do not include the following:

1. Initiation or set up costs associated with a loan or lease; and
2. The value of any furnishings, parts or equipment not installed by the manufacturer or their dealerships, except what is provided under the **Customized Furnishings** extension and the **Electronic Equipment** extension.

This coverage only applies to a covered "auto" which you are the original owner, where the "auto" has not been previously titled, and was purchased by you less than 365 days prior to the "loss".



## **L. Physical Damage Deductible Changes**

The following is added to Paragraph **D. Deductible** under **Physical Damage Coverage**:

### **1. Glass Repair – Waiver Of Deductible**

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" resulting from glass breakage if the glass is repaired rather than replaced on a covered "auto".

### **2. Two Or More Deductibles**

For a "loss" involving two or more covered "autos" from one "accident", we will apply one deductible to the total "loss" for all covered "autos". The deductible applicable is the highest deductible on the covered "autos" involved in that "accident".

However, this provision only applies if Comprehensive, Specified Causes Of Loss or Collision Coverage is provided on this policy for those covered "autos". This provision will not provide coverage for any covered "auto" for which you did not carry such coverage.

## **M. Drive Other Car Coverage**

### **1. Changes In Covered Autos Liability Coverage**

- a. Any "auto" you don't own, hire or borrow is a covered "auto" while being used by:
  - (1) You, if the Named Insured is designated in the Declarations as an individual;
  - (2) Your partners or members, if the Named Insured is designated in the Declarations as a partnership or joint venture;
  - (3) Your members or managers, if the Named Insured is designated as a limited liability company;
  - (4) Your executive officers, if the Named Insured is designated as an organization other than an individual, partnership, joint venture or limited liability company; and
  - (5) Any spouse, while a resident of the same household, of any person described above.

However, this coverage does not apply to:

- (1) Any "auto" owned by that individual or by any member of his or her household.
- (2) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

- b. The most we pay for the total of all damages under **Covered Autos Liability Coverage** is the **Limit Of Insurance** shown in the Declarations as applicable to owned "autos".

### **2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages**

- a. The following is added to **Who Is An Insured**:

Any individual described in **M.1.** above and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

- b. The most we pay for the total of all damages under Auto Medical Payments Coverage, Uninsured Motorists Coverage, and Underinsured Motorists Coverage is the **Limit Of Insurance** shown in the Declarations as applicable to owned "autos".

### **3. Changes In Physical Damage Coverage**

- a. 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 individual described in **M.1.** above except:
  - (1) Any "auto" owned by that individual or by any member of his or her household.
  - (2) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

- b. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a deductible equal to the largest deductible applicable to any owned covered "auto" of a "private passenger type" for the applicable coverage.

If there are no owned "autos" of the "private passenger type", the deductible shall be \$250 for Comprehensive Coverage and \$500 for Collision Coverage.

#### 4. Additional Definition For Driver Other Car Coverage

As used in this coverage:

"Family member" means a person related to the individual described in **M.1.** above by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

#### N. Knowledge Of Accident, Claim, Suit Or Loss

The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is changed by the addition of the following:

Knowledge of an "accident", claim, "suit" or "loss" by an agent or "employee" of any "insured" shall not in itself constitute knowledge by the "insured" unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of "accidents", claims, "suits" or "loss" shall have received such notice from the agent or "employees".

#### O. Waiver Of Subrogation By Contract Or Agreement

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by the addition of the following:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of the use of a covered "auto", which occurs while under contract with that person or organization. The waiver only applies to a person or organization with whom you have a written contract or written agreement requiring you to waive the right of recovery under this policy. The written contract or written agreement must have been signed and executed by you prior to the "accident" causing "bodily injury" or "property damage".

#### P. Unintentional Failure To Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition under the **General Conditions**:

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

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

#### Q. Liberalization

The following condition applies to this endorsement:

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

#### R. Mental Anguish Resulting From Bodily Injury

Paragraph **C.** "Bodily Injury" under the **Definitions** is deleted in its entirety and replaced by the following:

- C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death sustained by the same person that results from any of those. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

#### S. Additional Definitions

1. As used in this endorsement attached to the Business Auto Coverage Form and the Motor Carrier Coverage Form:

"Light Truck/Van Type" means a truck or a van with a gross vehicle weight of 10,000 pounds or less, which is used for business purposes.

2. As used in this endorsement attached to the Business Auto Coverage Form only:

"Private Passenger Type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.