

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY DECLARATION

In addition to words and phrases contained in the III. Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph VII. **DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to the coverage provided by this endorsement. However, the coverage expansions provided throughout this endorsement do not apply if coverage is excluded either by the provisions of the Coverage Part or by endorsement.

I. COVERAGE A (Bodily Injury and Property Damage)

A. Non-Owned Watercraft

Paragraph 2.g.(2)(a) of Section I - Coverage A is replaced with the following:

(a) Less than 51 feet long; and

B. Property Damage Extension

The following is added to Exclusion j.:

1. Borrowed Equipment

Paragraph (3) and (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

2. Elevators

The following is added to Exclusion j.:

Paragraph (3) and (4) of this exclusion does not apply to "property damage" arising from the use of elevators.

II. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

In the Supplementary Payments - Coverages A And B:

A. The limit for the cost of bail bonds is increased from \$250 to \$1,000; and

B. The limit for loss of earnings is increased from \$100 a day to \$500 a day.

WHO IS AN INSURED

A. Paragraph 2. under Section II is expanded to include the following:

1. Additional Insured by Contract, Agreement or Permit

Any person(s) or organization(s) is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person(s) or organization(s) be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such a person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to herein as vendor) 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, unless unpacked solely for the purpose of inspection, demonstration, testing, or 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.
- (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 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 of sale of the products.

- (2) 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.

b. Lessors of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but 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).
- (2) 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. Lessors of Land or Premises

Any person(s) or organization(s) from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you; and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

- (1) Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations

- (2) 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 by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or governmental agency or subdivision or political subdivision but 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.

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person(s) or organization(s) who is not an insured under Paragraph **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if:

- (a) The written contract or agreement requires you to provide such coverage to additional insureds; and

- (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this coverage does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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.

The limit of insurance that apply to additional insureds under this extension is described in **Section III** - Limits of Insurance.

How this Insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV** - Commercial General Liability Conditions.

2. Subsidiaries

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Formed Or Acquired Organizations

In Paragraph 3.a. of **Section II** - Who Is An Insured, is increased from 90th day to 180th day.

However, this expansion does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Coverage Part or by endorsement.

IV. LIMITS OF INSURANCE

A. Damage to Premises Rented To You

Paragraph 6. of **Section III** - Limits Of Insurance is replaced with 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, while rented to you or temporarily occupied by you with permission of the owner.

The most we will pay in any one "occurrence" is the higher of the following:

- (a) \$300,000; or
- (b) The amount shown in the Declarations for Damages to Premises Rented to You Limit.

B. Medical Payments

Paragraph 7. of **Section III** - Limits Of Insurance is replaced with the following:

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

The most we will pay because for "bodily injury" sustained by any one person is the higher of the following:

- (a) \$10,000; or
- (b) The amount shown in the Declarations for Medical Expense Limit.

V. SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS

The following items are amended:

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

The following items are added to Paragraph 2. of **Section IV** - Commercial General Liability Conditions:

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

B. Other Insurance

The following items are added to Paragraph 4.b. of **Section IV** - Commercial General Liability Conditions:

(5) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of **Section I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(b) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(c) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

i. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

ii. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

C. Representations

Paragraph **6.** of **Section IV** - Commercial General Liability Conditions is replaced with the following:

a. When You Accept This Policy

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and
- (3)** We have issued this policy in reliance upon your representations.

b. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, you must report such error or omission to us as soon as practicable after its discovery.

D. Transfer Of Rights Of Recovery Against Others To Us

Paragraph **8.** of **Section IV** - Commercial General Liability Conditions is replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "occurrence" or "suit", provided that the "occurrence" or "suit" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

VI. DEFINITIONS

A. Amended Definitions

1. Advertisement

The following is added to the definition of "advertisement":

However, "advertisement" does not include:

The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

An interactive conversation between or among persons through a computer network.

2. Coverage Territory

Final paragraph in the definition of "coverage territory" is replaced by the following:

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

3. Insured Contract

- (1) Paragraph **a.** in the definition of "insured contract" is 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 to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in **Section III- Limits of Insurance**;

- (2) The first paragraph of Paragraph **f.** in the definition of "insured contract" is replaced by the following:

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

4. Mobile Equipment

Paragraph **f.(1)** in the definition of "mobile equipment" is replaced by the following:

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

5. Personal and Advertising Injury

Paragraph **f.** in the definition of "personal and advertising injury" is replaced by the following:

- f.** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

B. Added Definitions

"Advertising idea" means any idea for an "advertisement".