



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/5/2019

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).

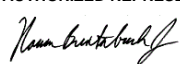
<b>PRODUCER</b> License # 2060346 <b>Hub International Mid Atlantic</b> 3290 North Ridge Road, Suite 300 Ellicott City, MD 21043	<b>CONTACT NAME:</b> Brianna Myrick <b>PHONE (A/C, No, Ext):</b> (443) 574-0466 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> bree.myrick@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  <b>Encon Corporation</b> 4317 Baltimore Avenue Bladensburg, MD 20710	<b>INSURER A :</b> State Auto Mutual <b>NAIC #</b> 25135
	<b>INSURER B :</b> Builders Mutual Insurance Company <b>10844</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 checked="" type="checkbox"/> LOC OTHER:			PBP2863756	4/5/2019	4/5/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP0031717	4/5/2019	4/5/2020	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PBP2863756	4/5/2019	4/5/2020	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	WCP1064850	4/5/2019	4/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	<b>Installation Floater</b>			PBP2863756	4/5/2019	4/5/2020	<b>Limit</b>	<b>100,000</b>
A	<b>Installation Floater</b>			PBP2863756	4/5/2019	4/5/2020	<b>Deductible</b>	<b>500</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: City of Annapolis, AFB 19-10 Construction Services - Eastport Fire Station Addition/Renovation**  
 The City of Annapolis MD, its elected officials, appointees, directors, employees, agents, contractors, representatives, and the Engineer and its representatives are included as Additional Insured under the General, Auto, and Umbrella Liability if required by written contract with respect to operations of the Named Insured. Waiver of Subrogation is included under the General Liability, Auto Liability, and Workers Compensation in favor of the Additional Insureds if required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Annapolis Central Purchasing 161 Duke of Gloucester Street Annapolis, MD 21401	<b>CANCELLATION</b>  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.**

## **CONTRACTORS PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CONTENTS:**

- A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED**
- B. CONSTRUCTION PROJECT/"LOCATION" GENERAL AGGREGATE**
- C. LIMITED COVERAGE - DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS**
- D. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENTS**
- E. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS**
- F. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENTS**
- G. "MOBILE EQUIPMENT" REDEFINED**
- H. ALIENATED PREMISES AMENDMENT**
- I. CONTRACT PENALTY REIMBURSEMENT**
- J. COORDINATING COVERAGE**

**A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED**

1. Subject to the provisions of Section I - Coverage A - Bodily Injury And Property Damage Liability, we will pay for "loss" to property belonging to others, including all resulting loss of use of the property, while that property is in the care, custody or control of, or over which physical control is being exercised for any purpose by, the insured and such "loss" arises out of your business operations to which this policy applies.
2. Additional Exclusions  
The following is added to paragraph 2. Exclusions, of Section I - Coverage A. Bodily Injury and Property Damage Liability:  
This insurance does not apply to "loss" to property:
  - (1) held by the insured for sale or entrusted to the insured for storage or safekeeping;
  - (2) owned or occupied by, rented or leased to, or loaned to any insured;
  - (3) included in the "products - completed operations hazard"; or
  - (4) arising from errors or mistakes in design plans or specifications committed by or on behalf of the insured.
3. Limits of Insurance
  - a. The most we will pay for "loss", including all resulting loss of use of that property is:
    - (1) \$2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of \$10,000; or
    - (2) The amount shown in the Declarations, if greater than (1) above, for Voluntary Property Damage And/Or Property Of Others In The Care, Custody, And Control Of The Insured.
  - b. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
4. Deductible
  - a. We are not obligated to pay any "loss" until such "loss" exceeds a \$250 deductible. 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 property belonging to others as the result of any one "occurrence".
  - b. We may pay any part or the entire 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.
  - c. The terms of this insurance, including those with respect to:
    - (1) our right and duty to defend any "suits" seeking those damages; and
    - (2) your duties in the event of an "occurrence", claim or suit:apply irrespective of the application of the deductible amounts.
5. Excess Insurance  
This insurance is excess over any other collectible insurance available to the insured.

6. Additional Definition

The following is added to Section V - Definitions:

a. "Loss" means unintentional damage or destruction, but does not include disappearance or abstraction.

**B. CONSTRUCTION PROJECT/"LOCATION" GENERAL AGGREGATE**

1. For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed:
    - (i) only to ongoing operations at a single construction project away from premises owned or rented to you or;
    - (ii) to a single "location" owned or rented to you:
    - a. A separate Construction Project/"Location" General Aggregate Limit applies to each construction project or covered location, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
    - b. The Construction Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
      - (1) Insureds;
      - (2) Claims made or "suits" brought; or
      - (3) Persons or organizations making claims or bringing "suits".
    - c. Any payments made under **Section I - Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Construction Project/"Location" General Aggregate Limit for that construction project or covered location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" General Aggregate Limit for any other construction project or covered location.
    - d. 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/"Location" General Aggregate Limit.
  2. For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single construction project or only to operations at a single "location":
    - a. 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
    - b. Such payments shall not reduce any Construction Project/"Location" General Aggregate Limit.
  3. 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/"Location" General Aggregate Limit.
  4. 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.
  5. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
  6. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.
- C. LIMITED COVERAGE - DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS**
- If endorsement **CG 22 94 Exclusion - Damage To Work Performed By Subcontractors On Your Behalf** amends this policy, the following applies:
1. Paragraph **1.a.** Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability is amended to include the following:
    - a. We will pay for "property damage" to "your work" which you become legally obligated to pay, but only if:
      - (1) The damaged work or the work out of which the damage arises was performed on your behalf by your subcontractor(s) that is not a named insured;
      - (2) Such "property damage" is included within the "products-completed operations hazard";

- (3) Such "property damage" consists of physical injury to tangible property; and,  
(4) Such "property damage" was not a result of wanton, willful or intentional misconduct.
2. Additional Exclusions
- a. The following is added to paragraph 2. **Exclusions**, subparagraph **I. Damage To Your Work** of Section **I - Coverage A - Bodily Injury And Property Damage Liability** as amended by endorsement **CG 22 94 - Exclusion - Damage To Work Performed By Contractors On Your Behalf** when attached to this policy.  
This exclusion does not apply in "property damage" to which paragraph **C. 1.** of this endorsement applies.
- b. The following is added to paragraph **2., Exclusions**, of **Section I - Coverage A. - Bodily Injury and Property Damage Liability**:  
This insurance does not apply to "loss" to property:  
(1) held by the insured for sale or entrusted to the insured for safekeeping;  
(2) owned or occupied by, rented or leased to, or loaned to any insured; or  
(3) arising from errors or mistakes in design plans or specifications committed by or on behalf of the insured.
3. Limits of Insurance
- a. The following is added to **Section III - Limits of Insurance**
- (1) Subject to paragraph 3. of this section for all payments under the "products-completed operations hazard" for this policy, the most we will pay for "property damage" to "your work", including all resulting loss of use of that property is as follows, unless higher limits of insurance are specified in the Declarations:  
(a) \$2,500 for each subcontractor that performed the work out of which the damage arose, subject to  
(b) \$10,000 as a result of any one "occurrence", and  
(c) \$25,000 aggregate limit for the sum of all occurrences during the policy period.
- (2) The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- (3) Subject to the limitations for payment of this coverage under paragraph **3.a.(1)** above, all payments for this coverage combined with all other claims and payments under the "products-completed operations hazard" will be limited to the Products-Completed Operations Aggregate specified in the Declarations.
4. Deductible
- a. We will not be obligated to pay any "loss" until such "loss" exceeds a \$250 deductible, or higher deductible amount specified in the Declarations. 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 "property damage" to "your work", as the result of any one "occurrence", if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
- b. We may pay any part or the entire 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.
- c. The terms of this insurance, including those with respect to:  
(1) our right and duty to defend any "suits" seeking those damages; and  
(2) your duties in the event of an "occurrence", claim or suit:  
apply irrespective of the application of the deductible amounts.
5. Excess Insurance
- a. For the purpose of the coverage under paragraph **C.** of this endorsement, paragraph **5. Other Insurance, b. Excess Insurance** of **Section IV - Commercial General Liability Conditions** is amended to include the following:  
(this insurance is excess over):  
(1) Any other insurance:  
(a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and  
(b) Provided the insured is covered by such other insurance for "property damage" to which this endorsement applies.

This coverage does not apply if this policy is not amended by **CG 22 94 Exclusion - Damage To Work Performed By Subcontractors On Your Behalf**

#### **D. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENTS**

1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
2. **Section II - Who Is An Insured** is amended to include any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to:
  - a. 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.  
A person or organization's status as an additional insured for ongoing operations ends when your operations for that additional insured are completed.
  - b. Liability for "bodily injury" or "property damage" caused in whole or in part, by "your work" at the location designated and described in the written contract or written agreement with that additional insured and included within the "products-completed operations hazard".
3. With respect to the insurance afforded to the additional insured described above, the following additional exclusions or limitations apply:
  - a. The insurance applies only to the extent permitted by law;
  - b. This insurance does not apply to "bodily injury" or "property damage" caused by your ongoing operations, or "your work" included in the "products-completed operations hazard", unless you are required to provide such coverage for the additional insured by a written contract or written agreement. The contract or agreement must be in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. Coverage for the additional insured is provided only for the lesser of: **(i)** the period of time required by such contract or agreement; or **(ii)** the end of the policy period.
  - c. 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 engineering, architectural or surveying services by you or others on your behalf, including:
    - (1) The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
    - (2) Supervisor or inspection activities performed as part of any related architectural or engineering activities.However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.  
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
  - d. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or defects in design furnished by, the additional insured or its "employees".
  - e. This insurance does not apply to "bodily injury" or "property damage":
    - (1) Occurring after 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) Once the location designated and described in the written contract or written agreement 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, except to the extent a written contract or written agreement requires coverage to be provided for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- f. With respect to any person or organization added as an additional insured by this endorsement, the definition of "insured contract" under **Section V - Definitions** is amended as follows:
- (1) Paragraph 9.f. does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such contractual assumption of liability is specifically required by a written contract or written agreement.
  - (2) Under paragraph 9.f. any such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law.
- g. The insurance as provided in this endorsement does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor, project manager or owner of a construction project in which you are involved.
- h. This insurance will not be broader than that which you are required by a contract or agreement to provide for such additional insured.
4. With respect to the insurance afforded to the additional insured 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 you have entered into with the additional insured; or
  - b. Available under the applicable Limit of Insurance shown in the Declarations, whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the coverage provided under this endorsement to an additional insured, the following is added to paragraph 4.a., **Other Insurance**, of **Section IV - Commercial General Liability Conditions**:  
However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that
- (1) The person or organization is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
6. As a condition of coverage, each additional insured must:
- a. Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".
  - b. Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
  - c. Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured under any applicable policy definition. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested, demanded, or targeted tender that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
  - d. Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.
- E. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS**
1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
  2. **Section II - Who Is An Insured** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:
    - a. 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 which the permit was issued; and
    - b. Permits:
      - (1) Currently in effect or becoming effective during the term of this policy; and
      - (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".

However:

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

A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.

3. With respect to the insurance afforded to the additional insured described in **E. 2.** above, 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".

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

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

- 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.

#### **F. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENTS**

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

2. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an 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 or organization.

However, the insurance afforded to such additional insured:

- 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 provided 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.

3. 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.

4. With respect to the insured 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 you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declaration, whichever is less.

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

#### **G. "MOBILE EQUIPMENT" REDEFINED**

1. Section **V - DEFINITIONS** is amended as follows:

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

#### **H. ALIENATED PREMISES AMENDMENT**

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

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

**I. CONTRACT PENALTY REIMBURSEMENT**

1. Subject to the provisions of Section I - Coverage A - Bodily Injury And Property Damage Liability, we will pay up to 50% of the contractual penalties you are required to pay to your customers as a result of a written contract or agreement for failure to timely deliver your product according to the contract terms due to "bodily injury" or "property damage" which arises out of your business operations to which this policy applies.
2. The most we will pay under the coverage is \$10,000 in any one policy year.

**J. COORDINATING COVERAGE**

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS (INCLUDING COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A.** The words "you" and "your" as used in this endorsement refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
- B. Section II - Who Is An Insured** is amended to include any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to:
- 1.** 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 ongoing operations for the additional insured.  
A person's or organization's status as an additional insured for ongoing operations ends when your operations for that additional insured are completed.
  - 2.** Liability for "bodily injury" or "property damage" caused in whole or in part, by "your work" at the location designated and described in the written contract or written agreement with that additional insured and included within the "products-completed operations hazard".
  - 3.** With respect to the insurance afforded to the additional insured described above, the following additional exclusions or limitations apply:
    - a.** The insurance applies only to the extent permitted by law;
    - b.** This insurance does not apply to "bodily injury" or "property damage" caused by your ongoing operations, or "your work" included in the "products-completed operations hazard", unless you are required to provide such coverage for the additional insured by a written contract or written agreement. The contract or agreement must be in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought. Coverage for the additional insured is provided only for the lesser of: **(i)** the period of time required by such contract or agreement; or **(ii)** the end of the policy period.
    - c.** 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 engineering, architectural or surveying services by you or others on your behalf, including:
      - (1)** The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
      - (2)** Supervisor or inspection activities performed as part of any related architectural or engineering activities.However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.  
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
  - d.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or defects in design provided by, the additional insured or its "employees".

- e. This insurance does not apply to "bodily injury" or "property damage":
- (1) Occurring after 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) Once the location designated and described in the written contract or written agreement 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, except to the extent a written contract or written agreement requires coverage to be provided for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. With respect to any person or organization added as an additional insured by this endorsement, the definition of "insured contract" under **Section V - Definitions** is amended as follows:
- (1) Paragraph 9.f. does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such contractual assumption of liability is specifically required by a written contract or written agreement.
  - (2) Under paragraph 9.f. any such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law.
- g. The insurance as provided in this endorsement does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor, project manager or owner of a construction project in which you are involved.
4. With respect to the insurance afforded to the additional insured 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 you have entered into with the additional insured; or
  - b. Available under the applicable Limit of Insurance shown in the Declarations, whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
5. With respect to the coverage provided under this endorsement to an additional insured, the following is added to paragraph 4.a., **Other Insurance, of Section IV - Commercial General Liability Conditions**:  
However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of this endorsement provided that
- (1) The person or organization is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
6. As a condition of coverage, each additional insured must:
- a. Give us prompt written notice of any "occurrence" or offense which may result in a claim and prompt written notice of "suit".
  - b. Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit," and otherwise comply with policy conditions.
  - c. Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured under any applicable policy definition. For purposes of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested, demanded, or targeted tender that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
  - d. Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

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

## **AUTO ENHANCEMENT ENDORSEMENT**

### **SUMMARY OF COVERAGE AND INDEX**

This is a summary of the various coverages provided by this form. No coverage is provided by this summary. This endorsement is subject to the provisions of your policy, which means that it is subject to all limitations and conditions applicable to the coverage forms attached to this policy unless specifically deleted, replaced, or modified herein.

<b>A. Blanket Additional Insureds</b>	Included
<b>B. Employee Hired Auto:</b>	
Liability	Included
Physical Damage	Included
<b>C. Limited Liability Company As An Insured</b>	Included
<b>D. Newly Acquired Or Formed Entities:</b>	Included
<b>E. Supplementary Payments:</b>	
Bail Bonds	\$3,000
Reasonable Expenses Due to Our Request	\$500 Per Day
<b>F. Hired Autos Physical Damage:</b>	Lesser of \$50,000 or ACV
Loss of Use	\$75 Per Day/ \$750 Per Loss
<b>G. Towing And Labor</b>	
Private Passenger Types / "Light Trucks"	\$75 Per Disablement / \$300 Total
Other Than Private Passenger Types / "Light Trucks"	\$150 Per Disablement / \$300 Total
<b>H. Personal Effects</b>	\$500
<b>I. Transportation Expenses – All Vehicle Types</b>	
Temporary Transportation	\$75 Per Occurrence / \$750 Total
Return of Stolen Auto	\$5,000
<b>J. Rental Reimbursement – Private Passenger Type / "Light Truck"</b>	\$75 Per Day / \$750 Per Occurrence
<b>K. Electronic Equipment</b>	Included
<b>L. Loan / Lease Gap Coverage</b>	Included
<b>M. Glass Repair</b>	Comprehensive Deductible Waived
<b>N. Waiver Of Subrogation</b>	Included
<b>O. Unintentional Omissions</b>	Included

**This endorsement modifies insurance provided under the following:**

**A. BLANKET ADDITIONAL INSUREDS**

Under **Section II – LIABILITY COVERAGE A. Coverage 1. Who Is An Insured** is amended to include as an additional “insured”:

Any person or organization with who is required under a written contract with you to be included as an “insured” under this policy, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

This coverage shall be primary and not contributory with respect to the person or organization included as an “insured” under this section. Any other insurance that person or organization has shall be excess and not contributory with respect to this insurance, only if it is required in the written contract, permit, or agreement identified in this section and is allowed by law.

**B. EMPLOYEE HIRED AUTO**

The following is added to **Section II – LIABILITY COVERAGE A. Coverage 1. Who Is An Insured:**

- e. An “employee” of yours is an “insured” while operating a covered “auto” hired or rented under an agreement or contract in that “employee’s” name, with your permission, only when performing duties related to the conduct of your business.

**Section IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance,**

b. is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent, or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name provided your permission has been given and the “employee” is performing duties related to the conduct of your business.

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

**C. LIMITED LIABILITY COMPANY AS AN INSURED**

The following is added to **Section II – LIABILITY COVERAGE A. Coverage 1. Who Is An Insured:**

- f. If your business is structured as a Limited Liability Company, you are an insured for any covered “auto”. The section Who Is An Insured that applies to anyone else using a covered “auto” you own, hire, or borrow also applies to Limited Liability Companies. The members and managers of the Limited Liability Company are also “insureds” while using a covered “auto” you do not own, hire, or borrow, but only during the course of their employment duties for you. However, members and managers are not an “insured” for any covered “autos” owned by them or members of their household.

**D. NEWLY ACQUIRED OR FORMED ENTITIES**

The following is added to **Section II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured:**

- g.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, “insured” does not include any organization that:
1. Is a partnership or joint venture; or
  2. Is an insured under any other automobile policy; or
  3. Has exhausted its Limit Of Insurance under any other automobile policy.

Paragraph **g.2.** of this provision does not apply to a policy written to apply specifically in excess of this policy.

This automatic coverage is afforded for only 180 days from the date of acquisition or formation.

However, coverage under this provision does not apply if there is similar insurance or a self-insured retention plan available to that organization.

**E. SUPPLEMENTARY PAYMENTS**

**Section II – LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4)** are deleted and replaced by the following”

- (2) Up to \$3,000 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 the actual loss of earnings up to \$500 per day because of time off from work.

**F. HIRED “AUTOS” – PHYSICAL DAMAGE COVERAGE**

The following is added to **Section III – PHYSICAL DAMAGE OVERAGE, A. Coverage,1.:**

**d. Hired Autos**

You may extend the Comprehensive, Specified Causes Of Loss and Collision Coverages provided on your owned “autos” to any “auto” you rent, hire, lease, or borrow from someone other than your employees, partners, or members of their respective households. Any “auto” you rent, hire, lease, or borrow is deemed to be a covered “auto” you own. Any “auto” that is rented, hired, leased, or borrowed, with a driver, is not a covered “auto”.

- (1) This extension only applies to “autos” you rent, hire, lease, or borrow for less than 30 consecutive days.
- (2) The most payable for an individual “loss” is the lesser of \$50,000, the actual cash value of the “auto”, or the cost to repair or replace the “auto” less the deductible as determined below:
  - a. The deductible shall be the same as the amount of the highest deductible for any owned “auto” of the same classification for that coverage. In the event there is no owned “auto” on the policy of the same classification, the highest deductible of any owned “auto” will apply for the particular coverage
  - b. No deductible will apply to a “loss” caused by fire or lightning.
- (3) Coverage under this extension will:
  - a. Be excess over any other collectible insurance you have;
  - b. Pay in addition to the limit in (2). above, up to \$75 per day and no more than \$750 per loss for:
    1. Any costs or fees associated with the “loss” to a hired “auto”; and

2. Loss of use, provided it is the consequence of an "accident" for which you are legally liable and which results in a monetary loss to the leasing or rental concern.

## G. TOWING AND LABOR

**Section III – PHYSICAL DAMAGE COVERAGE, 2. Towing**, is replaced by the following:

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 or "light truck" is disabled:

- a. For vehicles classified and rated as private passenger types or "light trucks", we will pay up to \$75 per disablement.
- b. For vehicles classified as other than private passenger type or "light truck" we will pay up to \$150 per disablement.
- c. The most we will pay during the policy period is \$300 in total, regardless of the number of disablements or the types of vehicles involved

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

**Section V – DEFINITIONS** is changed by the addition of the following:

- Q.** "light truck" means a truck with a gross vehicle weight (GVW) of 10,000 pounds or less.
1. If registered in North Carolina, the gross vehicle weight (GVW) must be 14,000 pounds or less.

## H. PERSONAL EFFECTS

**Section III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is changed to add the following:

- c. If Comprehensive or Specified Causes Of Loss Coverage is provided for a covered "auto" you own under this

coverage form and that covered "auto" is stolen, we will pay up to \$500, without application of the deductible for the personal effects stolen from that covered "auto". This does not include money, jewelry, securities, or tools. This coverage is excess over any other valid and collectible insurance.

## I. BROADENED TRANSPORTATION EXPENSES – ALL VEHICLE TYPES

**Section III – Physical Damage Coverages, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced in its entirety as follows:

### a. Transportation Expenses

We will pay up to \$75 per day and no more than \$750 per occurrence for Broadened Transportation Expenses for temporary transportation expenses incurred by you because of the theft of a covered "auto" of any type. We will pay only for those covered "autos" for which you carry either Comprehensive, Specified Causes Of Loss, or Collision Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 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".

Additionally, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay for returning a stolen covered "auto" under this coverage extension is \$5,000

## J. RENTAL REIMBURSEMENT

**Section III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

5. We will pay for rental reimbursement expenses incurred by you up to the limits shown below for the rental of an "auto" because of a "loss", other than total theft, to a covered "auto" classified as a private passenger type or "light truck".

- a. For which you carry either

Comprehensive or Specified Causes Of Loss Coverage if the "loss" arises from

such coverage; or

- b. For which you carry Collision Coverage if the "loss" arises from such coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses is \$75 per day with a maximum of \$750 per occurrence.

#### K. ELECTRONIC EQUIPMENT – BROADENED COVERAGE

**Paragraph 4.c. of Section III – PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS** is revised by adding the following:

This exclusion as it relates to electronic equipment that receives or transmits audio, visual or data signals does not apply if said equipment is permanently installed in a covered "auto".

#### L. LOAN / LEASE GAP COVERAGE

**Section III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance is** Amended by the addition of the Following to paragraph 1.:

- c. Balance due under the terms of the loan or lease which the damaged covered "auto" is subject to at the time of the "loss" less:

- (1) Overdue payments and financial penalties associated with those payments as of the date of the "loss",
- (2) Financial penalties imposed under a lease due to high mileage, excessive use, or abnormal wear and tear,
- (3) Costs of extended warranties, Credit

Life Insurance, Health, Accident, or Disability Insurance purchased with the loan or lease,

- (4) Transfer or rollover balances associated with prior loans or leases,
- (5) Final payment due under a "Balloon Loan",
- (6) The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
- (7) Security deposits not refunded by the lessor,
- (8) All refunds payable or paid to you resulting from the early termination of any warranty or extended service agreement on a covered "auto",
- (9) Any amount representing taxes, or
- (10) Loan or lease termination fees.

This coverage only applies to the original loan or lease written on a covered "auto".

**Section V – DEFINITIONS** is changed by the addition of the following:

- R. "Total loss" means a "loss" where the cost of repairs plus the salvage value exceeds the actual cash value.
- S. "Balloon Loan" means a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

#### M. GLASS REPAIR

**Section III – Physical Damage Coverage, D. Deductible**, is replaced by the following:

##### D. Deductible

For each covered "auto", our obligation to pay for, repair, return, or replace damaged or stolen property will be reduced by the deductible for the coverage as shown on

the Declarations Page. Any Comprehensive Coverage deductible shown on the Declarations Page does not apply to "loss" caused by fire or lightning.

Additionally, the Comprehensive Coverage deductible does not apply to glass, only when that glass is repaired. Should the glass be replaced, the applicable Comprehensive Coverage deductible will apply.

#### **N. WAIVER OF SUBROGATION**

**Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

##### **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of a covered "auto" only when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract". In all other respects, if a person or organization to, or from whom, we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

This provision only applies if the written Contract, permit, or agreement has been Executed or issued prior to the occurrence of any "bodily injury" or "property damage".

#### **O. UNINTENTIONAL OMISSIONS**

The following is added to **Section IV – Business Auto Conditions, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud:**

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, as long as such failure is not intentional.