



NELSJGR-01

EBLINGL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/28/2017

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 Insurance Office of America, Inc. 1840 East River Road Suite 201 Tucson, AZ 85718	CONTACT NAME: Lin Ebling PHONE (A/C, No, Ext): (520) 448-9589 59589 FAX (A/C, No):
	E-MAIL ADDRESS: Lin.Ebling@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Pekin Insurance Company	NAIC # 24228
INSURED Nelson J Greer Painting Contractors Inc. 3945 E. Hayhurst Ln Tucson, AZ 85712	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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:	X	X	CL0202310-0	08/01/2017	08/01/2018	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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			00P704767	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
								\$
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 \$			00CU30483	08/01/2017	08/01/2018	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
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	WC0007058A	08/01/2017	08/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater			CL0202310-0	08/01/2017	08/01/2018	Rented/Leased Equip	70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Where required by written contract or agreement, certificate holder as additional insured with respects to General Liability and Auto Liability on a Primary and Non-Contributory basis; Waiver of Subrogations applies to General Liability, Auto Liability and Workers Compensation, subject to all policy terms, conditions, forms and endorsements.

RE: Where required by written contract or agreement, certificate holder as additional insured with respects to General Liability and Auto Liability on a Primary and Non-Contributory basis; Waiver of Subrogations applies to General Liability, Auto Liability and Workers Compensation, subject to all policy terms, conditions, forms and endorsements.

CERTIFICATE HOLDER

CANCELLATION

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

*1Master Holder

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverages provided by this endorsement are subject to the provisions applying to the Commercial General Liability Coverage Form unless otherwise noted. All policy provisions not in conflict with this endorsement shall apply. This endorsement is a valid part of the policy only when the form number is shown in the Declarations.

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

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

The following changes apply to **SECTION I - COVERAGES**:

1. Extended Nonowned Watercraft

- a. Under 2., **Exclusions of SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, (2) of Exclusion g. Aircraft, Auto Or Watercraft** is removed and replaced by:

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

2. Voluntary Property Damage Coverage

- a. The following is added to **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (1) At your request, we will pay for unintentional "property damage" to property of others in your possession. The "property damage" must be caused by an "occurrence" resulting from "your work" that is incidental to

your business operations which are covered by this policy and that take place away from the premises you own, rent, lease, or occupy. The "occurrence" must take place in the "coverage territory".

- (2) With respect to coverage provided by this section of the endorsement, under 2., **Exclusions of SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, (4) and (5) of Exclusion j. Damage To Property** are deleted.

- (3) With respect to the coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

- (a) "Property damage" to property which is rented, leased, or borrowed by an insured;
- (b) "Property damage" caused by or

resulting from ownership, maintenance, or use of any aircraft, "auto", or watercraft or transportation of property, including "loading or unloading" of property, from any aircraft, "auto", or watercraft;

- (c) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;
 - (d) "Property damage" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";
 - (e) "Property damage" caused by or arising out of "your work" included in the "products-completed operations hazard"; or
 - (f) Mysterious disappearance, abstraction, or loss of use of property.
- (4) With respect to the coverage provided by this section of the endorsement, **SECTION III LIMITS OF INSURANCE** is replaced by the following:
- (a) The Limits of Insurance shown below fix the most we will pay regardless of the number of:
 - (i) Insureds;
 - (ii) Claims made or "suits" brought; or
 - (iii) Persons or organizations making claims or bringing "suits".
 - (b) Subject to (c) below, \$2,500 is the most we will pay for the sum of all "property damage" as the result of any one "occurrence" under this coverage extension.
 - (c) \$5,000 is the most we will pay for the sum of all "property damage" as the result of all "occurrences" under this coverage extension.
 - (d) These limits of insurance for this coverage 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 that this endorsement was added to the policy, 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.

- (5) Our obligation to pay for covered "property damage" on your behalf applies only to the amount of "property damage" in excess of the greater of:

- (a) \$250; or
- (b) the deductible as stated in the Declarations Page of this coverage part.

This deductible amount applies to all damages sustained by any one person or organization because of "property damage" as the result of any one "occurrence".

The limit of insurance will not be reduced by the application of the deductible amount.

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

- (6) The coverage provided under this section of the endorsement shall be 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.
- (7) 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.

- (8) With respect to this section of the endorsement, the following definition is added under **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 application software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

3. Care, Custody, and Control Liability Coverage

- a. The following is added to **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(1) We will pay those sums that you become legally obligated to pay as damages because of unintentional "property damage" to property of others in your care, custody, or control. The "property damage" must be caused by an "occurrence" resulting from "your work" that is incidental to your business operations which are covered by this policy and that take place away from the premises you own, rent, lease, or occupy. The "occurrence" must take place in the "coverage territory".

(2) With respect to coverage provided by this section of the endorsement, under 2., **Exclusions of SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, (3), (4), and (5) of Exclusion j. Damage To Property** are deleted.

(3) With respect to the coverage provided by this section of the endorsement, the following exclusions apply in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

- (a) "Property damage" caused by or resulting from ownership, maintenance, or use of any aircraft, "auto", or watercraft or transportation of property, including "loading or unloading" of property,

from any aircraft, "auto", or watercraft;

- (b) "Property damage" caused by or arising out of work performed for you or on your behalf by a subcontractor;

- (c) "Property damage" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data";

- (d) "Property damage" caused by or arising out of "your work" included in the "products-completed operations hazard"; or

- (e) Mysterious disappearance, abstraction, or loss of use of property.

- (4) With respect to the coverage provided by this section of the endorsement, **SECTION III LIMITS OF INSURANCE** is replaced by the following:

- (a) The Limits of Insurance shown below fix the most we will pay regardless of the number of:

(i) Insureds;

(ii) Claims made or "suits" brought; or

(iii) Persons or organizations making claims or bringing "suits".

- (b) Subject to (c) below, \$10,000 is the most we will pay for the sum of all "property damage" as the result of any one "occurrence" under this coverage extension.

- (c) \$30,000 is the most we will pay for the sum of all "property damage" as the result of all "occurrences" under this coverage extension.

- (d) These limits of insurance for this coverage 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 that this endorsement was added to the policy, 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.

- (5) Our obligation to pay for covered "property damage" on your behalf applies only to the amount of "property damage" in excess of the greater of:

(a) \$250; or

(b) the deductible as stated in the Declarations Page of this coverage part.

This deductible amount applies to all damages sustained by any one person or organization because of "property damage" as the result of any one "occurrence".

The limit of insurance will not be reduced by the application of the deductible amount.

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

- (6) The coverage provided under this section of the endorsement shall be 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.
- (7) 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.
- (8) With respect to this section of the endorsement, the following definition is added under **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 application software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

4. Electronic Data Liability

- a. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE:**

8. Subject to 5. above, \$10,000 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". The limit does not increase the "occurrence" limit stated in the Declarations.

- b. With respect to the coverage provided by this section of the endorsement, the following exclusion applies in addition to the Exclusions under **SECTION I COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

(p) 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 covered by this coverage form.

- c. The coverage provided under this section of the endorsement shall be 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.

- d. For the purposes of coverage provided under this section of the endorsement, the definition 17. "Property damage" under **SECTION V - DEFINITIONS** is removed and replaced by:

17. "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 "electronic data". Loss of "electronic data" means: loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data" resulting from physical injury to tangible property covered by this coverage form. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of this insurance, "electronic data" is not tangible property.

- e. For the purpose of coverage provided under this section of the endorsement, the following definition is added under **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 disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

5. Damage To Premises Rented To You

- a. If Damage To Premises Rented To You under **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 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, 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 7 or fewer consecutive days. A separate Damage To Premises Rented To You Limit Of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- (2) Under **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is removed and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, 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 Limit 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 removed and replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, 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.

Subject to all terms of **SECTION III - LIMITS OF INSURANCE**, the Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The amount shown in the Declarations for **DAMAGE TO PREMISES RENTED TO YOU LIMIT (ANY ONE PREMISES)**.

- (4) With respect to coverage afforded under this section of the endorsement,

condition **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is removed and replaced by:

(b) That is insurance for Fire, Explosion, 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 amended to read:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, 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 is not an "insured contract";

6. Medical Payments

a. If **SECTION I - COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this coverage part either by the provisions of any endorsement attached to this coverage part or by separate endorsement, the **MEDICAL EXPENSE LIMIT (ANY ONE PERSON)** as stated in the Declarations of this coverage part is increased to a limit of \$10,000.

7. Supplementary Payments

a. Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraph **1.b.** is removed and replaced by:

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

b. Under **SECTION I-SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraph **1.d.** is replaced by:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

8. Employees as Insureds - Specified Health Care Services

a. Under **SECTION II - WHO IS AN INSURED**, paragraph **2. a. (1)(d)** is removed and replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who provide professional health care services on your behalf as duly licensed:

(i) Nurses;

(ii) Emergency Medical Technicians; or

(iii) Paramedics

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place, they are insureds with respect to professional health care services performed on your behalf. This coverage does not apply if you are in the business or occupation of providing any such professional services.

9. Additional Insured - Lessor of Leased Equipment

a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED**:

(1) Any person or organization from whom you lease equipment is an insured when you and such person or organization have agreed in a written contract that is currently in effect or becomes effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury", or "property damage" for which coverage is sought, that you must add such person or organization as an additional insured on a policy of liability insurance such as is afforded by this policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property

damage" arising solely out of the maintenance, operation, or use of such leased equipment by you which may be imputed from any insured to that person or organization as the lessor of equipment. A person's or organization's status as an insured under this section of the endorsement ends when their contract with you for such leased equipment ends.

- (2) With respect to the coverage afforded to this additional insured, the following additional exclusion applies:

This insurance does not apply:

- (a) To any "occurrence" which takes place after the equipment lease expires.
- (3) If an endorsement is attached to this coverage part or policy that specifically names a person or organization as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

10. Additional Insured - State or Political Subdivisions - Permits

- a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED:**

- (1) Any state or governmental agency or subdivision or political subdivision is an insured, when you and such state or governmental agency or subdivision or political subdivision have agreed in a written contract or agreement that is currently in effect or becomes effective during the policy period stated on the Declaration Page and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add such state or governmental agency or subdivision or political subdivision as an additional insured on a policy of liability insurance such as is afforded by this policy. Such state or governmental agency or subdivision or political subdivision is an additional insured with respect to liability for "bodily injury" or "property damage" arising solely out of the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit

or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- (2) If an endorsement is attached to this coverage part or policy that specifically names a state or governmental agency or subdivision or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

11. Additional Insured - Managers or Lessors of Premises

- a. With respect to coverage afforded under this section of the endorsement, the following is added under **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization from whom you lease a premises is an insured when you and such person or organization have agreed in a written contract that is currently in effect or becomes effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add such person or organization as an additional insured on a policy of liability insurance such as is afforded by this policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" arising solely out of the ownership, maintenance, or use of that part of the premises leased to you which is the subject of the written contract for adding that person or organization as additional insured.

- (2) With respect to the coverage afforded to this additional insured, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (b) Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.
- (3) If an endorsement is attached to this coverage part or policy that specifically names a person or organization as an insured or additional insured, then coverage under this endorsement does not apply to that entity.

12. Newly Formed or Acquired Organizations

- a. Paragraph 4.a. of **SECTION II - WHO IS AN INSURED** is removed and replaced by:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

13. Construction Project General Aggregate Limit

- a. Paragraph 2. of **SECTION III - LIMITS OF INSURANCE**, is removed and replaced by:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C MEDICAL PAYMENTS**;
 - b. Damages under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under **Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if the Construction Project General Aggregate Limit of Insurance, paragraph 9. applies.

- b. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

- 9. When it is agreed in a written contract by you and a person or organization for whom you are performing operations effective during the policy period stated on the Declarations Page and executed prior to the "bodily injury", "property damage", or "personal and advertising injury" for which coverage is sought to provide a Construction Project General Aggregate Limit of Insurance, a separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each "construction project" for such person or organization and is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C MEDICAL PAYMENTS**;

- b. Damages under **Coverage A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY**

which can be attributed only to your ongoing operations for such person or organization and only at a single "construction project" occurring away from a premises owned by, rented to, or leased to you.

For the purpose of this provision, "construction project" means: a location you do not own, rent, or lease where ongoing improvements, alterations, installation, demolition, or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition, or maintenance work performed by you or on your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

14. Broadened Notice of an Occurrence

a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraphs 2.a. and 2.b. of **Duties In The Event Of Occurrence, Offense, Claim Or Suit** are removed and replaced by:

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

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

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" of your corporation, if you are a corporation;
- (4) A member or manager, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your elected or appointed officials, trustees, or board members, if you are an organization other than a partnership, joint venture, or limited liability company.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) An "executive officer" of your corporation, if you are a corporation;
- (4) A member or manager, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your elected or appointed officials, trustees, or board members, if you are an organization other than a partnership, joint venture, or limited liability company.

15. Unintentional Failure to Disclose Hazards

a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, **6. Representations** is removed and replaced with:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

If you should fail to disclose on the application all relevant hazards before the policy period begins, through no fault of your own, and despite a diligent effort to discover and disclose all such hazards, we will not deny coverage under this coverage form based solely upon such failure. However, you must report any such omission to us immediately after your discovery of it, and the failure to do so waives your rights under this paragraph.

16. Liberalization Condition

a. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added:

If we adopt a revision to this coverage form 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.

17. Broadened Bodily Injury Definition

- a. Under **SECTION V - DEFINITIONS**, definition 3. "Bodily injury", is removed and replaced by:
 3. "Bodily Injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright, or death resulting from physical bodily injury, physical sickness, or physical disease sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/
WAIVER OF RIGHTS OF RECOVERY
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Additional Insured - When Required By Written Construction Contract For Ongoing Operations Performed By You For An Additional Insured and/or Your Completed Operations

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

- (1) does not increase the scope or limits of coverage afforded by this policy; and
- (2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

- (1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:
 - (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.
- (2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.
- (3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

- (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
 - (b) the end of the Policy Period.
- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:
- (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
 - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

D. Section III - Limits Of Insurance is amended to include:

- (1) The limits of insurance applicable to the Additional Insured are:
 - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
 - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. Section IV - Other Insurance is amended to include:

- (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

F. Section IV - Transfer Of Rights Of Recovery Against Others To Us is amended to include:

- (1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. Additional Insured - State Or Political Subdivisions - Permits

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

B. With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

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

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-PERSONS OR ORGANIZATIONS
WHEN REQUIRED IN A WRITTEN CONTRACT WITH YOU-
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions applying to the **Business Auto Insurance Policy** apply unless modified by this endorsement.

1. Under **PART IV-LIABILITY INSURANCE, Section D. WHO IS AN INSURED** is amended by the addition of the following:
 - A. Any person or organization is an **insured** for liability coverage as afforded under **PART IV-LIABILITY INSURANCE**, when **you** and such person or organization have agreed in a written contract executed prior to the **bodily injury or property damage** for which coverage is sought, that **you** must add that person or organization as an additional insured on a policy of automobile liability insurance (hereinafter referred to as the "Additional Insured").
 - B. It is further understood that the designation of any person or organization as an Additional Insured does not increase the scope or limits of coverage afforded by this policy.
 - C. When required under a written contract with the Additional Insured which is executed prior to **bodily injury or property damage** for which coverage is sought by the Additional Insured hereunder, the coverage provided to the Additional Insured under this endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

The Additional Insured is covered, only with respect to liability for **bodily injury or property damage** resulting from **your** ownership, maintenance, or use of a covered **auto**, and only to the extent that the person or organization qualifies as an **insured** under **D. WHO IS AN INSURED** provision contained in **PART IV-LIABILITY INSURANCE**.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Any person or organization for whom you are performing work when you and such person or organization have agreed in a written contract, executed prior to the accident or loss for which we make payment under this workers compensation policy, that you must add that person or organization under a Waiver Of Our Right To Recover From Others Endorsement on a policy of Workers Compensation insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY

**CONTRACTORS ADDITIONAL INSURED/
WAIVER OF RIGHTS OF RECOVERY
EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. Additional Insured - When Required By
Written Construction Contract For
Ongoing Operations Performed By You
For An Additional Insured and/or Your
Completed Operations**

A. With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in a written contract effective during the policy period stated on the Declarations Page (hereinafter referred to as the "Policy Period") and executed prior to the "bodily injury" or "property damage" for which coverage is sought, that you must add that person or organization as an additional insured on a policy of liability insurance (hereinafter referred to as the "Additional Insured").

The Additional Insured is covered only with respect to vicarious liability for "bodily injury" or "property damage" imputed from You to the Additional Insured as a proximate result of:

- (1) Your ongoing operations performed for that Additional Insured during the Policy Period; or
- (2) "Your work" performed for the Additional Insured during the Policy Period, but only for "bodily injury" or "property damage" within the "products - completed operations hazard."

B. It is further understood that the designation of any person or organization as an Additional Insured:

- (1) does not increase the scope or limits of coverage afforded by this policy; and
- (2) does not apply if the person or organization is specifically named as an additional insured under any other provision of this policy.

C. With respect to the coverage afforded to the Additional Insured, the following additional exclusions apply:

This insurance does not apply to:

- (1) Liability for "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional services, including, but not limited to:
 - (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.
- (2) Liability for "bodily injury" or "property damage" arising out of or in any way attributable to the claimed negligence or statutory violation of the Additional Insured, other than vicarious liability which is imputed to the Additional Insured solely by virtue of the acts or omissions of the Named Insured.
- (3) Liability for "bodily injury" or "property damage" proximately caused by your ongoing operations, which takes place, in whole or in part, after the earlier of:

- (a) the date that all work called for in the written contract with the Additional Insured has been completed, as defined in the definition of "products-completed operations hazard" herein; or
 - (b) the end of the Policy Period.
- (4) Liability for "bodily injury" or "property damage" proximately caused by "your work" included in the "products-completed operations hazard" after the earlier of:
- (a) the conclusion of the period during which the written contract requiring such coverage requires it; or
 - (b) 1 year after completion of "your work" performed for the Additional Insured, as defined in the "products - completed operations hazard."

D. Section III - Limits Of Insurance is amended to include:

- (1) The limits of insurance applicable to the Additional Insured are:
 - (a) those specified in the written contract that requires the person or organization to be added as an Additional Insured; or
 - (b) as stated on the Declarations Page of this policy, whichever is less.

These limits of insurance are inclusive of, and not in addition to the limits of insurance shown on the Declarations Page. If other insurance of any type is written by us and applicable to the Additional Insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable per occurrence and aggregate limit of insurance under one coverage form or policy providing coverage, whether primary or excess.

E. Section IV - Other Insurance is amended to include:

- (1) When required under a written contract with the Additional Insured which is executed prior to "bodily injury" or "property damage" for which coverage is sought by the

Additional Insured hereunder, the coverage provided to the Additional Insured under this section of the endorsement shall apply on a primary and noncontributory basis with any other insurance upon which the Additional Insured is listed as a Named Insured.

F. Section IV - Transfer Of Rights Of Recovery Against Others To Us is amended to include:

- (1) When required under a written contract executed prior to the "occurrence" for which we make payment under this coverage part, we waive any right of recovery we may have against any person or organization who is an Additional Insured because of payments we make under this section of the endorsement.

2. Additional Insured - State Or Political Subdivisions - Permits

- A.** With respect to coverage afforded under this section of the endorsement, **Section II - Who Is An Insured** is amended to include as an insured any state or political subdivision which has issued a permit to you when you and such state or political subdivision have agreed in a written contract or agreement effective during the policy period stated on the Declarations Page and executed prior to "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought that you must add the state or political subdivision as an additional insured on a policy of liability insurance. Such state or political subdivision is an insured only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- B.** With respect to the coverage afforded to the additional insured provided by this section of the endorsement, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state, municipality, or political subdivision; or

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

If an additional insured endorsement is attached to this coverage part or policy that specifically names a state or political subdivision as an insured or additional insured, then coverage under this endorsement does not apply for adding the state or political subdivision as an additional insured if the state or political subdivision would, in whole or in part, also be covered as an additional insured under this endorsement.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

Any person or organization for whom you are performing work when you and such person or organization have agreed in a written contract, executed prior to the accident or loss for which we make payment under this workers compensation policy, that you must add that person or organization under a Waiver Of Our Right To Recover From Others Endorsement on a policy of Workers Compensation insurance.