CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2024

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).

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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Western Ins Co	10804
INSURER B : Union Insurance Company	25844
INSURER C : Acadia Insurance	31325
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Atlantic Golf & Turf LLC
27 Industrial Boulevard
Turners Falls MA 01376

COVERAGES **CERTIFICATE NUMBER:** 1012211332 **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	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	CPA5565137-10	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X 1,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**	Y	Y	MAA5565138-10	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							collision & comp. ded	$ $ 1,000
C	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUA5565139-10	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WCA5568668-10	1/1/2024	1/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an additional insured on a primary and non-contributory basis (CLCG 0114) on general liability per form # CLCG 0492, automobile liability per form # AICA 59 and umbrella liability per form # CLCU 2455. Waiver of subrogation applies to general liability, automobile liability and umbrella liability.

CERTIFICATE HOLDER

Town of West Hartford and West Hartford Board of Education

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
Christina Dennehy

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS: PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **5.a. OTHER INSURANCE** of **SECTION IV**:

With respect to any additional insured under Paragraph **3.** of **SECTION II - WHO IS AN INSURED**, if the written contract or agreement to add the person or organization as an additional insured specifically requires this insurance to be primary and noncontributory to that person's or organizations own insurance, then this insurance shall be primary to, and will not seek contribution from, such other insurance. However, this insurance will be excess over any insurance to which such person or organization has been added as an additional insured.

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UMBRELLA EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Mobile Equipment Redefined	Included
E.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
F.	Supplementary Payments - Increased Limits	
	1. Bail Bonds	$ 3,000
	2. Loss Of Earnings	$ 1,000
G.	Unintentional Omission Or Unintentional Error In Disclosure	Included
H.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
I.	Other Insurance	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial Liability Umbrella Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. NON-OWNED WATERCRAFT

Paragraph **2.j.(2)** of **Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

(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.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **3.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV - Conditions** is deleted and replaced by the following:

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 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) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

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(i) How, when and where the "occurrence" or offense took place;

(ii) The names and addresses of any injured persons and witnesses; and

(iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V - Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

E. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph **1.c.** of **Section II - Who Is An Insured** is deleted and replaced by the following:

c. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

(1) Majority interest of more than 50% if you are a corporation;

(2) Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

(3) Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

(i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I - Coverage B - Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

F. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Section I - Supplementary Payments - Coverages A And B is changed as follows:

1. The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $2,000 to $3,000; and

2. The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

G. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph **7. Representations or Fraud** of **Section IV - Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

H. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations

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hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

I. OTHER INSURANCE

Paragraph **5.a. Other Insurance** of **Section IV-Conditions** is replaced by the following:

a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

All insurance in which you have been added as an additional insured by attachment of an endorsement will be primary to this insurance.

When this insurance is excess, we will have no duty under **Coverages A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	$75/ $2,500
H.	Extended Coverage - Air Bags	Included
I.	Auto Loan/Lease Gap Coverage	Included
J.	Glass Deductible	Included
K.	Extended Coverage - Electronic Equipment	Included
L.	Extended Coverage - Personal Effects	$500
M.	Towing And Labor (Gross Vehicle Weight of 20,000 lbs. or less)	$100
N.	Physical Damage Coverage - Hired “Autos” 1. Loss of use (Per Day/Maximum)	$125,000 $500/ $3,500
O.	Rental Reimbursement Coverage	$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

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A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs **a.** or **b.** under Paragraph **A.1.** Who Is An Insured of Section **II** – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".

3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.

4. The most we will pay on behalf of such additional insured(s) is the lesser of:

a. The Limits of Insurance specified in the written contract or agreement described above; or

b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph **5**. Other Insurance of **B.** General Conditions under Section **IV –** Business Auto Conditions:

a. The following is added to Paragraph **5.a.**:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph **5.c.** is deleted in its entirety.

6. Paragraph **A.1.c.** under Section **II** - Covered Autos Liability Coverage is deleted in its entirety.

7. The definition of "insured contract" under Section **V –** Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

(2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

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D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph **A.4.a.** is deleted and replaced by the following:

a. We will also pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.**:

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

a. The amount under the Physical Damage coverage section of the policy; and

b. Any:

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

Coverage provided under this extension will be excess over any other collectible insurance including, but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

J. GLASS DEDUCTIBLE

The following is added to **Section III – Physical Damage Coverage**, Paragraph **D.:**

3. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" when you elect to patch or repair glass rather than replace.

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K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage**, Paragraph **A.4.**:

c. Physical Damage coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage**, Paragraph **A.4.**:

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

The most we will pay for any one "loss" under this coverage extension is $500.

M. TOWING AND LABOR

Section III – Physical Damage Coverage, Paragraph **A.2.** is deleted and is replaced by the following:

We will pay up to $100 for towing and labor costs incurred each time a covered "auto" with both Comprehensive and Collision Coverage and that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

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

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.

2. The most we will pay in any one "loss" is the least of $125,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

3. Coverage provided under this extension will:

a. Be excess over any other collectible insurance you have;

b. Pay, in addition to the limit set forth in **N.2.** above, up to $500 per day, not to exceed $3,500 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 as a result of which a monetary loss is sustained by the leasing or rental concern.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage Coverage is indicated in the Declarations.

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O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered “autos” involved in a “loss” and Physical Damage is provided to the covered “auto”.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following;

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or

b. When the total amount paid under this coverage extension reaches $2,500.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred.
b. Not more than $75 per day.

4. We will pay up to an additional $300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered “auto” and replace such materials and equipment on the rental “auto”.

5. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

6. If “loss” results from the total theft of a covered “auto” of the “private passenger type”, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type “auto” you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:

a. You, if you are designated in the Declarations as an individual.
b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
c. Your members or managers, if you are designated in the Declarations as a limited liability company;
d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;
e. The spouse of any person named in **P.1.a.** through **P.1.d.** while a resident of the same household.

2. The following “autos” are not covered:

a. Any “auto” owned by a person named in **P.1.a.** through **P.1.d.** or by any member of his or her household.
b. Any “auto” used by a person named in **P.1.a.** through **P.1.d.** while working in the business of selling, servicing, repairing or parking “autos”.

3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned “autos”.

4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type “auto” applicable to that coverage. If there are no owned private passenger type “autos”, the deductible shall be $100 for Comprehensive Coverage and $250 for Collision Coverage.

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Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph **A.2.**:

d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions**, Paragraph **A.2.b.**:

(6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions**, Paragraph **A.5.**:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you have agreed under written contract or agreement to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived prior to the "accident" or the "loss".

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions**, Paragraph **B.2.**:

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

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph **C.** is deleted and replaced by the following:

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

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be 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, with your permission, while 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".

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION (ADDITIONAL INSURED)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **(v)** is added to Paragraph **(1)(a)** of Paragraph **b. Excess Insurance** under Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**, as follows:

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(v) That is available to any person or organization who has been added as an additional insured to this policy by endorsement.

However, with respect to an additional insured added by endorsement for liability caused, in whole or in part:

1. By your acts or omissions, or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations; or

(b) In connection with your premises;

2. By your maintenance, operation or use of equipment leased to you by such person or organization; or

3. By "your work" performed for that additional insured and included in the "products-completed operations hazard";

this insurance shall be primary to and will not seek contribution from the additional insured's own insurance if you and such additional insured have agreed prior to loss in a written contract or written agreement, in effect during this policy period, that this insurance be primary and noncontributory as respects liability described in Subparagraph **(1)(a)(v)1., (1)(a)(v)2.** or **(1)(a)(v)3.** above. However, this insurance, in all cases, is excess over any other liability insurance available to the additional insured to which such person or organization has been added as an additional insured.

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GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	$300,000
E.	Medical Payments	See Declarations
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits **1.** Bail Bonds **2.** Loss Of Earnings	 $ 3,000 $ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSUREDS

1. Section II – Who Is An Insured is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below 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, provided that:

a. The written contract or written agreement is:

(1) Currently in effect or becoming effective during the term of this policy; and

(2) Fully executed by you and the additional insured prior to the "bodily

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injury", "property damage" or "personal and advertising injury".

b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Persons or Organizations For Whom Operations Are Performed

(a) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and

(b) Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph **(a)** above.

(c) Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(i) Your acts or omissions; or

(ii) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

(d) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(i) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1.1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(1.2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

(ii) "Bodily injury" or "property damage" occurring after:

(1.1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(1.2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

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you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land.

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) 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

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

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(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(7) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(8) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(9) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs **(iv)** or **(vi)**; or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

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in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous 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 written contract or written 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.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

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

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

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 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) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(i) How, when and where the "occurrence" or offense took place;

(ii) The names and addresses of any injured persons and witnesses; and

(iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Sub-paragraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

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

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

a. $300,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

(ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

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, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You**:

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

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

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

a. Majority interest of more than 50% if you are a corporation;

b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

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c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

(i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

a. Current partnership or limited liability company, unless otherwise provided for under Paragraph **3.** of **Section II – Who Is An Insured**;

b. Current joint venture; or

c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph **(2)** of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

(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.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

1. The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $250 to $3,000; and

2. The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

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person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

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