



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2025

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		CONTACT NAME: Morgan Hapney	
Shepherd Insurance 9600 Brownsboro Rd Suite 300 Louisville		PHONE (A/C, No, Ext): (502) 499-6880	FAX (A/C, No): (502) 499-6947
		E-MAIL ADDRESS: mhapney@shepherdins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Motorists Comm'l Mutual Insurance Co	
		NAIC # 13331	
INSURED		INSURER B: KY AGC Self Insurance Fund	00211
Elaine Allen LLC 1591 Winchester Rd Ste 103		INSURER C:	
		INSURER D:	
Lexington		INSURER E:	
		INSURER F:	

COVERAGES      CERTIFICATE NUMBER: CL25122987630      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	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			5000364203	01/16/2026	01/16/2027	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000						
	MED EXP (Any one person)	\$ 10,000						
	PERSONAL & ADV INJURY	\$ 1,000,000						
	GENERAL AGGREGATE	\$ 2,000,000						
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5000364203	01/16/2026	01/16/2027	PRODUCTS - COMP/OP AGG	\$ 2,000,000
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000						
	BODILY INJURY (Per person)	\$						
	BODILY INJURY (Per accident)	\$						
	PROPERTY DAMAGE (Per accident)	\$						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			5000364204	01/16/2026	01/16/2027	EACH OCCURRENCE	\$ 5,000,000
	AGGREGATE	\$ 5,000,000						
		\$						
	DED <input checked="" type="checkbox"/> RETENTION \$							
	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N <input type="checkbox"/> N				N / A	23208
E.L. EACH ACCIDENT		\$ 4,500,000						
E.L. DISEASE - EA EMPLOYEE		\$ 4,500,000						
E.L. DISEASE - POLICY LIMIT		\$ 4,500,000						
A		Leased / Rented Equipment-Special form including theft			5000364203	01/16/2026	01/16/2027	
			Deductible	\$500				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic Additional Insured applies to General Liability (Including Ongoing & Completed Operations), Auto Liability on a Primary & Non-Contributory Basis where required by written contract subject to policy terms, conditions & exclusions. Waiver of Subrogation applies to General Liability & Auto Liability coverages where required by written contract subject to policy terms, conditions & exclusions. The coverage extensions referenced on this certificate are achieved through the following forms which are included on the policy & attached to this certificate: CG CW CT0002 0417, CA CW MG0022 0621, CU 00010413

Waiver of Subrogation for Workers' Compensation is prohibited by law in the State of Kentucky

## CERTIFICATE HOLDER

## CANCELLATION

LFUCG 200 E Main Street  Lexington	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  
KY 40507	

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**MiCHOICE CONTRACTOR  
GENERAL LIABILITY PROTECTOR**

**CG CW CT0002 0417**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The coverage provided by this endorsement is subject to the provisions, including exclusions and limitations, applicable to the Commercial General Liability Coverage Form, except as provided below. The deductible shown on the Declarations Page applies unless otherwise shown in this endorsement.

<b>Coverage Summary</b>	
The following coverages are provided by this endorsement. Please refer to the full terms and conditions within this endorsement.	
Care, Custody or Control	
Pollution Liability Coverage – Limited Exception For A Short-Term Event	
Amendment – Construction Project(s) General Aggregate Limit	
Contractors Professional Liability	
Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	
Additional Insured – Automatic Status by State or Governmental Agency or Subdivision or Political Subdivision – Permits Or Authorization	
Additional Insured – Automatic Status By Contract Or Agreement – Ongoing Operations Only	
Additional Insured – Managers Or Lessors of Premises	
Additional Insured – Automatic Status By Contract Or Agreement – Completed Operations	
Primary And Noncontributory	
Waiver Of Transfer Of Rights Of Recovery Against Others To Us - Blanket	

**Schedule**

<b>Coverage</b>	<b>Limit Of Insurance</b>	<b>Deductible</b>
Care, Custody or Control	\$50,000 Each Occurrence	\$500 Each Occurrence
Pollution Liability Coverage – Limited Exception For A Short-Term Event	\$100,000 Each Occurrence	
Contractors Professional Liability	\$50,000 Each Occurrence	

For the purposes of this endorsement, the following modifications are made to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**A. Care, Custody or Control**

1. With respects to operations covered under this policy and the Limit Of Insurance shown in the Schedule above, the insurance applies to "property damage" to property of others while in your care, custody or control or other property for which, for any purpose, you are exercising physical control, if damage arises out of the installation, repair, alteration or other operations incidental to your business.

**2. Exclusions**

For the purposes of this endorsement, **2. Exclusions j. Damage To Property** is deleted and replaced with the following:

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), and (3) of this exclusion do not apply to "property damage" (other than damage by fire) 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**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you. Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" included in the "products completed operations hazard".

This insurance does not apply to injury to or destruction of property;

- (1) Held by you for servicing, repair, storage or sale at premises or the ways adjacent, which you own, rent or occupy.
- (2) While transported by or caused by, including "loading or unloading", any aircraft, "auto", "mobile equipment" or watercraft owned or operated by or rented or loaned to any insured.

**3. Limits Of Insurance**

The most we will pay for loss or damage is the Limit Of Insurance shown in the Schedule above for each "occurrence".

**4. Deductible**

We will not pay for loss or damage in any one "occurrence" until the amount of the adjusted loss or damage before applying the applicable Limit Of Insurance exceeds the Deductible amount shown in the Schedule above. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit Of Insurance.

**B. Pollution Liability Coverage – Limited Exception To The Pollution Exclusion For A Short-Term Event**

**CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY**

**1. Exclusions**

For the purposes of this endorsement:

a. Item 2. **Exclusions** f. **Pollution** is deleted and replaced by the following:

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, an insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respects to your ongoing operations performed for that additional insured at the premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured.
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire";
    - (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible.
  - (d) At or from any premises, site or location on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**b. Limits Of Insurance**

The most we will pay for damages and "claim expenses" for any one claim under this coverage is the Limit Of Insurance shown in the Schedule above for each "occurrence".

"Claim expenses" shall be part of and not in addition to the Limit Of Insurance shown in the Schedule above.

Our right and duty to defend end when we have used up the Limit Of Insurance for this coverage in payment of judgments, settlements or defense costs incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

**c. For the purposes of this endorsement, the following are added to SECTION V - DEFINITIONS:**

- (1) "Claim Expenses" means:
  - (a) The reasonable and necessary fees charged by any lawyer designated by us or by the insured in defending the insured; and
  - (b) All other reasonable and necessary fees, costs and expenses incurred on behalf of the insured by us or by the insured in the investigation, adjustment, defense and appeal of any claim.
- (2) "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
  - (a) Begins during the policy period;
  - (b) Begins at an identified time and place;
  - (c) Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
  - (d) Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
  - (e) Does not originate from an "underground storage tank"; and
  - (f) Is not heat, smoke or fumes from a "hostile fire".

To be a “short-term pollution event”, the discharge, dispersal, release or escape of “pollutants” need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes for the same “pollutant” from essentially the same source, considered together, must satisfy Provisions **(a)** through **(f)** of this definition to be considered a “short-term pollution event”.

**(2)** “Underground storage tank” means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

### **C. Amendment – Construction Project(s) General Aggregate Limit**

For all sums which the insured becomes legally obligated to pay as damages caused by an “occurrence” under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **COVERAGE C – MEDICAL PAYMENTS**, which can be attributed only to ongoing operations at a construction project:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all 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 for medical expenses under Coverage **C** regardless of the number of:
  - a. Insureds;
  - b. Claims made or “suits” brought; or
  - c. Persons or organizations making claims or bringing “suits”.
3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages or under **COVERAGE C – MEDICAL PAYMENTS** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the Construction Project General Aggregate Limit.

### **D. Contractors Professional Liability Coverage**

#### **CLAIM EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY**

##### **1. Coverage**

We will pay those sums that the insured becomes legally obligated to pay as damages for faulty design including consequential loss. The damage must have resulted from the insured’s negligent act, error or omission while acting as a contractor:

##### **2. Exclusions**

This insurance does not apply to:

- a. “Bodily injury”, “property damage” or “personal and advertising injury”.
- b. Liability arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.
- c. Liability because of an error or omission:
  - (1) In the preparation of estimates or job costs;
  - (2) Where cost estimates are exceeded

- (3) In the preparation of estimates of profit or return on capital;
- (4) In advising or failure to advise on financing of the work or projects; or
- (5) In advising or failure to advise on any legal work, title checks, form of insurance, or suretyship.

### **3. Limits Of Insurance**

The most we will pay for damages and "claim expenses" for any one claim under this coverage is the Limit Of Insurance shown in the Schedule above for each "occurrence".

"Claim expenses" shall be part of and not in addition to the Limit Of Insurance shown in the Schedule above.

Our right and duty to defend ends when we have used up the Limit Of Insurance for this coverage in payment of judgments, settlements or defense costs incurred by us.

No other obligation or liability to pay sums or perform acts or services is covered under this provision.

### **4. Definitions**

"Claim expenses" means:

- a. The reasonable and necessary fees charged by any lawyer designated by us or by the insured in defending the insured; and
- b. All other reasonable and necessary fees, costs and expenses incurred on behalf of the insured by us or by the insured in the investigation, adjustment, defense and appeal of any claim.

For the purposes of this endorsement, the following modifications are made to **SECTION II – WHO IS AN INSURED** and **SECTION III – LIMITS OF INSURANCE**:

#### **A. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

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

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

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; 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. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision, subject to the following provisions:
  - a. This insurance applies only with respects to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:
    - (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
    - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
  - b. This insurance does not apply to:
    - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

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

**C. Additional Insured – Automatic Status By Contract Or Agreement – Ongoing Operations Only**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured 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 on your policy. Such person or organization 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:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured. However, the insurance afforded to such additional insured:

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

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 or of the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; 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.

#### **D. Additional Insured – Manager Or Lessors Of Premises**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) when you and such person(s) or organization(s) have agreed in writing in a contract or agreement, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
2. With respect to the insurance afforded to these additional insureds, 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.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

However:

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

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

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

#### **E. Additional Insured – Automatic Status By Contract Or Agreement – Completed Operations**

1. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or agreement, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” performed for that additional insured and included in the “products-completed operations hazard”.

However:

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

2. With respect to the insurance afforded to these additional insured, the following is added to **SECTION III – LIMITS OF INSURANCE**:

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

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;

Whichever is less.

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

For the purposes of this endorsement, the following modifications are made to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

#### **A. Primary And Noncontributory – Other Insurance Condition**

The following is added to Paragraph 4. **Other Insurance** and supersedes any provision to the contrary:

##### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **B. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a written contract or agreement with that person or organization requiring such waiver and included in the “products-completed operations hazard”.

Our rights may only be waived prior to a loss. The insured must do nothing after a loss to impair our rights of recovery against others.

All other terms and conditions remain unchanged.

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

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the **BUSINESS AUTO COVERAGE FORM** apply unless modified by the endorsement.

**Coverage Summary – Refer to the applicable Coverage Section for Full Terms and Conditions**

<b>Coverage</b>	<b>Limits Of Liability</b> The Limits of Liability shown in the Business Auto Declarations apply unless otherwise stated below	<b>Deductible</b> <b>SECTION I</b> and <b>SECTION III</b> deductibles apply unless otherwise stated below
<b>SECTION II – COVERED AUTOS LIABILITY COVERAGE</b>		
Employers Non-Owned Auto Coverage		
Newly Acquired Or Formed Organizations		
Employees As Insureds		
Additional Insured – Automatic Status When Required In A Written Contract Or Agreement		
Supplementary Payments	Up to \$5,000 for bail bonds; Up to \$500 per day for loss or earnings	
Fellow Employee Coverage		
<b>SECTION III – PHYSICAL DAMAGE COVERAGE</b>		
Hired Auto Physical Damage Coverage	Up to \$100,000 for any one accident or loss	Largest deductible applicable to any one covered auto applies
Towing And Labor Coverage	Up to \$75 for covered private passenger vehicles and light trucks; Up to \$150 for all other covered vehicles	No deductible applies
Transportation Expenses	Up to \$60 per day / maximum \$1,800	No deductible applies
Hired Auto Loss Of Use Expenses	Up to \$75 per day / maximum \$1,500	No deductible applies
Personal Effects Coverage	Up to \$1,000 for any one loss	No deductible applies
Fire Department Service Charge	Up to \$1,000 for any one covered auto	No deductible applies
Equity Loan/Lease Protection		Deductible shown in the Schedule Of Covered Autos And Coverages Applies

<b>Coverage</b>	<b>Limits Of Liability</b> The Limits of Liability shown in the Business Auto Declarations apply unless otherwise stated below	<b>Deductible</b> <b>SECTION I and SECTION III</b> deductibles apply unless otherwise stated below
Expanded Coverage for Electronic Equipment, Portable GPS Navigation Devices and Telematics Devices	Up to \$2,500 for any one loss	\$100 deductible for each occurrence
Waiver Of Deductible – Glass Repair		No deductible applies to repair only
Accidental And Unintended Discharge Of An Airbag		Deductible shown in the Schedule Of Covered Autos And Coverages Applies
<b>SECTION IV – BUSINESS AUTO CONDITIONS</b>		
Duties In The Event Of Accident, Claim, Suit Or Loss		
Waiver Of Transfer Of Rights Of Recovery Against Others to Us		
Unintentional Failure To Disclose Existing Or New Hazards		

**A. The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage:**

**EMPLOYERS NON-OWNED AUTO COVERAGE**

Non-owned "autos" are covered autos for Liability Coverage. Non-owned "autos" means only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

**B. The following is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, A, COVERAGE, 1. Who Is An Insured:**

**NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Any organization you newly acquire or form (other than a partnership, joint venture or limited liability company) over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization, is an "insured".

However:

1. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
2. Coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**EMPLOYEES AS INSUREDS**

When this policy includes Auto Liability coverage for Non-owned "Autos", the following are added to **Who Is An Insured:**

1. Any of your "employees" is an "insured" while using an "auto" you don't own, hire or borrow in your business operations or personal affairs.
2. Any of your "employees" is an "insured" while using an "auto" that was hired or leased, with your permission, under a written contract or agreement in that employee's name while performing duties related to your business operations.

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT**

1. The **Who Is An Insured** section of the Business Auto Coverage Form is amended to include any person or organization you are required to add as an additional insured on this policy under a written contract or agreement currently in effect or becoming effective during the term of this policy, provided that a certificate of insurance showing that person or organization as an additional insured has been issued.
2. The insurance provided by this endorsement applies only with respect to liability arising out of operations performed for the additional insured by you. However, the insurance afforded to such additional insured:
  - a. Applies only to the operation, maintenance or use of "autos" designated as covered "autos" in this policy; and
  - b. Only applies to the extent permitted by law; and
  - c. Will not be broader than that which is required by a contract or agreement you have entered into with the additional insured.
3. The coverage provided by this endorsement will be primary and noncontributory with respect to any other primary coverage available to the additional insured provided that:
  - a. The additional insured is a Named Insured under such other insurance; and
  - b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other primary insurance available to the additional insured.
4. The Limits Of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this coverage form, whichever is less. These Limits Of Insurance are inclusive and not in addition to the Limits Of Insurance shown in the Declarations.

**C. SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is modified as follows:

**SUPPLEMENTARY PAYMENTS**

1. Paragraph (2) is deleted and replaced with the following:

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.

2. Paragraph (4) is deleted and replaced by the following:

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

**D. SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** is modified as follows:

**FELLOW EMPLOYEE COVERAGE**

Exclusion 5. **Fellow Employee** is deleted.

**E. The following paragraph is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage:**

**Hired Auto Physical Damage**

If Comprehensive, Specified Causes of Loss or Collision coverages are provided for any owned "auto" covered under this policy, then we will provide the same coverage(s) for those "autos" that you hire from others. The most we will pay for any one "accident" or "loss" is \$100,000 or the actual cash value or cost of repair, whichever is less, minus a deductible for each covered "auto" that is equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

**F. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing** is deleted and replaced by the following:

## **TOWING AND LABOR**

1. We will pay up to \$75 for towing and labor costs each time a covered "auto" of the private passenger type or a light truck is disabled. A light truck is a truck that has a gross vehicle weight of 10,000 pounds or less.

We will pay up to \$150 for towing and labor costs each time a covered "auto" other than a private passenger type or light truck is disabled.

2. Only that labor which is performed at the place of disablement is covered by this endorsement.
3. No deductible applies to this coverage.

## **G. SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is deleted and replaced by the following:

### **1. TRANSPORTATION EXPENSES**

We will pay up to \$60 per day, to a maximum of \$1,800, for temporary transportation expenses incurred by you because of "loss" to a covered "auto".

2. We will pay for such expenses if loss to a covered "auto" is covered by:
  - a. Comprehensive or Specified Causes of Loss Coverage, and then only if the Declarations indicates that Comprehensive or Specified Causes of Loss Coverage is provided for that covered "auto."
  - b. Collision Coverage, and then only if the Declarations indicate that Collision Coverage is provided for that covered "auto."
3. We will pay for temporary transportation expenses as follows:
  - a. For the total theft of a covered "auto", we will pay only for those expenses incurred during the period beginning 24 hours after the theft of the covered "auto", and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or when we pay for its "loss".
  - b. For loss other than the total theft of a covered "auto", we will pay only for those expenses incurred during the period beginning 24 hours after "loss" to the covered "auto", and ending, regardless of the policy's expiration, when the "auto" is repaired or replaced, or the date the covered "auto" could have reasonably been expected to be repaired or replaced.
4. No deductible applies to this coverage extension.

## **H. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss Of Use Expenses** is deleted and replaced by the following:

### **HIRED AUTO LOSS OF USE EXPENSES**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than Collision, and then only if the Declarations indicate that Comprehensive Coverage or Specified Causes Of Loss Coverage is provided for any covered "auto";
2. Specified Causes of Loss, and then only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision, and then only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$75 per day, to a maximum of \$1,500.

No deductible applies to this coverage extension.

I. The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**,

**4. Coverage Extensions:**

**PERSONAL EFFECTS**

We will pay up to \$1,000 in any one occurrence for "loss" of or damage to your personal effects or personal effects of others that are contained in a covered "auto".

This coverage extension applies only if:

1. "Loss" or damage to personal effects is the direct result of "loss" or damage to the covered "auto"; and
2. The "loss" or damage to the covered "auto" is covered by this policy.

Our payment for loss of or damage to personal effects will apply only on an excess basis over other collectible insurance.

No deductible applies to this coverage extension.

**FIRE DEPARTMENT SERVICE CHARGE**

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

1. Assumed by contract or agreement prior to loss; or
2. Required by local ordinance.

No deductible applies to this coverage extension.

**EQUITY LOAN/LEASE PROTECTION**

This coverage applies only to the original loan or lease written on a covered "auto" not previously titled. This coverage is subject to the provisions and exclusions that apply to **SECTION III - PHYSICAL DAMAGE COVERAGE**, except as provided below:

1. In the event of a total loss to a covered "auto" of the private passenger type or a covered "auto" that is a light truck with a "gross vehicle weight" (GVW) of 10,000 pounds or less that is secured by an original finance agreement, **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance**, paragraph **1.a.** is deleted and replaced by the following:

Our limit of insurance for "loss" will be the greater of the:

- a. Unpaid principal, less the amount of finance charges and overdue principal, outstanding under a finance agreement used solely to purchase the covered "auto" and its equipment; or
- b. Actual cash value of the damaged or stolen property as of the time of the "loss."

Our payment for "loss" will be reduced by any applicable deductible shown in the **SCHEDULE OF COVERED AUTOS AND COVERAGES**.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

2. In the event of a total loss to a covered "auto" of the private passenger type or a covered "auto" that is a light truck that has a "gross vehicle weight" (GVW) of 10,000 pounds or less, secured by an original lease agreement, **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance**, paragraph **1.a.** is deleted and replaced by the following:

Our limit of insurance for "loss" will be the greater of the:

- a. Amount due under the terms of the lease to which the covered "auto" is subject, but does not include:
  - (1) Overdue lease payments;
  - (2) Financial penalties imposed because of excessive mileage, use or wear and tear;
  - (3) Security deposits not refunded by the lessor; or
- b. Actual cash value of the damaged or stolen property as of the time of the "loss."

Our payment for "loss" will be reduced by any applicable deductible shown in the SCHEDULE OF COVERED AUTOS AND COVERAGES.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

3. The following is added to **SECTION V - DEFINITIONS**:

"Gross vehicle weight" (GVW) means the maximum loaded weight for which a single auto is designed, as specified by the manufacturer.

**J. EXPANDED COVERAGE FOR ELECTRONIC EQUIPMENT, PORTABLE GPS NAVIGATION DEVICES AND TELEMATICS DEVICES**

1. **SECTION III – PHYSICAL DAMAGE COVERAGE, Exclusion B.5** is deleted in its entirety and is replaced by the following:

5. Exclusions **4.c. and 4.d.** do not apply to portable GPS navigation devices, telematics devices or other equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

2. **SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance**, paragraph **1.b.** is deleted in its entirety and is replaced by the following:

b. The most we will pay for a portable GPS navigation device or telematics device in any one "loss" is \$2,500.

The most we will pay for all electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$2,500, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
- (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

This coverage applies only if the "auto" is shown in the Declarations as a covered "auto" for Comprehensive Coverage.

A deductible of \$100 applies to any one occurrence.

**K. WAIVER OF DEDUCTIBLE – GLASS REPAIR**

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible**:

For any "auto" shown in the Declarations as a covered "auto" for Comprehensive Coverage, no deductible will apply to glass damage if the glass is repaired rather than replaced.

**L. The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions:**

**Exclusion 3.a. Wear and tear, freezing, mechanical or electrical breakdown** does not apply to the accidental and unintended discharge of an airbag.

**M. SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions** is modified as follows:

1. Under condition **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, your obligation to give us prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you is notified of, or becomes aware of an "accident", claim, "loss" or "suit" and provides notice to us as soon as practicable.
2. Condition **5. Transfer Of Rights Of Recovery Against Others To Us** does not apply if subrogation is waived prior to the "accident" or "loss" under a written contract with that person or organization.

**N. SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** is modified as follows:

1. The following is added to condition **2. Concealment, Misrepresentation or Fraud**:

We will not deny coverage under this Coverage Form based solely on your unintentional failure to disclose any existing hazards to us prior to the inception date of this policy, or any new hazards you discover during the policy term.

2. The following condition is added:

**Two Or More Coverage Forms Or Policies Issued By Us:**

If a single "accident" results in "loss" that is covered under this Coverage Form and another coverage form or policy issued by us, only the highest applicable deductible between the coverage forms will apply.

All other terms and conditions remain unchanged.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
  - (a) With respect to liability arising out of the maintenance or use of that property; and
  - (b) Until your legal representative has been appointed.
- (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - (2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
  - a. You are an insured.
  - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
    - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
    - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
    - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

- (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.