

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2016

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 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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PRODUCER WA#877030	1-206-343-2323	CONTACT NAME:				
AssuredPartners of Washington AssuredPartners of Wash. Ins.		PHONE (A/C, No, Ext):	FAX (A/C, No):			
1325 Fourth Avenue, Suite 2100		E-MAIL ADDRESS:				
Seattle, WA 98101		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: CONTINENTAL WESTERN INS CO	10804			
INSURED		INSURER B: TRAVELERS PROP CAS CO OF AME	ER 25674			
Watson Furniture Group, Inc.		INSURER C: HARTFORD CAS INS CO	29424			
26246 Twelve Trees Lane NW		INSURER D :				
Poulsbo, WA 98370		INSURER E :				
FOULEDO, WA 90370		INSURER F:				

### COVERAGES CERTIFICATE NUMBER: 46872622 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	NSR ADDICTOR AND CONDITIONS OF COURT CERCICO. ENVIRONMENT HAVE BEEN REDUCED BY TAID CEARNO.							
LTR	TYPE OF INSURANCE	INSF	R WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
A	GENERAL LIABILITY	x	X	CPA6022532	09/01/15	09/01/16	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABIL	ITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	CLAIMS-MADE X OCC	CUR					MED EXP (Any one person)	\$10,000
	X Stop Gap						PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES P	PER:					PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY PRO- X LO	oc						\$
A	AUTOMOBILE LIABILITY	х	х	CPA6022532	09/01/15	09/01/16	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDU AUTOS	JLED					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OV AUTOS	VNED					PROPERTY DAMAGE (Per accident)	\$
	X Comp \$1,000 X Coll	\$1,000						\$
В	X UMBRELLA LIAB X OCC	CUR		ZUP15T0663615NF	09/01/15	09/01/16	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLA	IMS-MADE					AGGREGATE	\$ 10,000,000
	DED RETENTION\$							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W / N		52WECRY3953	05/09/16	05/09/17	X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUT OFFICER/MEMBER EXCLUDED?	TIVE Y/N N/A					E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below	w					E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Per the attached endorsement the following are included as additional insured:Lexington-Fayette Urban County Government (LFUCG)

30 days notice of cancellation; 10 days for non-payment
This insurance is primay & non-contributory with a waiver of subrogation

CERTIFICATE HOLDER	CANCELLATION
Lexington-Fayette Urban County Government (LFUCG)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 E Main St.	AUTHORIZED REPRESENTATIVE
Lexington, KY 40507 USA	David W Bacio

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

# COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

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

# A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to Paragraph **A.1.** Who Is An Insured of Section **II** - Covered Autos Liability Coverage:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

- This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

# B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **A.1.**, Who Is An Insured of Section **II** - Covered Autos Liability Coverage:

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 or-

ganization 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; and

- The following changes are made to ParagraphOther 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. EMPLOYEES AS INSUREDS

The following is added to Paragraph **A.1.** Who Is An Insured Section II - Covered Autos Liability Coverage:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. INCREASED COVERAGE - BAIL BONDS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph **A.2.a.(2)** is increased to \$5,000.

# E. INCREASED COVERAGE - LOSS OF EARN-INGS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph **A.2.a.(4)** is increased to \$1,000.

### F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply. This coverage is excess over any other collectable insurance.

# G. COVERAGE EXTENSION - TRANSPORTATION EXPENSES

Paragraph **A.4.a.** Transportation Expenses of Section **III** - Physical Damage Cover age is amended as follows:

1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.

- 2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.
- 3. It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement Coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

### H. EXTENDED COVERAGE - AIRBAGS

The following is added to Exclusion **B.3.a.** of Section **III** - Physical Damage Coverage:

However, this exclusion does not apply to the unintended discharge of an airbag.

This coverage is excess over any other collectible insurance or warranty providing such airbag coverage.

### I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III - Physical Damage Coverage, Paragraph C. Limits of Insurance.

- **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 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 purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

# J. GLASS REPAIR - NO DEDUCTIBLE

The following is added to Paragraph **D.** Deductible of Section **III** - Physical Damage Coverage:

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

K. INCREASED COVERAGE - ELECTRONIC EQUIPMENT

The \$1,000 limit indicated in Paragraph **C.1.b.** under Section **III** - Physical Damage Coverage is increased to \$2,500.

# L. EXTENDED COVERAGE - PERSONAL PROP-ERTY

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

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" and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The insurance provided by this coverage extension is excess over any other collectible insurance. The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision, personal property does not include and we will not pay for "loss" of currency, coins, securities or contraband.

No deductible applies to this coverage extension.

### M. TOWING

Paragraph **A.2.** Towing of Section **III** - Physical Damage Coverage, is replaced by the following:

If a private passenger type "auto" or light truck "auto" (0-10,000 Lbs. GVW) is provided both Comprehensive <u>and</u> Collision Coverage, we will pay up to \$150 for towing and labor costs incurred each time such "auto" is disabled. If a medium, heavy or extra-heavy truck or extra-heavy Truck-tractor "auto" (greater than 10,000 Lbs. GVW) is provided both Comprehensive <u>and</u> Collision Coverage, we will pay up to \$250 for towing and labor costs incurred each time such "auto" is disabled. However, the labor must be performed at the place of disablement.

# N. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph **A.4.** Coverage Extensions of Section **IV** - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and any are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage

# O. HIRED AUTO PHYSICAL DAMAGE COVER-AGE

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

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

- The most we will pay in any one "loss" is the lesser of:
  - a. The actual cash value of the "auto";
  - **b.** The cost to repair or replace the "auto"; or
  - **c.** \$100.000.
- 2. Paragraph 1. above is subject to a deductible. 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.

No deductible will apply to "loss" caused by fire or lightning.

- **3.** Hired Auto Physical Damage Coverage is subject to the following:
  - a. If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
  - **b.** Other than indicated in Paragraphs **a.** directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.
- **4.** In addition to the limit set forth in Paragraph **1.** above we will pay up to \$500 per day, to a maximum of \$3,500 per "loss" for:
  - a. Any costs or fees associated with the "loss" to a hired "auto"; and
  - **b.** Loss of use of the hired "auto", 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.

However, Paragraph **A.4.b.** Loss of Use Expenses under Section **III** - Physical Damage Coverage of the Business Auto Coverage Form does not apply.

# P. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

- 1. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
- **2.** No deductible applies to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following number of days:
  - **a.** The number of days when the covered "auto" has been repaired or replaced, or
  - **b.** 45 days.
- **4.** Our payment is limited to the lesser of the following amounts:
  - Necessary and actual expenses incurred; or
  - **b.** Not more than \$75 for any one day;
- 5. 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".
- **6.** This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 7. 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 of the Business Auto Coverage Form or any endorsements thereto

However, this provision does not apply to the extent that rental reimbursement is provided by separate endorsement to this policy.

### Q. DRIVE OTHER CAR COVERAGE

- The following is added to Section II Covered Autos Liability Coverage:
  - a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:
    - (1) You, if you are designated in the Declarations as an individual;
    - (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;

- (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
- (4) Your executive officers if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
- (5) The spouse of any person named in Paragraphs 1.a.(1). through 1.a.(4) while a resident of the same household:

## Except:

- (a) Any "auto" owned by that individual or by any member of his or her household.
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

# 2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

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

Any individual named in **1.a** above and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

### 3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in **Q.1.a.** above or his or her spouse while a resident of the same house-hold except:

- **a.** Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- 4. The most we will pay for the total of all damages under Covered Autos Liability Uninsured Motorists Coverage and Underinsured Motorists Coverage is the Limit Of Insurance shown in the Declarations as applicable to owned "autos".
- 5. 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 highest

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 \$250 for Comprehensive Coverage and \$500 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

#### 6. Additional Definition

As used in this **DRIVE OTHER CAR** Provision:

"Family member" means a person related to the individual named in 1.a. by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

# R. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

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

Your obligation to provide prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you to be responsible for insurance matters is notified of, or in any manner made aware of an "accident", claim, "suit" or "loss" and provides us such notice as soon as practicable

# S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

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

We waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" when you and such person or organization have agreed in writing in a contract or agreement to waive such right of recovery, provided:

- 1. Such written contract or agreement was:
- a. Made prior to the "accident" or "loss" resulting in the covered "bodily injury" or "property damage"; and
- **b.** Was in effect at the time of the covered "bodily injury" or "property damage".
- 2. The covered "bodily injury" or "property damage" must arise out of the operations specified in such written contract or agreement.
- **3.** At our request you must provide us with a copy of the aforementioned written contract or agreement.

# T. UNINTENTIONAL OMISSIONS

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

If you fail to disclose any hazards existing at the inception date of this policy, such failure will not

prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

### **U. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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

# GENERAL LIABILITY PLATINUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. MEDICAL PAYMENTS

If **SECTION I - COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

- The Medical Expense Limit provided by this policy, subject to the terms of SECTION III LIMITS
  OF INSURANCE, shall be the greater of:
  - a. \$10,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

# B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If damage to premises rented to you under **Coverage A.** is not otherwise excluded from this policy, the following applies:

 The last paragraph of SECTION I - COVERAGE A.2. Exclusions is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

- 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 any one premises, while rented to you or temporarily occupied by you with the permission of the owner.

- Paragraph 4.b.(1)(a)(ii) Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:
  - (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;
- 4. Paragraph 9.a. 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 sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

### C. LIMITED NON-OWNED WATERCRAFT

 Paragraph g.(2) of SECTION I - COVERAGE A.2. Exclusions is deleted and replaced by the following:

A watercraft you do not own that is:

- a. Less than 51 feet long; and
- b. Not used to carry persons or property for a charge.

#### D. SUPPLEMENTARY PAYMENTS

#### SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- 1. The limit of insurance in paragraph 1.b. is increased from \$250 to \$2,500; and
- 2. The limit of insurance in paragraph 1.d. is increased from \$250 to \$500.

# E. AUTOMATIC ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS - PRIMARY NON-CONTRIBUTORY

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

**e.** Any person or organization described below, when you are obligated by virtue of a written contract or agreement that such person be added as an additional insured on your policy.

When required by virtue of a written contract or agreement, coverage provided to any additional insured will be on a primary basis and will not seek contribution from the additional insured's policy.

Only the following persons or organizations are additional insureds under this endorsement:

(1) Managers Or Lessors Of Premises. The manager or lessor of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- **(b)** Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (2) Lessor Of Leased Equipment. Any person or organization 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).
  - However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (3) Vendors. Any person or organization, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - a. The insurance afforded the vendor does not apply to:
    - "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - 2. Any express warranty unauthorized by you;
    - 3. Any physical or chemical change in the product made intentionally by the vendor;

- Repackaging, unless 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;
- 5. 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;
- Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 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.
- **b**. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (4) State Or Political Subdivision Permits Or Authorizations Relating To Premises.

  Any state or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

When required by virtue of a written contract or agreement, coverage provided to any additional insured AUTOMATIC ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS - PRIMARY NON-CONTRIBUTORY will be on a primary basis and will not seek contribution from the additional insured's policy.

#### F. BROADENED NAMED INSURED - NEWLY ACQUIRED 180 DAYS

Paragraph 3. of SECTION II - WHO IS AN INSURED is deleted and replaced by the following:

Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or majority interest of more than 50% will be a Named Insured if there is no other similar insurance available to that organization. However:

- **a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. COVERAGE A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. COVERAGE B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

# G. AGGREGATE LIMITS OF INSURANCE

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your:

- 1. Projects away from premises owned by or rented to you.
- 2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

When paragraph **B. Construction Project General Aggregate Limit** on form CL CG 00 20 is a part of this policy, then paragraph **G. Aggregate Limits of Insurance** of this endorsement does not apply.

### H. KNOWLEDGE OF OCCURRENCE

The following is added to paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. A report of an "occurrence", offense, claim or "suit" to:
  - (1) You, if you are an individual,
  - (2) A partner, if you are a partnership,
  - (3) An executive officer, if you are a corporation, or
  - (4) A manager, if you are a limited liability company;
    - is considered knowledge and requires you to notify us of the "occurrence", offense, claim, or "suit" as soon as practicable.
- f. We are considered on notice of an "occurrence", offense, claim or "suit" that is reported to your Workers' Compensation insurer for an event which later develops into an "occurrence", offense, claim or "suit" for which there is coverage under this policy. However, we will only be considered on notice if you notify us as soon as you know the claim should be addressed by this policy rather than your Workers' Compensation policy.

#### I. UNINTENTIONAL OMISSIONS

The following is added to paragraph 6. Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

d. If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

# J. MENTAL ANGUISH

Paragraph 3. of SECTION V - DEFINITIONS is deleted and replaced by the following:

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

### K. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:

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

However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

Paragraph K. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS does not apply if another waiver of transfer of rights of recovery against others is endorsed separately to this policy.

# L. OTHER INSURANCE

When Coverage applies in this General Liability Enhancement Endorsement, no other coverage or limit of insurance in the policy applies to loss or damage insured by this coverage.

# M. NON-EMPLOYMENT DISCRIMINATION LIABILITY (DEFENSE WITHIN LIMITS)

The following is added to paragraph 14. "Personal and advertising injury" SECTION V - DEFINITIONS of COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

h. Non-employment discrimination.

Non-employment discrimination means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations. Non-employment discrimination does not include violation of civil rights arising out of past, present or prospective employment.

Our obligation under the **Personal and Advertising Injury Liability Coverage** to pay nonemployment discrimination liability damages on your behalf applies only to the amount of damages in excess of **\$5,000 deductible** as the result of any one offense regardless of the number of persons or organizations who sustain damages because of the offense.

The most we will pay for all damages for non-employment discrimination is \$15,000 annual aggregate. No other liability to pay sums or perform acts or services is covered.

Supplemental Payments - Coverages A and B do not apply to non-employment discrimination coverage.

# N. ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS OR OTHERS- AUTOMATIC, INCLUDING PRIMARY NON-CONTRIBUTORY

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 are obligated by virtue of a written 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 by your ongoing operations for the additional insured and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence or the negligence of those performing operations on your behalf.

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" included within the "products-completed operations hazard".

This insurance does not apply to any additional insured scheduled on your policy by separate endorsement

### 2. Limits of Insurance

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

#### 3. Exclusions

- A. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - 1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- **a.** Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- **b.** Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
- 2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications: and
  - **b.** Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or performed by or for the construction manager, its employees or its subcontractors in connection with your ongoing operations.
- B. "Bodily injury" or "property damage" occurring after:
  - All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - 2. 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.

# 4. Primary Non-Contributory

When required by virtue of a written contract or agreement, coverage provided to any additional insured by ADDITIONAL INSURED - OWNERS, LESSEES, CONTRACTORS OR OTHERS - ONGOING OPERATIONS - AUTOMATIC, INCLUDING PRIMARY NON CONTRIBUTORY will be on a primary basis and will not seek contribution from the additional insured's policy.