



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> McGowan Insurance Group, Inc. 355 Indiana Avenue Suite 200 Indianapolis IN 46204	<b>CONTACT NAME:</b> Kathy Hoyer <b>PHONE (A/C, No. Ext):</b> (317)464-5000 <b>E-MAIL ADDRESS:</b> kathyhoyer@mcgowaninc.com	<b>FAX (A/C, No):</b> (317)464-5001
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Green Wave Computer Recycling, LLC 9206 E. 33rd St. Indianapolis IN 46235	<b>INSURER A:</b> Harleysville Insurance <b>NAIC #</b> 14516	
	<b>INSURER B:</b> Accident Fund Insurance Co. of <b>10166</b>	
	<b>INSURER C:</b> Rockhill Insurance Company <b>28053</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MPA24644M	12/23/2016	12/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA24643M Hired Physical Damage \$80,000 Limit; \$1,000 ded	12/23/2016	12/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMB24645M	12/23/2016	12/23/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6079871	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Pollution Liability</b>			ENVP011251	10/13/2017	10/13/2018	Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The following apply when required by written contract: General Liability Additional insured per form CG7186(09/04); Waiver of Subrogation per form CG7346 (07/10) .

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Kathy Hoyer/HOYER 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING  
PRIOR TO THE LOSS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**, (Condition 8, under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is deleted and replaced with the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, we have no right to seek recovery of all or any part of such payment against any person or organization with whom the insured has agreed in writing prior to the loss not to seek recovery of such payments.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7186  
(Ed. 9-04)**

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

**GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

**1. EXPECTED OR INTENDED INJURY**

Exclusion a. of Section I – Coverage A is replaced by the following:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured.

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

**2. NON-OWNED AIRCRAFT**

Exclusion g. of Section I – Coverage A does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

**3. EXTENDED NON-OWNED WATERCRAFT**

Paragraph (2) of Exclusion g. of Section I – Coverage A is deleted and replaced with the following:

(2) A watercraft you do not own that is:

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

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

**4. PROPERTY DAMAGE LIABILITY – BORROWED EQUIPMENT**

Paragraph (3) and (4) of Exclusion j. of Section I – Coverage A do not apply to “property damage” to borrowed equipment.

The limit of insurance for “Borrowed Equipment” coverage provided by this section 4 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater. For purposes of this paragraph, “Borrowed Equipment” is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

## **5. PROPERTY DAMAGE LIABILITY - ELEVATORS**

Paragraph (6) of exclusion j. of Section I – Coverage A does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 5 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

## **6. FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE FROM FIRE PROTECTIVE SYSTEMS DAMAGE.**

- a. The last paragraph of Section I – Coverage A (after the exclusions) is replaced by the following:  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.
- b. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:
  - (1) The Limits of Insurance section of the declarations of the Commercial General Liability Coverage Form; and
  - (2) Paragraph 6. of Section III Limits of Insurance; and
- c. The Damage to Premises Rented to You limit in paragraph 6. of Section III Limits of Insurance is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of Section III Limits of Insurance. This new Damage Limit is the greater of \$300,000 or the amount shown in the declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of Section III Limits of Insurance, under Coverage A for damages because of “property damage” to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

## 7. MEDICAL PAYMENTS

If Coverage C – Medical Payments Coverage is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of Section III Limits of Insurance, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

## 8. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – Section I Coverage A and B are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$400 a day because of time off from work.

## 9. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed, under a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
  - (1) “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;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (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;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - a. The exceptions contained in Subparagraphs (4) or (6); or
    - b. 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.
- 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.

## 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 4. a. of Section II – Who Is An Insured, 90<sup>th</sup> day is changed to 180<sup>th</sup> day.

- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

## **11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added under paragraph 6. of Section IV – CONDITIONS,

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

## **12. ADVERTISING INJURY REDEFINED**

Paragraphs 14. d. and e. of Section V – Definitions are amended by the following:

- 1. Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:
  - d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
  - e. Oral, written, televised or videotaped publication of material that violates a person’s right to privacy;

Paragraphs b. and c. of 2 Exclusions under Coverage B – Personal and Advertising Injury Liability are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

## **13. MENTAL ANGUISH – BODILY INJURY REDEFINED**

The definition of “bodily injury” in Section V – Definitions is replaced by the following:

“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.

## **14. INCIDENTAL MEDICAL MALPRACTICE LIABILITY**

- a. Paragraph 2.a.(1)d. of Section II – Who Is An Insured does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This provision does not apply if you are engaged in the business or occupation of providing professional health care services.

## **15. INSURED CONTRACT**

Paragraph 9. of Section V – Definitions is replaced by the following:

- 9. “Insured contract” means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;



- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## **16. MOBILE EQUIPMENT REDEFINED**

Under Section V – Definitions, Item 12, Paragraph f. (1) (a) (b) (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## **17. PERSONAL INJURY – BROAD FORM**

- a. Paragraph 14. b. of Section V – Definitions is replaced by the following:
  - b. Malicious prosecution or abuse of process;
- b. Definition 14 of Section V – Definitions is amended by the addition of the following:
  - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not the result of acts or omissions of:
      - (a) The insured;
      - (b) Any executive officer, director, stockholder, partner or member of the insured; or
      - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
    - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.
- c. Paragraphs a. and b. above do not apply if Coverage B. Personal and Advertising Injury Liability is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

## **18. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

This provision does not apply to any written contract formed or executed after performance has begun.

## **19. LIBERALIZATION**

If we revise this endorsement to provide more 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.

## **20. NO DUPLICATION OF BENEFITS**

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

COMMERCIAL GENERAL LIABILITY  
CG 20 34 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED  
EQUIPMENT – AUTOMATIC STATUS WHEN  
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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.

**B.** 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.



POLICY NUMBER: BA00000024643M

COMMERCIAL AUTC

CA-7200  
(Ed. 12-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

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

**Schedule**

The premium for this endorsement is \$ 178

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SUMMARY OF COVERAGES****I. Section II – Liability Coverage**

- A. Broad Form Insured
- B. Employees as Insureds
- C. Liability Coverage Extensions – Supplementary Payments
- D. Prejudgment Interest Coverage
- E. Amendment of Fellow Employee Liability Exclusion
- F. Additional Insured by Contract, Permit or Agreement

**II. Sections III and IV – Physical Damage Coverage**

- A. Hired Car Physical Damage
- B. Physical Damage Coverage Extensions
  - a. Transportation Expenses
  - b. Loss of Use Expenses
  - c. Extra Expense
- C. Personal Effects Coverage
- D. Accidental Discharge of Airbag
- E. Lease/Loan Gap Coverage
- F. Deductible Amendments
- G. Towing and Labor
- H. Rental Reimbursement

**III. Sections IV and V – Conditions**

- A. Notice of and Knowledge of Occurrence
- B. Unintentional Failure to Disclose Hazards
- C. Hired Car – Coverage Territory
- D. Waiver of Subrogation

**IV. Sections V and VI – Definitions**

- A. Mental Anguish
- B. Additional Definitions

**V. Cancellation Conditions**

**I. SECTION II – LIABILITY COVERAGE** is amended as follows:

**A. BROAD FORM INSURED**

Paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

1. For covered “autos”, the Named Insured shown in the Declarations is amended to include:

- a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an “insured” under any other automobile policy or would be an “insured” under such a policy but for its termination or the exhaustion of its Limits of Insurance.
- b. Any organization that is newly acquired or formed by you during the policy period and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an “insured” under any other automobile policy,
  - (3) That has exhausted its Limits of Insurance under any other automobile policy, or
  - (4) That has been acquired or formed by you for more than 180 days unless you have given us written notice of the acquisition or formation by the end of such 180 day period or the end of the policy period, whichever occurs first.

Coverage does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization, or an “accident” that occurs before or after the end of the policy period.

**B. EMPLOYEES AS INSUREDS**

For covered “autos”, paragraph 1. of the BUSINESS AUTO COVERAGE FORM and paragraph 3. of the GARAGE COVERAGE FORM, under **Coverage A – Who Is An Insured**, are amended as follows:

Any “employee” of yours while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

**C. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS**

Supplementary Payments (2) and (4) under paragraphs **A.2.a** of the BUSINESS AUTO COVERAGE FORM and **A.4.a** of the GARAGE COVERAGE FORM, are replaced by the following:

- (2) Up to \$2,500 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.
- (4) 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. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to **Section II, LIABILITY COVERAGE, Supplementary Payments** under items **A.2.a.** of the BUSINESS AUTO COVERAGE FORM and **A.4.a.** of the GARAGE COVERAGE FORM:

- (7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**E. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION**

Paragraph **B.5. Exclusions – Fellow Employee** does not apply if the “bodily injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

**F. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

The following is added to **A.1. Who Is An Insured** of **Section II – Liability Coverage** of the BUSINESS AUTO COVERAGE FORM and **A.3.a.** and **A.3.b.** if **Section II – Liability Coverage** of the GARAGE COVERAGE FORM:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a “bodily injury” or “property damage” occurrence is an “insured” for liability coverage. However, with respect to covered “autos”, such person or organization is an insured only to the extent that person or organization qualifies as an “insured” under **A.1. Who is an Insured** of **Section II – Liability Coverage** of the BUSINESS AUTO COVERAGE FORM or **A.3.** of **Section II – Liability Coverage** of the GARAGE COVERAGE FORM.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.