

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CONTRACTORS GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

This schedule is provided only as a convenience. It should not be assumed to provide a reference to every provision that can affect a question, claim or coverage. To determine the full scope of coverage and pertinent restrictions and exclusions, the policy, including endorsements, must be read in its entirety.

- A. Reasonable Force – Bodily Injury Or Property Damage**
- B. Aircraft, Auto or Watercraft**
- C. Damage To Premises Rented To You**
- D. Property damage care, custody or control**
- E. Lost Key Coverage**
- F. Supplementary Payments**
- G. Newly Acquired Or Formed Organizations**
- H. Additional Insured – Owner, Manager or Lessor Of Premises Or Leased Equipment**
- I. Additional Insured – State or Political Subdivisions – Permits Related to Premises or Operations**
- J. Unnamed Partnership Or Joint Venture**
- K. General Aggregate Limit – Per Project or Per Location**
- L. Damage To Premises Rented To You Limit**
- M. Knowledge And Notice Of Occurrence Or Offense**
- N. Unintentional Omission**
- O. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**
- P. Amended Bodily Injury Definition**
- Q. Amended Insured Contract Definition**

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Reasonable Force – Bodily Injury Or Property Damage

Paragraph **2.a. Exclusions; Expected Or Intended Injury**, is deleted and replaced by the following:

a. Expected or Intended Injury

“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.

B. Aircraft, Auto or Watercraft

1. Paragraph **2.g.(2) Exclusions; Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

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

- (a) Up to seventy-five (75) feet long; and
- (b) Not being used to carry persons or property for a charge;

2. The following is added to the exceptions to the exclusions:

(6) Any non-owned aircraft chartered to you with a crew including a pilot.

3. The following is added to paragraph **2.g.**:

Only as respects to the insurance provided by this provision, **Section II - Who Is An Insured** is amended to include as an insured any person who, with your express consent uses a watercraft owned by you.

The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on

any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

C. Damage To Premises Rented To You

The last paragraph of **2. Exclusions** is deleted and replaced by the following:

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

This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

D. Property damage care, custody or control

1. The following is added to Exclusion **2 j.** :

Paragraphs **(4), (5)** and **(6)** do not apply for the limited purpose of providing the sub-limits of liability set forth below.

2. We will pay those sums that the insured becomes legally obligated to pay as damages arising out of “property damage” to:

- a. Personal property in the care, custody or control of the insured;
- b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; and
- c. That particular part of any property that must be restored repaired or replaced because “your work” was incorrectly performed on it.

The most we will pay under **a, b,** and **c.** above in any one “occurrence” is a sub-limit of \$50,000. The most we will pay for all damages during any one policy period is \$100,000.

These limits are included in and not in addition to The Limits of Insurance shown

in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under this coverage ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

E. Lost Key Coverage

1. Coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. The most we will pay for "loss" arising out of any one "occurrence" is \$10,000.
3. The following definition is added:

"Loss" means unintentional physical damage or destruction to tangible property, including theft or disappearance. Tangible property does not include money or securities.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

F. Supplementary Payments

Paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Bodily Injury Liability 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 \$500 a day because of time off work.

SECTION II – WHO IS AN INSURED

G. Newly Acquired Or Formed Organizations

The following replaces Paragraph 3.:

3. 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, will qualify as 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 one hundred eightieth (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; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

H. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

The following paragraph is added:

4. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:
 - a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you have entered into that contract or agreement; and
 - (1) Only if the "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf,

and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

(2) The “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

b. The insurance provided to such additional insured under this provision is subject to the following:

(1) The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and

(2) The insurance afforded to such additional insured does not apply:

(a) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you cease to be a tenant in that premises;

(b) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

(c) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

(d) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after the equipment lease expires; or

(e) If the equipment is leased with an operator.

c. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

I. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

The following paragraphs are added:

5. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

6. Any state or political subdivision that has issued a permit, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

a. “Bodily injury”, “property damage” “personal and advertising injury” arising out of operations performed for that state or political subdivision; or

b. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

J. Unnamed Partnership Or Joint Venture

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

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

or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Declarations; and
 - b. In which you are a member or partner but only if:
 - (1) Each and every member or partner in that joint venture or partnership is not a construction contractor; and
 - (2) The joint venture or partnership is not providing construction contracting services.
2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.
 3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis.

SECTION III – LIMITS OF INSURANCE

K. General Aggregate Limit – Per Project Or Per Location

1. **General Aggregate Limits Of Insurance Per Project**
 - a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single 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, 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 for damages or under Coverage C 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 single 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 applicable Construction Project General Aggregate Limit

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single construction project.

- a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Construction Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
 4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 5. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated
2. **General Aggregate Limits Of Insurance – Per Location**
 - a. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single "location".
 - (1) A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - (2) The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, 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** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other single designated "location".
 - (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 applicable Location General Aggregate Limit.
 2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to operations at a single "location":
 - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Location General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Location General Aggregate Limit.
4. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"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.
5. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

L. Damage To Premises Rented To You Limit

Paragraph 6. is deleted and replaced by the following:

6. Subject to paragraph 5. above, which ever applies, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, explosion, lightning, smoke resulting from such fire; or water while rented to you or temporarily occupied by you with permission of the owner.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

M. Knowledge And Notice Of Occurrence Or Offense

Paragraph 2.a. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced by the following:

- a. Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of

your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

To the extent possible, notice should include:

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

N. Unintentional Omission

The following is added to paragraph 6. **Representations:**

However, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our

right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

O. 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**:

However, we waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury and advertising injury" arising out of:

- a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
- b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- c. Your "work"; or
- d. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

SECTION V - DEFINITIONS

P. Amended Bodily Injury Definition

Paragraph **3.** is deleted and replaced by the following:

- 3. "Bodily injury" means injury to the body, sickness, disease, or death. "Bodily injury" also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

Q. Amended Insured Contract Definition

- 1. Paragraph **9.a.** 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 water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- 2. Paragraph **9.c.** is deleted and replaced by the following:
 - c. Any easement or license agreement
- 3. Subsection **9.f.(1)** is deleted. 4. The following is added to the end of paragraph **9.:** The insurance provided by the above definitions of "Insured Contract" shall be excess over any valid and collectible Railroad Protective Liability insurance available to an insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.