



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Policy Number: 88A5GL0000843

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the *Other Insurance Condition* and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 88A5GL0000843

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Person Or Organization:

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -  
Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above  
because of payments we make for injury or damage arising out of your ongoing operations or "your work" done  
under a contract with that person or organization and included in the "products-completed operations hazard".  
This waiver applies only to the person or organization shown in the Schedule above.

© ISO Properties, Inc.

©Insurance Services Office, Inc.  
©2011 VeriCare, Inc. All Rights Reserved.

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

## **CONSTRUCTION AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to the coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A. Under **SECTION I – COVERED AUTOS**, paragraph C. **Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is amended by the addition of the following:

**Temporary Substitute Auto Physical Damage**

If Physical Damage coverage is provided under the Business Auto Coverage Form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the express or implied permission of its owner. Such "auto" must be used as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, service, "loss" or destruction.

- B. Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** is amended by the addition of the following:

**Who Is An Insured – Extended Coverage**

Any legally incorporated entity of which you own more than 50 percent of the voting stock on the effective date of this policy if there is no similar insurance available to that organization. However, the Named Insured does not include any organization that:

- (1) Is a partnership or joint venture;
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other policy.

Paragraph (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock is also an "insured". This automatic coverage is afforded only for 180 days from the date of the acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization; or
- (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**Employees As Insureds**

Any "employee" of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Insurance provided by this endorsement is excess over any other collectible insurance available to any "employee".

**Additional Insured By Contract, Agreement Or Permit**

Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed by a written contract, agreement or permit issued to you by governmental or public authority to add such person or organization, or governmental or public authority, to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement or after the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf.

- C. Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Supplementary Payments** Paragraphs 2.a.(2) and 2.a.(4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic 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. Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire and arises out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

The insurance provided under this provision D. is excess over any other collectible insurance.

- E. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. Towing** is replaced by the following:

**Towing And Labor**

If Physical Damage Coverage is provided under the Business Auto Coverage Form for an "auto" you own, we will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, light truck or medium truck is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For light trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less as defined by the manufacturer as the maximum loaded weight the "auto" is designed to carry, we will pay up to \$50 per disablement.
- c. For medium trucks that have a gross vehicle weight (GVW) of 10,001-20,000 pounds as defined by the manufacturer as the maximum loaded weight the "auto" is designed to carry, we will pay up to \$150 per disablement.

However, the labor must be performed at the place of disablement.

- F. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4.a. Coverage Extensions - Transportation Expenses** is amended to provide a limit of \$100 per day to a maximum of \$3,000.

- G. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage are provided under the Business Auto Coverage Form



for any "auto" you own, then Physical Damage coverage is extended to "autos" you hire, rent or borrow, subject to the following:

- (a) The most we will pay for "loss" in any one "accident" is the lesser of:
  - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.
- (b) Subject to the limit of insurance, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- (c) Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident" for which you are legally liable and the lessor incurs an actual financial loss.
- (d) An adjustment for depreciation and physical condition will be made in determining the actual cash value of a "total loss". This adjustment is not applicable in Texas.
- (e) If a repair or replacement results in better than like kind and quality, we will not pay for the amount of betterment.
- (f) This coverage extension does not apply to:
  - (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

The insurance provided under this provision G. is excess over any other collectible insurance.

For the purposes of this endorsement, a "total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

- H. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A. Coverage** is amended by the addition of the following:

**Rental Reimbursement**

We will pay up to \$100 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of an "accident" or "loss" to a covered "auto". We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto".

Rental Reimbursement will be on the rental of a comparable vehicle, which may be substantially less than \$100 per day and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum period of 30 days.

We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".

This coverage does not apply while there are spare or reserve "autos" available to you for your use and operation.

If the "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 under **SECTION III – PHYSICAL DAMAGE, Paragraph A.4. Coverage Extension** of the Business Auto Coverage Form.

No deductible applies to this coverage.

For the purposes of this endorsement, tools and equipment does not include "personal effects".

**Extra Expense – Broadened Coverage**

We will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

**Personal Effects Coverage**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of deductible, up to \$600 for "personal effects" stolen with the "auto".

For the purposes of this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

The insurance provided under this provision H. is excess over any other collectible insurance.

- I. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, Exclusions Paragraph 5.a.** is deleted and replaced by the following:

**a. Audio, Visual And Electronic Equipment Coverage**

Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If a "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

- J. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph B. Exclusions** is amended by the addition of the following:

**Airbag Coverage**

If you have purchased Comprehensive Or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

- K. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance Paragraph 1.** is amended to include the following:

**Original Equipment Manufacturer Parts Replacement**

However, if the covered "auto" has less than 25,000 miles on its odometer at the time of the loss and was purchased new by the insured within the last 24 months, we will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new original equipment manufacturer replacement parts. This applies only if the damaged parts cannot be repaired.

- L. Under **SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C. Limits of Insurance** is amended by the addition of the following:

**1. Loan/Lease Gap Coverage**

a. The most we will pay for a "total loss" in any one "accident" is the greater of the:

- (1) Balance due under the terms of the loan or lease to which the covered "auto" is subject at the time of the "loss" less the amount of:
- (a) Overdue payments and financial penalties associated with those payments as of the date of the "loss";
  - (b) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;

- (c) Costs for extended warranties, Credit Life Insurance, or Health, Accident or Disability Insurance purchased with the loan or lease;
- (d) Transfer or roll-over balances from previous loans or leases;
- (e) Final payments due under a "balloon loan";
- (f) The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
- (g) Security deposits not refunded by a lessor;
- (h) All refunds payable to or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
- (i) Any amount representing taxes; or
- (j) Loan or lease termination fees; or

(2) The actual cash value of the covered "auto" as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

**b. Additional Condition**

This coverage applies only to the:

- (1) Original loan for which the covered "auto" serves as collateral; or
- (2) Lease written on a covered "auto".

**c. Additional Definitions**

For the purposes of this endorsement:

- (1) "Balloon loan" means a loan with periodic payments that are not enough to fully repay the entire amount of the balance, resulting in a large final payment.
- (2) "Total loss" means a loss in which the cost of repairs plus the salvage value exceeds the actual cash value.

**2. Waiver Of Depreciation – Private Passenger Vehicle**

If we deem a covered "auto" of the private passenger type to be a total "loss" within 90 days of your purchase of the "auto", and it has not been previously titled under the motor vehicle laws of any state, at our option we may:

- a. Replace the covered "auto" with a new "auto" of like make, model and year; or
- b. Pay you an amount equal to the cost of the covered "auto" as purchased new, including taxes. This coverage does not apply to a leased "auto".

**M. Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph D. Deductible is amended by the addition of the following:**

**Glass Repair – Waiver Of Deductible**

No deductible for a covered "auto" applies to glass damage if the glass is repaired rather than replaced.

**Two Or More Deductibles**

If this Coverage Form and any other coverage form or policy issued to you by us or any company affiliated with us applies to the same "accident", the following provisions apply:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived.
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.
- c. If the "loss" involved two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

N. Under SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is deleted and replaced by the following:

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members or legal representatives are aware of the "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by other "employees" does not imply you also have such knowledge.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "accident" or "loss".

O. Under SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.2. Concealment, Misrepresentation Or Fraud is amended by the addition of the following:

**Unintentional Failure To Disclose Hazards**

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date of the Business Auto Coverage Part, concerning:

- a. The Coverage Form;
  - b. The covered "auto";
  - c. Your interest in the covered "auto"; or
  - d. A claim under this Coverage Form,
- the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

P. Under SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B.5. Other Insurance is amended by the addition of the following:

**Autos Rented By Employees**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

Q. Under SECTION IV – BUSINESS AUTO CONDITIONS, Condition B.7. Policy Period, Coverage Territory, Paragraph b.(5) is deleted and replaced by the following:

- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less,

R. SECTION V – DEFINITIONS is amended as follows:

**1. Definition C. Bodily Injury** is deleted and replaced by the following:

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

S. **COMMON POLICY CONDITIONS** is amended as follows:

**Extended Cancellation Condition**

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision S. does not apply in those states which require more than 60 days prior notice of cancellation.