

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

Various provisions in this endorsement modify coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the declarations. The words "we," "us" and "our" refer to the company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

SCHEDULE

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| Medical Payments | Increased to \$10,000 per person (unless excluded) |
| Supplementary Payments | |
| Bail Bonds | Up to \$2500 |
| Loss of Earnings | Up to \$300 a day |
| Damage to Premises Rented to You | Broadened perils |
| Non-Owned Watercraft | Increased to 51 feet long |
| Non-Owned Aircraft | If rented or loaned with a paid crew |
| Property Damage from Elevator Use | Included |
| Broadened Definition of Insured | Included |
| Mental Anguish Resulting from Bodily Injury | Included |
| Advertising Injury from Televised or Videotaped Material | Included |
| Broadened Definition of Mobile Equipment | Included |
| Per Location and Per Project Aggregates | Included |
| Additional Insured - Managers or Lessors of Premises | Included |
| Additional Insured - Vendors (Limited) | Included |
| Revised Exclusion for Expected or Intended Injury | Included |
| Property Damage to Borrowed Equipment | Up to \$10,000 per "occurrence" |
| Property Damage to "Customers' Goods" | Up to \$10,000 per "occurrence" |
| Medical Personnel Coverage | Up to \$100,000 per "occurrence" if no other coverage form applies |
| Waiver of Transfer of Rights of Recovery | Included |
| Duties in the Event of "Occurrence", Claim or "Suit" | Included |
| Unintentional Failure to Disclose Hazards | Included |
| Liberalization | Included |

I. Medical Payments

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

SECTION III, LIMITS OF INSURANCE, paragraph 7 is deleted in its entirety and replaced by the following:

7. Subject to paragraph 5., Section III, Limits of Insurance, the Medical Expense Limit is equal to the Medical Expense Limit stated in the Declarations subject to a minimum of \$10,000 and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

II. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, paragraphs 1.b and 1.d are deleted in their entirety and replaced by the following:

SECTION III, LIMITS OF INSURANCE, paragraph 7 is deleted in its entirety and replaced by the following:

- b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use 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 \$300 a day because of time off from work;

III. DAMAGE TO PREMISES RENTED TO YOU

- A. SECTION I - COVERAGE A, 2, Exclusions is amended to delete the last paragraph and is 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.

- B. SECTION III - LIMITS OF INSURANCE, paragraph 6 is deleted in its entirety and replaced by the following:

6. Subject to Section III. 5, 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 case of damage by fire, lightning, explosion, smoke, or leaks from automatic sprinkler protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4.b.(1) (b) is deleted and replaced by the following:

- (b) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- D. SECTION V - DEFINITIONS, 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 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";

IV. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU WITH A CREW

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion g. - Aircraft, Auto or Watercraft, paragraph (2), is deleted in its entirety 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 to carry persons or property for a charge.

The following is added to g.

(6) An aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in (2) (a) and (b) or (6) above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

V. PROPERTY DAMAGE COVERAGE ARISING OUT OF ELEVATOR USE

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion j. is amended to include the following:

Paragraphs (3), (4) and (6) shall not apply to liability arising out of the use of elevators.

If other valid and collectible insurance applies to a loss because of "property damage" arising out of the use of elevators, this Coverage Form shall apply excess of the other insurance, whether this other insurance is primary, excess, contingent, or issued on any other basis.

VI. WHO IS AN INSURED

SECTION II, WHO IS AN INSURED, is amended by the following:

A. Paragraph 2. Is amended to include the following as insureds:

- e. Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already an insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

B. Newly Acquired or Formed Organizations

Paragraph 4.a. is deleted in its entirety and replaced with the following:

a. Coverage for your newly acquired or formed organization shall be:

- 1. Effective on the date of acquisition or affirmation; and
- 2. Afforded until the end of the policy period of this Coverage Form or the next anniversary of its inception date, whichever is earlier, provided that you notify us in writing before the earlier date, informing us of the newly acquired or formed organization.

VII. MENTAL ANGUISH COVERAGE THAT RESULTS FROM BODILY INJURY

SECTION V, DEFINITIONS, Item 3, Bodily Injury, is deleted in its entirety and replaced with the following:

3. "Bodily injury" means:
 - a. Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
 - b. Death resulting from bodily injury, sickness or disease.

VIII. ADVERTISING INJURY

A. SECTION V, DEFINITIONS, Item 14, Personal and Advertising Injury, paragraphs d. and e. are deleted in their entirety and replaced with the following:

- d. Oral, written or professionally produced televised or videotaped publication of material in any manner that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
- e. Oral, written or professionally produced televised or videotaped publication of material in any manner that violates a person's right to privacy;

B. SECTION I - COVERAGES, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY, Exclusions b. and c. are deleted in their entirety and replaced with the following:

- b. "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material in any manner, if done by you or at your direction with knowledge of its falsity;
- c. "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

IX. MOBILE EQUIPMENT

SECTION V. DEFINITIONS, Item 12, Mobile Equipment, paragraph f.(1) is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

X. PER LOCATION AND PER PROJECT AGGREGATES

SECTION III, LIMITS OF INSURANCE, is amended to add the following:

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a covered "location" or covered construction project:

1. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Location or Per 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 Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage 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 Per Location or Per Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a covered "location" or covered project:

- 1. 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
- 2. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.

C. 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 Per Location or Per Project General Aggregate Limit.

D. For the purposes of this section of this endorsement, "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.

E. If the applicable covered 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.

F. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

XI. ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (SECTION II) is amended to include as an additional insured any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations. The following additional exclusions apply:

This insurance does not apply to"

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization who leases to you or manages property you rent or lease.

XII. ADDITIONAL INSUREDS - VENDORS (LIMITED)

The following provision applies only if the policy to which this endorsement is attached provides insurance for "bodily injury" and "property damage" included in the "products-completed operations hazard":

WHO IS AN INSURED (SECTION II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agree in 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:

1. The insurance afforded the vendor does not apply to:
 - a. "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;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. 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;
 - e. 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;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. 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;
 - h. Any failure to maintain the product in a merchantable condition; or
 - i. "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:
 - (1) The exceptions contained in subparagraphs d. or f.; or
 - (2) 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.
2. 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.

XIII. Exclusion 2.a. of SECTION I - COVERAGES, COVERAGE A is deleted in its entirety and 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.

XIV. PROPERTY DAMAGE - BORROWED EQUIPMENT

A. Paragraph (4) of Exclusion j. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and
2. Away from an insured's premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is \$10,000 per "occurrence".

XV. PROPERTY DAMAGE - "CUSTOMERS' GOODS"

A. Paragraphs (3), (4), and (6) of Exclusion j. of SECTION I - COVERAGES, COVERAGE A does not apply to "property damage" to "customer's goods" while on your premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to customer's goods is \$10,000 per "occurrence".

XVI. MEDICAL PERSONNEL COVERAGE

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

The following is added to SECTION I - COVERAGES, COVERAGE A - Bodily Injury and Property Damage Liability - Insuring Agreement:

A. We will pay those sums that the insured becomes legally obligated to pay as a result of an "occurrence" arising out of your employed registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic performing professional health care services. This applies only to those professional health care services arising out of duties related to the conduct of your business. The registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic must be your "employee".

B. SECTION II - WHO IS AN INSURED is amended to include the above designated "employees" for acts within the scope of their employment by you while performing duties related to the conduct of your business including duties arising out of his or her providing or failure to provide professional health services.

C. SECTION III - LIMITS OF INSURANCE is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under Medical Personnel coverage is \$100,000 for all professional health services sustained by any one person.

XVII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item 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 agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights 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". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

XVIII. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 2., Duties in the Event of Occurrence, Claim or Suit, is amended to include the following:

- e. Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives becomes aware of or should have become aware of such "occurrence", offense, claim or "suit".

XIX. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

- 10. Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of the Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

XX. LIBERALIZATION

SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

- 11. If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

XXI. DEFINITIONS

The following definition is added:

"Customers' goods" mean tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" do not include:

- A. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- B. Animals;
- C. Contraband, or property in the course of illegal transportation or trade;

- D. Personal property while airborne or waterborne;
- E. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- F. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at the described premises;

G. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).