



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2023

11/28/2023

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 have ADDITIONAL INSURED provisions or 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> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Berkley National Insurance Company			38911
<b>INSURER B:</b> ACE American Insurance Company			22667
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES** GRAIN01      **CERTIFICATE NUMBER:** 20090567      **REVISION NUMBER:** XXXXXXXX

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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	TCP 7024348-10	10/20/2023	10/20/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded <input checked="" type="checkbox"/> Coll \$1,000 Ded	Y	N	TCP 7024348-10	10/20/2023	10/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	TCP 7024348-10	10/20/2023	10/20/2024	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC 7024349-10	10/20/2023	10/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Prof E&O/Cyber Liab	N	N	F16817867 001	12/15/2022	12/15/2023	\$5M per claim / \$5M aggregate	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 Re: Snohomish County Planning & Development Services is an Additional Insured with respect to Liability arising out of the operations of the insured and to the extent provided by the policy language or endorsements issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement or policy language.  
 Insurance provided to Additional Insured is primary and non-contributory as per the attached endorsements or policy language.

## APPROVED

By Sheila Barker at 7:30 am, Nov 29, 2023

**CANCELLATION** See Attachments

**20090567**  
 Snohomish County Planning & Development Services  
 3000 Rockefeller Avenue, M/S 604  
 Everett WA 98201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


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00 - Insurer: ACE American Insurance Company  
Type of Insurance: Technology E&O / Cyber Liability  
Policy Number: F16817867 001  
Policy Eff Date: 12/15/2022  
Policy Exp Date: 12/15/2023  
Limit: \$5,000,000  
Retention: \$250,000

01 - Insurer: Arch Specialty Insurance Company  
Type of Insurance: Excess Technology E&O / Cyber Liability  
Policy Number: C-4LPX-250837-CEPMM-2022  
Policy Eff Date: 12/15/2022  
Policy Exp Date: 12/15/2023  
Limit: \$5,000,000 excess of \$5,000,000

02 - Insurer: Canopus US Insurance  
Type of Insurance: Excess Technology E&O / Cyber Liability  
Policy Number: CYT27220120  
Policy Eff Date: 12/15/2022  
Policy Exp Date: 12/15/2023  
Limit: \$5,000,000 excess of \$10,000,000

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

## GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

#### SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured — Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured — Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non- contributory	N.	Damage to Premises Rented To You
D.	Additional Insured — Vendors	O.	Medical Payments
E.	Additional Insured — Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property — Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

#### **A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT**

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

#### **B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES**

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

### **C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

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

### **D. ADDITIONAL INSURED - VENDORS**

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business. The insurance provided to such vendor is subject to the following provisions:
  1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  2. The insurance provided to such vendor does not apply to:
    - a. Any express warranty not authorized by you;
    - b. Any change in "your products" made by such vendor;
    - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
    - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
    - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
    - f. "Your 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 on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

### **E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT**

Under **Section II - Who Is An Insured** the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

### **F. AGGREGATE LIMIT PER LOCATION**

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

**2. Section V - Definitions** the following is added:

"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.

**G. AMATEUR ATHLETIC PARTICIPANTS**

Under **Section II - Who Is An Insured** the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

**1. "Bodily injury" to:**

- a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or

**2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:**

- a. A co-participant, your "employee" or "volunteer worker"; or
- b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

**H. BODILY INJURY**

Under **Section V - Definitions** the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

**I. BROADENED NAMED INSURED**

Under **Section II - Who Is Insured** the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

**J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

**1. Under Section I - Coverages Coverage A Bodily Injury and Property Damage Liability paragraph 2. Exclusions item j. Damage To Property** is amended as follows:

- a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
- b. The exclusions for:
  - (1) Property loaned to you;
  - (2) Personal property in the care, custody or control of the insured; and
  - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

**2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".**

**3. Under Section V - Definitions** the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

- a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions** the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

#### K. GOOD SAMARITAN SERVICES

1. **Section II - Who Is Insured**

2. item d. the following is added:

This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".

3. Under **Section V - Definitions** the following definition is added

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

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

Under **Section IV - Commercial General Liability Conditions** paragraph **2. Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:

- a. Notify us of an "occurrence" offense, claim or "suit"; and
- b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.

2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

#### M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages Coverage A Bodily Injury And Property Damage Liability** paragraph **2. Exclusions** item a. **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.

#### N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**

2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs (1) (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**

3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph 4. **Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

**(ii)** That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;

5. Subparagraph **a.** of Definition 9. "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

#### **O. MEDICAL PAYMENTS**

1. Under **Section I - Coverages Coverage C Medical Payments** paragraph **1. Insuring Agreement** the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

#### **P. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages Coverage A Bodily Injury and Property Damage Liability** item **2. Exclusions** item **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft that is:
  - a. Hired, chartered or loaned with a paid crew; and
  - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

#### **Q. NON-OWNED WATERCRAFT**

1. Under **Section II - Who Is Insured** is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

  - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability** the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

**R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured** item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

**S. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

**T. UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions** paragraph **6. Representations** the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**U. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions** paragraph **8. Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following form:

## BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

<b>SCHEDULE</b>	
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included
Leased Auto Coverage	Included
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included
Supplementary Payments - Bail Bonds	\$5,000
Supplementary Payments - Loss of Earnings	\$1,000 - Per Day
Fellow Employee	Included
Physical Damage Coverage Extensions - Towing	\$200 - Any Auto
Physical Damage Coverage Extensions - Glass Breakage	No Deductible
Physical Damage Coverage Extensions - Transportation Expenses	\$100 - Per Day \$3,000 - Maximum
Hired Auto Physical Damage Coverage	\$100 - Per Day \$3,000 - Maximum
Total Theft of a Covered Auto	\$500 - Personal Items \$1,000 - Reasonable Expenses to Return Stolen Auto
Auto Loan / Lease Gap Protection	Included
Customization Coverage	\$2,000
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000
Rental Reimbursement Coverage	\$100 per day up to 30 days \$500 for reasonable expenses to remove and replace your materials and equipment
Accidental Discharge - Airbag Coverage	Included
Original Equipment Manufacturer OEM Part Replacement	Included
Multiple Deductibles	Included

**SCHEDULE (Continued)**

<b>Coverage</b>	<b>Limit of Insurance</b>
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included
Blanket Waiver of Subrogation By Written Contract	Included
Unintentional Errors And Omissions	Included
Mental Anguish	Included

**A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS**

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

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

**B. AUTOMATIC ADDITIONAL INSUREDS BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION**

1. **Section II - Covered Autos Liability Coverage, Paragraph A.1. Who is An Insured** is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident."
2. This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However:
  - a. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
  - b. If coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.
3. With respect to insurance provided to an Additional Insured the following provisions apply:
  - a. 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.
  - b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
  - c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
  - d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
    - (1) Required by the written contract or written agreement; or
    - (2) Available under the applicable Limits of Insurance show in the Declarations; whichever is less.

**C. LEASED AUTO COVERAGE**

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

1. **Section II - Covered Autos Liability Coverage, Paragraph A. Coverage** is amended by adding the following:

- a. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

- b. For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.
- c. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

**2. Section IV - Business Auto Conditions, Paragraph A.4. Loss Payment - Physical Damage Coverages** is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**3. Section V - Definitions** is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

**Section II - Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form, except:
  - a. Any subsidiary that is an insured under any other automobile liability policy.
  - b. Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
2. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
  - a. For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
  - b. If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

**E. SUPPLEMENTARY PAYMENTS**

1. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(2)** is deleted and replaced with the following:
  - (2) Up to \$5,000 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.
2. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(4)** is deleted and replaced with the following:
  - (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**F. FELLOW EMPLOYEE**

**Section II - Covered Autos Liability Coverage, Paragraph B.5.b.** is amended with the addition of the following:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. This Coverage is excess over any other collectible insurance.

**G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING**

**Section III - Physical Damage Coverage, Paragraph A.2. Towing** is deleted in its entirety and replaced with the following:

**2. Towing**

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

## H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE

**Section III - Physical Damage Coverage, Paragraph A.3. Glass Breakage - Hitting a Bird or Animal Falling Objects or Missiles** is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

## I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES

**Section III - Physical Damage Coverage, Paragraph A.4.a. Transportation Expenses** is deleted in its entirety and replaced with the following:

### a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this Coverage Extension only that amount of Transportation Expenses which is not already provided under Paragraph **O. Rental Reimbursement Coverage Extension** of this endorsement.

## J. HIRED AUTO PHYSICAL DAMAGE COVERAGE

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

### Hired Auto Physical Damage Coverage

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

1. The most we will pay for any one "accident" or "loss" is the lesser of:
  - a. The actual cash value of the covered "auto" at the time of the "loss"; or
  - b. The actual cost to repair or replace such covered "auto" at the time of the "loss".
2. The Limit of Insurance as determined under Paragraph 1. above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto". This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto". No deductible applies to "loss" caused by fire or lightning.
3. The coverage provided by this Coverage Extension will be excess over any other collectible insurance.
4. Subject to Paragraphs 1., 2., and 3. above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
5. For coverage provided under this coverage extension, the last sentence of Paragraph **A.4.b. of Section III - Physical Damage Coverage**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

## K. TOTAL THEFT OF A COVERED AUTO

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

### Total Theft of a Covered Auto

In the event of the total theft of a covered "auto":

1. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
2. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

## L. AUTO LOAN / LEASE GAP PROTECTION

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto", less the following:

1. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto"; and
2. Any:
  - a. Overdue lease or loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

#### **M. CUSTOMIZATION COVERAGE**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
2. Our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:
  - a. The actual cash value of the stolen or damaged property;
  - b. The amount necessary to repair or replace the property; or
  - c. \$2,000.

This Coverage Extension does not apply to electronic equipment.

#### **N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.
2. The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:
  - a. The actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;
  - b. The actual cost of:
    - (1) Replacing the damaged or stolen property with other property of like kind and quality; or
    - (2) Repairing the damaged property without deduction for depreciation; or
  - c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

3. For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.
4. Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

#### **O. RENTAL REIMBURSEMENT COVERAGE EXTENSION**

**Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions** is amended to add the following:

1. For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:
  - a. We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".
  - b. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".
2. We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under Paragraph I. **Transportation Expenses** of this endorsement.

**P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE**

**Section III - Physical Damage Coverage**, Exclusion **B.3.a.** does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

**Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT**

**Section III - Physical Damage Coverage**, Paragraph **C.1. Limits of Insurance** is amended to include the following:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

**R. MULTIPLE DEDUCTIBLES**

**Section III - Physical Damage Coverage**, Paragraph **D. Deductible** is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

**S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**1. Section IV - Business Auto Conditions**, Paragraph **A.2.a.** is deleted and replaced with the following:

**a.** In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**2. Section IV - Business Auto Conditions**, Paragraph **A.2.b(2)** is deleted and replaced with the following:

**(2)** As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

**T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT**

**Section IV - Business Auto Conditions**, Paragraph **A.S.** is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

**U. UNINTENTIONAL ERRORS AND OMISSIONS**

**Section IV - Business Auto Conditions**, Paragraph **B.2.** is amended to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

**V. MENTAL ANGUISH**

**Section V - Definitions**, Definition **C.** "Bodily Injury" is deleted and replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.

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

## **BROADENED NAMED INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any organization, other than a partnership, joint venture or limited liability company over which you maintain an interest of at least 50 percent at the beginning of the policy period.

Coverage for any such organization will cease as of the date during the policy period that you no longer maintain an interest of at least 50 percent.

If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

This endorsement does not apply to any person or organization for which coverage is excluded by endorsement.