





**Please note our procedures with regards to certificates of insurance:**

The presence of Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language is denoted by a “Y” in the appropriate column on the certificate. In accordance with the ACORD 25 Certificate Forms Instruction Guide and in keeping with the directive set forth by the Department of Insurance, the Description of Operations box will be used exclusively for the purpose prescribed on the form (description of operations, insured locations, and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and is similarly restricted in its use.

If you require any endorsements or 30-day notice of cancellation forms related to information denoted on the form, we will attach the corresponding endorsements which follow this letter. Some forms are immediately available to send to you while others will become available when issued by the insurance company, generally within 30 days, and are available by request.

Our insurance agency is unfortunately unable to comply with any request to issue a certificate that does not conform to Department of Insurance laws and regulations. We have instead provided you with a lawful certificate that provides a courtesy summary of the referenced policy's terms, limits, and conditions.

As a result of recent legislative actions, state laws now explicitly address certificates of insurance for property and casualty coverage that do not accurately reflect the terms of the referenced policy. (Reference: Michigan Chapter 22A of Insurance Code 500.2270-2277, Pennsylvania Code Chapter 89b relating to property and casualty filing and form, North Carolina General Statute §58-3-149). **These statutes and regulations, amongst others, expressly prohibit our business from:**

- Issuing or delivering a certificate of insurance that alters, amends, or extends the coverage provided by an insurance policy referred to in the certificate; or
- Preparing or issuing a certificate that contains false or misleading information concerning an insurance policy.

This also applies to those who request certificates. Specifically, it prohibits any person from demanding or requiring the issuance of a certificate from an insurer, insurance producer, or policyholder that contains false or misleading information concerning an insurance policy referred to in the certificate. These regulations provide administrative and civil remedies for violations, some as high as \$500 per violation, and increasing to \$2,500 per violation when a person knows or should have known that they were in violation of these new requirements.

Our business takes its legal obligations very seriously, and we appreciate your understanding of the limitations imposed on our agency by these statutory requirements. However, if you continue to request or demand the issuance of an insurance certificate that does not conform to the requirements of your state law or any other document that misrepresents the terms, limits, or conditions of an insurance policy, we may report your actions to your state Department of Insurance and Financial Services.

**While we are barred from responding to your request for coverage language in the “Description of Operations” box, we encourage you to contact us if you have any questions about the certificate of insurance that you have been provided or any other matter. Thank you for your cooperation.**

# SIGNATURE LIABILITY PREMIUM ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SIGNATURE LIABILITY PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### Schedule - Limits of Insurance

The Business Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

<b>1. Employee Benefit Liability</b>	Each Employee Limit:	\$ _____
	Aggregate Limit:	\$ _____
	Deductible Amount:	\$ _____
<b>6. Property Damage to Borrowed Equipment</b>	Each Occurrence Limit:	\$ _____
	Deductible Amount:	\$ _____
<b>13. Supplementary Payments</b>	Bail Bonds:	\$ _____
<b>14. Medical Expenses</b>	Medical Expense Limit:	\$ _____

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

#### A. Coverages

##### 1. Employee Benefit Liability Coverage

- a. The following is added to **SECTION II - LIABILITY**:

##### Employee Benefit Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION II - LIABILITY, A. Coverages, 1. Business Liability, h. Coverage Extension - Supplementary Payments**.

- b. This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- (1) Occurs during the policy period; or
  - (2) Occurred prior to the "first effective date" of this endorsement provided:

- (a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- 1) Reports all, or any part, of the act, error or omission to us or any other insurer;
- 2) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- (b) There is no other applicable insurance.

**c. Exclusions**

This insurance does not apply to:

**(1) Bodily Injury, Property Damage or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(2) Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(3) Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer.

**(4) Insufficiency of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(5) Inadequacy of Performance of Investment/Advice Given with Respect to Participation**

Any claim based upon:

- (a) Failure of any investment to perform;
- (b) Errors in providing information on past performance of investment vehicles; or
- (c) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(6) Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(7) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**(8) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(9) Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(10) Employment-Related Practices**

Any liability arising out of any:

- (a) Refusal to employ;
- (b) Termination of employment;
- (c) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (d) Consequential liability as a result of (a), (b) or (c) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**d. Supplementary Payments**

**SECTION II - LIABILITY, A. Coverages, 1. Business Liability, h. Coverage Extension - Supplementary Payments** also apply to this Coverage.

**b. Who is an Insured**

As respects **Employee Benefit Liability Coverage, SECTION II - LIABILITY, C. Who is an Insured** is deleted and replaced by the following:

**C. Who is an Insured**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Each of your "employees" who is or was authorized to administer your "employee benefit program";
  - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
  - a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits of Insurance**

As respects **Employee Benefit Liability Coverage, SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance** is deleted and replaced by the following:

**D. Limits of Insurance**

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits";
  - d. Acts, errors or omissions; or
  - e. Benefits included in your "employee benefit program".
2. The Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
3. Subject to the limit described in **2.** above, the Each Employee Limit shown in the Schedule of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - a. An act, error or omission; or
  - b. A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each "coverage term".

**4. Deductible Amount**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The Deductible Amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend the insured against any "suits" seeking those damages; and
  - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;apply irrespective of the application of the Deductible Amount.
- d. We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

**d. Additional Conditions**

- (1) As respects **Employee Benefit Liability Coverage, SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions** is amended as follows:

Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

**2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**

- a.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
- (1)** What the act, error or omission was and when it occurred; and
  - (2)** The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b.** If a claim is made or "suit" is brought against any insured, you must:
- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
  - (2)** Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c.** You and any other involved insured must:
- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2)** Authorize us to obtain records and other information;
  - (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

**(2)** As respects **Employee Benefit Liability Coverage, SECTION III - COMMON BUSINESSOWNERS COVERAGE FORM CONDITIONS, C. Other Insurance**, Paragraph **2.** is deleted and replaced by the following:

**2.** If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Form, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Form.

**e. Additional Definitions**

As respects **Employee Benefit Liability Coverage, SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Interpreting the "employee benefit programs";
  - c. Handling records in connection with the "employee benefit programs"; or
  - d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pretax dollars.
  3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
    - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
    - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
    - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
    - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
  4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.

## 2. Unintentional Failure to Disclose Hazards

**SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions** is amended by the addition of the following condition:

### Unintentional Failure to Disclose Hazards

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Form based solely on such failure.

## 3. 180 Day Coverage for Newly Formed or Acquired Organizations

**SECTION II - LIABILITY, C. Who is an Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

## 4. Waiver of Subrogation

**SECTION III - COMMON BUSINESSOWNERS COVERAGE FORM CONDITIONS, D. Transfer of Rights of Recovery Against Others to Us**, Paragraph **2.** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Form. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

## 5. Automatic Additional Insured - Specified Relationships

a. The following is added to **SECTION II - LIABILITY, C. Who is an Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **5.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this policy by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

### (a) Managers or Lessors of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **5.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

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 such additional insured.

### (b) Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **5.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with

you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(c) Vendors**

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **5.a.(1)** of this endorsement 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; or
  - h) "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:
    - (i) The exceptions contained in Paragraphs **(c)(i)4** or **6** of this endorsement; or
    - (ii) 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:
  - a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
  - b) When liability included within the "products-completed operations hazard" has been excluded under this policy with respect to such products.

**(d) State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises**

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **5.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

**(e) Mortgagee, Assignee or Receiver**

Any person or organization with whom you have agreed per Paragraph **5.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **5.a.(1)** of this endorsement:
  - (a) Only applies to the extent permitted by law; and
  - (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
  - (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this policy, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b.** With respect to the insurance afforded to the additional insureds described in Paragraph **5.a.(1)** of this endorsement, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **5.a.(1)** of this endorsement; 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.

- c.** **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **5.a.(1)**.

- d.** **SECTION III - COMMON BUSINESSOWNERS COVERAGE FORM CONDITIONS** is amended as follows:

Condition **C. Other Insurance**, Paragraph **2.** is amended to include:

**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **5.a.(1)** of this endorsement provided that:

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

- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **5.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## 6. Property Damage to Borrowed Equipment

- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage, k. Damage to Property**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) **SECTION II - LIABILITY, D. Liability and Medical Expenses Limit of Insurance** is amended to include the following:

Subject to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limit of Insurance**, Paragraph 2., the Property Damage to Borrowed Equipment Limit, stated in the Schedule of this endorsement, is the most we will pay under Business Liability Coverage for damage to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

### (2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in the Schedule of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## 7. Employees as Insureds - Specified Health Care Services and Good Samaritan Services

Paragraph **2.a.(1)(d)** under **SECTION II - LIABILITY, C. Who is an Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

## 8. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

## 9. Nonowned Aircraft

The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage, g. Aircraft, Auto or Watercraft**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

## 10. Bodily Injury Redefined

**SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 4.** "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

## 11. Expected or Intended Injury Redefined

Under **SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage, a. Expected or Intended Injury**, the last sentence is deleted and replaced by the following:

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

## 12. Former Employees as Insureds

The following is added to Paragraph **2.** under **SECTION II - LIABILITY, C. Who is an Insured**:

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

## 13. Supplementary Payments

Under **SECTION II - LIABILITY, A. Coverages, 1. Business Liability, h. Coverage Extension - Supplementary Payments**:

Paragraph **(2)** is deleted and replaced by the following:

- (2)** Up to the limit shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

## 14. Medical Expenses

The Medical Expense Limit of Any One Person is amended to the limit shown in the Schedule of this endorsement.