

Named Insured: Bratslavsky Consulting Engineers, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALASKA RLIPack[®] FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. First Aid And Good Samaritan Services**
- B. Supplementary Payments**
- C. Reasonable Force – Bodily Injury Or Property Damage**
- D. Non-Owned Watercraft**
- E. Canoes Or Rowboats**
- F. Damage To Premises Rented To You**
- G. Aircraft Chartered With Crew**
- H. Electronic Data Liability**
- I. Who Is An Insured – Newly Acquired Or Formed Organizations**
- J. Who Is An Insured – Unnamed Partnership Or Joint Venture**
- K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment**
- L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations**
- M. General Aggregate Limit – Per Project Or Per Location**
- N. Knowledge And Notice Of Occurrence Or Offense**
- O. Amended Bodily Injury Definition**
- P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad**
- Q. Amended Personal And Advertising Injury Definition – Electronic Material**
- R. Unintentional Omission**
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY

A. First Aid And Good Samaritan Services

1. The following is added to Section II A.1. Business Liability Coverages

We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” arising out of either the rendering of or failure to render, “First Aid” or “Good Samaritan Services” to any person. For the purposes of this coverage grant, “First Aid” or “Good Samaritan Services” will be deemed to meet the definition of “occurrence”. For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of “First Aid” or “Good Samaritan Services” to any one person will be deemed one “occurrence”.

- a. “First Aid” means initial care for medical attention immediately following a “bodily injury”.
- b. “Good Samaritan Services” means medical attention provided in an emergency and for which no remuneration is demanded or received.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

B. Supplementary Payments

Section II A.1.f. Coverage Extension – Supplementary Payments Paragraphs **1.(b)** and **1.(d)** are deleted and replaced with the following:

- (b) Up to \$2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for “bodily injury” applies. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off work.

C. Reasonable Force – Bodily Injury Or Property Damage

Section II B.1.a. Exclusions, Expected Or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

“Bodily Injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

D. Non-Owned Watercraft

1. Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft Subparagraph **(2)** is deleted and replaced by the following:

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

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

2. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent uses the watercraft.

3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

E. Canoes Or Rowboats

The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft**:

(6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

F. Damage to Premises Rented to You

1. The last paragraph of **Section II B.1. Exclusions – Applicable To Business Liability Coverage** is deleted and replaced by the following:

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph **D. Liability And Medical Expenses Limits of Insurance** in **SECTION II – LIABILITY**.

2. Section II F.9.a. Liability And Medical Expenses 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 water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
3. This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

G. Aircraft Chartered With Crew

1. The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft**:

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

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

H. Electronic Data Liability

1. **Section II B.1.q. Exclusions** is deleted and replaced by the following:

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, access to, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate “electronic data”. However this exclusion does not apply to “Property Damage”.

2. The following definition is added to **Section II F. Liability And Medical Expenses Definitions**:

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives,

cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of the coverage provided by this endorsement, **Section II F. Liability And Medical Expenses Definitions**, Paragraph 17. is deleted and replaced by the following:

17. “Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”, only if resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.
- d. Property damage does not mean damages arising out of any access to, disclosure or display of, theft or misappropriation of “electronic data” however caused.

For the purposes of this insurance, “electronic data” is not tangible property.

I. Who Is An Insured – Newly Acquired Or Formed Organizations

The following is added to **Section II C. Who Is An Insured**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply for “bodily injury” or “property damage” that occurred before you acquired or formed the organization.
3. Coverage does not apply for “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

J. Who Is An Insured – Unnamed Partnership Or Joint Venture

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

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Declarations; and
- b. In which you are a member or partner but only if:
 - (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and
 - (ii) The joint venture or partnership is not providing construction contracting services.

2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.
3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

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

Section II C. Who Is An Insured is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:
 - a. Only with respect to liability for “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you have entered into that contract or agreement; and

- (1) Only if the “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

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

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

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

- b. The insurance afforded to such additional insured does not apply:

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

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

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

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

- (5) If the equipment is leased with an operator.

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

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

Section II C. Who Is An Insured is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
 - a. “Bodily injury”, “property damage”, “personal and advertising injury” arising out of operations performed for that state or political subdivision; or
 - b. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

M. General Aggregate Limit – Per Project Or Per Location

Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph 4. Aggregate Limits. is deleted and replaced by the following:

4. Aggregate Limits

The most we will pay for:

- a. All “bodily injury” and “property damage” that is included in the “products-completed operations hazard” is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) “Bodily injury” and “property damage” except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - (2) Plus medical expenses;
 - (3) Plus all “personal and advertising injury” caused by offenses committed;

is twice the Liability and Medical Expenses limit.

The aggregate limit for all “bodily injury” and “property damage”, medical expenses and “personal and advertising injury” other than “bodily injury” or “property damage” included in the “products-completed operations hazard” applies separately to each of your “projects” away from premises owned by or occupied by you or to each of your “locations” owned by or occupied by you.

“Projects” mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each “project” at the same “location” shall be considered a single “project”.

For the purposes of this provision, “location” means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of “property damage” to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

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

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

O. Amended Bodily Injury Definition

The definition of "bodily injury" in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

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

P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

1. The definition of "insured contract" in **Section II F.9.c. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - c. Any easement or license agreement
2. The definition of "insured contract" in **Section II F.9.f.(1) Liability And Medical Expenses Definitions** is deleted.
3. The insurance provided by this provision shall be excess over any valid and collectible Railroad

Protective Liability insurance available to an insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

Q. Amended Personal And Advertising Injury Definition – Electronic Material

1. The definition of "personal and advertising injury" in **Section II F.14.d. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. The definition of "personal and advertising injury" in **Section II F.14.e. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
 - e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
3. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
 - (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;
4. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
 - (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

R. Unintentional Omission

The following is added to **SECTION III – COMMON POLICY CONDITIONS** Paragraph **C. Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION III – COMMON POLICY CONDITIONS

Paragraph K.2. **Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)** is deleted and replaced by the following:

2. Applicable to Business Liability Coverage:

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

- a.** Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

- b.** Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- c.** Your “work”; or
- d.** “Your products”.

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

