

SERFF Tracking Number: LMUG-125316592 State: Arkansas
First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
Company Tracking Number: LGLF-CW-006-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Filing at a Glance

Companies: The First Liberty Insurance Corporation, Liberty Mutual Insurance Company, Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, LM Insurance Corporation

Product Name: Commercial General Liability SERFF Tr Num: LMUG-125316592 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-026500
Made/Occurrence
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: LGLF-CW-006-07 State Status:
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Author: Michelle Skidmore Disposition Date: 12/10/2007
Date Submitted: 10/22/2007 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Liberty GL Direct Solutions-New and Revised Forms and Status of Filing in Domicile: Pending Pricing

Project Number: LGLF-CW-006-07

Reference Organization:

Reference Title:

Filing Status Changed: 12/10/2007

State Status Changed: 10/23/2007

Corresponding Filing Tracking Number:

Filing Description:

RE: COMMERCIAL GENERAL LIABILITY COVERAGE PART

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

NEW/REVISED COMPANY ENDORSEMENTS
AND APPLICABLE PRICING PAGE

SERFF Tracking Number: LMUG-125316592 State: Arkansas
First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
Company Tracking Number: LGLF-CW-006-07
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Project # LGLF-CW-006-07

Liberty Mutual Insurance Company NAIC-0111-23043

Liberty Mutual Fire Insurance Company NAIC-0111-23035

LM Insurance Corporation NAIC-0111-33600

The First Liberty Insurance Corporation NAIC-0111-33588

Liberty Insurance Corporation NAIC-0111-42404

The captioned companies submit new and revised endorsements for your review and acknowledgment/approval for use with the Commercial General Liability Coverage Part.

For your reference, the applicable pricing page is filed accordingly under our project # LGLR-CW-045-07.

We are requesting an effective date of Upon Approval for new and renewal business.

In an effort to remain competitive in the marketplace, we are making this filing to update current "LIBERTY DirectSolutions" endorsements and to introduce new "LIBERTY DirectSolutions" forms for additional industries.

Please see attached Form Filing Memorandum and Inventory for purpose and explanation of forms.

I would appreciate your review and acknowledgment/approval of this filing submission.

Sincerely,

Michelle Skidmore
State Filings Analyst
Liberty Mutual Group
PO BOX 8089
Wausau WI 54402-8089
1-877-792-8728, Ext. 3203
Enclosure

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Company and Contact

Filing Contact Information

Michelle Skidmore, State Filing Analyst Michelle.Skidmore@Wausau.com
 P.O. Box 8070 (877) 792-8728 [Phone]
 Wausau, WI 54402-8070 (715) 842-6828[FAX]

Filing Company Information

The First Liberty Insurance Corporation	CoCode: 33588	State of Domicile: Iowa
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-3058503	

Liberty Mutual Insurance Company	CoCode: 23043	State of Domicile: Massachusetts
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-1543470	

Liberty Insurance Corporation	CoCode: 42404	State of Domicile: Illinois
PO BOX 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 03-0316876	

Liberty Mutual Fire Insurance Company	CoCode: 23035	State of Domicile: Wisconsin
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-1924000	

LM Insurance Corporation	CoCode: 33600	State of Domicile: Iowa
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-3058504	

Filing Fees

SERFF Tracking Number: LMUG-125316592 State: Arkansas
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 x 1 Form filing = \$50
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Insurance Corporation	\$0.00	10/22/2007	
Liberty Mutual Fire Insurance Company	\$50.00	10/22/2007	16227514
Liberty Mutual Insurance Company	\$0.00	10/22/2007	
The First Liberty Insurance Corporation	\$0.00	10/22/2007	
LM Insurance Corporation	\$0.00	10/22/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/10/2007	12/10/2007
Approved	Edith Roberts	10/29/2007	10/29/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
LIBERTY Direct Solutions for Real Estate and Property Managers	Form	Michelle Skidmore	12/07/2007	12/07/2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Re-open	Note To Reviewer	Michelle Skidmore	11/29/2007	11/29/2007

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Disposition

Disposition Date: 12/10/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Correction addendum is acknowledged and we are re-closing.

Thank you!

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Memorandum/Inventory	Approved	Yes
Form	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors	Approved	Yes
Form	Additional Insured and Waiver Of Subrogation - Managers & Lessors of Premises	Approved	Yes
Form	Amendment for Worldwide Coverage	Approved	Yes
Form	Lost Key Coverage	Approved	Yes
Form	LIBERTY DirectEnhancement	Approved	Yes
Form	LIBERTY DirectSolutions for Restaurants	Approved	Yes
Form	LIBERTY DirectSolutions for Food Processors	Approved	Yes
Form	LIBERTY DirectSolutions for Wholesalers & Distributors	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors	Approved	Yes
Form	LIBERTY DirectSolutions for Fabricated Metals Manufacturers	Approved	Yes
Form	LIBERTY DirectSolutions for Manufacturers	Approved	Yes
Form	LIBERTY DirectSolutions for Retailers	Approved	Yes
Form	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors (with Excess over Wrap Up)	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors (with Professional Liability and Excess over Wrap Up)	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors (with Professional Liability)	Approved	Yes
Form	LIBERTY DirectSolutions for Food Processors (with Incident Coverage)	Approved	Yes
Form	LIBERTY DirectSolutions for Janitorial Service Contractors	Approved	Yes

SERFF Tracking Number: LMUG-125316592 State: Arkansas
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Form	LIBERTY DirectSolutions for Professional Services	Approved	Yes
Form (revised)	LIBERTY DirectSolutions for Real Estate and Property Managers		Yes
Form	LIBERTY DirectSolutions for Real Estate and Property Managers	Approved	Yes
Form	LIBERTY DirectSolutions for Restaurants (with Incident Coverage)	Approved	Yes
Form	LIBERTY DirectSolutions for Retailers (with Incident Coverage)	Approved	Yes
Form	LIBERTY DirectSolutions for Wholesalers and Distributors (with Incident Coverage)	Approved	Yes
Form	Bodily Injury to Co-Employees - Supervisors and Good Samaritans	Approved	Yes
Form	Blanket Additional Insured and Waiver Of Subrogation - Contractors	Approved	Yes
Form	Blanket Additional Insured and Waiver Of Subrogation - Person or Organization	Approved	Yes
Form	Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	Approved	Yes
Form	Additional Insured - State, Municipality, or Political Subdivision - Permits	Approved	Yes
Form	Damage to Borrowed Equipment	Approved	Yes
Form	Mobile Equipment Redefinition	Approved	Yes
Form	Coverage For Newly Formed or Acquired Entities	Approved	Yes
Form	Products Completed Operations Hazard Redefined - Blanket	Approved	Yes
Form	Restaurant Incident Coverage	Approved	Yes
Form	Retailer's Incident Coverage	Approved	Yes
Form	Food Processor's Incident Coverage	Approved	Yes
Form	Wholesalers & Distributors Incident Coverage	Approved	Yes
Form	Unintentional Errors & Omissions	Approved	Yes
Form	Additional Insured and Waiver of Additional Insured - Vendors	Approved	Yes

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Form	Additional Insured and Waiver of Subrogation - Lessor of Leased Equipment	Approved	Yes
Form	Amendment - Knowledge of Occurrence	Approved	Yes
Form	Liberalization	Approved	Yes
Form	Bodily Injury Redefined	Approved	Yes
Form	Non Owned Watercraft Extension	Approved	Yes
Form	Amendment - Premium Responsibility	Approved	Yes
Form	Damage To Premises Rented To You - Expanded Coverage	Approved	Yes
Form	Amendment - Supplementary Payments	Approved	Yes
Form	Valet Parking Services	Approved	Yes
Form	Janitorial Services - Property Damage Coverage	Approved	Yes
Form	Professional Healthcare Amendment	Approved	Yes
Form	Excess Over Consolidated Insurance Program (Wrap Up)	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors - Ongoing Operations	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Person Or Organization	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Managers and Lessors of Premises	Approved	Yes

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Disposition

Disposition Date: 10/29/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Memorandum/Inventory	Approved	Yes
Form	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors	Approved	Yes
Form	Additional Insured and Waiver Of Subrogation - Managers & Lessors of Premises	Approved	Yes
Form	Amendment for Worldwide Coverage	Approved	Yes
Form	Lost Key Coverage	Approved	Yes
Form	LIBERTY DirectEnhancement	Approved	Yes
Form	LIBERTY DirectSolutions for Restaurants	Approved	Yes
Form	LIBERTY DirectSolutions for Food Processors	Approved	Yes
Form	LIBERTY DirectSolutions for Wholesalers & Distributors	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors	Approved	Yes
Form	LIBERTY DirectSolutions for Fabricated Metals Manufacturers	Approved	Yes
Form	LIBERTY DirectSolutions for Manufacturers	Approved	Yes
Form	LIBERTY DirectSolutions for Retailers	Approved	Yes
Form	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors (with Excess over Wrap Up)	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors (with Professional Liability and Excess over Wrap Up)	Approved	Yes
Form	LIBERTY DirectSolutions for Contractors (with Professional Liability)	Approved	Yes
Form	LIBERTY DirectSolutions for Food Processors (with Incident Coverage)	Approved	Yes
Form	LIBERTY DirectSolutions for Janitorial Service Contractors	Approved	Yes

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Form	LIBERTY DirectSolutions for Professional Services	Approved	Yes
Form (revised)	LIBERTY DirectSolutions for Real Estate and Property Managers		Yes
Form	LIBERTY DirectSolutions for Real Estate and Property Managers	Approved	Yes
Form	LIBERTY DirectSolutions for Restaurants (with Incident Coverage)	Approved	Yes
Form	LIBERTY DirectSolutions for Retailers (with Incident Coverage)	Approved	Yes
Form	LIBERTY DirectSolutions for Wholesalers and Distributors (with Incident Coverage)		Yes
Form	Bodily Injury to Co-Employees - Supervisors and Good Samaritans	Approved	Yes
Form	Blanket Additional Insured and Waiver Of Subrogation - Contractors	Approved	Yes
Form	Blanket Additional Insured and Waiver Of Subrogation - Person or Organization	Approved	Yes
Form	Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	Approved	Yes
Form	Additional Insured - State, Municipality, or Political Subdivision - Permits	Approved	Yes
Form	Damage to Borrowed Equipment	Approved	Yes
Form	Mobile Equipment Redefinition	Approved	Yes
Form	Coverage For Newly Formed or Acquired Entities	Approved	Yes
Form	Products Completed Operations Hazard Redefined - Blanket	Approved	Yes
Form	Restaurant Incident Coverage	Approved	Yes
Form	Retailer's Incident Coverage	Approved	Yes
Form	Food Processor's Incident Coverage	Approved	Yes
Form	Wholesalers & Distributors Incident Coverage	Approved	Yes
Form	Unintentional Errors & Omissions	Approved	Yes
Form	Additional Insured and Waiver of Additional Insured - Vendors	Approved	Yes

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Form	Additional Insured and Waiver of Subrogation - Lessor of Leased Equipment	Approved	Yes
Form	Amendment - Knowledge of Occurrence	Approved	Yes
Form	Liberalization	Approved	Yes
Form	Bodily Injury Redefined	Approved	Yes
Form	Non Owned Watercraft Extension	Approved	Yes
Form	Amendment - Premium Responsibility	Approved	Yes
Form	Damage To Premises Rented To You - Expanded Coverage	Approved	Yes
Form	Amendment - Supplementary Payments	Approved	Yes
Form	Valet Parking Services	Approved	Yes
Form	Janitorial Services - Property Damage Coverage	Approved	Yes
Form	Professional Healthcare Amendment	Approved	Yes
Form	Excess Over Consolidated Insurance Program (Wrap Up)	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors - Ongoing Operations	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Person Or Organization	Approved	Yes
Form	Broad Additional Insured and Waiver of Subrogation - Scheduled Managers and Lessors of Premises	Approved	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 12/07/2007

Comments:

Edith, Thank you for re-opening.

I have amended this submission to withdraw/replace form LG 32 39 09 07 - Liberty DirectSolutions for Real Estate and Property Managers, and replace with the corrected version LG 32 39 12 07.

The reason for this revision is that we identified a typo in our "Index of Modified Items" on the first page of this form. While Item 6., Property in Your Care, Custody Or Control is provided for in the body of the endorsement, it was not accounted for in the index of the 09 07 edition. The 12 07 edition of the endorsement corrects this error by referencing this coverage item as Item 6. in the index, as well as ensuring that the remaining index item numbering remains consistent with and appropriately corresponds to the coverage item numbering contained within the body of the form.

I apologize for this discrepancy and any confusion. If you should have any questions or concerns please do not hesitate to contact me.

Thank you again for your assistance.

Sincerely,

Michelle Skidmore

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
LIBERTY DirectSolutions for Real Estate and	LG 32 39 12	12 07	Endorsement/Amendment/Conditio	New			0	LG 3239 12 07.pdf

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Property ns
Managers

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Note To Reviewer

Created By:

Michelle Skidmore on 11/29/2007 02:25 PM

Subject:

Request to Re-open

Comments:

Hello Edith,

Thank you for your approval/disposition of this submission. Unfortunately, we have identified a typo on one of the submitted forms. In an effort to remain consistent with all of our forms and provide you with the correct version, I request at this time that you please re-open this filing so I may replace the incorrect form with the corrected version. Please note that the correction to the form does not affect coverage and will be explained in detail upon replacement.

I apologize for this discrepancy and thank you in advance for your time and efforts.

I look forward to your response.

Sincerely,

Michelle Skidmore

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors	LG 10 17	09 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 LG 10 17 05 01 Previous Filing #:		LG 1017 09 07.pdf
Approved	Additional Insured and Waiver Of Subrogation - Managers & Lessors of Premises	LG 10 18	09 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 LG 10 18 R1 08 05 Previous Filing #: LGLF-CW-019-05		LG 1018 09 07.pdf
Approved	Amendment for Worldwide Coverage	LG 20 55	09 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 LG 20 55 09 87 Previous Filing #:		LG 2055 09 07.pdf
Approved	Lost Key Coverage	LG 20 72	09 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 LG 20 72 02 98 Previous Filing #:		LG 2072 09 07.pdf
Approved	LIBERTY DirectEnhancement	LG 31 53	09 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 LG 31 53 02 05 Previous Filing #: LGLF-CW-013A-04		LG 3153 09 07.pdf
Approved	LIBERTY DirectSolutions for Restaurants	LG 31 59	09 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 LG 31 59 08 04 Previous Filing #: LGLF-CW-022-04		LG 3159 09 07.pdf
Approved	LIBERTY DirectSolutions	LG 31 60	09 07	Endorsement/Amendment Replaced	Replaced Form #:0.00 LG 31 60 04 05		LG 3160 09 07.pdf

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Approval	Company	Policy	Effective	Termination	Description	Previous Filing #:	Previous Filing #:	Previous Filing #:
Approved	LIBERTY	LG 31 79	09 07	09 07	for Food Processors	Endorsement/Amendment/Conditions	Replaced Form #:0.00	LG 3179 09 07.pdf
Approved	LIBERTY	LG 31 80	09 07	09 07	for Wholesalers & Distributors	Endorsement/Amendment/Conditions	Replaced Form #:0.00	LG 3180 09 07.pdf
Approved	LIBERTY	LG 31 91	09 07	09 07	for Fabricated Metals Manufacturers	Endorsement/Amendment/Conditions	Replaced Form #:0.00	LG 3191 09 07.pdf
Approved	LIBERTY	LG 32 13	09 07	09 07	for Manufacturers	Endorsement/Amendment/Conditions	Replaced Form #:0.00	LG 3213 09 07.pdf
Approved	LIBERTY	LG 32 14	09 07	09 07	for Retailers	Endorsement/Amendment/Conditions	Replaced Form #:0.00	LG 3214 09 07.pdf
Approved	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	LG 32 20	09 07	09 07		Endorsement/Amendment/Conditions	Replaced Form #:0.00	LG 3220 09 07.pdf
Approved	LIBERTY	LG 32 32	09 07	09 07	for Contractors (with Excess over Wrap Up)	Endorsement/Amendment/Conditions	0.00	LG 3232 09 07.pdf
Approved	LIBERTY	LG 32 33	09 07	09 07		Endorsement/Amendment/Conditions	0.00	LG 3233 09 07.pdf

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	DirectSolutions for Contractors (with Professional Liability and Excess over Wrap Up)	09 07	nt/Amendm ent/Condi ons		07.pdf
Approved	LIBERTY DirectSolutions for Contractors (with Professional Liability)	LG 32 34 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3234 09 07.pdf
Approved	LIBERTY DirectSolutions for Food Processors (with Incident Coverage)	LG 32 35 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3235 09 07.pdf
Approved	LIBERTY DirectSolutions for Janitorial Service Contractors	LG 32 37 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3237 09 07.pdf
Approved	LIBERTY DirectSolutions for Professional Services	LG 32 38 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3238 09 07.pdf
	LIBERTY DirectSolutions for Real Estate and Property Managers	LG 32 39 12 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3239 12 07.pdf
Approved	LIBERTY DirectSolutions for Restaurants (with Incident Coverage)	LG 32 40 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3240 09 07.pdf
Approved	LIBERTY DirectSolutions	LG 32 41 09 07	Endorseme New nt/Amendm	0.00	LG 3241 09 07.pdf

SERFF Tracking Number: LMUG-125316592 State: Arkansas
 First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
 Company Tracking Number: LGLF-CW-006-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Commercial General Liability
 Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Approval	Description	Code	Effective Date	Policy Type	Amount	Attachment
Approved	LIBERTY DirectSolutions for Retailers (with Incident Coverage)	LG 32 42	09 07	Endorsement/Conditions New	0.00	LG 3242 09 07.pdf
Approved	Bodily Injury to Co-Employees - Supervisors and Good Samaritans	LG 32 43	09 07	Endorsement/Conditions New	0.00	LG 3243 09 07.pdf
Approved	Blanket Additional Insured and Waiver Of Subrogation - Contractors	LG 32 44	09 07	Endorsement/Conditions New	0.00	LG 3244 09 07.pdf
Approved	Blanket Additional Insured and Waiver Of Subrogation - Person or Organization	LG 32 45	09 07	Endorsement/Conditions New	0.00	LG 3245 09 07.pdf
Approved	Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	LG 32 46	09 07	Endorsement/Conditions New	0.00	LG 3246 09 07.pdf
Approved	Additional Insured - State, Municipality, or Political	LG 32 47	09 07	Endorsement/Conditions New	0.00	LG 3247 09 07.pdf

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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Commercial General Liability
 Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Subdivision -
Permits

Approved	Damage to Borrowed Equipment	LG 32 48 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3248 09 07.pdf
Approved	Mobile Equipment Redefinition	LG 32 49 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3249 09 07.pdf
Approved	Coverage For Newly Formed or Acquired Entities	LG 32 50 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3250 09 07.pdf
Approved	Products Completed Operations Hazard Redefined - Blanket	LG 32 52 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3252 09 07.pdf
Approved	Restaurant Incident Coverage	LG 32 53 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3253 09 07.pdf
Approved	Retailer's Incident Coverage	LG 32 54 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3254 09 07.pdf
Approved	Food Processor's Incident Coverage	LG 32 55 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3255 09 07.pdf
Approved	Wholesalers & Distributors Incident Coverage	LG 32 56 09 07	09 07	Endorsement/Amendment/Conditions	New	0.00	LG 3256 09 07.pdf
Approved	Unintentional Errors &	LG 32 57 09 07	09 07	Endorsement/Amendment	New	0.00	LG 3257 09 07.pdf

SERFF Tracking Number: LMUG-125316592 State: Arkansas
 First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Commercial General Liability
 Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

	Omissions		ent/Condi ons		
Approved	Additional Insured and Waiver of Additional Insured - Vendors	LG 32 58 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3258 09 07.pdf
Approved	Additional Insured and Waiver of Subrogation - Lessor of Leased Equipment	LG 32 59 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3259 09 07.pdf
Approved	Amendment - Knowledge of Occurrence	LG 32 60 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3260 09 07.pdf
Approved	Liberalization	LG 32 61 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3261 09 07.pdf
Approved	Bodily Injury Redefined	LG 32 62 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3262 09 07.pdf
Approved	Non Owned Watercraft Extension	LG 32 63 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3263 09 07.pdf
Approved	Amendment - Premium Responsibility	LG 32 64 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3264 09 07.pdf
Approved	Damage To Premises Rented To You - Expanded Coverage	LG 32 65 09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3265 09 07.pdf

SERFF Tracking Number: LMUG-125316592 State: Arkansas
 First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
 Company Tracking Number: LGLF-CW-006-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Commercial General Liability
 Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Approved	Amendment - Supplementary Payments	LG 32 66 09 07	09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3266 09 07.pdf
Approved	Valet Parking Services	LG 32 67 09 07	09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3267 09 07.pdf
Approved	Janitorial Services - Property Damage Coverage	LG 32 68 09 07	09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3268 09 07.pdf
Approved	Professional Healthcare Amendment	LG 60 40 09 07	09 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 LG 60 40 R2 02 99 Previous Filing #:	LG 6040 09 07.pdf
Approved	Excess Over Consolidated Insurance Program (Wrap Up)	LG 60 80 09 07	09 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 LG 60 80 02 99 Previous Filing #:	LG 6080 09 07.pdf
Approved	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors	LG 32 69 09 07	09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3269 09 07.pdf
Approved	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors - Ongoing Operations	LG 32 70 09 07	09 07	Endorseme New nt/Amendm ent/Condi ons	0.00	LG 3270 09 07.pdf
Approved	Broad Additional Insured and Waiver of	LG 32 71 09 07	09 07	Endorseme New nt/Amendm ent/Condi	0.00	LG 3271 09 07.pdf

SERFF Tracking Number: LMUG-125316592 State: Arkansas
 First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
 Company Tracking Number: LGLF-CW-006-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Commercial General Liability
 Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Subrogation -
 Scheduled
 Person Or
 Organization

Approved	Broad Additional	LG 32 72 09 07	Endorseme New	0.00	LG 3272 09
	Insured and	09 07	nt/Amendm		07.pdf
	Waiver of		ent/Condi		
	Subrogation -		ons		
	Scheduled				
	Managers and				
	Lessors of				
	Premises				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section **II** - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard” unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

- 2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
- 3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND WAIVER OF SUBROGATION – MANAGERS AND LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any “occurrence” that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Linn
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT FOR WORLDWIDE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **Section IV – Conditions**:

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

- (3) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
 - (b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to **SECTION V - DEFINITIONS**

Paragraph 4.c. is replaced by the following:

- c. all other parts of the world, except
 - (1) any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or
 - (2) with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:
"Foreign based operations" means:

- a. construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or
- b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or
- c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOST KEY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusions **j.(3)** and **j.(4)** of **COVERAGE A** (Section **I**) and exclusion **2.a.(2)** of **WHO IS AN INSURED** (Section **II**) do not apply to the loss of keys or key cards by an insured, subject to the following:

- A.** The additional insurance provided by this endorsement/provision applies only to the following damages:
 - 1. The actual cost of the keys or key cards;
 - 2. Adjustment of locks to accept new keys or key cards; and
 - 3. The cost of new locks, including the cost of their installation, due to your loss of keys; however, this provision does not apply to locks operated by key cards.

- B.** The additional insurance provided by this endorsement/provision does not apply to:
 - 1. Misappropriation;
 - 2. Secretion;
 - 3. Conversion;
 - 4. Infidelity; or
 - 5. Any dishonest act on the part of any insured.

C. Limits of Insurance:

- 1. The additional insurance provided by this endorsement/provision is subject to a sublimit of \$100,000 each occurrence.

This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.

- 2. The additional insurance provided by this endorsement/provision is subject the General Aggregate Limit shown in the Declarations.

- 3. These limits are the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmond F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectEnhancement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- | |
|---|
| Item 1. - REASONABLE FORCE |
| Item 2. - NON-OWNED WATERCRAFT EXTENSION |
| Item 3. - ALIENATED PREMISES |
| Item 4. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE |
| Item 5. - BODILY INJURY TO CO-EMPLOYEES |
| Item 6. - HEALTH CARE PROFESSIONALS AS INSUREDS |
| Item 7. - KNOWLEDGE OF OCCURRENCE |
| Item 8. - UNINTENTIONAL ERRORS AND OMISSIONS |
| Item 9. - BODILY INJURY REDEFINITION |
| Item 10. - SUPPLEMENTARY PAYMENTS |
| Item 11. - LIBERALIZATION |

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1.** Subparagraph **j.(2)** of Exclusions of Section **I** – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:
 - (2)** Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2.** Exclusions under Section **I** – Coverage **A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III** – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 5. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 6. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 7. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2. Section IV – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 8. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 10. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 11. - LIBERALIZATION

Section **IV** - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

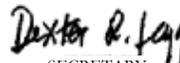
Effective Date

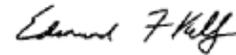
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Restaurants

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **VALET PARKING SERVICES**
- Item 4. - **ALIENATED PREMISES**
- Item 5. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 12. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 13. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 14. - **KNOWLEDGE OF OCCURRENCE**
- Item 15. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 16. - **BODILY INJURY REDEFINITION**
- Item 17. - **MOBILE EQUIPMENT REDEFINITION**
- Item 18. - **PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET**
- Item 19. - **SUPPLEMENTARY PAYMENTS**
- Item 20. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A (**Section I - Coverages**) is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of Coverage A (**Section I - Coverages**) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - VALET PARKING SERVICES

Subparagraph **g.(3)** of Exclusion **g.** of Coverage A (**Section I - Coverages**) is replaced by the following:

- (3) Parking an "auto":
 - (a) on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or

(b) that is not owned by or rented to you as part of your "valet parking services".

For the purposes of this coverage, paragraph **2.a.(2)(b)** of Section **II Who Is An Insured** does not apply.

"Valet parking services" means parking arrangements provided by you or those working on your behalf, where your customer's "auto" is parked and retrieved by an attendant whether or not this service is provided for a fee.

Item 4. - ALIENATED PREMISES

1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 5. - DAMAGE TO BORROWED EQUIPMENT

- A. Exclusion **j.** of Coverage **A (Section I – Coverages)** is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to "property damage" to borrowed equipment either loaned to you or in your care, custody or control.
- B. Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits of Insurance**, the most we will pay for damages under this endorsement is \$35,000 for all "occurrences" during the policy period.

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

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2. Exclusions** under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b)** and **(c)** of Section **II – Who Is An Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b)** and **(c)** of Section **II – Who Is An Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSURED

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The “employee” has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

- 3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

- 1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- 2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 13. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2. Section IV – Commercial General Liability Conditions** are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 15. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of **Section IV – Commercial General Liability Conditions** is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 16. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in **Section V - Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 17. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of **Section V – Definitions** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 18. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to “bodily injury” or “property damage” arising out of “your products” manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any of your premises; or
2. In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph **a.** of the definition of “Products-completed operations hazard” in **Section V - Definitions** is replaced by the following:

“Products-completed operations hazard”:

Includes all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.

Item 19. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 20. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Food Processors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 5. - **PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 12. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 13. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 14. - **ADDITIONAL INSURED - VENDORS**
- Item 15. - **KNOWLEDGE OF OCCURRENCE**
- Item 16. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 17. - **AMENDMENT FOR WORLDWIDE COVERAGE**
- Item 18. - **BODILY INJURY REDEFINITION**
- Item 19. - **MOBILE EQUIPMENT REDEFINITION**
- Item 20. - **PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET**
- Item 21. - **SUPPLEMENTARY PAYMENTS**
- Item 22. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1.** Subparagraph **j.(2)** of Exclusions of Section **I** – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of **COVERAGE A** (Section **I** – Coverages) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1.** Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
(a) borrowed equipment, or
(b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

- 2. Limits of Insurance**
Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for insurance provided by paragraph **1.,** above is:
\$10,000 Each Occurrence Limit
\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A.** Fire, Lightning Or Explosion Damage
The last paragraph of **2. Exclusions** under Section **I** – Coverage **A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance.

- B.** Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III** – Limits of Insurance is replaced by the following:
Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a)** damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
(b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 13. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with the Named Insured requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - ADDITIONAL INSURED - VENDORS

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide "your product" for distribution or sale, but only with respect to "bodily injury" or "property damage" caused by an actual or alleged defect or deficiency in "your product" when it leaves the your possession and which is 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, unless 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. (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2. Section IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to **Section IV – Conditions:**

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- (b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to SECTION V - DEFINITIONS

Paragraph 4.c. is replaced by the following:

- c. all other parts of the world, except
 - (1) any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or
 - (2) with respect to injury or damage arising out of your “foreign based operations.”

The following definition is added:

“Foreign based operations” means:

- a. construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or
- b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or
- c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to “bodily injury” or “property damage” arising out of “your products” manufactured, sold, handled or distributed:

- 1. On, from or in connection with the use of any of your premises; or
- 2. In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph a. of the definition of “Products-completed operations hazard” in Section V - Definitions is replaced by the following:

“Products-completed operations hazard”:

Includes all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.

Item 21. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 22. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

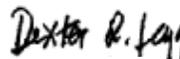
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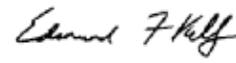
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Wholesalers and Distributors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 5. - **PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 12. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 13. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 14. - **ADDITIONAL INSURED - VENDORS**
- Item 15. - **KNOWLEDGE OF OCCURRENCE**
- Item 16. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 17. - **AMENDMENT FOR WORLDWIDE COVERAGE**
- Item 18. - **BODILY INJURY REDEFINITION**
- Item 19. - **MOBILE EQUIPMENT REDEFINITION**
- Item 20. - **PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET**
- Item 21. - **SUPPLEMENTARY PAYMENTS**
- Item 22. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of Coverage **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1.** Subparagraph **j.(2)** of Exclusions of Section **I** – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of **COVERAGE A** (Section **I** – Coverages) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of Section **III** – Limits Of Insurance, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
(a) borrowed equipment, or
(b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of Section **III** – Limits Of Insurance, the most we will pay for insurance provided by paragraph **1.,** above is:
\$10,000 Each Occurrence Limit
\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A.** Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I** – Coverage **A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance.

- B.** Limits for Damage to Premises Rented to You

- Paragraph **6.** of Section **III** – Limits of Insurance is replaced by the following:
Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:
(a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
(b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,
whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any premises or equipment leased to you.
- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

- 1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
- 2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
- 3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 13. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - ADDITIONAL INSURED - VENDORS

A. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide "your product" for distribution or sale, but only with respect to "bodily injury" or "property damage" caused by an actual or alleged defect or deficiency in "your product" when it leaves the your possession and which is 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, unless 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. (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2. Section IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to **Section IV – Conditions:**

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

- (3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to Section **V** - Definitions

Paragraph **4.c.** is replaced by the following:

- c. all other parts of the world, except
 - (1) any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or
 - (2) with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:

"Foreign based operations" means:

- a. construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or
- b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or
- c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

- 1. On, from or in connection with the use of any of your premises; or
- 2. In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph **a.** of the definition of "Products-completed operations hazard" in Section **V** - Definitions is replaced by the following:

"Products-completed operations hazard":

Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

Item 21. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 22. - LIBERALIZATION

Section **IV** - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

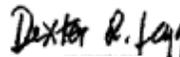
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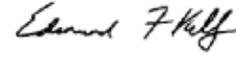
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**
- Item 5. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 6. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 7. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 8. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 9. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 10. - **EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)**
- Item 11. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 12. - **ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS**
- Item 13. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 14. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 15. - **KNOWLEDGE OF OCCURRENCE**
- Item 16. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 17. - **BODILY INJURY REDEFINITION**
- Item 18. - **MOBILE EQUIPMENT REDEFINITION**
- Item 19. - **SUPPLEMENTARY PAYMENTS**
- Item 20. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of Coverage **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1.** Subparagraph **j.(2)** of Exclusions of Section **I** – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

- \$10,000 Each Occurrence Limit
- \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I – Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 6. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-“employee” or “volunteer worker” will be reduced by any amount paid or available to the injured co-“employee” or “volunteer worker” under any other valid and collectible insurance.

Item 7. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The “employee” has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 8. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

- 3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 9. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

- 1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- 2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any “occurrence” that takes place after you cease to be a tenant in that premises.

2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 10. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II – Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard” unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a.**, **b.** and **c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 18. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 19. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 20. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Fabricated Metals Manufacturers

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 5. - **PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)**
- Item 12. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 13. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 14. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 15. - **ADDITIONAL INSURED - VENDORS**
- Item 16. - **KNOWLEDGE OF OCCURRENCE**
- Item 17. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 18. - **AMENDMENT FOR WORLDWIDE COVERAGE**
- Item 19. - **BODILY INJURY REDEFINITION**
- Item 20. - **MOBILE EQUIPMENT REDEFINITION**
- Item 21. - **SUPPLEMENTARY PAYMENTS**
- Item 22. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1.** Subparagraph **j.(2)** of Exclusions of Section **I** – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A. Exclusion **j.** of **COVERAGE A** (Section **I – Coverages**) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B. Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
(a) borrowed equipment, or
(b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for insurance provided by paragraph **1.,** above is:
\$10,000 Each Occurrence Limit
\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A. Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

- B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:
Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:
(a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
(b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section **II - Who Is An Insured** is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. “Bodily injury,” “property damage” or “personal and advertising injury,” unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with the Named Insured requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - ADDITIONAL INSURED - VENDORS

A. WHO IS AN INSURED (Section **II**) is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide "your product" for distribution or sale, but only with respect to "bodily injury" or "property damage" caused by an actual or alleged defect or deficiency in "your product" when it leaves the your possession and which is 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, unless 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. (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to **Section IV – Conditions:**

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a)** If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- (b)** That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to SECTION **V** - DEFINITIONS

Paragraph **4.c.** is replaced by the following:

c. all other parts of the world, except

- (1)** any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or
- (2)** with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:

"Foreign based operations" means:

- a.** construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or
- b.** your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or
- c.** your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 19. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 20. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 21. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 22. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

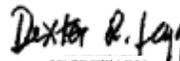
Effective Date

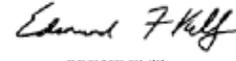
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Manufacturers

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 5. - **PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)**
- Item 12. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 13. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 14. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 15. - **ADDITIONAL INSURED - VENDORS**
- Item 16. - **KNOWLEDGE OF OCCURRENCE**
- Item 17. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 18. - **AMENDMENT FOR WORLDWIDE COVERAGE**
- Item 19. - **BODILY INJURY REDEFINITION**
- Item 20. - **MOBILE EQUIPMENT REDEFINITION**
- Item 21. - **SUPPLEMENTARY PAYMENTS**
- Item 22. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph **j.(2)** of Exclusions of Section **I** – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A. Exclusion j. of COVERAGE A (Section I – Coverages) is amended to add the following
Paragraphs (3) and (4) do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B. Subject to Paragraphs 2., 3., and 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for damages under this provision is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
(a) borrowed equipment, or
(b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs 2., 3., and 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for insurance provided by paragraph 1., above is:
\$10,000 Each Occurrence Limit
\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A. Fire, Lightning Or Explosion Damage
The last paragraph of 2. Exclusions under Section I – Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

- B. Limits for Damage to Premises Rented to You

- Paragraph 6. of Section III – Limits of Insurance is replaced by the following:
Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:
(a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
(b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,
whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section **II - Who Is An Insured** is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and

- (b) the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal injury” or “advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. “Bodily injury,” “property damage” or “personal and advertising injury,” unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with the Named Insured requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - ADDITIONAL INSURED - VENDORS

A. WHO IS AN INSURED (Section **II**) is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide “your product” for distribution or sale, but only with respect to “bodily injury” or “property damage” caused by an actual or alleged defect or deficiency in “your product” when it leaves the your possession and which is 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, unless 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. (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to Section **IV** – Conditions:

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph 4.b. under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to SECTION V - DEFINITIONS

Paragraph 4.c. is replaced by the following:

c. all other parts of the world, except

(1) any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or

(2) with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:

"Foreign based operations" means:

a. construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or

b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or

c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 19. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 20. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 21. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 22. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

LIBERTY DirectSolutions for Retailers

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

Item 1 – REASONABLE FORCE
Item 2. - NON-OWNED WATERCRAFT EXTENSION
Item 3. - VALET PARKING SERVICES
Item 4. - ALIENATED PREMISES
Item 5. - DAMAGE TO BORROWED EQUIPMENT
Item 6. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
Item 8. - BODILY INJURY TO CO-EMPLOYEES
Item 9. - HEALTH CARE PROFESSIONALS AS INSURED
Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES
Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
Item 15. - KNOWLEDGE OF OCCURRENCE
Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS
Item 17. - AMENDMENT FOR WORLDWIDE COVERAGE
Item 18. - BODILY INJURY REDEFINITION
Item 19. - MOBILE EQUIPMENT REDEFINITION
Item 20. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET
Item 21. - SUPPLEMENTARY PAYMENTS
Item 22. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - VALET PARKING SERVICES

Subparagraph g.(3) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (3) Parking an "auto":

- (a) on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or
- (b) that is not owned by or rented to you as part of your "valet parking services".

For the purposes of this coverage, paragraph **2.a.(2)(b)** of Section **II** Who Is An Insured does not apply.

"Valet parking services" means parking arrangements provided by you or those working on your behalf, where your customer's "auto" is parked and retrieved by an attendant whether or not this service is provided for a fee.

Item 4. - ALIENATED PREMISES

- 1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 5. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of Coverage **A** (Section **I – Coverages**) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to "property damage" to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for damages under this provision is \$35,000 for all "occurrences" during the policy period.

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

Item 6. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

- 2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for insurance provided by paragraph **1.**, above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A.** Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II - Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any “occurrence” that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal injury” or “advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. “Bodily injury,” “property damage” or “personal and advertising injury,” unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to **Section IV – Conditions:**

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a)** If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- (b)** That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to Section **V** - Definitions

Paragraph **4.c.** is replaced by the following:

- c.** all other parts of the world, except
 - (1)** any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or
 - (2)** with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:

"Foreign based operations" means:

- a.** construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or

- b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or
- c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

- 1. On, from or in connection with the use of any of your premises; or
- 2. In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph **a.** of the definition of "Products-completed operations hazard" in Section **V** - Definitions is replaced by the following:

"Products-completed operations hazard":

Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

Item 21. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 22. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – CONTRACTORS
ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard”.

There is no coverage for the additional insured for “bodily injury,” “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project insured by an Owners & Contractors Protective Liability or Railroad Protective Liability Policy where you are the contractor designated in that policy’s declarations.
4. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Contractors
(with Excess over Wrap Up)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - ALIENATED PREMISES
- Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 5. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 6. - BODILY INJURY TO CO-EMPLOYEES
- Item 7. - HEALTH CARE PROFESSIONALS AS INSURED
- Item 8. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 9. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 10. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
- Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
- Item 12. - ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS
- Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
- Item 15. - KNOWLEDGE OF OCCURRENCE
- Item 16. EXCESS OVER CONSOLIDATED INSURANCE PROGRAM (WRAP-UP)
- Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS
- Item 18. - BODILY INJURY REDEFINITION
- Item 19. - MOBILE EQUIPMENT REDEFINITION
- Item 20. - SUPPLEMENTARY PAYMENTS
- Item 21. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of Coverage **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for insurance provided by paragraph **1.**, above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2. Exclusions** under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 6. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b)** and **(c)** of SECTION **II – Who Is an Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b)** and **(c)** of SECTION **II – Who Is an Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury"

arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 7. - HEALTH CARE PROFESSIONALS AS INSURED

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 8. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

- 3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 9. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

- 1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- 2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 10. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II – Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that

the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 16. EXCESS OVER CONSOLIDATED INSURANCE PROGRAM (WRAP-UP)

Paragraph **4.b.1.** of Section **IV** – Conditions is amended to add the following as a type of insurance to which this policy is excess:

Insurance that is available to you as a participant in a consolidated (wrap-up) insurance program that has been provided by the prime contractor/project manager or owner of any construction project in which you are involved.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Contractors
(with Professional Liability and Excess over Wrap Up)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

Item 1 – REASONABLE FORCE
Item 2. - NON-OWNED WATERCRAFT EXTENSION
Item 3. - ALIENATED PREMISES
Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
Item 5. - CONTRACTORS PROFESSIONAL LIABILITY
Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
Item 7. - BODILY INJURY TO CO-EMPLOYEES
Item 8. - HEALTH CARE PROFESSIONALS AS INSURED
Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES
Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
Item 13. - ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS
Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
Item 16. - KNOWLEDGE OF OCCURRENCE
Item 17. EXCESS OVER CONSOLIDATED INSURANCE PROGRAM (WRAP-UP)
Item 18. - UNINTENTIONAL ERRORS AND OMISSIONS
Item 19. - BODILY INJURY REDEFINITION
Item 20. - MOBILE EQUIPMENT REDEFINITION
Item 21. - SUPPLEMENTARY PAYMENTS
Item 22. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for insurance provided by paragraph **1.**, above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. – CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of **Section II – Who Is an Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of **Section II – Who Is an Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of **Section II – Who Is an Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is an Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II – Who Is an Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage

for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is an Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal injury” or “advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2. Section IV – Commercial General Liability Conditions** are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. EXCESS OVER CONSOLIDATED INSURANCE PROGRAM (WRAP-UP)

Paragraph **4.b.1.** of Section **IV – Conditions** is amended to add the following as a type of insurance to which this policy is excess:

Insurance that is available to you as a participant in a consolidated (wrap-up) insurance program that has been provided by the prime contractor/project manager or owner of any construction project in which you are involved.

Item 18. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV – Commercial General Liability Conditions** is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 19. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 20. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 21. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 22. - LIBERALIZATION

Section **IV** - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Contractors
(with Professional Liability)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

Item 1 – REASONABLE FORCE
Item 2. - NON-OWNED WATERCRAFT EXTENSION
Item 3. - ALIENATED PREMISES
Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
Item 5. - CONTRACTORS PROFESSIONAL LIABILITY
Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
Item 7. - BODILY INJURY TO CO-EMPLOYEES
Item 8. - HEALTH CARE PROFESSIONALS AS INSURED
Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES
Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)
Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
Item 13. - ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS
Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
Item 16. - KNOWLEDGE OF OCCURRENCE
Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS
Item 18. - BODILY INJURY REDEFINITION
Item 19. - MOBILE EQUIPMENT REDEFINITION
Item 20. - SUPPLEMENTARY PAYMENTS
Item 21. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph j.(2) of Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of exclusion j. of coverage A. do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. – CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I – Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

- 1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
- 2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of **Section II – Who Is An Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

- 3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

- 1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- 2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section **II - Who Is An Insured** is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written

agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal injury” or “advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any premises or equipment leased to you.
- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In connection with your premises; or
- 2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmond F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Food Processors
(with Incident Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - ALIENATED PREMISES
- Item 4. - DAMAGE TO BORROWED EQUIPMENT
- Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 7. – FOOD PROCESSOR’S INCIDENT COVERAGE
- Item 8. - BODILY INJURY TO CO-EMPLOYEES
- Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS
- Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
- Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
- Item 15. - ADDITIONAL INSURED - VENDORS
- Item 16. - KNOWLEDGE OF OCCURRENCE
- Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS
- Item 18. - AMENDMENT FOR WORLDWIDE COVERAGE
- Item 19. - BODILY INJURY REDEFINITION
- Item 20. - MOBILE EQUIPMENT REDEFINITION
- Item 21. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET
- Item 22. - SUPPLEMENTARY PAYMENTS
- Item 23. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A. Exclusion **j.** of **COVERAGE A** (Section **I – Coverages**) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B. Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for insurance provided by paragraph **1.**, above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A. Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

- B. Limits for Damage to Premises Rented to You

- Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:
Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:
- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and

- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. – FOOD PROCESSOR’S INCIDENT COVERAGE

Coverage C - Medical Payments is deleted and replaced by the following:

Coverage C – Food Processor’s Incident Coverage

1. Insuring Agreement

- a. We will pay medical expenses as described below for “bodily injury” caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (i) The accident takes place in the “coverage territory” and during the policy period;
 - (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
 - (4) Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. To any insured, except “volunteer workers”
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under this coverage for all medical expenses because of “bodily injury” sustained by any one person is \$5,000.

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party’s injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or “suit” against you or any other insured arising out of the “occurrence” giving rise to the injured party’s injuries, and alleging that you or any other insured is legally liable for the injured party’s injuries.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of **Section II – Who Is An Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that

the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with the Named Insured requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - ADDITIONAL INSURED - VENDORS

A. WHO IS AN INSURED (Section **II**) is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide "your product" for distribution or sale, but only with respect to "bodily injury" or "property damage" caused by an actual or alleged defect or deficiency in "your product" when it leaves the your possession and which is 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, unless 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:
 - (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - i. (1) The exceptions contained in Subparagraphs **d.** or **f.**; or

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to **Section IV – Conditions:**

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to SECTION V - DEFINITIONS

Paragraph 4.c. is replaced by the following:

c. all other parts of the world, except

(1) any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or

(2) with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:

"Foreign based operations" means:

a. construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or

b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or

c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 19. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 20. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 21. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any of your premises; or

2. In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph a. of the definition of "Products-completed operations hazard" in Section V - Definitions is replaced by the following:

"Products-completed operations hazard":

Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

Item 22. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 23. - LIBERALIZATION

Section **IV** - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmond F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Janitorial Service Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 5. - **JANITORIAL SERVICES – PROPERTY DAMAGE COVERAGE**
- Item 6. - **LOST KEY COVERAGE**
- Item 7. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 8. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 9. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 10. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 11. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 12. - **EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – ONGOING OPERATION**
- Item 13. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 14. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 15. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 16. - **KNOWLEDGE OF OCCURRENCE**
- Item 17. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 18. - **BODILY INJURY REDEFINITION**
- Item 19. - **MOBILE EQUIPMENT REDEFINITION**
- Item 20. - **SUPPLEMENTARY PAYMENTS**
- Item 21. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1.** Subparagraph **j.(2)** of Exclusions of Section **I** – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A. Exclusion j. of COVERAGE A (Section I – Coverages) is amended to add the following
Paragraphs (3) and (4) do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B. Subject to Paragraphs 2., 3., and 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - JANITORIAL SERVICES – PROPERTY DAMAGE COVERAGE

1. Subparagraphs (3), (4), (5) and (6) of exclusion j. of coverage A. do not apply to your building cleaning, maintenance or janitorial services.
2. Exclusions
This insurance does not apply to:
- a. Borrowed equipment,
 - b. "Property damage" to property in your care, custody and control while in transit,
 - c. Lost keys, or
 - d. Theft

3. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

4. Application of Sublimit

Subject to Paragraphs 2., 3., and 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for insurance provided by paragraph 1., above is:

\$10,000 Each Occurrence Limit
\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - LOST KEY COVERAGE

Exclusions j.(3) and j.(4) of COVERAGE A (Section I) and exclusion 2.a.(2) of WHO IS AN INSURED (Section II) do not apply to the loss of keys or key cards by an insured, subject to the following:

- A. The additional insurance provided by this endorsement/provision applies only to the following damages:
- 1. The actual cost of the keys or key cards;
 - 2. Adjustment of locks to accept new keys or key cards; and
 - 3. The cost of new locks, including the cost of their installation, due to your loss of keys; however, this provision does not apply to locks operated by key cards.
- B. The additional insurance provided by this endorsement/provision does not apply to:
- 1. Misappropriation;

2. Secretion;
3. Conversion;
4. Infidelity; or
5. Any dishonest act on the part of any insured.

C. Limits of Insurance:

1. The additional insurance provided by this endorsement/provision is subject to a sublimit of \$100,000 each occurrence. This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.
2. The additional insurance provided by this endorsement/provision is subject the General Aggregate Limit shown in the Declarations.
3. These limits are the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2. Exclusions** under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION **II – Who Is an Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION **II – Who Is an Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of Section **II – Who Is An Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The “employee” has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,
whichever is earlier.
 - b. Coverage **A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any “occurrence” that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – ONGOING OPERATIONS

A. Section II – Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard”.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.
- 2. to "bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project insured by an Owners & Contractors Protective Liability or Railroad Protective Liability Policy where you are the contractor designated in that policy's declarations.
- 4. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any premises or equipment leased to you.
- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

- 1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
- 2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
- 3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2. Section IV – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Professional Services

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 5. - **PROPERTY IN YOUR CARE, CUSTODY OR CONTROL**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 12. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 13. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 14. - **KNOWLEDGE OF OCCURRENCE**
- Item 15. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 16. - **BODILY INJURY REDEFINITION**
- Item 17. - **MOBILE EQUIPMENT REDEFINITION**
- Item 18. - **SUPPLEMENTARY PAYMENTS**
- Item 19. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph j.(2) of Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of Coverage **A** (Section **I** – Coverages) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of Section **III** – Limits Of Insurance, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1.** Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
(a) borrowed equipment, or
(b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

- 2.** Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of Section **III** – Limits Of Insurance, the most we will pay for insurance provided by paragraph **1.,** above is:
\$10,000 Each Occurrence Limit
\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A.** Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I** – Coverage **A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance.

- B.** Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III** – Limits of Insurance is replaced by the following:
Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:
(a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
(b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is an Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is an Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of **Section II – Who Is An Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 13. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 15. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 16. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 17. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 18. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 19. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Real Estate and Property Managers

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

<p>Item 1. - REASONABLE FORCE</p> <p>Item 2. - NON-OWNED WATERCRAFT EXTENSION</p> <p>Item 3. - VALET PARKING SERVICES</p> <p>Item 4. - ALIENATED PREMISES</p> <p>Item 5. - DAMAGE TO BORROWED EQUIPMENT</p> <p>Item 6. - PROPERTY IN YOUR CARE, CUSTODY, OR CONTROL</p> <p>Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE</p> <p>Item 8. - BODILY INJURY TO CO-EMPLOYEES</p> <p>Item 9. - HEALTH CARE PROFESSIONALS AS INSURED</p> <p>Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES</p> <p>Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES</p> <p>Item 12. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – INSTALLATION EXPOSURES</p> <p>Item 13. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION</p> <p>Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS</p> <p>Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT</p> <p>Item 16. - KNOWLEDGE OF OCCURRENCE</p> <p>Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS</p> <p>Item 18. - BODILY INJURY REDEFINITION</p> <p>Item 19. - MOBILE EQUIPMENT REDEFINITION</p> <p>Item 20. - SUPPLEMENTARY PAYMENTS</p> <p>Item 21. - LIBERALIZATION</p>

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - VALET PARKING SERVICES

Subparagraph **g.(3)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (3)** Parking an "auto":

- (a) on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or
- (b) that is not owned by or rented to you as part of your "valet parking services".

For the purposes of this coverage, paragraph **2.a.(2)(b)** of Section **II** Who Is An Insured does not apply.

"Valet parking services" means parking arrangements provided by you or those working on your behalf, where your customer's "auto" is parked and retrieved by an attendant whether or not this service is provided for a fee.

Item 4. - ALIENATED PREMISES

- 1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 5. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of **COVERAGE A** (Section **I – Coverages**) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to "property damage" to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for damages under this endorsement is \$35,000 for all "occurrences" during the policy period.

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

Item 6. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

- 2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for insurance provided by paragraph **1.**, above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A.** Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSURED

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and

2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any “occurrence” that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - INSTALLATION EXPOSURES

A. Section II – Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard” unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal injury” or “advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. “Bodily injury,” “property damage” or “personal and advertising injury,” unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with the Named Insured requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2. Section IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V - DEFINITIONS** section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Restaurants (With Incident Coverage)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - VALET PARKING SERVICES
- Item 4. - ALIENATED PREMISES
- Item 5. - DAMAGE TO BORROWED EQUIPMENT
- Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 7. - RESTAURANT INCIDENT COVERAGE
- Item 8. - BODILY INJURY TO CO-EMPLOYEES
- Item 9. - HEALTH CARE PROFESSIONALS AS INSURED
- Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
- Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
- Item 15. - KNOWLEDGE OF OCCURRENCE
- Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS
- Item 17. - BODILY INJURY REDEFINITION
- Item 18. - MOBILE EQUIPMENT REDEFINITION
- Item 19. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET
- Item 20. - SUPPLEMENTARY PAYMENTS
- Item 21. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of Coverage **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - VALET PARKING SERVICES

Subparagraph **g.(3)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

- (3)** Parking an "auto":

- (a) on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or
- (b) that is not owned by or rented to you as part of your "valet parking services".

For the purposes of this coverage, paragraph **2.a.(2)(b)** of **Section II - Who Is An Insured** does not apply.

"Valet parking services" means parking arrangements provided by you or those working on your behalf, where your customer's "auto" is parked and retrieved by an attendant whether or not this service is provided for a fee.

Item 4. - ALIENATED PREMISES

- 1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 5. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of **COVERAGE A** (Section **I – Coverages**) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to "property damage" to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for damages under this endorsement is \$35,000 for all "occurrences" during the policy period.

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

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2. Exclusions** under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - RESTAURANT INCIDENT COVERAGE

Coverage C - Medical Payments is deleted by the following:

Coverage C – Restaurant Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (i) The accident takes place in the “coverage territory” and during the policy period;
 - (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
 - (4) Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food prepared by you.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. To any insured, except “volunteer workers”
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under this coverage for all medical expenses because of “bodily injury” sustained by any one person is \$5,000.

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party’s injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or “suit” against you or any other insured arising out of the “occurrence” giving rise to the injured party’s injuries, and alleging that you or any other insured is legally liable for the injured party’s injuries.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-“employee” or “volunteer worker” will be reduced by any amount paid or available to the injured co-“employee” or “volunteer worker” under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The “employee” has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

- 3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

- 1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- 2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 18. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 19. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to “bodily injury” or “property damage” arising out of “your products” manufactured, sold, handled or distributed:

- 1.** On, from or in connection with the use of any of your premises; or
- 2.** In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph **a.** of the definition of “Products-completed operations hazard” in Section **V** - Definitions is replaced by the following:

“Products-completed operations hazard”:

Includes all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.

Item 20. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmond F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Retailers
(with Incident Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

Item 1 – REASONABLE FORCE
Item 2. - NON-OWNED WATERCRAFT EXTENSION
Item 3. - VALET PARKING SERVICES
Item 4. - ALIENATED PREMISES
Item 5. - DAMAGE TO BORROWED EQUIPMENT
Item 6. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
Item 8. – RETAILER’S INCIDENT COVERAGE
Item 9. - BODILY INJURY TO CO-EMPLOYEES
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Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
Item 16. - KNOWLEDGE OF OCCURRENCE
Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS
Item 18. - AMENDMENT FOR WORLDWIDE COVERAGE
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Item 20. - MOBILE EQUIPMENT REDEFINITION
Item 21. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET
Item 22. - SUPPLEMENTARY PAYMENTS
Item 23. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of Coverage **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - VALET PARKING SERVICES

Subparagraph **g.(3)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

(3) Parking an "auto":

- (a)** on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or
- (b)** that is not owned by or rented to you as part of your "valet parking services".

For the purposes of this coverage, paragraph **2.a.(2)(b)** of Section **II - Who Is An Insured** does not apply.

"Valet parking services" means parking arrangements provided by you or those working on your behalf, where your customer's "auto" is parked and retrieved by an attendant whether or not this service is provided for a fee.

Item 4. - ALIENATED PREMISES

- 1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2)** Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 5. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of Coverage **A** (Section **I – Coverages**) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to "property damage" to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for damages under this endorsement is \$35,000 for all "occurrences" during the policy period.

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

Item 6. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a)** borrowed equipment, or
 - (b)** "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

- 2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for insurance provided by paragraph **1.,** above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A.** Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III** – Limits of Insurance is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 8. – RETAILER’S INCIDENT COVERAGE

Coverage **C - Medical Payments** is deleted and replaced by the following:

Coverage C – Retailer’s Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (i) The accident takes place in the “coverage territory” and during the policy period;
- (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
- (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.
- (4) Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. To any insured, except “volunteer workers”
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under this coverage for all medical expenses because of “bodily injury” sustained by any one person is \$5,000.

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party's injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

Item 9. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is an Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is an Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 10. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of **Section II – Who Is An Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 11. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is an Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any “occurrence” that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal injury” or “advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. “Bodily injury,” “property damage” or “personal and advertising injury,” unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to Section **IV** – Conditions:

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

- B.** The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

- (3)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

- C.** The following changes are made to Section **V** - Definitions

Paragraph **4.c.** is replaced by the following:

- c.** all other parts of the world, except

(1) any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or

(2) with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:

"Foreign based operations" means:

a. construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or

b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or

c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 19. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 20. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 21. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to “bodily injury” or “property damage” arising out of “your products” manufactured, sold, handled or distributed:

- 1. On, from or in connection with the use of any of your premises; or
- 2. In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph a. of the definition of “Products-completed operations hazard” in Section V - Definitions is replaced by the following:

“Products-completed operations hazard”:

Includes all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.

Item 22. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 23. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Wholesalers and Distributors
(with Incident Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - ALIENATED PREMISES
- Item 4. - DAMAGE TO BORROWED EQUIPMENT
- Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL
- Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 7. – WHOLESALER’S AND DISTRIBUTOR’S INCIDENT COVERAGE
- Item 8. - BODILY INJURY TO CO-EMPLOYEES
- Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS
- Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
- Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
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- Item 22. - SUPPLEMENTARY PAYMENTS
- Item 23. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of Coverage **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of Coverage **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - DAMAGE TO BORROWED EQUIPMENT

- A. Exclusion **j.** of **COVERAGE A (Section I – Coverages)** is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.
- B. Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

Item 5. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of Section **III – Limits Of Insurance**, the most we will pay for insurance provided by paragraph **1.,** above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one “occurrence” regardless of the number of persons or organizations who sustain damage because of that “occurrence.”

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance.**

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and

- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. – WHOLESALER’S AND DISTRIBUTOR’S INCIDENT COVERAGE

Coverage C - Medical Payments is deleted and replaced by the following:

Coverage C – Wholesaler’s and Distributor’s Incident Coverage

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (i) The accident takes place in the "coverage territory" and during the policy period;
 - (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
 - (4) Hepatitis A immune globulin treatment for any "employee" or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers"
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any "employee" or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under this coverage for all medical expenses because of "bodily injury" sustained by any one person is \$5,000.

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party's injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is An Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of **Section II – Who Is An Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - ADDITIONAL INSURED - VENDORS

A. Section II – Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide “your product” for distribution or sale, but only with respect to “bodily injury” or “property damage” caused by an actual or alleged defect or deficiency in “your product” when it leaves the your possession and which is 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, unless 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. (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - AMENDMENT FOR WORLDWIDE COVERAGE

A. The following is added to **Section IV – Conditions:**

Expanded Coverage Territory

1. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured, under our supervision, will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the investigation and defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums within the applicable limit of insurance for the amount of any settlement made with our prior written consent.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

B. The following is added to Paragraph **4.b.** under the Conditions section:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following changes are made to SECTION V - DEFINITIONS

Paragraph 4.c. is replaced by the following:

c. all other parts of the world, except

(1) any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, or

(2) with respect to injury or damage arising out of your "foreign based operations."

The following definition is added:

"Foreign based operations" means:

a. construction, fabrication, erection or installation operations outside the United States (its territories and possessions), Puerto Rico and Canada; or

b. your manufacturing of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada that are distributed or sold by you outside the United States (its territories and possessions), Puerto Rico and Canada; or

c. your direct sale or distribution of goods or products outside the United States (its territories and possessions), Puerto Rico and Canada if those goods or products were manufactured outside the United States (its territories and possessions), Puerto Rico and Canada.

Item 19. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 20. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 21. - PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any of your premises; or

2. In connection with the conduct of any of your operations, when conducted by you or on your behalf;

Paragraph a. of the definition of "Products-completed operations hazard" in Section V - Definitions is replaced by the following:

"Products-completed operations hazard":

Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

Item 22. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 23. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY TO CO-EMPLOYEES - SUPERVISORS AND GOOD SAMARITANS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section **II** - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard” unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the

insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – CONTRACTORS ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard”.

There is no coverage for the additional insured for “bodily injury,” “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project insured by an Owners & Contractors Protective Liability or Railroad Protective Liability Policy where you are the contractor designated in that policy's declarations.
4. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO BORROWED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **j.** of **COVERAGE A** (Section **I** – Coverages) is amended to add the following Paragraphs **(3)** and **(4)** do not apply to “property damage” to borrowed equipment either loaned to you or in your care, custody or control.

B. Subject to Paragraphs **2.**, **3.**, and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for damages under this endorsement is \$35,000 for all “occurrences” during the policy period.

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

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT REDEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **12. f.(1) (a), (b) and (c)** of Section **V** – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

This endorsement is executed by the

Premium \$

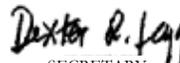
Effective Date

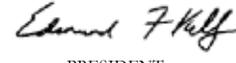
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR NEWLY FORMED OR ACQUIRED ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage **A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

This endorsement is executed by the

Premium \$

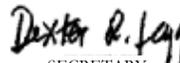
Effective Date

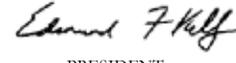
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to “bodily injury” or “property damage” arising out of “your products” manufactured, sold, handled or distributed:

- 1. On, from or in connection with the use of any of your premises, or
- 2. In connection with the conduct of any of your operations, when conducted by you or on your behalf,

Paragraph a. of the definition of “Products-completed operations hazard” in Section V - Definitions is replaced by the following:

“Products-completed operations hazard”:

Includes all “bodily injury” and “property damage” that arises out of “your products” if the “bodily injury” or “property damage” occurs after you have relinquished possession of those products.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RESTAURANT INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage C - Medical Payments is deleted by the following:

Coverage C – Restaurant Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (i) The accident takes place in the “coverage territory” and during the policy period;
- (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
- (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.
- (4) Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food prepared by you.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. To any insured, except “volunteer workers”
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under

this coverage for all medical expenses because of “bodily injury” sustained by any one person is:

- | | | | |
|--------------------------|----------|--------------------------|----------|
| <input type="checkbox"/> | \$ 1,000 | <input type="checkbox"/> | \$ 5,000 |
| <input type="checkbox"/> | \$ 2,500 | <input type="checkbox"/> | \$10,000 |

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party's injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAILER'S INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage C - Medical Payments is deleted and replaced by the following:

Coverage C – Retailer's Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (i) The accident takes place in the "coverage territory" and during the policy period;
- (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
- (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.
- (4) Hepatitis A immune globulin treatment for any "employee" or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers"
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent, if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any "employee" or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under

this coverage for all medical expenses because of "bodily injury" sustained by any one person is:

- | | | | |
|--------------------------|----------|--------------------------|----------|
| <input type="checkbox"/> | \$ 1,000 | <input type="checkbox"/> | \$ 5,000 |
| <input type="checkbox"/> | \$ 2,500 | <input type="checkbox"/> | \$10,000 |

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party's injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOOD PROCESSOR'S INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage C - Medical Payments is deleted and replaced by the following:

Coverage C – Food Processor's Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (i) The accident takes place in the "coverage territory" and during the policy period;
- (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
- (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.
- (4) Hepatitis A immune globulin treatment for any "employee" or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers"
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent, if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any "employee" or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under

this coverage for all medical expenses because of "bodily injury" sustained by any one person is:

- | | |
|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> \$ 1,000 | <input type="checkbox"/> \$ 5,000 |
| <input type="checkbox"/> \$ 2,500 | <input type="checkbox"/> \$10,000 |

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party's injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

This endorsement is executed by the

Premium \$

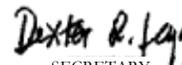
Effective Date

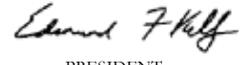
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHOLESALE AND DISTRIBUTORS INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage C - Medical Payments is deleted and replaced by the following:

Coverage C – Wholesalers And Distributors Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (i) The accident takes place in the “coverage territory” and during the policy period;
- (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
- (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.
- (4) Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. To any insured, except “volunteer workers”
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent, if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

However, none of these exclusions apply to medical expenses paid for Hepatitis A immune globulin treatment for any “employee” or customer that has been exposed, or may have been exposed, to Hepatitis A through food sold or prepared by you.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under

this coverage for all medical expenses because of “bodily injury” sustained by any one person is:

- | | | | |
|--------------------------|----------|--------------------------|----------|
| <input type="checkbox"/> | \$ 1,000 | <input type="checkbox"/> | \$ 5,000 |
| <input type="checkbox"/> | \$ 2,500 | <input type="checkbox"/> | \$10,000 |

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party's injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

This endorsement is executed by the

Premium \$

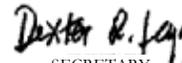
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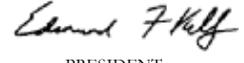
Expiration Date

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Audit Basis

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Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINTENTIONAL ERRORS AND OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This endorsement is executed by the

Premium \$

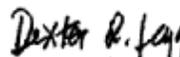
Effective Date

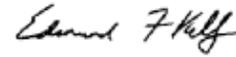
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Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as vendor) to whom you provide "your product" for distribution or sale, but only with respect to "bodily injury" or "property damage" caused by an actual or alleged defect or deficiency in "your product" when it leaves the your possession and which is 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, unless 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:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND WAIVER OF SUBROGATION- LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with the Named Insured requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies. To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - KNOWLEDGE OF OCCURRENCE

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY POLICY

Subparagraph **2.a.**, **b.** and **c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

This endorsement is executed by the

Premium \$

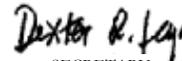
Effective Date

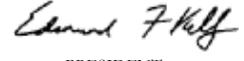
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERALIZATION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY POLICY

Section **IV** - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BODILY INJURY REDEFINED

This endorsement modifies insurance provided under the following:

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

The definition of "Bodily injury" in Section V - DEFINITIONS section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

This endorsement is executed by the

Premium \$

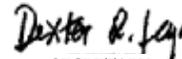
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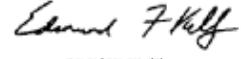
Expiration Date

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Audit Basis

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Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED WATERCRAFT EXTENSION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY POLICY

Subparagraph **g.(2)** of Exclusion **g.** of **COVERAGE A** (Section **I** - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

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Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - PREMIUM RESPONSIBILITY

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY POLICY

Paragraph **E** of COMMON POLICY CONDITIONS (IL 00 17) - PREMIUM is replaced by the following:

E. PREMIUMS

1. Each Named Insured is jointly and severally liable for all premiums due under this policy and for any other financial obligation of any Named Insured to us arising out of any agreements contained in this policy.
2. The First Named Insured shown in the Declarations will be the payee for any return premiums we pay.

This endorsement is executed by the

Premium \$

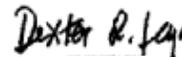
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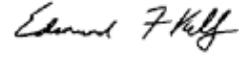
Expiration Date

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Audit Basis

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Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO PREMISES RENTED TO YOU – EXPANDED COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2. Exclusions** under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III – Limits of Insurance** is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightening or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

This endorsement is executed by the

Premium \$

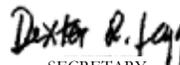
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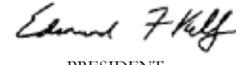
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY POLICY

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

This endorsement is executed by the

Premium \$

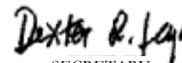
Effective Date

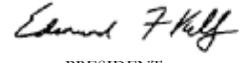
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Audit Basis

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Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALET PARKING SERVICES

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY POLICY

Subparagraph **g.(3)** of Exclusion **g.** of **COVERAGE A** (Section **I** - Coverages) is replaced by the following:

- (3)** Parking an "auto":
 - (a)** on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or
 - (b)** that is not owned by or rented to you as part of your "valet parking services".

For the purposes of this coverage, paragraph **2.a.(2)(b)** of Section **II** Who Is An Insured does not apply.

"Valet parking services" means parking arrangements provided by you or those working on your behalf, where your customer's "auto" is parked and retrieved by an attendant whether or not this service is provided for a fee.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Janitorial Services - Property Damage Coverage

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Coverage

Subparagraphs (3), (4), (5) and (6) of exclusion j. of coverage A. do not apply to your building cleaning, maintenance or janitorial services.

2. Additional Exclusion

This insurance does not apply to:

- a. Borrowed equipment,
- b. "Property damage" to property in your care, custody and control while in transit.,
- c. Lost keys, or
- d. Theft

3. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

4. Application of Sublimit

Subject to Paragraphs 2., 3., and 5. of SECTION III – LIMITS OF INSURANCE, the most we will pay for insurance provided by item 1., above is:

- \$10,000 Each Occurrence Limit
- \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

This endorsement is executed by the

Premium \$

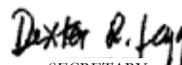
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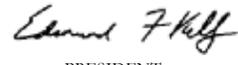
Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL HEALTH CARE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **2.a. (1) (d)** of Section **II** – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The “employee” has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


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Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS OVER CONSOLIDATED INSURANCE PROGRAM (WRAP-UP)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **4.b.1.** of Section **IV** – Conditions is amended to add the following as a type of insurance to which this policy is excess:

Insurance that is available to you as a participant in a consolidated (wrap-up) insurance program that has been provided by the prime contractor/project manager or owner of any construction project in which you are involved.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD ADDITIONAL INSURED AND WAIVER OF SUBROGATION – SCHEDULED CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule:

--

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule above.:

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability arising out of your ongoing operations performed for the additional insured by you, your employees, your agents, or your subcontractors.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard” unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability arising out of "your work" performed for that insured by you, your employees, your agents, or your subcontractors.and included in the "products-completed operations hazard".

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Legg
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BROAD ADDITIONAL INSURED AND WAIVER OF SUBROGATION – SCHEDULED CONTRACTORS –
ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule:

--

A. Section **II** - Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule above.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability arising out of your ongoing operations performed for the additional insured by you, your employees, your agents, or your subcontractors.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard".

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project insured by an Owners & Contractors Protective Liability or Railroad Protective Liability Policy where you are the contractor designated in that policy's declarations.
4. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

Subject to the exclusions above, this insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured would have had the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edward F Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD ADDITIONAL INSURED AND WAIVER OF SUBROGATION – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule:

--

A. Section **II** – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) in the Schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the acts or omissions of you or those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

That person or organization shall be referred to as the additional insured.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

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Audit Basis

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Dexter R. Lay
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD ADDITIONAL INSURED AND WAIVER OF SUBROGATION – SCHEDULED MANAGERS AND LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Scheduled Manager or Lessor of Premises Leased by You:

--

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the manager or lessor shown in the Schedule, provided that:

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you.

B. WAIVER OF SUBROGATION

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. EXCLUSIONS

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the additional insured.
3. Any premises for which coverage is excluded by endorsement.

D. OTHER INSURANCE

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Linn
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

SERFF Tracking Number: LMUG-125316592 *State:* Arkansas
First Filing Company: The First Liberty Insurance Corporation, ... *State Tracking Number:* AR-PC-07-026500
Company Tracking Number: LGLF-CW-006-07
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LMUG-125316592 State: Arkansas
First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
Company Tracking Number: LGLF-CW-006-07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Supporting Document Schedules

Review Status:
Bypassed -Name: Uniform Transmittal Document-
Property & Casualty **Approved** 10/29/2007
Bypass Reason: NA
Comments:

Review Status:
Satisfied -Name: Form Memorandum/Inventory **Approved** 10/29/2007
Comments:
Form Filing Memorandum and Inventory attached for your reference
Attachments:
Form Filing Memorandum.pdf
CW Inventory.pdf

LIBERTY MUTUAL COMPANIES FILING MEMORANDUM

In an effort to remain competitive in the marketplace, we are making this filing to update current “LIBERTY DirectSolutions” endorsements and to introduce new “LIBERTY DirectSolutions” forms for additional industries. In addition to the “LIBERTY DirectSolutions” package of endorsements, we are filing new and/or revised endorsements to represent each of the individual coverage grants found within the “LIBERTY DirectSolutions” program. However, individual coverages that are currently up to date and available for use through previous ISO or Liberty Mutual Group filings are not being filed again with this filing package.

With the exception of the LG 31 53 09 07 LIBERTY DirectEnhancement, all of the endorsements are optional. The LG 31 53 09 07 LIBERTY DirectEnhancement replaces the LG 31 53 05 04 General Amendatory Endorsement; it includes additional coverage grants and a new name to better reflect the broadening nature of the form. The LG 31 53 09 07 LIBERTY DirectEnhancement will be mandatory for all policyholders unless the customer’s policy is endorsed with one of the “LIBERTY DirectSolutions” endorsements, which automatically include all of the LIBERTY DirectEnhancement items.

Countrywide - Forms Inventory

Form Number	Form Title	Intent	New/Revised	Replaces Form Number	Prior Project #	Optional/Mandatory	Restrict/Broaden	Additional Premium Charge
LG 10 17 09 07	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors	Gives Ongoing & Completed Ops Additional Insured and Waiver of Subrogation for third parties when required by contract. Provides Primary Non-Contributory coverage when required by contract. Responds to construction operations but excludes RRP/OCP policies, architects engineers and surveyors, and OCIPs. Coverage does not apply towards the sole negligence of Additional Insured unless the contract between the third party and the insured requires this degree of indemnification and only subject to the jurisdiction's contractual statutes.	Revised	LG 10 17 05 01	not avail.	O	Broaden	None
LG 10 18 09 07	Additional Insured and Waiver Of Subrogation - Managers & Lessors of Premises	Revised LG 1018 to remove expansion to non construction operations, created separate form for this instead (LDS 3b). New LG 1018 provides Additional Insured for third party Managers & Lessors of Premises and also offers Waiver of Subrogation for any party qualifying as an Additional Insured. Coverage does not apply to the sole negligence of the Additional Insured unless the contract requires this degree of indemnification and only subject to jurisdiction's contractual statutes. Excludes occurrences that take place after insured is no longer a tenant, any construction operations performed by or on behalf of the AI and any premises specifically excluded from the policy.	Revised	LG 10 18 R1 08 05	LGLF-CW-019-05	O	Broaden	None
LG 20 55 09 07	Amendment for Worldwide Coverage	Provides defense and indemnification for foreign suits if there is a US connection per the defined coverage territory. If we are prohibited from defending we will reimburse upon consultation. No coverage for trade with US sanctioned countries.	Revised	LG 20 55 09 87	not avail.	O	Broaden	0.5% of total GL manual premium subject to our filed Experience and Schedule Rating Plans.
LG 20 72 09 07	Lost Key Coverage	Amends exclusions J(3) and J(4) as well as Who is an Insured to provide coverage to the insured for lost keys or key cards of customers.	Revised	LG 20 72 02 98	not avail.	O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans.
LG 31 53 09 07	LIBERTY DirectEnhancement	Packages incidental coverage enhancements for customers.	Revised	LG 31 53 02 05	LGLF-CW-013A-04	M (unless LDS attached)	Broaden	None
LG 31 59 09 07	LIBERTY DirectSolutions for Restaurants	Packages specific coverages that meet the needs of customers in the Restaurant industry (SIC 58xx) and provides a solution to their industry specific exposures.	Revised	LG 31 59 08 04	LGLF-CW-022-04	O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 31 60 09 07	LIBERTY DirectSolutions for Food Processors	Packages specific coverages that meet the needs of customers in the Food Processing industry (SIC 20xx) and provides a solution to their industry specific exposures.	Revised	LG 31 60 04 05	LGLF-CW-002-05	O	Broaden	7% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 31 79 09 07	LIBERTY DirectSolutions for Wholesalers & Distributors	Packages specific coverages that meet the needs of customers in the Restaurant industry (SIC 50xx-51xx) and provides a solution to their industry specific exposures.	Revised	LG 31 79 05 05	LGLF-CW-005-05	O	Broaden	7% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.

Countrywide - Forms Inventory

Form Number	Form Title	Intent	New/ Revised	Replaces Form Number	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LG 31 80 09 07	LIBERTY DirectSolutions for Contractors	Packages specific coverages that meet the needs of contractors (SIC 15xx-17xx) and provide a solution to their industry specific exposures. This version is the "basic" version that does not include Professional Liability or Excess over Wrap-Up coverages that need to be offered and underwritten individually.	Revised	LG 31 80 05 05	LGLF-CW-005-05	O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 31 91 09 07	LIBERTY DirectSolutions for Fabricated Metals Manufacturers	Packages specific coverages that meet the needs of customers in the Fabricated Metals Manufacturing industry (SIC 34xx) and provides a solution to their industry specific exposures.	Revised	LG 31 91 07 05	LGLF-CW-009-05	O	Broaden	7% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 13 09 07	LIBERTY DirectSolutions for Manufacturers	Packages specific coverages that meet the needs of customers in the Manufacturing industry (SIC 20xx-39xx) and provides a solution to their industry specific exposures.	Revised	LG 32 13 11 05	LGLF-CW-020-05	O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 14 09 07	LIBERTY DirectSolutions for Retailers	Packages specific coverages that meet the needs of customers in the Retail industry (SIC 52xx-54xx, 57xx and 59xx) and provides a solution to their industry specific exposures.	Revised	LG 32 14 09 05	LGLF-CW-017-05	O	Broaden	3% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 20 09 07	Expanded Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	Gives Ongoing Ops Additional Insured & Waiver of Subrogation status for third parties when required by contract. Provides PNC coverage when required by contract. Responds to construction operations but excludes RRP/OCF policies, architects engineers and surveyors, OCIPs and completed operations. Coverage does not apply to sole negligence of Additional Insured unless required by contract and only subject to jurisdiction's contractual statutes.	Revised	LG 32 20 08 05	LGLF-CW-019-05	O	Broaden	None
LG 32 32 09 07	LIBERTY DirectSolutions for Contractors (with Excess over Wrap Up)	Packages specific coverages that meet the needs of contractors (SIC 15xx-17xx) and provide a solution to their industry specific exposures. This version is an expanded version of the basic contractors endorsement in that it includes Excess over Wrap-Up coverage that can be offered and underwritten for individual customers.	New			O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans plus 10% of premium that would be generated if wrap up jobs were primary. Minimum premium of \$500.
LG 32 33 09 07	LIBERTY DirectSolutions for Contractors (with Professional Liability and Excess over Wrap Up)	Packages specific coverages that meet the needs of contractors (SIC 15xx-17xx) and provide a solution to their industry specific exposures. This version is an expanded version of the basic contractors endorsement in that it includes a limited amount of Professional Liability coverage (using CG 2280 language) as well as Excess over Wrap Up coverage, both of which are offered and underwritten for individual customers.	New			O	Broaden	2.5% of total GL manual premium subject to our filed Experience and Schedule Rating Plans plus 10% of premium that would be generated if wrap up jobs were primary. Minimum premium of \$500.

Countrywide - Forms Inventory

Form Number	Form Title	Intent	New/ Revised	Replaces Form Number	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LG 32 34 09 07	LIBERTY DirectSolutions for Contractors (with Professional Liability)	Packages specific coverages that meet the needs of contractors (SIC 15xx-17xx) and provide a solution to their industry specific exposures. This version is an expanded version of the basic contractors endorsement in that it includes a limited amount of Professional Liability coverage (using CG 2280 language) that can be offered and underwritten for individual customers.	New			O	Broaden	2.5% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 35 09 07	LIBERTY DirectSolutions for Food Processors (with Incident Coverage)	Packages specific coverages that meet the needs of customers in the Food Processing industry (SIC 20xx) and provides a solution to their industry specific exposures. Includes Incident Coverage which responds like Medical Payment but also includes hepatitis A treatments and requires beneficiaries to waive future litigation.	New			O	Broaden	7% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 37 09 07	LIBERTY DirectSolutions for Janitorial Service Contractors	Packages specific coverages that meet the needs of customers in the Building Maintenance/Janitorial Service industry (SIC 7349) and provides a solution to their industry specific exposures.	New			O	Broaden	3% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 38 09 07	LIBERTY DirectSolutions for Professional Services	Packages specific coverages that meet the needs of customers in the Professional Services segment (SIC 73xx and 87xx) and provides a solution to their industry specific exposures.	New			O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 39 09 07	LIBERTY DirectSolutions for Real Estate and Property Managers	Packages specific coverages that meet the needs of customers in the Real Estate and Property Management industry (SIC 65xx) and provides a solution to their industry specific exposures.	New			O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 40 09 07	LIBERTY DirectSolutions for Restaurants (with Incident Coverage)	Packages specific coverages that meet the needs of customers in the Restaurant industry (SIC 58xx) and provides a solution to their industry specific exposures. Includes Incident Coverage which responds like Medical Payment but also includes hepatitis A treatments and requires beneficiaries to waive future litigation.	New			O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 41 09 07	LIBERTY DirectSolutions for Retailers (with Incident Coverage)	Packages specific coverages that meet the needs of customers in the Retail industry (SIC 52xx-54xx, 57xx and 59xx) and provides a solution to their industry specific exposures. Includes Incident Coverage which replaces Medical Payments but responds like Medical Payment while also including coverage for hepatitis A treatments. Accepting payments and the Incident coverage requires beneficiaries to waive future litigation.	New			O	Broaden	3% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.
LG 32 42 09 07	LIBERTY DirectSolutions for Wholesalers and Distributors (with Incident Coverage)	Packages specific coverages that meet the needs of customers in the Restaurant industry (SIC 50xx-51xx) and provides a solution to their industry specific exposures. Includes Incident Coverage which responds like Medical Payment but also includes hepatitis A treatments and requires beneficiaries to waive future litigation.	New			O	Broaden	7% of total GL manual premium subject to our filed Experience and Schedule Rating Plans. Minimum premium of \$500.

Countrywide - Forms Inventory

Form Number	Form Title	Intent	New/ Revised	Replaces Form Number	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LG 32 43 09 07	Bodily Injury to Co-Employees - Supervisors and Good Samaritans	Amends Who is an Insured to provide insured status to employees for employee-to-employee injuries as a result of Good Samaritan services and also gives insured status to supervisors and managers for any supervisor-to-employee injuries.	New			O	Broaden	None
LG 32 44 09 07	Blanket Additional Insured and Waiver Of Subrogation - Contractors	Gives Ongoing & Completed Ops Additional Insured and Waiver of Subrogation for third parties when required by contract. Provides Primary Non-Contributory coverage when required by contract. Responds to construction operations but excludes RRP/OCP policies, architects engineers and surveyors, and OCIPs. Coverage does not apply towards the sole negligence of Additional Insured.	New			O	Broaden	None
LG 32 45 09 07	Blanket Additional Insured and Waiver Of Subrogation - Person or Organization	Third parties eligible for Additional Insured status when required by contract. Contains exclusions for leased premises & construction operations. Coverage does not apply to the sole negligence of the AI unless the contract requires and subject to jurisdiction's contractual statutes.	New			O	Broaden	None
LG 32 46 09 07	Blanket Additional Insured and Waiver Of Subrogation - Contractors Ongoing Operations	Gives Ongoing Ops Additional Insured & Waiver of Subrogation status for third parties when required by contract. Provides PNC coverage when required by contract. Responds to construction operations but excludes RRP/OCP policies, architects engineers and surveyors, OCIPs and completed operations. Coverage does not apply to sole negligence of Additional Insured.	New			O	Broaden	None
LG 32 47 09 07	Additional Insured - State, Municipality, or Political Subdivision - Permits	Provides Additional Insured status to states, municipalities and political subs who have issued a permit to our customer. Additional Insured status does not apply to completed operations unless required by written contract. Additional Insured status does not apply to sole negligence of Additional Insured. Like ISO version, coverage does not apply to operations performed for the state, municipality or political subdivision.	New			O	Broaden	None
LG 32 48 09 07	Damage to Borrowed Equipment	Gives limited amount of coverage back for exclusions J (3) and J(4).	New			O	Broaden	1.5% of total GL manual premium subject to our filed Experience and Schedule Rating Plans.
LG 32 49 09 07	Mobile Equipment Redefinition	Amends a portion of the definition of Mobile Equipment.	New			O	Broaden	None
LG 32 50 09 07	Coverage For Newly Formed or Acquired Entities	Amends Who is An Insured to provide automatic insured status to newly formed or acquired entities other than joint ventures. Coverage applies for up to 180 days or until insurance is purchased for the new entity.	New			O	Broaden	None
LG 32 52 09 07	Products Completed Operations Hazard Redefined - Blanket	Amends definition of Products Completed Operations hazard to recognize a customer's purchase of a product as no longer be an Ongoing Operation even if the customer has not left the premises.	New			O	Broaden	None

Countrywide - Forms Inventory

Form Number	Form Title	Intent	New/ Revised	Replaces Form Number	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LG 32 53 09 07	Restaurant Incident Coverage	Replaces Medical Payments but responds like Medical Payment while also including coverage for hepatitis A treatments. Accepting payments under the Incident coverage requires beneficiaries to waive future litigation.	New			O	Broaden	None, but no credit for removal of Med Pay coverage as \$5,000 is built into loss costs
LG 32 54 09 07	Retailer's Incident Coverage	Replaces Medical Payments but responds like Medical Payment while also including coverage for hepatitis A treatments. Accepting payments under the Incident coverage requires beneficiaries to waive future litigation.	New			O	Broaden	None, but no credit for removal of Med Pay coverage as \$5,000 is built into loss costs
LG 32 55 09 07	Food Processor's Incident Coverage	Replaces Medical Payments but responds like Medical Payment while also including coverage for hepatitis A treatments. Accepting payments under the Incident coverage requires beneficiaries to waive future litigation.	New			O	Broaden	None, but no credit for removal of Med Pay coverage as \$5,000 is built into loss costs
LG 32 56 09 07	Wholesalers & Distributors Incident Coverage	Replaces Medical Payments but responds like Medical Payment while also including coverage for hepatitis A treatments. Accepting payments under the Incident coverage requires beneficiaries to waive future litigation.	New			O	Broaden	None, but no credit for removal of Med Pay coverage as \$5,000 is built into loss costs
LG 32 57 09 07	Unintentional Errors & Omissions	Amends Conditions of policy to indicate that the insured's accidental omission or miscommunication of hazards does not preclude coverage for the hazard but could warrant additional premium.	New			O	Broaden	None
LG 32 58 09 07	Additional Insured - Vendors	Additional Insured and Waiver of Subrogation for third parties when required by contract. Provides Primary Non-Contributory coverage when required by contract. Responds to vendors operations similar to the CG 2015 but only responds to vendor if the insured's product is 'defective or deficient'	New			O	Broaden	20% of GL Products/Completed Operations manual premium subject to our filed Experience and Schedule Rating Plans.
LG 32 59 09 07	Additional Insured and Waiver of Subrogation - Lessor of Leased Equipment	Additional Insured for third party lessors of equipment when required by written contract until the contract for equipment lease expires. Provides Waiver of Subrogation for any third party that qualifies as Additional Insured. Primary/Non-Contributory when required by contract. No coverage for AI's sole negligence.	New			O	Broaden	None
LG 32 60 09 07	Amendment - Knowledge of Occurrence	Puts clarification around the Notice of Occurrence provision of policy by indicating that any person w/ risk management responsibilities to be subject to notification requirements.	New			O	Broaden	None
LG 32 61 09 07	Liberalization	Provides that for any coverage on the insured's policy, any expansions we make to the coverage will apply automatically to the insured.	New			O	Broaden	None
LG 32 62 09 07	Bodily Injury Redefined	Includes "mental anguish" in the definition of "bodily injury"	New			O	Broaden	None
LG 32 63 09 07	Non Owned Watercraft Extension	Extends exclusion g. exception for watercraft to 55.	New			O	Broaden	None
LG 32 64 09 07	Amendment - Premium Responsibility	Amends IL 0017 to indicate that all Named Insureds are jointly and severally liable for premiums or billings. Refunds will be directed to the First Named Insured.	New			O	No Impact	None

Countrywide - Forms Inventory

Form Number	Form Title	Intent	New/ Revised	Replaces Form Number	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LG 32 65 09 07	Damage To Premises Rented To You - Expanded Coverage	Clarifies that Damage to Premises Rented to You includes consequential damage that is the result of fire, lightning or explosion, i.e. water damage.	New			O	Broaden	None
LG 32 66 09 07	Amendment - Supplementary Payments	Increases the supplementary payments limits for Bail Bonds and Loss of Earnings.	New			O	Broaden	None
LG 32 67 09 07	Valet Parking Services	Amends exclusion g. to provide for coverage to autos as part of Valet Parking Services, regardless of proximity of parking space to insured's locations.	New			O	Broaden	None
LG 32 68 09 07	Janitorial Services - Property Damage Coverage	Removes exclusion J (3), (4), (5) and (6) for janitorial services. Excludes borrowed equipment, property in transit, lost keys and theft.	New			O	Broaden	1% of total GL manual premium subject to our filed Experience and Schedule Rating Plans.
LG 32 69 09 07	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors	Provides Additional Insured status on a scheduled basis to provide known parties with Additional Insured coverage that does not exclude sole negligence	New			O	Broaden	20% of the Total GL premium that is attributable to the insured's relationship with the additional insured, subject to our filed Experience and Schedule Rating Plans. \$1,000 minimum premium per Scheduled additional insured.
LG 32 70 09 07	Broad Additional Insured and Waiver of Subrogation - Scheduled Contractors - Ongoing Operations	Provides Additional Insured status on a scheduled basis to provide known parties with Additional Insured coverage that does not exclude sole negligence	New			O	Broaden	20% of the Premises/Operations GL premium that is attributable to the insured's relationship with the additional insured, subject to our filed Experience and Schedule Rating Plans. \$500 minimum premium per Scheduled additional insured.
LG 32 71 09 07	Broad Additional Insured and Waiver of Subrogation - Scheduled Person Or Organization	Provides Additional Insured status on a scheduled basis to provide known parties with Additional Insured coverage that does not exclude sole negligence	New			O	Broaden	20% of the Total GL premium that is attributable to the insured's relationship with the additional insured, subject to our filed Experience and Schedule Rating Plans. \$1,000 minimum premium per Scheduled additional insured.
LG 32 72 09 07	Broad Additional Insured and Waiver of Subrogation - Scheduled Managers and Lessors of Premises	Provides Additional Insured status on a scheduled basis to provide known parties with Additional Insured coverage that does not exclude sole negligence	New			O	Broaden	20% of the Premises/Operations GL premium that is attributable to the insured's relationship with the additional insured, subject to our filed Experience and Schedule Rating Plans. \$500 minimum premium per Scheduled additional insured.
LG 60 40 09 07	Professional Healthcare Amendment	Amends Who is an Insured to provide insured status to professional health care employees that are not otherwise insured as long as the insured's primary business is not healthcare.	Revised	LG 60 40 R2 02 99	not avail.	O	Broaden	None
LG 60 80 09 07	Excess Over Consolidated Insurance Program (Wrap Up)	Amends Excess provision of Conditions to indicate that the insured's Wrap-Up work will be covered but only in excess of coverage available under the Wrap-Up program.	Revised	LG 60 80 02 99	not avail.	O	Broaden	10% of premium that would be generated if wrap up jobs were primary. Minimum premium of \$500.

SERFF Tracking Number: LMUG-125316592 State: Arkansas
 First Filing Company: The First Liberty Insurance Corporation, ... State Tracking Number: AR-PC-07-026500
 Company Tracking Number: LGLF-CW-006-07
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Commercial General Liability
 Project Name/Number: Liberty GL Direct Solutions-New and Revised Forms and Pricing /LGLF-CW-006-07

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	LIBERTY DirectSolutions for Real Estate and Property Managers	10/19/2007	LG 3239 09 07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Real Estate and Property Managers

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **VALET PARKING SERVICES**
- Item 4. - **ALIENATED PREMISES**
- Item 5. - **DAMAGE TO BORROWED EQUIPMENT**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – INSTALLATION EXPOSURES**
- Item 12. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 13. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 14. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 16. - **KNOWLEDGE OF OCCURRENCE**
- Item 17. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 18. - **BODILY INJURY REDEFINITION**
- Item 19. - **MOBILE EQUIPMENT REDEFINITION**
- Item 20. - **SUPPLEMENTARY PAYMENTS**
- Item 21. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion **a.** of COVERAGE **A** is 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.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph **g.(2)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 55 feet long; and
 - (b)** Not being used for public transportation or as a common carrier.

Item 3. - VALET PARKING SERVICES

Subparagraph **g.(3)** of Exclusion **g.** of COVERAGE **A** (Section **I** - Coverages) is replaced by the following:

- (3)** Parking an "auto":

- (a) on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or
- (b) that is not owned by or rented to you as part of your "valet parking services".

For the purposes of this coverage, paragraph **2.a.(2)(b)** of Section **II** Who Is An Insured does not apply.

"Valet parking services" means parking arrangements provided by you or those working on your behalf, where your customer's "auto" is parked and retrieved by an attendant whether or not this service is provided for a fee.

Item 4. - ALIENATED PREMISES

- 1. Subparagraph **j.(2)** of Exclusions of Section **I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 5. - DAMAGE TO BORROWED EQUIPMENT

- A.** Exclusion **j.** of **COVERAGE A** (Section **I – Coverages**) is amended to add the following
Paragraphs **(3)** and **(4)** do not apply to "property damage" to borrowed equipment either loaned to you or in your care, custody or control.
- B.** Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for damages under this endorsement is \$35,000 for all "occurrences" during the policy period.

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

Item 6. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- 1. Subparagraphs **(3)** and **(4)** of exclusion **j.** of coverage **A.** do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

- 2. Limits of Insurance
Subject to Paragraphs **2., 3.,** and **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for insurance provided by paragraph **1.**, above is:
 - \$10,000 Each Occurrence Limit
 - \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 7. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

- A.** Fire, Lightning Or Explosion Damage
The last paragraph of **2.** Exclusions under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III – Limits of Insurance**.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of SECTION II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The “employee” has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and

2. the written agreement is in effect at the time of the “bodily injury”, “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any “occurrence” that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - INSTALLATION EXPOSURES

A. Section II – Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the “bodily injury,” “property damage,” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the “bodily injury,” “property damage,” or “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to “bodily injury,” or “property damage,” “personal and advertising injury” arising out of “your work” included in the “products-completed operations hazard” unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state’s law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

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

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured 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 or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make 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 or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with the Named Insured requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2. Section IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V - DEFINITIONS** section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V – Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmond F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.