

SERFF Tracking Number: WAUS-125266512 State: Arkansas
First Filing Company: Wausau Underwriters Insurance Company, ... State Tracking Number: AR-PC-07-025866
Company Tracking Number: GLF-CW-009-07
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Submission of company forms to accompany the ISO (12-07) 8th Generation Revisions/GLF-CW-009-07

Filing at a Glance

Companies: Wausau Underwriters Insurance Company, Employers Insurance Company of Wausau, Wausau Business Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: WAUS-125266512 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-025866
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GLF-CW-009-07 State Status:
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Polly Becker1 Disposition Date: 08/28/2007
Date Submitted: 08/22/2007 Disposition Status: Approved
Effective Date Requested (New): 12/01/2007 Effective Date (New):
Effective Date Requested (Renewal): 12/01/2007 Effective Date (Renewal):

General Information

Project Name: Submission of company forms to accompany the ISO (12-07) 8th Generation Revisions Status of Filing in Domicile: Pending
Project Number: GLF-CW-009-07 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 08/28/2007
State Status Changed: 08/22/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
PROJECT # GLR-CW-054-07
EMPLOYERS INSURANCE COMPANY OF WAUSAU NAIC-0111-21458
WAUSAU UNDERWRITERS INSURANCE COMPANY NAIC-0111-26042
WAUSAU BUSINESS INSURANCE COMPANY NAIC-0111-26069

COMMERCIAL GENERAL LIABILITY
COMPANY ENDORSEMENTS
COMPANY EXCEPTION PAGES

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REQUESTED EFFECTIVE DATE: DECEMBER 1, 2007

The captioned companies submit, for your review, revised endorsements and new/revised company exception pages. The endorsement will be used with the Coverage Parts listed on the endorsements.

The revised endorsements reflect ISO's 2007 General Liability Multistate Forms Revisions. Please see the attached Inventory for purpose of this filing. There has been no revision made to the previously filed and approved pricing.

I will appreciate acknowledgment/approval of this submission.

Sincerely,

Polly Becker
State Filings Analyst
1-877-792-8728, Ext. 7434
Fax: 1-715-842-6828
Polly.Becker@wausau.com
Enclosure

Company and Contact

Filing Contact Information

Polly Becker, State Filings Analyst Polly.Becker@Wausau.com
PO BOX 8017 (877) 792-8728 [Phone]
Wausau, WI 54402-8017 (715) 842-6828[FAX]

Filing Company Information

Wausau Underwriters Insurance Company	CoCode: 26042	State of Domicile: Wisconsin
P O Box 8017	Group Code: 111	Company Type:
Wausau, WI 54402-8017	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 39-1341459	

Employers Insurance Company of Wausau	CoCode: 21458	State of Domicile: Wisconsin
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P O Box 8017
Wausau, WI 54402-8017
(877) 792-8728 ext. [Phone]

Group Code: 111
Group Name:
FEIN Number: 39-0264050

Company Type:
State ID Number:

Wausau Business Insurance Company
P O Box 8017
Wausau, WI 54402-8017
(877) 792-8728 ext. [Phone]

CoCode: 26069
Group Code: 111
Group Name:
FEIN Number: 36-3522250

State of Domicile: Wisconsin
Company Type:
State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 for form filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Insurance Company of Wausau	\$50.00	08/22/2007	15233319
Wausau Underwriters Insurance Company	\$0.00	08/22/2007	
Wausau Business Insurance Company	\$0.00	08/22/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/28/2007	08/28/2007

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Disposition

Disposition Date: 08/28/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Form # GL2439 approved with defense within the limits of liability, pursuant to AR Code Anno. 23-79-303 exemption for pollution coverage, as this is "buy-back" pollution coverage endorsement.

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	Inventory	Approved	Yes
Form	McDonald's Franchisee Hired Auto And Nonowned Auto Liability Endorsement	Approved	Yes
Form	Wausau EXPRESS Liability Endorsement	Approved	Yes
Form	Wausau EXPRESS Retail Liability Endorsement	Approved	Yes
Form	Wausau EXPRESS Hospitality Liability Endorsement	Approved	Yes
Form	Wausau EXPRESS Restaurant Liability Endorsement	Approved	Yes
Form	Wausau EXPRESS Hospitality Liability Endorsement Supplement	Approved	Yes
Form	Wausau EXPRESS Liquor Liability Endorsement	Approved	Yes
Form	Inoculation Expense Reimbursement	Approved	Yes
Form	Wausau EXPRESS Food Products Manufacturing Liability Endorsement	Approved	Yes
Form	Printers Errors And Omissions Coverage Endorsement	Approved	Yes
Form	Printers Errors And Omissions Expense Coverage Endorsement	Approved	Yes
Form	Who is an Insured Redefined Endorsement	Approved	Yes
Form	Additional Insured Endorsement - Written Contract	Approved	Yes
Form	Additional Named Insured Endorsement Designated Premises	Approved	Yes
Form	Additional Insured Endorsement (Partnership, Joint Venture or Limited Liability Company)	Approved	Yes
Form	Medical Payments Coverage Amendment Endorsement	Approved	Yes
Form	Other Insurance Amendment Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	McDonald's Franchisee Hired Auto And Nonowned Auto Liability Endorsement	GL0433 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL0433 07-06 Previous Filing #:		GL0433 12-07.pdf
Approved	Wausau EXPRESS Liability Endorsement	GL0566 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL0566 10-05 Previous Filing #:		GL0566 12-07.pdf
Approved	Wausau EXPRESS Retail Liability Endorsement	GL0567 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL0567 10-05 Previous Filing #:		GL0567 12-07.pdf
Approved	Wausau EXPRESS Hospitality Liability Endorsement	GL0568 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL0568 10-05 Previous Filing #:		GL0568 12-07.pdf
Approved	Wausau EXPRESS Restaurant Liability Endorsement	GL0569 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL0569 10-05 Previous Filing #:		GL0569 12-07.pdf
Approved	Wausau EXPRESS Hospitality Liability Endorsement Supplement	GL0570 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL0570 01-07 Previous Filing #:		GL0570 12-07.pdf
Approved	Wausau EXPRESS Liquor Liability	GL0571 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL0571 11-04 Previous Filing #:		GL0571 12-07.pdf

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Approval	Endorsement	Policy	Effective	Endorsement	Replaced	Form	File
Approved	Inoculation Expense Reimbursement	GL0572	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL0572 12-07.pdf
Approved	Wausau EXPRESS Food Products Manufacturing Liability Endorsement	GL0573	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL0573 12-07.pdf
Approved	Printers Errors And Omissions Coverage Endorsement	GL0574	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL0574 12-07.pdf
Approved	Printers Errors And Omissions Expense Coverage Endorsement	GL0575	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL0575 12-07.pdf
Approved	Who is an Insured Redefined Endorsement	GL2006	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL2006 12-07.pdf
Approved	Additional Insured Endorsement - Written Contract	GL2008	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL2008 12-07.pdf
Approved	Additional Named Insured Endorsement Designated Premises	GL2009	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL2009 12-07.pdf
Approved	Additional Insured Endorsement (Partnership, Joint Venture or	GL2033	12-07	Endorsement/Amendment/Conditions	Replaced	Form #:0.00	GL2033 12-07.pdf

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Limited Liability
 Company)

Approved	Medical Payments Coverage Amendment Endorsement	GL2403 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL2403 07-06 Previous Filing #:	GL2403 12-07.pdf
Approved	Other Insurance Amendment Endorsement	GL2420 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL2420 07-99 Previous Filing #:	GL2420 12-07.pdf
Approved	Personal and Advertising Injury Redefined	GL2424 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL2424 07-99 Previous Filing #:	GL2424 12-07.pdf
Approved	McDonald's Cooperatives Amendatory Endorsement	GL2428 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL2428 12-04 Previous Filing #:	GL2428 12-07.pdf
Approved	Amendment of Pollution Exclusion Endorsement	GL2439 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL2439 12-07 Previous Filing #:	GL2439 12-07.pdf
Approved	Amendment of Limits of Insurance For Designated Locations Endorsement	GL2501 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL2501 12-04 Previous Filing #:	GL2501 12-07.pdf
Approved	Notice of Injury Endorsement	GL2837 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL2837 01-99 Previous Filing #:	GL2837 12-07.pdf
Approved	McDonald's Franchisee Amendatory Endorsement	GL6539 12-07	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GL6539 07-06 Previous Filing #:	GL6539 12-07.pdf
Approved	Extended Broad	GL6601	12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	GL6601 12-

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	Form Property	12-07		nt/Amendm	GL6601 02-06	07.pdf
	Damage Liability			ent/Condi	Previous Filing #:	
				ons		
Approved	Amendment Of	GL6604	12-07	Endorseme Replaced	Replaced Form #:0.00	GL6604 12-
	Who Is An	12-07		nt/Amendm	GL6604 02-06	07.pdf
	Insured –			ent/Condi	Previous Filing #:	
	Janitorial			ons		
	Franchisee					
Approved	Wausau	GL6616	12-07	Endorseme Replaced	Replaced Form #:0.00	GL6616 12-
	EXPRESS Health	12-07		nt/Amendm	GL6616 09-06	07.pdf
	Or Exercise			ent/Condi	Previous Filing #:	
	Clubs Or			ons		
	Facilities Liability					
	Endorsement					
Approved	Notice Of	GL9902	12-07	Endorseme Replaced	Replaced Form #:0.00	GL9902 12-
	Occurrence	12-07		nt/Amendm	GL9902 10-01	07.pdf
	Endorsement			ent/Condi	Previous Filing #:	
				ons		

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

McDonald's Franchisee Hired Auto And Nonowned Auto Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. HIRED AUTO LIABILITY

The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage applies to "bodily injury" or "property damage" caused by an "occurrence", arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

We will also pay all sums an insured legally must pay as a "covered pollution cost or expense" to which this insurance applies caused by an "occurrence", arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business. However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "occurrence".

B. NONOWNED AUTO LIABILITY

The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage applies to "bodily injury" or "property damage" caused by an "occurrence", arising out of the maintenance or use of a "nonowned auto" by any person other than you in the course of your business.

We will also pay all sums an insured legally must pay as a "covered pollution cost or expense" to which this insurance applies caused by an "occurrence", arising out of the maintenance or use of a "nonowned auto" by you or your "employees" in the course of your business. However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "occurrence".

C. With respect to the insurance provided by this endorsement only, subparagraphs **f., g., h., k., l., m.** and **n.** of Paragraph **2.** Exclusions of Section **I** – Coverage **A** – Bodily Injury And Property Damage do not apply.

D. For the purposes of this endorsement only, Section **II** – Who Is An Insured is deleted and replaced by the following:

SECTION II – WHO IS AN INSURED

1. Each of the following is an insured under this insurance to the extent set forth below:

- a.** You.
- b.** Any other person using a "hired auto" with your permission.
- c.** With respect to a "nonowned auto", any of your "employees", partners, members or "executive officers", but only while such "nonowned auto" is being used in your business.
- d.** Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraphs **a., b.** or **c.** above.

2. None of the following is an insured:
- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment;
 - b. Any "employee", partner, member or "executive officer" with respect to any "auto" owned by such "employee", partner, member or "executive officer" or a member of his or her household, while such "auto" is not being used in your business;
 - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
 - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or any agent or "employee" of any such owner or lessee; or
 - e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

E. Paragraph 1. of Section III – Limits Of Insurance is amended to add the following:

- d. "Hired autos", "nonowned autos" or vehicles involved.

F. Paragraph 4.b.(1)(a) of Section IV – Commercial General Liability Conditions is amended to add the following:

If the loss arises out of the maintenance or use of a "hired auto" or a "nonowned auto".

G. For the purposes of this endorsement only, Section V - Definitions is amended as follows:

1. The definition of "insured contract" is amended to add:

"Insured contract" includes that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease by you or any of your "employees", of any "hired auto" or any "nonowned auto". However, "insured contract" does not include:

- a. That part of any contract or agreement that obligates you or any of your "employees" to pay for "property damage" to any auto rented or leased by you or any of your "employees"; or
- b. That part of any contract or agreement that:
 - (1) Pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (2) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "hired auto" or a "nonowned auto" over a route or territory that person or organization is authorized to serve by public authority.

2. The following definitions are added:

"Auto business" means the business or occupation of selling, servicing, repairing, parking or storing "autos".

"Covered pollution cost or expense" means any cost or expense arising out of:

- a. Any request, demand, order or statutory or regulatory requirement; or

- b.** Any claim or "suit" by or on behalf of a governmental authority demanding that the insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1)** That are, or that are contained in any property that is:
 - (a)** Being transported or towed by, handled, or handled for movement into, onto or from a "hired auto" or "nonowned auto";
 - (b)** Otherwise in the course of transit by or on behalf of the insured; or
 - (c)** Being stored, disposed of, treated or processed in or upon the "hired auto" or "nonowned auto";
- (2)** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the "hired auto" or "nonowned auto"; or
- (3)** After the "pollutants" or any property in which the "pollutants" are contained are moved from the "hired auto" or "nonowned auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph **(1)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "hired auto" or "nonowned auto" or its parts, if:

- (a)** The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)**.or **f.(3)** of the definition of "mobile equipment".

Paragraphs **(2)** and **(3)** above do not apply to an "occurrence" away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a "hired auto" or "nonowned auto" if:

- (a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "hired auto" or "nonowned auto"; and
- (b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners, members, "executive officers" or members of their households.

"Nonowned auto" means any "auto" you do not own, lease, hire, rent or borrow that is used in connection with your business. This includes "autos" owned by your "employees", partners, members, "executive officers" or members of their households, but only while used in your business or your personal affairs.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Broad Form Additional Insured**
 - Lessor of Leased Equipment**
 - Owners, Managers or Lessors of Premises or Land**
 - Mortgagees, Assignees or Receivers**
 - Any Person or Organization Other Than a Joint Venture**
- 2. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
- 4. Unintentional Errors Or Omissions**
- 5. Supplementary Payments**
- 6. Two Or More Coverage Parts Or Policies Issued By Us**
- 7. Expected Or Intended Injury From Reasonable Force**
- 8. Non-Owned Watercraft**
- 9. Damage To Premises Rented To You**
- 10. Bodily Injury Redefined**
- 11. Insured Contract Redefined**
- 12. Personal And Advertising Injury Redefined**

1. Broad Form Additional Insured

Paragraph **2.** of Section **II** - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) Lessors of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.

- (2) Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a)** Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b)** Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.

- (3) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (4) **Any Person or Organization Other Than a Joint Venture:** for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability caused, in whole or in part, by operations performed by you or on your behalf, provided that:

(a) This subparagraph (4) does not apply to any agreement to provide insurance to:

- (i) An "employee", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", association of "employees" or labor union under direct contract between you as contractor and such "employee", association of "employees" or labor union as owners;
- (ii) Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
- (iii) Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization;
- (iv) Any of your subcontractors, or any partner, officer, agent or "employee" of such subcontractor; or
- (v) Anyone more specifically covered in subparagraphs e.(1) through (3) above.

(b) The insurance afforded to any person or organization as an insured under this subparagraph (4):

- (i) Shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy, and a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed; and
- (ii) Does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

The insurance afforded to any person or organization as an insured under this subparagraph 2.e. does not apply to "bodily injury" or "property damage" which occurs prior to the date of your written contract or written agreement with such person or organization.

2. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph 8. of Section IV – Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph 2. of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Unintentional Errors And Omissions

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

5. Supplementary Payments

Paragraphs **1.b.** and **1.d.** of Section **I** - Supplementary Payments - Coverages **A** And **B** are deleted and replaced with the following:

- b.** Up to \$3000 for the 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 actual loss of earnings up to \$500 a day because of time off from work.

6. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

7. Expected Or Intended Injury From Reasonable Force

Paragraph **2.a.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

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.

8. Non-Owned Watercraft

Paragraph **2.g.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

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

- (a) Less than or equal to 50 feet in length; or
- (b) Not being used to carry persons or property for a charge.

9. Damage To Premises Rented To You

A. The Damage To Premises Rented To You Limit shown on the Declarations is the greater of the amount shown or \$300,000.

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

- 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.

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

- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner for damage to such premises resulting from fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.

D. The last paragraph of Section **I** - Coverage **A** (after the exclusions) is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of insurance.

10. Bodily Injury Redefined

Paragraph **3.** of Section **V** - Definitions is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including death, humiliation, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

11. Insured Contract Redefined

Paragraph **9.f.** of Section **V** – Definitions is deleted and replaced with the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

12. Personal And Advertising Injury Redefined

Paragraph **14.** of Section **V** - Definitions is amended to add the following:

h. Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:

(1) At the direction of or with the knowledge or consent of:

(a) You;

(b) Your spouse, if you are an individual;

(c) Your members or your partners and their spouses, if you are a partnership or joint venture; or

(d) Your "executive officers" and directors and your stockholders, if you are a corporation; or

(2) Directly or indirectly related to the employment, prospective employment, or termination of any person.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Retail Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Broad Form Additional Insured**
 - Lessor of Leased Equipment**
 - Owners, Managers or Lessors of Premises or Land**
 - Mortgagees, Assignees or Receivers**
 - Grantors of Permits**
 - Grantor of Franchise**
 - Any Person or Organization Other Than a Joint Venture**
- 2. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
- 4. Unintentional Errors Or Omissions**
- 5. Supplementary Payments**
- 6. Two Or More Coverage Parts Or Policies Issued By Us**
- 7. Expected Or Intended Injury From Reasonable Force**
- 8. Non-Owned Watercraft**
- 9. Damage To Premises Rented To You**
- 10. Bodily Injury Redefined**
- 11. Insured Contract Redefined**
- 12. Personal And Advertising Injury Redefined**

1. Broad Form Additional Insured

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) Lessors of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.

- (2) Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a)** Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.

(3) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(4) **Grantors of Permits:** any state or political subdivision granting you a permit in connection with your premises, subject to the following additional provision:

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

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist way openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

(5) **Grantor of Franchise:** any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

(6) **Any Person or Organization Other Than a Joint Venture:** for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability caused, in whole or in part, by operations performed by you or on your behalf, provided that:

(a) This subparagraph (6) does not apply to any agreement to provide insurance to:

(i) An "employee", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", association of "employees" or labor union under direct contract between you as contractor and such "employee", association of "employees" or labor union as owners;

(ii) Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;

(iii) Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization;

(iv) Any of your subcontractors, or any partner, officer, agent or "employee" of such subcontractor; or

(v) Anyone more specifically covered in subparagraphs e.(1) through (5) above.

(b) The insurance afforded to any person or organization as an insured under this subparagraph (6):

(i) Shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy, and a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed; and

- (ii) Does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

The insurance afforded to any person or organization as an insured under this subparagraph **2.e.** does not apply to "bodily injury" or "property damage" which occurs prior to the date of your written contract or written agreement with such person or organization.

2. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph **8.** of Section **IV** – Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph **2.** of Section **IV** - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a.** You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

- b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

- c.** You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Unintentional Errors And Omissions

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

5. Supplementary Payments

Paragraphs **1.b.** and **1.d.** of Section **I** - Supplementary Payments - Coverages **A** And **B** are deleted and replaced with the following:

- b. Up to \$3000 for the 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 actual loss of earnings up to \$500 a day because of time off from work.

6. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

7. Expected Or Intended Injury From Reasonable Force

Paragraph **2.a.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

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.

8. Non-owned Watercraft

Paragraph **2.g.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced with the following:

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

- (a) Less than or equal to 50 feet in length; or
- (b) Not being used to carry persons or property for a charge.

9. Damage To Premises Rented To You

A. The Damage To Premises Rented To You Limit shown on the Declarations is the greater of the amount shown or \$300,000.

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

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.

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

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner for damage to such premises resulting from fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.

D. The last paragraph of Section **I - Coverage A** (after the exclusions) is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III - Limits Of Insurance**.

10. Bodily Injury Redefined

Paragraph **3.** of Section **V - Definitions** is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a.** Injury;
- b.** Sickness; or
- c.** Disease;

sustained by a person, including death, humiliation, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

11. Insured Contract Redefined

Paragraph **9.f.** of Section **V - Definitions** is deleted and replaced with the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily

injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

12. Personal And Advertising Injury Redefined

Paragraph **14.** of Section **V** - Definitions is amended to add the following:

- h.** Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:
 - (1) At the direction of or with the knowledge or consent of:
 - (a) You;
 - (b) Your spouse, if you are an individual;
 - (c) Your members or your partners and their spouses, if you are a partnership or joint venture; or
 - (d) Your "executive officers" and directors and your stockholders, if you are a corporation; or
 - (2) Directly or indirectly related to the employment, prospective employment, or termination of any person.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Hospitality Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Broad Form Additional Insured**
 - Lessor of Leased Equipment**
 - Owners, Managers or Lessors of Premises or Land**
 - Mortgagees, Assignees or Receivers**
 - Grantors of Permits**
 - Grantor of Franchise**
 - Any Person or Organization Other Than a Joint Venture**
- 2. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
- 4. Unintentional Errors Or Omissions**
- 5. Supplementary Payments**
- 6. Two Or More Coverage Parts Or Policies Issued By Us**
- 7. Expected Or Intended Injury From Reasonable Force**
- 8. Non-Owned Watercraft**
- 9. Damage To Premises Rented To You**
- 10. Bodily Injury Redefined**
- 11. Insured Contract Redefined**
- 12. Personal And Advertising Injury Redefined**
- 13. Mobile Equipment Redefined**
- 14. Products-Completed Operations Hazard Redefined**
- 15. Fellow Employee Coverage**

1. Broad Form Additional Insured

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) Lessors of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.

- (2) Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.
- (3) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (4) **Grantors of Permits:** any state or political subdivision granting you a permit in connection with your premises, subject to the following additional provision:

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

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist way openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- (5) **Grantor of Franchise:** any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.
- (6) **Any Person or Organization Other Than a Joint Venture:** for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability caused, in whole or in part, by operations performed by you or on your behalf, provided that:
- (a) This subparagraph (6) does not apply to any agreement to provide insurance to:
 - (i) An "employee", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", association of "employees" or labor union under direct contract between you as contractor and such "employee", association of "employees" or labor union as owners;
 - (ii) Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
 - (iii) Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization;
 - (iv) Any of your subcontractors, or any partner, officer, agent or "employee" of such subcontractor; or
 - (v) Anyone more specifically covered in subparagraphs e.(1) through (5) above.
 - (b) The insurance afforded to any person or organization as an insured under this subparagraph (6):

- (i) Shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy, and a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed; and
- (ii) Does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

The insurance afforded to any person or organization as an insured under this subparagraph **2.e.** does not apply to "bodily injury" or "property damage" which occurs prior to the date of your written contract or written agreement with such person or organization.

2. Waiver Of Right of Recovery By Written Contract Or Agreement

Paragraph **8.** of Section **IV** – Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph **2.** of Section **IV** - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a.** You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition.

However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Unintentional Errors And Omissions

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

5. Supplementary Payments

Paragraphs **1.b.** and **1.d.** of Section **I** - Supplementary Payments - Coverages **A** And **B** are deleted and replaced with the following:

- b. Up to \$3000 for the 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 actual loss of earnings up to \$500 a day because of time off from work.

6. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

7. Expected Or Intended Injury From Reasonable Force

Paragraph **2.a.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

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.

8. Non-Owned Watercraft

Paragraph 2.g.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
 - (a) Less than or equal to 50 feet in length; or
 - (b) Not being used to carry persons or property for a charge.

9. Damage To Premises Rented To You

- A. The Damage To Premises Rented To You Limit shown on the Declarations is the greater of the amount shown or \$300,000.
- B. Paragraph 6. of Section III - Limits Of Insurance is deleted and replaced with the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.
- C. Paragraph 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner for damage to such premises resulting from fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.
- D. The last paragraph of Section I - Coverage A (after the exclusions) is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of insurance.

10. Bodily Injury Redefined

Paragraph 3. of Section V - Definitions is deleted and replaced with the following:

- 3. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease;

sustained by a person, including death, humiliation, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

11. Insured Contract Redefined

Paragraph **9.f.** of Section **V** – Definitions is deleted and replaced with the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

12. Personal And Advertising Injury Redefined

Paragraph **14.** of Section **V** - Definitions is amended to add the following:

- h.** Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:
 - (1) At the direction of or with the knowledge or consent of:
 - (a) You;
 - (b) Your spouse, if you are an individual;
 - (c) Your members or your partners and their spouses, if you are a partnership or joint venture; or
 - (d) Your "executive officers" and directors and your stockholders, if you are a corporation; or
 - (2) Directly or indirectly related to the employment, prospective employment, or termination of any person.
 - (3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises, other than occupancy of a hotel or motel room for less than (30) thirty consecutive days, by or at the direction of any insured.

13. Mobile Equipment Redefined

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

14. Products-Completed Operations Hazard Redefined

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 premises to which this insurance applies, or
2. In connection with the conduct of any operation to which this insurance applies, when conducted by you or on your behalf.

Paragraph **16.a.** of Section **V** - Definitions is deleted and replaced by the following:

- a. 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.

15. Fellow Employee Coverage - Officers/Managers/Supervisors

Section **II** – Who Is An Insured is amended as follows:

- (1) With respect to officers, managers, or supervisors, subparagraphs **2.a.(1)(a)** and **2.a.(1)(b)** do not apply.
- (2) The insurance afforded by this endorsement to your officers, managers and supervisors for "bodily injury" to a co-"employee" shall not apply if the injured co-"employee's" exclusive remedy for such injury is provided under a workers compensation law or any similar law.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Restaurant Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Broad Form Additional Insured**
 - Lessor of Leased Equipment**
 - Owners, Managers or Lessors of Premises or Land**
 - Mortgagees, Assignees or Receivers**
 - Grantors of Permits**
 - Grantor of Franchise**
 - Any Person or Organization Other Than a Joint Venture**
- 2. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
- 4. Unintentional Errors Or Omissions**
- 5. Supplementary Payments**
- 6. Two Or More Coverage Parts Or Policies Issued By Us**
- 7. Expected Or Intended Injury From Reasonable Force**
- 8. Non-Owned Watercraft**
- 9. Damage To Premises Rented To You**
- 10. Bodily Injury Redefined**
- 11. Insured Contract Redefined**
- 12. Personal And Advertising Injury Redefined**
- 13. Mobile Equipment Redefined**
- 14. Products-Completed Operations Hazard Redefined**
- 15. Fellow Employee Coverage**

1. Broad Form Additional Insured

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) Lessors of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.

- (2) Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.
- (3) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (4) **Grantors of Permits:** any state or political subdivision granting you a permit in connection with your premises, subject to the following additional provision:

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

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist way openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- (5) **Grantor of Franchise:** any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.
- (6) **Any Person or Organization Other Than a Joint Venture:** for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability caused, in whole or in part, by operations performed by you or on your behalf, provided that:
- (a) This subparagraph (6) does not apply to any agreement to provide insurance to:
 - (i) An "employee", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", association of "employees" or labor union under direct contract between you as contractor and such "employee", association of "employees" or labor union as owners;
 - (ii) Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
 - (iii) Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization;
 - (iv) Any of your subcontractors, or any partner, officer, agent or "employee" of such subcontractor; or
 - (v) Anyone more specifically covered in subparagraphs e.(1) through (5) above.
 - (b) The insurance afforded to any person or organization as an insured under this subparagraph (6):

- (i) Shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy, and a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed; and
- (ii) Does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

The insurance afforded to any person or organization as an insured under this subparagraph **2.e.** does not apply to "bodily injury" or "property damage" which occurs prior to the date of your written contract or written agreement with such person or organization.

2. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph **8.** of Section **IV** – Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph **2.** of Section **IV** - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a.** You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition.

However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Unintentional Errors And Omissions

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

5. Supplementary Payments

Paragraphs **1.b.** and **1.d.** of Section **I** - Supplementary Payments - Coverages **A** And **B** are deleted and replaced with the following:

- b. Up to \$3000 for the 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 actual loss of earnings up to \$500 a day because of time off from work.

6. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

7. Expected Or Intended Injury From Reasonable Force

Paragraph **2.a.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

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.

8. Non-Owned Watercraft

Paragraph 2.g.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
 - (a) Less than or equal to 50 feet in length; or
 - (b) Not being used to carry persons or property for a charge.

9. Damage To Premises Rented To You

- A. The Damage To Premises Rented To You Limit shown on the Declarations is the greater of the amount shown or \$300,000.
- B. Paragraph 6. of Section III - Limits Of Insurance is deleted and replaced with the following:
 - 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.
- C. Paragraph 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner for damage to such premises resulting from fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.
- D. The last paragraph of Section I - Coverage A (after the exclusions) is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

10. Bodily Injury Redefined

Paragraph 3. of Section V - Definitions is deleted and replaced with the following:

- 3. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease;

sustained by a person, including death, humiliation, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

11. Insured Contract Redefined

Paragraph **9.f.** of Section **V** – Definitions is deleted and replaced with the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

12. Personal And Advertising Injury Redefined

Paragraph **14.** of Section **V** - Definitions is amended to add the following:

- h.** Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:
 - (1)** At the direction of or with the knowledge or consent of:
 - (a)** You;
 - (b)** Your spouse, if you are an individual;
 - (c)** Your members or your partners and their spouses, if you are a partnership or joint venture; or
 - (d)** Your "executive officers" and directors and your stockholders, if you are a corporation; or
 - (2)** Directly or indirectly related to the employment, prospective employment, or termination of any person.
 - (3)** Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises, other than occupancy of a hotel or motel room for less than (30) thirty consecutive days, by or at the direction of any insured.

13. Mobile Equipment Redefined

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

14. Products-Completed Operations Hazard Redefined

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 premises to which this insurance applies, or
2. In connection with the conduct of any operation to which this insurance applies, when conducted by you or on your behalf.

Paragraph **16.a.** of Section **V** - Definitions is deleted and replaced by the following:

- a. 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.

15. Fellow Employee Coverage - Officers/Managers/Supervisors

Section **II** – Who Is An Insured is amended as follows:

- (1) With respect to officers, managers, or supervisors, subparagraphs **2.a.(1)(a)** and **2.a.(1)(b)** do not apply.
- (2) The insurance afforded by this endorsement to your officers, managers and supervisors for "bodily injury" to a co-"employee" shall not apply if the injured co-"employee's" exclusive remedy for such injury is provided under a workers compensation law or any similar law.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Wausau EXPRESSSM Hospitality Liability Endorsement
Supplement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Amendment Of Pollution Exclusion**
- 2. Incidental Medical Malpractice Liability**
- 3. Amendment Of Limits Of Insurance For Designated Locations**

1. Amendment Of Pollution Exclusion

A. The following is added to Paragraph **2.f.(1)(a)** Pollution of Section **I – Coverage A - Bodily Injury And Property Damage Liability**:

- (iv) "Bodily injury" or "property damage" caused by ammonia within or released from cooling or refrigeration equipment;
- (v) "Bodily injury" or "property damage" caused by fumes, vapors or gases from flooring or wall covering materials or their installation materials, including adhesives;
- (vi) "Bodily injury" or "property damage" caused by fumes, vapors or gases from paint, varnish, sealant, adhesive or building maintenance or cleaning materials; or
- (vii) "Bodily injury" or "property damage" caused by compounds or material used during the maintenance of a swimming pool, whirlpool or spa, including but not limited to chlorine, bromine, sodium hydroxide, sodium bicarbonate, soda ash, diatomaceous earth, muriatic acid or other chemicals.
- (viii) "Bodily injury" caused by carbon monoxide from equipment used within that building.

Notwithstanding the above, there is no coverage for "bodily injury" or "property damage" caused by a release of lead, asbestos or silica.

B. The following is added to Paragraph **2.f.(1)(d)** Pollution of Section **I – Coverage A - Bodily Injury And Property Damage Liability**:

- (iv) "Bodily injury" or "property damage" caused by the storage, use and application of pesticides, herbicides or fertilizers meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to the application of pesticides, herbicides or fertilizers.

C. The following is added to Paragraph **2.f.** Pollution of Section **I – Coverage A - Bodily Injury And Property Damage Liability**:

- (3) Coverage applies to Hotel/Motel and Restaurant operations only.

2. Incidental Medical Malpractice Liability Coverage

With respect to "bodily injury" resulting from "medical malpractice" only, Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply.

Coverage for "bodily injury" arising out of your "medical malpractice" is subject to the following additional provisions, conditions, definitions and exclusions:

- A. "Medical malpractice" means malpractice, error or mistake in providing the following services:
1. The rendering of or failure to render medical, surgical, dental, x-ray or nursing services or treatment, or the furnishing of food or beverages in connection with such services;
 2. The furnishing or dispensing of drugs; or
 3. The furnishing of medical, dental or surgical supplies or appliances.
- B. This insurance for "bodily injury" resulting from "medical malpractice" does not apply to:
1. Liability assumed by an insured under any contract or agreement;
 2. Liability of an insured acting as proprietor, superintendent or "executive officer" of any hospital, sanatorium, clinic with bed and board facilities, laboratory, nursing or convalescent home, home for the aged or infirm persons or other similar business enterprise; or
 3. Liability of an insured arising out of the failure to disclose or concealment of information with respect to hazardous conditions within the workplace which cause or may potentially cause "bodily injury" to any "employee".
- C. Any payment for "bodily injury" as a result of your "medical malpractice" shall serve to exhaust the General Aggregate Limit of Insurance shown on the Declarations.
- D. The insurance afforded for "bodily injury" resulting from "medical malpractice" shall apply as excess insurance over any other insurance available to the insured, except other insurance under an umbrella or excess policy written specifically as excess over this insurance.
- E. No "medical malpractice" coverage is provided for any insured who is a health care provider as defined in K.S.A. 40-3401, et seq., the Kansas Health Care Provider Availability Act.
- F. Coverage applies to Hotel/Motel and Restaurant operations only.

3. Amendment Of Limits Of Insurance For Designated Locations

The Each Designated Location Aggregate Limit Of Insurance is equal to 100% of the General Aggregate Limit of Insurance described in Paragraph 2. below.

- A. Section III - Limits Of Insurance is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix 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".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Damages under Coverage A, except for:
 - (1) Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - (2) Damages because of "bodily injury" and "property damage" arising out of operations performed at "locations" which you own, rent or occupy and which are designated in the Schedule of this endorsement;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C except for medical expenses arising out of operations performed at "locations" which you own, rent or occupy and which are designated in the Schedule of this endorsement.

3. The Each Designated Locations Aggregate Limit of Insurance described above applies separately to each "location" designated in the Schedule of this endorsement and is the most we will pay for:
- a. Damages under Coverage A because of "bodily injury" and "property damage" arising out of operations performed by you or on your behalf at that "location"; and
 - b. Medical expenses under Coverage C arising out of operations performed by you or on your behalf at that "location".

The Each Designated Location Aggregate Limit of Insurance applicable to each "location" is the only Each Designated Location Aggregate Limit of Insurance available for "bodily injury" and "property damage" under Coverage A and medical expenses under Coverage C, arising out of operations performed at that "location".

The Each Designated Location Aggregate Limit of Insurance does not include damages under Coverage A because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".
5. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
6. Subject to Paragraphs 2. or 3. or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

7. Subject to Paragraph 6. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to Paragraph 6. above, the Medical Expense Limit is the most we will pay under Coverage C for all

medical expenses because of "bodily injury" sustained by any one person.

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

B. The following is added to Section V - Definitions:

"Location" means each premises owned by you or leased to you for the purpose of conducting your business which is identified in the Schedule below as a separate location.

Operations conducted away from your "locations" shall be assigned to the location from which they emanate.

Operations conducted away from premises or locations not scheduled in this endorsement shall be assigned to the location designated for the Named Insured shown in the Declarations.

Schedule

Location(s):

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Liquor Liability Endorsement

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

- I. Broad Form Additional Insured**
- II. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- III. Duties In The Event Of Injury, Claim Or Suit**
- IV. Unintentional Errors Or Omissions**
- V. Two Or More Coverage Parts Or Policies Issued By Us**

I. Broad Form Additional Insured

Paragraph **2.** of Section **II** - Who Is An Insured is amended to add the following:

- d. Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you, but only as respects to your operations.

This insurance does not apply to any "injury" which takes place before you become a tenant or after you cease to be a tenant in that premises or to lease that land.

- e. Grantor of Franchise:** any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

The insurance afforded to any person or organization as an insured under this subparagraph **2.e.** does not apply to "bodily injury" or "property damage" which occurs prior to the date of your contract or written agreement with such person or organization.

- f. Person(s) or Organization(s) by Written Contract or Agreement:** any person or organization with whom you have agreed in a written contract or agreement to provide coverage as an additional insured, but only with respect to liability arising out of your operations or premises owned by or rented to you.

The insurance afforded to any person or organization as an insured under this subparagraph **f.** does not apply to "injury" which occurs prior to the date of your contract or written agreement with such person or organization, or which results from operations other than those which are specified in your written contract or agreement.

The limits applicable to such insured shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

II. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph **8.** of Section **IV** - Liquor Liability Conditions is amended to add the following:

We waive any right of recovery because of payments we make for "injury" arising out of your ongoing operations that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "injury", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

III. Duties In The Event Of Injury, Claim Or Suit

Paragraph 2. of Section IV - Liquor Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "injury" which may result in a claim. Notice should include:

- (1) How, when and where the "injury" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury".

Knowledge of an "injury" by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as reasonably possible.

If you report any "injury", claim or "suit" to your general liability, workers compensation or automobile liability insurance carrier and the "injury", claim or "suit" later develops into a claim under this policy, failure to report such "injury", claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "injury", claim or "suit" is a liquor liability claim or "suit", you must give prompt notification to us.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

IV. Unintentional Errors And Omissions

Any unintentional error or omission in the description of any premises or operations intended to be covered by this Liquor Liability Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

V. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "injury" covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Inoculation Expense Reimbursement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph **1.a.** of **Insuring Agreement** in Section **I** - Coverage **C** medical Payments is deleted and replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses and "inoculation 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:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

2. Paragraph **2.f.** of **Exclusions** in Section **I** – Coverage **C** Medical Payments is amended as follows:

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard", except this exclusion shall not apply to "inoculation expenses".

3. The following is added to Paragraph **2. Exclusions** of Section **I** – Coverage **C** Medical Payments:

We have no duty to investigate, settle, defend or pay damages because of any claim or "suit" alleging "bodily injury" as a result of inoculations which are covered as "inoculation expenses".

4. Section **III** – Limits Of Insurance is amended to add the following:

Subject to Paragraph **5.** above, the most we will pay for "inoculation expenses" is \$25 per covered inoculation per customer, and the most we will pay for all "inoculation expenses" arising out of any one "occurrence" is \$50,000.

5. Section V - Definitions is amended to add the following for this endorsement only:

"Inoculation Expenses" means expenses you pay on your own behalf, and those you pay to reimburse your customers, for inoculations of your customers for hepatitis A, salmonella, listeriosis, or other gastrointestinal bacterial infections allegedly transmitted by ingestion of "your product". These inoculations must be given within a medically appropriate time period following such ingestion of "your product", and they must have been requested by you.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Food Products Manufacturing Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Broad Form Additional Insured**
 - Lessor of Leased Equipment**
 - Owners, Managers, or Lessors of Premises or Land**
 - Mortgagees, Assignees or Receivers**
 - Grantors of Permits**
 - Grantor of Franchise**
 - Any Person or Organization Other Than a Joint Venture**
 - Vendors**
- 2. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- 3. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
- 4. Unintentional Errors Or Omissions**
- 5. Supplementary Payments**
- 6. Two Or More Coverage Parts Or Policies Issued By Us**
- 7. Expected Or Intended Injury From Reasonable Force**
- 8. Non-Owned Watercraft**
- 9. Damage To Premises Rented To You**
- 10. Bodily Injury Redefined**
- 11. Insured Contract Redefined**
- 12. Personal And Advertising Injury Redefined**
- 13. Mobile Equipment Redefined**
- 14. Products-Completed Operations Redefined**
- 15. Fellow Employee Coverage**
- 16. Intercompany Suits Exclusion**

1. Broad Form Additional Insured

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

- e. Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) Lessor of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.

- (2) **Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.

- (3) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (4) **Grantors of Permits:** any state or political subdivision granting you a permit in connection with your premises, subject to the following additional provision:

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

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

- (5) **Grantor of Franchise:** any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

- (6) **Any Person or Organization Other Than a Joint Venture:** for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability caused, in whole or in part, by operations performed by you or on your behalf, provided that:

- (a) This subparagraph (6) does not apply to any agreement to provide insurance to:

- (i) An "employee", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", association of "employees" or labor union under direct contract between you as contractor and such "employee", association of "employees" or labor union as owners;
- (ii) Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
- (iii) Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization;
- (iv) Any of your subcontractors, or any partner, officer, agent or "employee" of such subcontractor; or
- (v) Anyone more specifically covered in subparagraphs e.(1) through (5) above.

- (b) The insurance afforded to any person or organization as an insured under this subparagraph (6):
- (i) Shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy, and a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed; and
 - (ii) Does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

The insurance afforded to any person or organization as an insured under this subparagraph 2.e. does not apply to "bodily injury" or "property damage" which occurs prior to the date of your written contract or written agreement with such person or organization.

f. Additional Insured - Vendors

Any person(s) or organization(s), hereafter referred to as vendors, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraph d. or f.; or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

2. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph **8.** of Section **IV** - Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

3. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph **2.** of Section **IV** - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Unintentional Errors And Omissions

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

5. Supplementary Payments

Paragraphs **1.b.** and **1.d.** of Section **I** - Supplementary Payments - Coverages **A** And **B** are deleted and replaced with the following:

b. Up to \$3000 for the 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 actual loss of earnings up to \$500 a day because of time off from work.

6. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

7. Expected Or Intended Injury From Reasonable Force

Paragraph **2.a.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

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.

8. Non-Owned Watercraft

Paragraph **2.g.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

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

(a) Less than or equal to 50 feet in length; or

(b) Not being used to carry persons or property for a charge.

9. Damage To Premises Rented To You

- A. The Damage To Premises Rented To You Limit shown on the Declarations is the greater of the amount shown or \$300,000.
- B. Paragraph 6. of Section III - Limits Of Insurance is deleted and replaced with the following:
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.
- C. Paragraph 4.b.(1)(a)(ii) of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner for damage to such premises resulting from fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.
- D. The last paragraph of Section I - Coverage A (after the exclusions) is deleted and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

10. Bodily Injury Redefined

Paragraph 3. of Section V - Definitions is deleted and replaced with the following:

3. "Bodily injury" means physical:
- a. Injury;
 - b. Sickness; or
 - c. Disease;

Sustained by a person, including death, humiliation, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

11. Insured Contract Redefined

Paragraph 9.f. of Section V – Definitions is deleted and replaced with the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

12. Personal And Advertising Injury Redefined

Paragraph 14. of Section V - Definitions is amended to add the following:

- h. Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:
 - (1) At the direction of or with the knowledge or consent of:
 - (a) You;
 - (b) Your spouse, if you are an individual;
 - (c) Your members or your partners and their spouses, if you are a partnership or joint venture; or
 - (d) Your "executive officers" and directors and your stockholders, if you are a corporation; or
 - (2) Directly or indirectly related to the employment, prospective employment, or termination of any person.
 - (3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises, other than occupancy of a hotel or motel room for less than (30) thirty consecutive days, by or at the direction of any insured.

13. Mobile Equipment Redefined

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

14. Products-Completed Operations Hazard Redefined

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 premises to which this insurance applies, or
- 2. In connection with the conduct of any operation to which this insurance applies, when conducted by you or on your behalf.

Paragraph 16.a. of Section V - Definitions is deleted and replaced by the following:

- a. 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.

15. Fellow Employee Coverage - Officers/Managers/Supervisors

Section II – Who Is An Insured is amended as follows:

- (1) With respect to officers, managers, or supervisors, subparagraphs **2.a.(1)(a)** and **2.a.(1)(b)** do not apply.
- (2) The insurance afforded by this endorsement to your officers, managers and supervisors for "bodily injury" to a co-"employee" shall not apply if the injured co-"employee's" exclusive remedy for such injury is provided under a workers compensation law or any similar law.

16. Intercompany Suits Exclusion

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury", "property damage" or "personal and advertising injury".

- e. Unfair competition or piracy; theft or other wrongful taking of concepts or other intellectual property including infringement of copyright, trademark, patent, service mark or trade name by use of such marks or names with goods, products or service sold, offered for sale or advertised by any insured.
- f. Resulting from the writing of materials for customers.
- g. "Bodily injury", "property damage" or "personal and advertising injury".
- h. Plagiarism.
- i. Any publication or utterance in violation of an individual's right of privacy or publicity.
- j. Any contest, sweepstakes, lottery, game of chance or similar promotion.
- k. Any negotiable instrument.
- l. The cost to recover or ship printed matter which has a physical defect rendering the printed matter unusable.
- m. Acts, errors or omissions arising out of the insolvency or bankruptcy of any insured.
- n. Discrimination.
- o. A delay or lack of performance of any contract or agreement by you or on your behalf.
- p. A violation or alleged violation of any federal or state securities act, statute or regulation.
- q. Loss of profits resulting from "printing services" performed by you or on your behalf to correct errors.
- r. Any cost or expense incurred solely to retain customer goodwill, confidence in or approval for "printing services" performed for that customer.
- s. Exemplary or punitive damages.
- t. Any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission.
- u. Electronic Data

- (1) The loss of, the loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means computer programs, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

- (2) Programming, processing or storing data as electronic data media and records or in any computer operations or
- (3) Installation, testing, repair, errors or omissions in design, maintenance or modification of your computer systems including electronic data media and records.

- v. Distribution of Materials in Violation of Statutes

Acts, errors or omissions that violate or are alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

w. Pollution

Injury or Damage arising from:

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- x. Any demand for a refund for "your product" or "your work".
- y. Injunctive relief and the cost of compliance with injunctive relief, fines or penalties.

3. Supplementary Payments – Coverage D

- a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (4) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - (5) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

4. Limits of Insurance – Coverage D

- a.** The Limits of Insurance shown in the Printers Errors and Omissions Coverage Endorsement Schedule, and the rules below fix the most we will pay regardless of the number of:
 - (1)** Insureds;
 - (2)** Claims made or "suits" brought; or
 - (3)** Persons or organizations making claims or bringing "suits".
- b.** The Aggregate Limit of this Coverage **D** is the most we will pay for the sum of damages for all claims or "suits" to which this insurance applies and is separate from the Aggregate Limits to which apply to Coverages **A**, **B** and **C**.
- c.** Subject to Paragraph **b.** above, the Per Act, Error or Omission Limit is the most we will pay for damages because of all loss arising out of any one claim or "suit" alleging any negligent act, error or omission by an insured.
- d.** For the purpose of determining the limits of insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of "printing services" shall be considered one act, error or omission.
- e.** The limits of this endorsement, (Coverage **D**), apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the declarations, unless the policy period is extended after issuance for an additional 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

5. Deductible

- a.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated in the Schedule.
- b.** The deductible amount stated in the Schedule applies to all loss arising out of each claim or "suit" alleging a negligent act, error or omission by an insured.
- c.** The terms of this insurance, including those with respect to:
 - (1)** Our right and duty to defend any "suit" seeking damages; and
 - (2)** Your duties in the event of any negligent act, error or omission, claim, or "suit"apply regardless of the application of the deductible amount.
- d.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Additional Definitions

For purposes of this endorsement, the following additional definitions apply:

"Correction of work" means correction, repair or replacement of "your product" consisting of printed materials or "your work" of "printing services".

"Printing services" means processing usual to printing, publishing, or graphic arts industries. This includes but is not limited to letter press, offset or lithograph printing, including preparation of materials for display on the Internet websites or pages of your customers.

- e. Unfair competition or piracy; theft or other wrongful taking of concepts or other intellectual property including infringement of copyright, trademark, patent, service mark or trade name by use of such marks or names with goods, products or service sold, offered for sale or advertised by any insured.
- f. Resulting from the writing of materials for customers.
- g. "Bodily injury", "property damage" or "personal and advertising injury".
- h. Plagiarism.
- i. Any publication or utterance in violation of an individual's right of privacy or publicity.
- j. Any contest, sweepstakes, lottery, game of chance or similar promotion.
- k. Any negotiable instrument.
- l. The cost to recover or ship printed matter which has a physical defect rendering the printed matter unusable.
- m. Acts, errors or omissions arising out of the insolvency or bankruptcy of any insured.
- n. Discrimination.
- o. A delay or lack of performance of any contract or agreement by you or on your behalf.
- p. A violation or alleged violation of any federal or state securities act, statute or regulation.
- q. Loss of profits resulting from "printing services" performed by you or on your behalf to correct errors.
- r. Any cost or expense incurred solely to retain customer goodwill, confidence in or approval for "printing services" performed for that customer.
- s. Exemplary or punitive damages.
- t. Any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission.
- u. Electronic Data

- (1) The loss of, the loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means computer programs, information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

- (2) Programming, processing or storing data as electronic data media and records or in any computer operations or
- (3) Installation, testing, repair, errors or omissions in design, maintenance or modification of your computer systems including electronic data media and records.

- v. Distribution of Materials in Violation of Statutes

Acts, errors or omissions that violate or are alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

w. Pollution

Injury or Damage arising from:

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- x. Any demand for a refund for "your product" or "your work".
- y. Injunctive relief and the cost of compliance with injunctive relief, fines or penalties.
- z. Cost to Correct

Expenses or costs incurred to correct errors in your "printing services". This includes the cost of reprinting, recovery, shipment or the cost of additional services performed to correct deficiencies in the original services performed for others.

This exclusion does not apply to "damages":

- (1) If the negligent act, error or omission causing such "damages" arises out of "printing services" performed on your behalf; or
- (2) Claimed for postage that was applied properly.

3. Supplementary Payments – Coverage D

- a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- (3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- (5) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

4. Limits of Insurance – Coverage D

- a. The Limits of Insurance shown in the Printers Errors and Omissions Coverage Endorsement Schedule, and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. The Aggregate Limit of this Coverage **D** is the most we will pay for the sum of damages for all claims or "suits" to which this insurance applies and is separate from the Aggregate Limits which apply to Coverages **A**, **B** and **C**.
- c. Subject to Paragraph **b.** above, the Per Act, Error or Omission Limit is the most we will pay for damages because of all loss arising out of any one claim or "suit" alleging any negligent act, error or omission by an insured.
- d. For the purpose of determining the limits of insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of "printing services" shall be considered one act, error or omission.
- e. The limits of this endorsement, (Coverage **D**), apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the declarations, unless the policy period is extended after issuance for an additional 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

5. Deductible

- a. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated in the Schedule
- b. The deductible amount stated in the Schedule applies to all loss arising out of each claim or "suit" alleging a negligent act, error or omission by an insured.
- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suit" seeking damages; and
 - (2) Your duties in the event of any negligent act, error or omission, claim, or "suit"apply regardless of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Additional Definition

For purposes of this endorsement, the following additional definition applies:

"Printing services" means processing usual to printing, publishing, or graphic arts industries. This includes but is not limited to letter press, offset or lithograph printing, including preparation of materials for display on the Internet websites or pages of your customers.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Who is an Insured Redefined Endorsement

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The last paragraph of Section **II** - Who Is An Insured, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However, you are an insured for your liability arising out of your participation in any current or past partnership, joint venture or limited liability company named in the Schedule.

Schedule

Partnership, Joint Venture or Limited Liability Company:

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement - Written Contract

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following paragraph is added to Section **II** – Who Is An Insured:

- 4.** Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability arising out of your ongoing operations performed by you or on your behalf, provided that:
 - a.** This Paragraph **4.** does not apply to any agreement to provide insurance to:
 - (1)** An "employee", "volunteer worker", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", "volunteer worker", association of "employees" or labor union under direct contract between you as contractor and such "employee", "volunteer worker", association of "employees" or labor union as owners;
 - (2)** Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
 - (3)** Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation, approval, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings and specifications or the performance of any other professional services by such person or organization; and supervisory, inspection, architectural or engineering activities; or
 - (4)** Any of your subcontractors, or any partner, officer, agent, "employee", or "volunteer worker" of such subcontractor.
 - b.** The insurance afforded to any person or organization as an insured under this Paragraph **4.** shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy. A person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
 - c.** This insurance shall apply as excess over any other insurance whether primary, excess, contingent or on any other basis, unless the written contract specifically requires this insurance to be primary.
 - d.** The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.
 - e.** Additional exclusions. The insurance afforded to any person or organization as an insured under this Paragraph **4.** does not apply:
 - (1)** To "bodily injury" or "property damage" which occurs prior to the date of our contract with such person or organization;

- (2) To "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Named Insured Endorsement Designated Premises

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this policy, the words "you" and "your" also refer to each additional named insured listed in the Schedule of this endorsement. The following provisions also apply:

1. Paragraph **I**. of Section **II** - Who Is an Insured is deleted and replaced by the following:
 1. If you are designated in the Declarations or this endorsement as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owners.
 - b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
 2. The named insured shown in the Declarations is authorized to act for each additional named insured listed in all matters pertaining to this insurance including, but not limited to, receipt of:
 - a. Notice of cancellation;
 - b. Any returned premium;
 - c. Any dividends which we may declare.
 3. The named insured shown in the Declarations will pay the premium for the insurance afforded each additional insured listed in the Schedule in accordance with the manual rules we use; provided that in the event of bankruptcy or insolvency of the named insured shown in the Declarations, each additional named insured will be responsible for and will pay us the premium for the insurance afforded respectively to each such additional named insured.
 4. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before the named insured acquired or formed the additional named insured listed in the Schedule.
 5. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before the named insured acquired or formed the additional named insured listed in the Schedule.

6. This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises.
7. This endorsement is being added to the policy only because the named insured shown in the Declarations has told us that it and the additional named insured's interests listed below are owned or financially controlled by the same interest.

Schedule

Names of Additional Named Insured	Form of Business	Designated Premises
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Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured Endorsement
(Partnership, Joint Venture or Limited Liability Company)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- 4.** A partnership, joint venture or limited liability company you newly acquire or form during this policy period and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only for the number of days shown in the Schedule after you acquire or form the organization, or 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 current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations, or which does not qualify as an insured under Paragraph **4.** above.

Schedule

Number of days:

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Medical Payments Coverage Amendment Endorsement

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 MEDICAL PAYMENTS

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:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we 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.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

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 or disability benefits law or a similar law.

e. Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

h. Payable Under Other Insurance

Paid or payable to or on behalf of a person under the provisions of any:

- (1) Individual, blanket or group accident, disability or hospitalization insurance; or
- (2) Medical, surgical, hospital or funeral service, benefit or reimbursement plan.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Other Insurance Amendment Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **4.a.** of Section **IV** - Commercial General Liability Conditions is replaced with the following:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract that this insurance will be primary and non-contributory, if the written contract was executed prior to the subject "bodily injury", "property damage", or "personal and advertising injury".

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Personal and Advertising Injury Redefined

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **14.** of Section **V** - Definitions is amended to add the following:

- h.** Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference, but only if such discrimination is not:
 - (1)** At the direction of or with the knowledge or consent of:
 - (a)** You;
 - (b)** Your spouse, if you are an individual;
 - (c)** Your members or your partners and their spouses, if you are a partnership or joint venture; or
 - (d)** Your “executive officers” and directors and your stockholders, if you are a corporation; or
 - (2)** Directly or indirectly related to the employment, prospective employment, or termination of any person; or
 - (3)** Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

McDonald's Cooperatives Amendatory Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph **2.j.(1)** of Section **I** - Coverage **B** Personal And Advertising Injury Liability is deleted.
2. The last paragraph of Section **II** - Who Is An Insured does not apply to:

The members of a partnership or joint venture consisting solely of members of the insured cooperative, if the activities of such partnership or joint venture are limited to advertising activities on behalf of the insured cooperative or one or more of the members thereof.

3. Paragraph **2.a.** of Section **II** - Who Is An Insured is changed to:

a. Any person who is:

- (1) An "employee" other than your "executive officers", but only for liability for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- (2) A "volunteer worker", but only with respect to their liability while acting at your direction and within the scope of their duties for you; or
- (3) A "donor" but only with respect to their liability for your activities, activities they perform for you or property, equipment or premises they donate to you.

However, no "employee", "volunteer worker" or "donor" is an insured for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, your partners, members (if you are a partnership or joint venture), to a co-"employee" while in the course of his or her employment or while performing duties related to the conduct of your business, co-"volunteer workers" while acting at your direction and within the scope of their duties for you or co-"donors" for your activities, activities they perform for you or property, equipment or premises they donate to you;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee," co-"volunteer worker", or co-"donor" as a result of the consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

a "volunteer worker", a "donor," your "employee" or you or if you are a partnership or joint venture, by any partner or member.

4. Section **V** - Definitions is amended to add:

"Donor" means any person or organization that contributes premises, property, equipment or services and receives no fee, payment or remuneration for such donation.

5. Paragraph **20.** of Section **V** – Definitions is deleted and replaced by the following:

20. "Volunteer worker" means any person providing services to your business at your request or with your knowledge and consent and without remuneration. Reimbursement for expenses does not constitute remuneration.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Pollution Exclusion Endorsement

THIS IS A DEFENSE WITHIN LIMITS COVERAGE. AMOUNTS WE SPEND ON DEFENSE OF CLAIMS AND SUITS WILL REDUCE THE LIMITS OF LIABILITY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Exclusion **f.** of Section **I** - Coverage **A**:

- I.** Subparagraphs **(a)** and **(d)** of this exclusion do not apply to "bodily injury" or "property damage" caused by an agent identified in the Schedule of this endorsement and resulting from your operation listed in this endorsement.
- II.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Per Claim Deductible amount listed in the Schedule. We may pay any part or all of the Deductible amount to effect settlement of any claim or "suit" and you shall promptly reimburse us for that part of the Deductible we paid upon notification by us.
- III.** For the coverage provided by this endorsement only, the Occurrence Limit shown in the Schedule is the most we will pay for all damages because of "bodily injury" and "property damage" as a result of any one "occurrence". This occurrence limit shall not increase the General Aggregate Limit shown in the Declarations. Any payments made under this endorsement for "bodily injury" or "property damage" shall be applied towards exhausting the General Aggregate Limit shown in the Declarations.

IV. Defense Within Limits

- 1.** With respect to claims or "suits" to which this endorsement applies, Supplementary Payments - Coverages **A** And **B** of Section **I** - Coverages is deleted and replaced by the following:

We will pay with respect to any claim we investigate or settle, or any "suit" we defend:

a. Both:

- (1)** Fees, salaries and expenses of attorneys, legal interns and paralegals we retain (including our employees);
and
- (2)** All other expenses, including but not limited to expenses, fees, and/or any other amounts paid to or for experts and consultants, that we incur;

that are directly allocable to the particular claim or "suit".

- b.** Up to \$250 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.
- c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

ALL SUPPLEMENTARY PAYMENTS MADE PURSUANT TO THIS ENDORSEMENT WILL REDUCE THE LIMITS OF INSURANCE AVAILABLE. However, amounts we pay for the salaries, fees and expenses of

(1) independent adjusters we might hire and (2) any of our employees other than those described in Paragraph **1.a.** will not reduce the Limit of Insurance.

- 2. With respect to claims or "suits" to which this endorsement applies, the following Condition is added to Section **IV** - Commercial General Liability Conditions:

Transfer Of Duties When The Applicable Limit Of Insurance Is Used Up

- a. When a limit of insurance has been used up in the payments of judgments, settlements and/or Supplementary Payments:
 - (1) We will notify the first Named Insured and any insured against whom a claim or "suit" is pending, in writing, as soon as practicable, that:
 - (a) Such a limit has been used up; and
 - (b) Our duty to defend claims and "suits" seeking damages subject to that limit has also ended.
 - (2) The first Named Insured and any insured against whom a claim or "suit" is pending will, as soon as practicable, arrange for the transfer of control of the defense of all such claims or "suits".
 - (3) We will assist in, and all insureds must cooperate in, the transfer of control of the defense of all such claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up.
 - (4) We will take steps we deem appropriate to avoid a default in, or continue the defense of, such claims or "suits" until the transfer is completed, provided the appropriate insured is cooperating in completing such transfer. The first Named Insured and any insured against whom a claim or "suit" is pending will reimburse us for any expense we incur (for which expenses each Named Insured and each insured against whom the claim or "suit" is pending are jointly and severally liable) to take such steps on and after the date on which the applicable limit of insurance is used up.
 - (5) We will take no action whatsoever with respect to any claim or "suit" reported to us after the applicable limit of insurance has been used up.
- b. The duty to reimburse us will begin on the date the applicable limit of insurance is used up. The exhaustion of any limit of insurance by the payments of judgments, settlements and/or Supplementary Payments, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

Schedule

Occurrence Limit:

Per Claim Deductible:

Agent

Your Operation

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment of Limits of Insurance For Designated Locations Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Each Designated Location Aggregate Limit of Insurance is equal to 100% of the General Aggregate Limit of Insurance described in Paragraph 2. below.

A. Section **III** - Limits Of Insurance is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix 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".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**, except for:
 - (1) Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", and
 - (2) Damages because of "bodily injury" and "property damage" arising out of operations performed at "locations" which you own, rent or occupy and which are designated in the Schedule;
 - b. Damages under Coverage **B**; and
 - c. Medical expenses under Coverage **C**, except for medical expenses arising out of operations performed at "locations" which you own, rent or occupy and which are designated in the Schedule.
3. The Each Designated Locations Aggregate Limit of Insurance described above applies separately to each "location" designated in the Schedule and is the most we will pay for:
 - a. Damages under Coverage **A** because of "bodily injury" and "property damage" arising out of operations performed by you or on your behalf at that "location"; and
 - b. Medical expenses under Coverage **C**, arising out of operations performed by you or on your behalf at that "location".

The Each Designated Location Aggregate Limit of Insurance applicable to each "location" is the only Each Designated Location Aggregate Limit of Insurance available for "bodily injury" and "property damage" under Coverage **A** and medical expenses under Coverage **C**, arising out of operations performed at that "location".

The Each Designated Location Aggregate Limit of Insurance does not include damages under Coverage A because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of injury and damage included in the "products-completed operations hazard".
5. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
6. Subject to Paragraphs 2. or 3. or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
7. Subject to Paragraph 6. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to Paragraph 6. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

B. The following is added to Section V - Definitions:

"Location" means each premises owned by you or leased to you for the purpose of conducting your business which is identified in the Schedule below as a separate location.

Operations conducted away from your "locations" shall be assigned to the location from which they emanate.

Operations conducted away from premises or locations not scheduled in this endorsement shall be assigned to the location designated for the Named Insured shown in the Declarations.

Schedule

Location(s):

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Injury Endorsement

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

Paragraph **2.a.** of Section **IV** - Liquor Liability Conditions is deleted and replaced by the following:

2. Duties In The Event Of Injury, Claim Or Suit

- a.** You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified promptly when "injury" occurs which may result in a claim. Notice should include:
 - (1)** How, when and where the "injury" took place; and
 - (2)** The names and addresses of any injured persons and witnesses.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

McDonald's Franchisee Amendatory Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Exclusion **2.g.** of Section **I – Coverage A** is deleted and replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "aircraft", "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next, premises you own or rent, provided that "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of "aircraft" or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An "aircraft" that is:
 - (a) Hired, chartered or loaned with a crew; and
 - (b) Not owned in whole or in part by an insured.

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

2. The following paragraph is added to Exclusion **j. Damage To Property** of Section **I – Coverage A**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy. The insurance afforded by this paragraph is excess over any valid and collectible property insurance (including any deductible) available to the insured, and Paragraph **4.** of Section **IV – Commercial General Liability Conditions** is changed accordingly.

3. The following paragraph is added to Exclusion **p. Electronic Data** of Section **I – Coverage A**:

This exclusion applies only to "bodily injury".

4. The last paragraph of Paragraph **2.** of Section **I – Coverage A** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion or "sprinkler leakage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

B. SECTION I – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

Exclusion **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret** of Section **I – Coverage B** is deleted.

C. SECTION I - COVERAGE C MEDICAL PAYMENTS

1. Paragraph **1.** of Section **I - Coverage C Medical Payments** is deleted and replaced by the following:

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;
- (3) Because of your operations; or
- (4) For "bodily injury" to persons other than your "employees" while attending special events and athletic activities sponsored by you including, but no limited to, community programs such as dances, outings, and fund raising activities;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice 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.
- c.** In those states where workers' compensation statutes consider "employee" participation in company sanctioned or sponsored athletic events as being outside the scope of employment, we will pay medical expenses up to \$25,000 per "employee" for "bodily injury" sustained while attending or participating in such events.

2. Exclusion **e.** of Section **I** – Coverage **C** Medical Payments is deleted and replaced by the following:

e. Athletic Activities

Except as noted in **1.a.(4)** and **1.c.**, to a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

D. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Paragraph **1.b.** of Supplementary Payments – Coverages **A** And **B** is deleted and replaced by the following:

b. Up to \$2500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following provision is added to Paragraph **1.** of Supplementary Payments – Coverages **A** And **B**:

h. All reasonable expenses incurred by you for inoculations and similar measures, which are taken to prevent the spread of Hepatitis A virus, salmonella, listeriosis, and other gastrointestinal bacterial infections, which are transmitted to persons through ingestion of "your product". We will not pay for inoculations given to you, your "employees" or relatives of your "employees". No one will be entitled to receive duplicate payments for the same element of loss under this Supplement Payments and Coverage **A**, Coverage **B** or Coverage **C**.

E. SECTION II – WHO IS AN INSURED

1. Paragraph **2.a.** of Section **II** – Who Is An Insured is deleted and replaced by the following:

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", or licensees in training, other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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

a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

3. The following paragraphs are added to Section II – Who Is An Insured:

4. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Any person or organization that leases to you or manages premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, no person or organization is an insured with respect to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of any lessor or manager of premises.

6. Any state or political subdivision with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, hoist way openings, sidewalk vaults, street banners, or decorations and similar exposures;

b. The construction, erection, or removal of elevators; or

c. The ownership maintenance, or use of any elevators covered by insurance.

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

a. "Bodily injury" to:

(1) A co-participant or your "employee" while participating in amateur athletic activities that you sponsor;

(2) You or, if you are a partnership or joint venture, any partner or member; or

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

or

- (1) A co-participant or your "employee"; or
 - (2) You or, if you are a partnership or joint venture, any partner or member.
8. Any person or organization who leases or rents a portion of your premises to whom or to which you are obligated by virtue of a written contract or agreement to provide insured status, but only with respects to liability arising out of your ownership, maintenance or repair of that portion of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

F. SECTION III – LIMITS OF INSURANCE

1. Paragraph 2. of Section III – Limits Of Insurance is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C; and
- b. Damages under Coverages A and B, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you. Operations conducted away from your "location" shall be assigned to the "location" from which they emanate.

2. Paragraph 6. of Section III – Limits Of Insurance is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied with permission of the owner, arising out of any one fire, lightning, explosion or "sprinkler leakage" incident.

3. The following paragraphs are added to Section III – Limits Of Insurance:

8. Subject to Paragraph 5. above, the most we will pay as damages for "property damage" arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate "electronic data" is \$3,000 per occurrence.

9. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence", or "personal and advertising injury" from the same offense, we will apply the Limits of Insurance in the following order:

- a. You;
- b. Your "executive officers", directors, stockholders or "employees";
- c. McDonald's Corporation; and
- d. Any other insureds in any order that we choose.

G. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Paragraph 2. of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense, which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as reasonably possible.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
 - e. Knowledge of an "occurrence" by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".
 - f. Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers, or legal representatives becomes aware of or should have become aware of such "occurrence", offense, claim or "suit".
 - g. If you report any "occurrence", offense, claim or "suit" to your workers' compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" at the time of the "occurrence" shall not be considered a violation of Paragraph **2.a., b.** or **c.** of Section **IV** - Commercial General Liability Conditions. However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.
2. Paragraph **4.b.** of Section **IV** – Commercial General Liability Conditions is deleted and replaced by the following:
- b. Excess Insurance**
 - (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire, Lightning, Explosion or "Sprinkler Leakage" insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) If the loss arises out of the maintenance or use of "aircraft", "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
 - (v) That is insurance purchased by you to cover your liability for discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference to persons who are not your "employees".
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Paragraph 5. of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

4. Paragraph 9. of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal at least:

- a. 10 days before the effective date of nonrenewal, if we nonrenew for nonpayment of premium;

b. 30 days before the effective date of nonrenewal, if we nonrenew for non-compliance with critical loss control recommendations (if uncorrected, a loss control recommendation is critical if it materially increases the risks insured against); or

c. 90 days before the effective date of nonrenewal for any other reason;

or notice as required by law, whichever is greater, before the effective date of nonrenewal.

If notice is mailed, proof of mailing will be sufficient proof of notice.

H. SECTION V - DEFINITIONS

1. Paragraphs 3. and 14. of Section V – Definitions are deleted and replaced by the following:

3. "Bodily injury" means bodily injury, mental injury, mental anguish, shock, sickness or disease sustained by a person, including death resulting from any of these at any time.

14. "Personal and advertising injury" means injury or humiliation, including consequential "bodily injury", arising out of one or more of the following offenses committed in the course of your business, except advertising, publishing, broadcasting or telecasting done by or for you:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders, libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a persons right or privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, title, trade dress or slogan in your "advertisement";

h. Misappropriation, piracy or plagiarism of advertising ideals or style of doing business;

i. Oral or written publication of material that results in unfair competition; or

j. Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference

2. The following paragraphs are added to Section V - Definitions:

23. "Aircraft" means a heavier than air vehicle containing an internal power source and designed for travel principally in the air, but does not include a hovercraft.

24. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

25. "Location" means any building, dock, open lot, wharf, pier, bulkhead (or group of bulkheads) bounded on all sides by public streets or open waterways or open land space, each of which shall be not less than 50 feet wide. Any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative for the purposes of this definition.

- 26.** "Sprinkler leakage" means the leakage or discharge of water or other fluid from within the equipment used solely or chiefly for fire protection purposes of the property insured and located on the premises insured or adjacent thereto, and loss or damage caused by the fall or breakage of said equipment.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Extended Broad Form Property Damage Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With respect to the limits set forth in this endorsement, Paragraph **2.j.** of Section **I** – Coverage **A** Bodily Injury And Property Damage Liability, is amended as follows:
- 1.** The following provision is added:

Paragraph **(4)** of this exclusion does not apply to personal property in your care, custody or control if the "property damage" arises from "your work".
 - 2.** Paragraphs **(5)** and **(6)** are deleted.
- B.** With respect to the insurance afforded by this endorsement, Section **III** – Limits Of Insurance, is deleted and replaced by the following:
- 1.** The limits shown in the Schedule of this endorsement and the rules below fix the most we will pay for all "property damage" regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 2.** The Aggregate Limit is the most we will pay for the sum of all "property damage".
 - 3.** Subject to Paragraph **2.** above, the Occurrence Limit is the most we will pay for the sum of "property damage" arising out of any one "occurrence".

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

Schedule

Limits of Insurance:	Occurrence Limit
	Aggregate Limit

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Amendment Of Who Is An Insured – Janitorial Franchisee

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1.** The following Paragraph **4.** is added to Section **II – Who Is An Insured**, but only:
 - a.** With respect to the "franchisee's" operations within the scope of the executed "janitorial franchise agreement"; and
 - b.** If the "franchisee" is authorized by the Named Insured shown in the Declarations and has agreed, before the "occurrence" or offense for which coverage is sought, to participate in a general liability insurance plan that provides coverage such as is afforded under this endorsement.
- 4. Franchisee**
 - a.** If the "franchisee" is designated in the "janitorial franchise agreement" as:
 - (1)** An individual, the "franchisee" and the "franchisee's" spouse are insureds, but only with respect to the conduct of the "franchisee's" business.
 - (2)** A partnership, the "franchisee" is an insured. The "franchisee's" partners, and their spouses, are also insureds but only with respect to the conduct of the "franchisee's" business.
 - (3)** A limited liability company, the "franchisee" is an insured. The "franchisee's" members are also insureds, but only with respect to the conduct of the "franchisee's" business. The "franchisee's" managers are insureds, but only with respect to their duties as the "franchisee's" managers.
 - (4)** An organization other than a partnership, joint venture or limited liability company, the "franchisee" is an insured. The "franchisee's" "executive officers" and directors are insureds, but only with respect to their duties as the "franchisee's" officers or directors. The "franchisee's" shareholders are also insureds, but only with respect to their liability as stockholders.
 - b.** Each of the following is also an insured:
 - (1)** The "franchisee's" "employees" other than either the "franchisee's" "executive officers" (if the "franchisee" is an organization other than a partnership, joint venture or limited liability company) or the "franchisee's" managers (if the "franchisee" is a limited liability company), but only for acts within the scope of their employment by the "franchisee" or while performing duties related to the conduct of the "franchisee's" business. However, none of these "employees" are insureds for:
 - (a)** "Bodily injury" or "personal and advertising injury":
 - (i)** To you or the "franchisee", to your or the "franchisee's" partners or members (if you are, or the "franchisee" is, a partnership). To your or the "franchisee's" members (if you are, or the "franchisee" is, a limited liability company), to a "co-employee" or your "employee" while in the course of his or her employment or performing duties related to the conduct of the "franchisee's" business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or your "employee" as a consequence of Paragraph (1)(a) above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or

(iv) Arising out of his or her providing or failing to provide professional health care services.

(b) "Property damage" to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, the "franchisee", any of your or the "franchisee's" "employees", any partner or member (if you are, or the "franchisee" is, a partnership), or any member (if you are, or the "franchisee" is, a limited liability company).

(2) Any person (other than the "franchisee's" "employee") or any organization while acting as the "franchisee's" real estate manager.

(3) Any person or organization having proper temporary custody of the "franchisee's" property if the "franchisee" dies, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until the "franchisee's" legal representative has been appointed.

(4) The "franchisee's" legal representative if the "franchisee" dies, but only with respect to duties as such. That representative will have all your rights and duties under this endorsement.

c. No "franchisee" is an insured with respect to the conduct of:

(1) Any current or past joint venture; or

(2) Any current or past partnership or limited liability company that is not designated in the "janitorial franchise agreement".

d. For the purposes of coverage afforded by this endorsement, the "franchisee" described under this provision 4. qualifies as a Named Insured under this Coverage Part.

2. The following definition is added to **SECTION V – DEFINITIONS:**

"Franchisee" means a person or organization with whom the Named Insured shown in the Declarations has executed a "janitorial franchise agreement".

"Janitorial franchise agreement" means a written agreement into which the Named Insured shown in the Declarations enters as a grantor of a franchise.

3. The coverage afforded to a "franchisee" under this endorsement shall continue until termination of the "janitorial franchise agreement" or the end of the policy period, whichever is earlier.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Wausau EXPRESSSM Health Or Exercise Clubs Or Facilities Liability Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. Broad Form Additional Insured**
 - Lessor of Leased Equipment**
 - Owners, Managers or Lessors of Premises or Land**
 - Mortgagees, Assignees or Receivers**
 - Any Person or Organization Other Than a Joint Venture**
 - Club Members**
 - Aerobic Instructors, Massage Therapists and Personal Trainers**
- 2. Alienated Premises**
- 3. Broad Form Property Damage – Borrowed Equipment & Use Of Elevators**
- 4. Medical Payments – Increased Limit**
- 5. Waiver Of Right Of Recovery By Written Contract Or Agreement**
- 6. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
- 7. Unintentional Errors Or Omissions**
- 8. Supplementary Payments**
- 9. Two Or More Coverage Parts Or Policies Issued By Us**
- 10. Expected Or Intended Injury From Reasonable Force**
- 11. Non-Owned Watercraft**
- 12. Damage To Premises Rented To You**
- 13. Liberalization Clause**
- 14. Bodily Injury Redefined**
- 15. Insured Contract Redefined**
- 16. Personal And Advertising Injury Redefined**

- 1. Broad Form Additional Insured**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

- e. Additional Insured by Written Contract or Written Agreement**

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) Lessors of Leased Equipment:** the person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which takes place after the equipment lease expires.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" or offense which arises out of the sole negligence of the lessor.

- (2) **Owners, Managers, or Lessors of Premises or Land:** any owner, manager or lessor of premises or land, but only with respect to liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises or land leased to you.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the owner, manager or lessor of that premises or land.
- (3) **Mortgagees, Assignees or Receivers:** any person(s) or organization(s) with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (4) **Any Person or Organization Other Than a Joint Venture:** for which you have agreed by written contract to procure bodily injury or property damage liability insurance, but only for liability caused, in whole or in part, by operations performed by you or on your behalf, provided that:

(a) This subparagraph (4) does not apply to any agreement to provide insurance to:

- (i) An "employee", association of "employees" or labor union, except with respect to work performed by or for you or for such "employee", association of "employees" or labor union under direct contract between you as contractor and such "employee", association of "employees" or labor union as owners;
- (ii) Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
- (iii) Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization;
- (iv) Any of your subcontractors, or any partner, officer, agent or "employee" of such subcontractor; or
- (v) Anyone more specifically covered in subparagraphs e.(1) through (3) above.

(b) The insurance afforded to any person or organization as an insured under this subparagraph (4):

- (i) Shall include only the insurance that is required to be provided by the terms of such agreement to procure insurance, and then only to the extent that such insurance is included within the terms of this policy, and a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed; and
- (ii) Does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" unless such coverage is required by the contract between you and the additional insured.

The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties or the limits provided by this policy.

The insurance afforded to any person or organization as an insured under this subparagraph 2.e. does not apply to:

- (1) "Bodily injury" or "property damage" which occurs prior to the date of your written contract or written agreement with such person or organization;
 - (2) "Bodily injury" or "property damage" occurring after all work to be performed by or on behalf of the additional insured has been completed, or has been put to its intended use;
 - (3) Any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part; or
 - (4) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the additional insured's negligence.
- f. Any of your club members, but only with respect to their liability for your activities or activities they perform on your behalf.
 - g. Aerobic instructors, massage therapists and personal trainers but only with respect to liability arising out of your operations. This includes operations away from the premises but only when performing duties on behalf of the named insured.

2. Alienated Premises

Paragraph **2.j.(2)** of Section **I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced with the following:

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

3. Broad Form Property Damage – Borrowed Equipment & Use Of Elevators

- A. Paragraph **2.j.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability** is amended by the addition of the following:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform "your work".

Paragraphs **(3)** and **(4)** of this exclusion do not apply to damage to personal property arising out of the use of elevators.

The insurance provided for "property damage" to:

- a. Borrowed equipment in the care, custody or control of the insured while not being used to perform "your work";
or
- b. Property loaned to the named insured or personal property in the care, custody or control of the insured arising out of the use of elevators;

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.

- B. Section **III – Limits Of Insurance** is amended by the addition of the following:

Subject to Paragraphs **2., 3.** and **5.** above, the most we will pay for damages because of "property damage" to:

- a. Borrowed equipment in the care, custody or control of the insured while not being used to perform "your work";
or

- b. Property loaned to the named insured or personal property in the care, custody or control of the insured arising out of the use of elevators;

Is \$10,000.

4. Medical Payments – Increased Limits

Paragraph 7. of Section III – Limits Of Insurance is deleted and replaced by the following:

- 7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit.

Medical Payments – Increased Limits does not apply if Coverage C – Medical Payments is excluded either by the provisions of the Coverage Part or endorsement.

5. Waiver Of Right Of Recovery By Written Contract Or Agreement

Paragraph 8. of Section IV – Commercial General Liability Conditions is amended by the addition of the following:

We waive any right of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed, in a written contract or agreement made prior to the date of the "occurrence", to waive your rights of recovery from such person or organization, but only for payments made under the policy and resulting from that contract.

6. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Paragraph 2. of Section IV - Commercial General Liability Conditions is deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified as soon as reasonably possible of an "occurrence" or offense which may result in a claim. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

Knowledge of an "occurrence" or offense by your agent, servant or "employee" is not considered knowledge by you unless your insurance manager or other designated person has received notice from your agent, servant or "employee".

- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as reasonably possible.

If you report any "occurrence", offense, claim or "suit" to your workers compensation or automobile liability insurance carrier and the "occurrence", offense, claim or "suit" later develops into a claim under this policy, failure to report such "occurrence", offense, claim or "suit" shall not be considered a violation of this condition. However, as soon as you become aware that the particular "occurrence", offense, claim or "suit" is a commercial general liability claim or "suit", you must give prompt notification to us.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. You refers to an "executive officer", partner, member or legal representative.

7. Unintentional Errors And Omissions

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

- d. Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Commercial General Liability Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

This provision does not affect our right to collect premium or exercise our right of cancellation or nonrenewal.

8. Supplementary Payments

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B are deleted and replaced with the following:

- b. Up to \$3000 for the 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 actual loss of earnings up to \$500 a day because of time off from work.

9. Two Or More Coverage Parts Or Policies Issued By Us

If any claim or "suit" arising out of an "occurrence" or offense covered under this Coverage Part is also subject to coverage under any other Coverage Part or policy issued by us or by any company affiliated with us, the total maximum limit of liability under all Coverage Parts or policies shall not exceed the highest applicable limit of liability under any one Coverage Part or policy. This condition does not apply to any Coverage Part or policy that is specifically issued as excess insurance over this Coverage Part.

10. Expected Or Intended Injury From Reasonable Force

Paragraph **2.a.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

2. Exclusions

This insurance does not apply to:

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.

11. Non-Owned Watercraft

Paragraph **2.g.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability is deleted and replaced with the following:

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

- (a) Less than or equal to 50 feet in length; or
- (b) Not being used to carry persons or property for a charge.

12. Damage To Premises Rented To You

A. The Damage To Premises Rented To You Limit shown on the Declarations is the greater of the amount shown or \$300,000.

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

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, while rented to you or temporarily occupied by you with permission of the owner.

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

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner for damage to such premises resulting from fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof.

D. The last paragraph of Section **I** - Coverage **A** (after the exclusions) is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, leakage from fire protective systems, or any combination thereof, to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

13. Liberalization Clause

Section **IV** – Commercial General Liability Conditions is amended by the addition of the following:

10. If we revise or replace our standard policy form to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

14. Bodily Injury Redefined

Paragraph 3. of Section V - Definitions is deleted and replaced with the following:

3. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including death, mental anguish or mental injury which directly results from the physical injury, sickness or disease.

15. Insured Contract Redefined

Paragraph 9.f. of Section V – Definitions is deleted and replaced with the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

16. Personal And Advertising Injury Redefined

Paragraph 14. of Section V - Definitions is amended to add the following:

- h. Discrimination because of race, religion, national origin, age, sex, physical disability or sexual preference.

Policy Number
Issued by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice Of Occurrence Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subsection **2.a.** of Section **IV** – Commercial General Liability Conditions is deleted and replaced by the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a.** You, your insurance manager or any other person you designate must see to it that we, or our authorized agents, are notified promptly of an "occurrence" or offense which may result in a claim. Notice should include:
 - (1)** How, when and where the "occurrence" or offense took place; and
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

SERFF Tracking Number: WAUS-125266512 *State:* Arkansas
First Filing Company: Wausau Underwriters Insurance Company, ... *State Tracking Number:* AR-PC-07-025866
Company Tracking Number: GLF-CW-009-07
TOI: 17.2 Other Liability - Occurrence Only *Sub-TOI:* 17.2001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Submission of company forms to accompany the ISO (12-07) 8th Generation Revisions/GLF-CW-009-07

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WAUS-125266512 State: Arkansas
First Filing Company: Wausau Underwriters Insurance Company, ... State Tracking Number: AR-PC-07-025866
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Product Name: Commercial General Liability
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Supporting Document Schedules

Review Status:
Bypassed -Name: Uniform Transmittal Document-
Property & Casualty **Approved** 08/28/2007
Bypass Reason: na
Comments:

Review Status:
Satisfied -Name: Inventory **Approved** 08/28/2007
Comments:
Attachment:
AR Inventory.pdf

Arkansas
8th Gen GL - Wausau Commercial General Liability Forms Inventory

Form# / Edition Date	Replaces	Title	Revision / Purpose	Coverage Part*	Optional / Mandatory	Restricts / Broadens	Pricing	Prior DOI#
GL0433 12-07	GL0433 07-06	McDonald's Franchisee Hired Auto and Nonowned Auto Liability Endorsement	Revised numbering to correspond to the ISO revision and the Auto policy	1	Mandatory on McDonald's Franchisee policies	Broadens	No change	
GL0566 12-07	GL0566 10-05	Wausau EXPRESS Liability Endorsement	Miscellaneous changes to correspond to the ISO revision and to clarify intent.	1	Optional	Broadens	No change	
GL0567 12-07	GL0567 10-05	Wausau EXPRESS Retail Liability Endorsement	Miscellaneous changes to correspond to the ISO revision and to clarify intent.	1	Optional	Broadens	No change	
GL0568 12-07	GL0568 10-05	Wausau EXPRESS Hospitality Liability Endorsement	Miscellaneous changes to correspond to the ISO revision and to clarify intent.	1	Optional	Broadens	No change	
GL0569 12-07	GL0569 10-05	Wausau EXPRESS Restaurant Liability Endorsement	Miscellaneous changes to correspond to the ISO revision and to clarify intent.	1	Optional	Broadens	No change	
GL0570 12-07	GL0570 01-07	Wausau EXPRESS Hospitality Liability Endorsement Supplement	Revised the Fire Damage Limit to read Damage to Premises Rented to You Limit	1	Optional	Broadens	No change	
GL0571 12-07	GL0571 11-04	Wausau EXPRESS Liquor Liability Endorsement	Corrected to add quotations to the defined term suit.	1	Optional	Broadens	No change	
GL0572 12-07	GL0572 02-05	Inoculation Expense Reimbursement	Revised numbering to correspond to the ISO revision	1	Optional endorsement available only for Pizza Hut policies	Broadens	None	
GL0573 12-07	GL0573 03-05	Wausau EXPRESS Food Products Manufacturing Liability Endorsement	Miscellaneous changes to correspond to the ISO revision and to clarify intent.	1	Optional	Broadens	No change	
GL0574 12-07	GL0574 04-06	Printers Errors and Omissions Coverage Endorsement	Miscellaneous changes to correspond to the ISO revision.	1	Optional	Broadens	No change	
GL0575 12-07	GL0575 04-06	Printers Errors and Omissions Expense Coverage Endorsement	Miscellaneous changes to correspond to the ISO revision.	1	Optional	Broadens	No change	
GL2006 12-07	GL2006 03-89	Who Is An Insured Redefined Endorsement	Corrected to add limited liability company	1	Optional	Broadens	None	
GL2008 12-07	GL2008 12-04	Additional Insured Endorsement - Written Contract	Revised to <u>not</u> limit coverage to an "insured contract".	1	Optional	Broadens	No change	

Arkansas
8th Gen GL - Wausau Commercial General Liability Forms Inventory

Form# / Edition Date	Replaces	Title	Revision / Purpose	Coverage Part*	Optional / Mandatory	Restricts / Broadens	Pricing	Prior DOI#
GL2009 12-07	GL2009 10-01	Additional Named Insured Endorsement Designated Premises	Corrected to clarify that the Schedule in reference is the endorsement Schedule.	1	Optional	Broadens	None	
GL2033 12-07	GL2033 10-01	Additional Insured Endorsement (Partnership, Joint Venture or Limited Liability Company)	Corrected numbering to correspond to the ISO policy.	1	Optional	Broadens	No change	
GL2403 12-07	GL2403 07-06	Medical Payments Coverage Amendment Endorsement	Revised numbering to correspond to the ISO revision	1	Optional	Restricts	None	
GL2420 12-07	GL2420 07-99	Other Insurance Amendment Endorsement	Revised to correspond to the ISO revision.	1	Optional	Broadens	None	
GL2424 12-07	GL2424 07-99	Personal and Advertising Injury Redefined	Amended the definition of Discrimination to clarify intent.	1	Optional	Clarification	No change	
GL2428 12-07	GL2428 12-04	McDonald's Cooperatives Amendatory Endorsement	Corrected a typographical error.	1	Mandatory on McDonald's Cooperatives policies	Both	None	
GL2439 12-07	GL2439 11-03	Amendment of Pollution Exclusion Endorsement	Revised to correspond to the ISO revision.	1	Optional	Broadens	No change	
GL2501 12-07	GL2501 12-04	Amendment of Limits of Insurance for Designated Locations Endorsement	Corrected to bring Damage To Premises Rented To You wording current.	1	Optional	Broadens	No change	
GL2837 12-07	GL2837 01-99	Notice of Injury Endorsement	Corrected numbering to correspond to the ISO policy.	3	Optional	Broadens	None	
GL6539 12-07	GL6539 07-06	McDonald's Franchisee Amendatory Endorsement	Corrected numbering to correspond to the ISO policy.	1	Mandatory on McDonald's Franchisee policies	Broadens	None	
GL6601 12-07	GL6601 02-06	Extended Broad Form Property Damage Liability	Corrected a typographical error.	1	Optional	Broadens	None	
GL6604 12-07	GL6604 02-06	Amendment of Who Is An Insured - Janitorial Franchisee	Corrected numbering to correspond to the ISO policy.	1	Optional	Both	None	
GL6616 12-07	GL6616 09-06	Wausau EXPRESS Health or Exercise Clubs or Facilities Liability Endorsement	Miscellaneous changes to correspond to the ISO revision and to clarify intent.	1	Optional	Broadens	No change	
GL9902 12-07	GL9902 10-01	Notice of Occurrence Endorsement	Corrected wording to clarify intent.	1	Optional	Broadens	None	

Arkansas
8th Gen GL - Wausau Commercial General Liability Forms Inventory

Form# / Edition Date	Replaces	Title	Revision / Purpose	Coverage Part*	Optional / Mandatory	Restricts / Broadens	Pricing	Prior DOI#
<p>* Endorsement/Form is to be attached to the following Coverage:</p> <ul style="list-style-type: none"> 1 - Commercial General Liability Coverage Part 2 - Owners & Contractors Protective Liability Coverage Part 3 - Liquor Liability Coverage Part 4 - Railroad Protective Liability Coverage Part 5 - Products/Completed Operations Liability Coverage Part 6 - Pollution Liability Limited Coverage Part 7 - Product Withdrawal Coverage Part 								