

**COUNTY OF TULARE
SERVICES AGREEMENT
State Advocacy Services**

THIS AGREEMENT ("Agreement") is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Shaw/Yoder/Antwih, Inc.**, a California Corporation, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** Pursuant to Government Code Section 31000, County may employ professional experts for services enumerated therein and may contract with an independent contractor for the furnishings of such services; and
- B.** It is necessary and desirable that CONTRACTOR be retained for the purpose of performing professional services hereinafter described.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term for two optional one-year extensions for the same Services and Payment by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibits A.**
- 3. PAYMENT FOR SERVICES:** See attached **Exhibits B.**
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C.**
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

| | | |
|--------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Exhibit D | Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/ |
| <input type="checkbox"/> | Exhibit D | |

- 7. NOTICES:** (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
State Advocacy Services**

COUNTY:

Denise England
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5027
Fax No.: 559-733-6898

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Shaw/Yoder/Antwih, Inc.
1415 L. Street, Suite 200
Sacramento, CA 95814
Phone No.: (916) 446-4656
Fax No.: (916) 446-4318

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

**COUNTY OF TULARE
SERVICES AGREEMENT
State Advocacy Services**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Shaw/Yoder/Antwih, Inc.

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____

Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By _____

Deputy

Matter # _____

EXHIBIT A
SCOPE OF SERVICES – STATE ADVOCACY SERVICES

Required services will include, at a minimum, the following:

1. Work directly with the Board of Supervisors in completing a needs assessment to identify those issues that have the greatest impact on the County and also possess the greatest opportunity for successful advocacy efforts.
2. Prepare an annual State Legislative Platform for the Board of Supervisors' adoption based on input from the Board of Supervisors, County Administrative Office, and County staff.
3. Periodically meet with the Board of Supervisors and/or County staff (minimum of twice per year) to present final platform, report on activities, and confer on matters related to legislative or regulatory actions in Sacramento with such meetings to be held in Tulare County. Additional meetings may be held in Tulare County, Sacramento, or other locations agreeable to both parties.
4. Vigorously represent the County on identified priority issues and initiate appropriate actions to advocate on the County's behalf.
5. Identify available State programs that provide funding or grants for County projects and services and represent the County in the application process when requested.
6. Prepare briefing materials, conduct briefings, and arrange appointments for County officials and staff when their travel to Sacramento is relevant to the County's priority issues.
7. Provide space, staff support, and office equipment, such as phones, fax machines, and personal computers, for County use at an office in Sacramento.
8. Maintain regular communication with the County's legislative coordinator; provide quarterly written reports on activities engaged in and accomplishments achieved on behalf of the County.
9. Review legislative proposals and amendments and advise County on matters of interest; make recommendations regarding positions the County may take in response to legislation.
10. Represent the County in meetings and correspondence with legislators and representatives of the executive branch in order to advocate on behalf of County positions.
11. Draft bill language and amendments for County sponsored legislation.

12. Research issues at the request of the Board of Supervisors or County Administrative Officer.
13. Provide necessary information to COUNTY for filing all lobbying and expenditure disclosure reports or any other reports required by the Secretary of State, Fair Political Practices Commission, or any other State agency;
14. Register as a lobbyist for COUNTY; and
15. Have no other clients whose interests conflict with those of COUNTY. In the event that a potential conflict should arise, CONSULTANT shall notify COUNTY within 24 hours and before any further performance of this Agreement.

EXHIBIT B
BUDGET – STATE ADVOCACY SERVICES

\$63,000 Annually plus qualified reimbursables approved by the Tulare County Administrative Officer. Qualified reimbursables are defined as actual expenses, other than customary operating expenses. Any single expense in excess of Three Hundred Dollars (\$300.00), or any expenses totaling Two Hundred and Fifty Dollars (\$250.00) or more in any month, must be approved in advance by the Tulare County Administrative Officer.

EXHIBIT C

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance at least as broad as ISO CG 20 01 01 13 as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this*

provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| PRODUCER Leavitt United Insurance Services, Inc. Lic #0J02939 2358 Maritime Dr, Suite 100 Elk Grove CA 95758 | CONTACT NAME: Valentina Escobar-Hernandez PHONE (A/C, No., Ext): (916) 691-5555 E-MAIL ADDRESS: valentina-escobar@leavitt.com | FAX (A/C, No.): (916) 691-0555 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Shaw/Yoder/Antwih, Inc. 1415 L Street Ste. 1000 Sacramento CA 95814 | INSURER A: Hiscox Insurance Company | NAIC # 10200 |
| | INSURER B: California Capital Insurance | 13544 |
| | INSURER C: StarStone National Insurance | 25496 |
| | INSURER D: Technology Insurance Company | 42376 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 18/19 GL AU EXC WC Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | MPL158036918 | 6/2/2018 | 6/2/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | | 81BAA2035939 | 6/2/2018 | 6/2/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | BODILY INJURY (Per person) \$ | | | | | | |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 79734Y181ALI | 6/2/2018 | 6/2/2019 | EACH OCCURRENCE \$ 1,000,000 |
| | AGGREGATE \$ 1,000,000 | | | | | | |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | TWC36715265 | 6/2/2018 | 6/2/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | E.L. EACH ACCIDENT \$ 1,000,000 | | | | | | |
| A | Professional Liability Retroactive Date 5-1-2009 | | | MPL158036918 | 6/2/2018 | 6/2/2019 | Aggregate 1,000,000 |
| | Retention 5,000 | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Tulare, its officers, agents, officials, employees and volunteers are named Additional Insured as required by written contract with respects to General Liability and Commercial Auto per the attached endorsement form numbers PLPP0002CW and 03330. Waiver of Subrogation applies to Workers Compensation per the attached endorsement form number WC040306.

CERTIFICATE HOLDER

County of Tulare
 5955 S. Mooney Boulevard
 Visalia, CA 93277

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

V Escobar-Hernandez/V

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I. What is covered

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages you** become legally obligated to pay because of **bodily injury** or **property damage** to which this Coverage Part applies, provided:
1. the **bodily injury** or **property damage** occurs during the **policy period**;
 2. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
 2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you** or in connection with **your** business operations;
 2. the **accident** occurs during the **policy period**;
 3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
 4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

II. Defense and supplementary payments

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
 2. up to \$2,500 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** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
 3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;
 4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$1,000 a day because of time off from work;

General Liability Coverage Part (Occurrence)

5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. 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.

B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
 - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
 - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
 - c. authorize **us** to conduct and control the defense of the indemnitee.

Our obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **retention** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

A. Sole proprietorships

If **you** are an individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representatives. As such, they will assume **your** legal rights and duties under this Coverage Part.

B. Partnerships or joint ventures

If **you** are a duly organized partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.

General Liability Coverage Part (Occurrence)

- C. Limited liability companies
If **you** are a duly organized limited liability company, **you** members and their spouses are **insureds**, but only with respect to the conduct of **your** business. **Your** managers are also **insureds**, but only with respect to their duties as **your** managers.
- D. Other organizations
If **you** are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, **you** directors and **officers** are **insureds**, but only with respect to their duties as **your** directors or **officers**. **Your** stockholders and their spouses are also **insureds**, but only with respect to their liability as **your** stockholders.
- E. Trusts
If **you** are a trust, **you** trustees are **insureds**, but only with respect to their duties as **your** trustees.
- F. Employees
Your employees are **insureds**, but only while in the course and scope of their employment by **you** or while performing duties related to the conduct of **your** business.
- G. Volunteer workers
Your volunteer workers are **insureds**, but only while in the course and scope of their activities related to the conduct of **your** business performed on **your** behalf or at **your** direction.
- H. Real estate managers
Persons (other than **your employees**) or organizations acting as **your** real estate managers are **insureds**, but only with respect to their duties as **your** real estate managers.
- I. Amateur athletic participants
Any person representing **you** while participating in an amateur athletic activity **you** sponsor is an **insured**. However, no such person is an **insured** for:
1. **bodily injury** to:
 - a. a co-participant, **your employee**, or **your volunteer worker** while also participating in the amateur athletic activity **you** sponsor; or
 - b. **you** or any of **your** partners, members, or **officers**; or
 2. **property damage** to property owned, occupied, or used by; rented to; or in the care, custody, or control of:
 - a. a co-participant in the amateur athletic activity **you** sponsor, **your employee**, or **your volunteer worker**; or
 - b. **you** or any of **your** partners, members, or **officers**.
- J. Newly acquired or formed organizations
If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of an **occurrence** or offense covered by this Coverage Part, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.
- There is no coverage for the acquired or formed organization for:
1. **bodily injury** or **property damage** that occurred; or
 2. **personal or advertising injury** arising out of an offense that was committed, before **you** acquired or formed the organization.
- The acquired or formed organization is an **insured** only with respect to the conduct of **your** business.
- K. **Additional insureds**
If **you** have agreed in a written contract or agreement to add them as an **additional insured** to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are **insureds**:
1. **Any person or organization from whom you lease any premises**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.
- However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.



HISCOX PRO™ General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. **Any person or organization for whom **you** are performing operations,** but only with respect to liability arising out of:
- your** acts or omissions or of those acting on **your** behalf; and
 - the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- bodily injury, property damage, or personal and advertising injury** arising out of the rendering of or failure to render any professional architectural, engineering, or surveying services, including:
 - the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - supervisory, inspection, architectural, or engineering activities; or
- bodily injury or property damage** occurring after:
 - all work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
 - that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. **Any person or organization who sells or distributes **your products**** (referred to in this subsection as "vendor"), but only with respect to **bodily injury or property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- bodily injury or property damage** for which the vendor is legally obligated to pay **damages** because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such contract or agreement;
- any express warranty unauthorized by **you**;
- any physical or chemical change in the product made intentionally by the vendor;
- 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;
- any failure to make inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 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 by or for the vendor;
- 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 will not apply to:

General Liability Coverage Part (Occurrence)

- (1) repackaging 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;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
 - b. any ingredient or part of any product; or
 - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
 - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured.

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **we** agree to waive any right of recovery **we** may have against any additional insured because of payments **we** make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought; or
3. persons or organizations making or bringing **claims**.



General Liability Coverage Part (Occurrence)

- A. Per location limit The Per Location Limit identified in the Declarations is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** occurring at each separate location where **you** perform business operations arising out of any one **occurrence**. This limit will apply only if an endorsement listing **your** separate locations is added to this Coverage Part.
- B. Products-completed operations limit The Products-Completed Operations Limit identified in the Declarations is the most **we** will pay for all **damages** because of **bodily injury** and **property damage** included in the **products-completed operations hazard** arising out of any one **occurrence**.
- C. Personal and advertising injury limit The Personal and Advertising Injury Limit identified in the Declarations is the most **we** will pay for all **damages** because of **personal and advertising injury** arising out of any one **claim**.
- D. Damage to premises limit The Damage to Premises limit identified in the Declarations is the most **we** will pay for all **damages** because of **property damage** to any one premises while rented to **you** or temporarily occupied by **you** with permission of the owner.
- E. Elevator liability sublimit An Elevator Liability Sublimit of \$25,000 is the most **we** will pay for all **damages** because of **property damage** resulting from the use of an elevator at premises **you** own, rent, or occupy and arising out of any one **occurrence**.
- F. Medical payments limit The Medical Payments limit identified in the Declarations is the most **we** will pay for the sum of **medical expenses** for **bodily injury** sustained by any one person covered under Section I. What is covered, C. Medical payments.

No **retention** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV will be in excess of the **retention** and will be a part of, and not in addition to, the **coverage part limit**.

V. Other provisions affecting coverage

- A. Notifying us of claims, occurrences, or offenses
1. **You** must give written notice to **us** of any **claim** made or brought against **you** as soon as possible, including the specifics of the **claim** and the date received.
 2. **You** must give written notice to **us** of any **occurrence** or offense which may result in a **claim** as soon as possible. To the greatest extent possible, the notice must include:
 - a. how, when, and where the **occurrence** or offense took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the **occurrence** or offense.

All such notifications must be in writing and include a copy of any **claim**, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

- B. Retention **Our** obligation to pay any **damages** under this Coverage Part is in excess of the **retention**, which **you** must pay in connection with each covered **occurrence** or offense. The **retention** does not apply to **claim expenses** or any other payments **we** make under Section II. Defense and supplementary payments.
- C. Legal action against us No person or organization has a right under this Coverage Part:
1. to join **us** as a party or otherwise bring **us** into a **claim** seeking **damages** from **you**; or
 2. to sue **us** on this Coverage Part unless all of its terms and conditions have been fully complied with.

General Liability Coverage Part (Occurrence)

A person or organization may sue **us** to recover on an agreed settlement or final judgment against **you**, but **we** will not be liable for **damages** that are not covered under this Coverage Part or that are in excess of the applicable limits. An agreed settlement means a settlement and release of liability signed by **us**, **you**, and the claimant or claimant's legal representative.

D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid and collectible insurance is available to **you** for a **claim we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. **Primary insurance** - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. **Excess insurance** - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
 - a. that provides fire, extended coverage, builder's risk, installation risk, or similar coverage for **your work**;
 - b. that applies to **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - c. if the loss arises out of aircraft, **autos**, or watercraft (to the extent not subject to Exclusion A. 1. Aircraft, autos, or watercraft);
 - d. that is insurance available to **you** because **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

When this Coverage Part is excess over other insurance, **we** will pay only **our** share of the amount of loss, if any, that exceeds the sum of:

- a. the total amount that all other insurance would pay for loss in the absence of this Coverage Part; and
- b. the total of all deductible and self-insured amounts under all other insurance and this Coverage Part.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

3. Method of sharing

If all of the other insurance permits contribution by equal shares, **we** will contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever occurs first.

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

E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies separately to each **insured** against whom a **claim** is made or brought.

VI. Exclusions – What is not covered

A. Bodily injury and property damage exclusions

Aircraft, autos, or watercraft

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

1. **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 **you**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
 - (1) less than 75 feet long; and
 - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury** or **property damage** arising out of:
 - (1) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. aircraft **you** do not own. However, this Coverage Part will be excess over any other insurance that applies to such aircraft, whether primary, excess, contingent, or on any other basis, and the rules stated in Section V. Other provisions affecting coverage, D. Other insurance, 2. Excess insurance will apply.

Damage to impaired property or property not physically injured

2. **property damage** to **impaired property** or property that has not been physically injured arising out of:

- a. a defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms and conditions.

However, this exclusion will not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises **you** sell, give away, or abandon, if the **property damage** arises out of any part of those premises;
- c. property loaned to **you**;
- d. personal property in **your** care, custody, or control;



General Liability Coverage Part (Occurrence)

- e. that particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Subsections c, d, and f of this exclusion will not apply to **property damage** arising out of the use of an elevator at premises **you** own, rent, or occupy. However, any payments **we** make for such **property damage** will be subject to the Elevator Liability Sublimit.

Subsection d of this exclusion will not apply to **property damage** to equipment **you** borrow while at a job site, but only if it is not being used by anyone to perform operations at the time of such **property damage**.

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| Damage to your product | 4. property damage to your product arising out of it or any part of it; however, this exclusion will not apply to property damage arising out of the use of an elevator at premises you own, rent, or occupy, but any payments we make for such property damage will be subject to the Elevator Liability Sublimit. |
| Damage to your work | 5. property damage to your work arising out of it or any part of it and included in the products-completed operations hazard ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor. |
| Expected or intended Injury | 6. bodily injury or property damage expected or intended from the standpoint of any insured ; however, this exclusion will not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property. |
| Injury to employee | 7. <ul style="list-style-type: none"> a. bodily injury to your employee arising out of and in the course and scope of employment by you or while performing duties related to the conduct of your business; or b. bodily injury to the spouse, child, parent, brother, or sister of such employee as a consequence of any bodily injury described in paragraph 7.a above. <p>This exclusion will apply:</p> <ul style="list-style-type: none"> a. whether you may be liable as an employer or in any other capacity; and b. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs 7.a and 7.b above. <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. liability for damages you assume in an insured contract; or b. bodily injury arising out of and in the course and scope of domestic employment by you, unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law. |
| Liquor liability | 8. bodily injury or property damage for which you may be held liable by reason of: <ul style="list-style-type: none"> a. causing or contributing to the intoxication of any person; |



HISCOX PRO™ General Liability Coverage Part (Occurrence)

- b. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance, or regulation relating to the sale, gifting, distribution, or use of alcoholic beverages.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury** or **property damage** arising out of:
- a. the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to **you**; or
 - b. the use of **mobile equipment** in, while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

Prior knowledge

10. **bodily injury** or **property damage** which:
- a. **you**;
 - b. any **insured** listed in A through E of Section III. Who is an insured; or
 - c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

Bodily injury or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

Breach of contract

1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

Failure to conform to statements

2. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.

Insureds in media and internet type businesses

3. committed by any **insured** whose business is:
- a. advertising, broadcasting, publishing, or telecasting;
 - b. designing or determining content of websites for others; or
 - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or

General Liability Coverage Part (Occurrence)

- 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.

For purposes of this exclusion, the placing of frames, borders or links, or advertising, for **you** or others anywhere on the internet is not, by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

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| Knowing violation of rights of another | 4. caused by you or at your direction with knowledge the act would violate the rights of another and would inflict personal and advertising injury . |
| Material published prior to policy period | 5. based upon or arising out of oral or written publication of material whose first publication took place prior to the policy period . |
| Material published with knowledge of falsity | 6. based upon or arising out of oral or written publication of material by you or at your direction with knowledge of its falsity. |
| Unauthorized use of another's name or product | 7. based upon or arising out of any actual or alleged unauthorized use of another's name or product in your email address, domain name, metatag, or any similar tactics to mislead another's potential customers. |
| Wrong description of prices | 8. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in your advertisement . |

C. Medical payments exclusions

We will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

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| Athletic activities | 1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; however, this exclusion will not apply to a person who is not an insured injured while participating in an amateur athletic activity you sponsor. |
| Injury on normally occupied premises | 2. to any person injured on that part of any premises you own or rent that the person normally occupies. |
| Injury to you | 3. to you or any person hired to work for or on behalf of you or your tenant; however, this exclusion will not apply to a volunteer worker . |
| Products-completed operations hazard | 4. included in the products-completed operations hazard . |
| Workers' compensation or similar laws | 5. to any person, whether or not your employee , if benefits for such bodily injury are payable or must be provided under any workers' compensation, disability benefits, or any similar law. |

D. Exclusions applicable to the entire general liability coverage part

We will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

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| Asbestos | 1. based upon or arising out of the actual or alleged mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos; exposure to asbestos, asbestos fibers, or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connections with asbestos, asbestos fibers, or structures or materials containing asbestos. |
| Biological agents | 2. based upon or arising out of: <ul style="list-style-type: none"> a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of biological agents; or b. any: |



HISCOX PRO™ General Liability Coverage Part (Occurrence)

- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any **biological agents**; or
- (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **biological agents**.
- Communicable disease 3. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:
- supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
 - testing for a communicable disease;
 - failure to prevent the spread of the disease; or
 - failure to report the disease to authorities.
- Contractual liability 4. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:
- you** would have in the absence of such contract or agreement; or
 - assumed in an **insured contract**, provided the **bodily injury, property damage, or personal and advertising injury** occurs after such contract or agreement has been fully executed.
- Crime or fraud 5. based upon or arising out of any actual or alleged criminal or fraudulent conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites 6. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Electronic data 7. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Employment related liability 8. based upon or arising out of any actual or alleged:
- obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
 - liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
 - harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,
- including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.
- This exclusion will apply:
- whether **you** may be liable as an employer or in any other capacity; and
 - to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.
- Fair credit 9. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.



HISCOX PRO™ General Liability Coverage Part (Occurrence)

- Intellectual property
10. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
- However, this exclusion will not apply to:
- the use of another's advertising idea in **your advertisement**; or
 - infringement of copyright, trade dress, or slogan in **your advertisement**.
- Lead
11. based upon or arising out of:
- the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**;
 - any:
 - request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
 - claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.
- Pollution
12. based upon or arising out of:
- the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:
 - at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:
 - bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants;
 - bodily injury** or **property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site, or location has been added to **your** policy as an additional insured with respect to **your** ongoing operations performed for that additional insured at the premises, site, or location, and such premises, site, or location is not and never was owned or occupied by or rented or loaned to any **insured** other than that additional insured; or
 - bodily injury** or **property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
 - at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
 - which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for **you** or for any person or organization for whom **you** are legally liable;
 - at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
 - bodily injury** or **property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary to perform the normal

electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or other operating fluids escape from a vehicle part designed to hold, store, or receive them. This exception will not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal, or release of the fuels, lubricants, or other operating fluids or if such fuels, lubricants, or operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;

- (b) **bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
- (c) **bodily injury** or **property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
- (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** behalf are performing operations, if the operations are to 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. any:
 - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the 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 subsection will not apply to liability for **damages** because of **property damage you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

Privacy

- 13. based upon or arising out of any actual or alleged:
 - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
 - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

Professional services

- 14. based upon or arising out of **your** actual or alleged performance of or failure to perform **professional services**.

Recall of products, work, or impaired property

- 15. based upon or arising out of the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:
 - a. **your product**;
 - b. **your work**; or
 - c. **impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

Silica

- 16. based upon or arising out of any actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material.



HISCOX PRO™ General Liability Coverage Part (Occurrence)

- Unsolicited telemarketing 17. based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any "anti-spam" or "do-not-call" statutes, ordinances, or regulations.

Exclusions 8, 12, and 15 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.

Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

Auto

means:

1. a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or
2. any other land vehicle subject to a financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Biological agents

means any:

1. a. bacteria;
b. mildew, mold, or fungi;
c. other microorganisms; or
d. mycotoxins, spores, or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**,

for **bodily injury**, **property damage**, or **personal and advertising injury** to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.

General Liability Coverage Part (Occurrence)

| | |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Claim expenses | means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim . |
| Coverage territory | means anywhere in the world, but this Coverage Part will apply only to a claim brought in the United States, its territories or possessions, or Canada. |
| Damages | <p>means any monetary amount you are ordered to pay by a court, or by an arbitrator in an arbitration to which we have consented.</p> <p>However, damages does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages.</p> <p>Damages because of bodily injury includes care, loss, or services, or death resulting at any time from the bodily injury.</p> |
| Employee | means any person employed by you , including any leased worker , but does not include a temporary worker . |
| Hostile fire | means a fire that becomes uncontrollable or breaks out from where it was intended to be. |
| Impaired property | <p>means tangible property, other than your product or your work, that cannot be used or is less useful because:</p> <ol style="list-style-type: none">1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or2. you have failed to fulfill the terms or conditions of a contract or agreement; <p>if such property can be restored to use by:</p> <ol style="list-style-type: none">1. the repair, replacement, adjustment, or removal of your product or your work; or2. your fulfilling the terms or conditions of the contract or agreement. |
| Insured contract | <p>means:</p> <ol style="list-style-type: none">1. a contract for the lease of premises, but not any portion of the lease that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner;2. a sidetrack agreement;3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;5. an elevator maintenance agreement; or6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another to pay damages sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. <p>However, an insured contract does not include that part of any contract or agreement:</p> <ol style="list-style-type: none">1. that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;2. that indemnifies an architect, engineer, or surveyor for damages arising out of:<ol style="list-style-type: none">a. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; orb. giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or |

General Liability Coverage Part (Occurrence)

- under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind.

Lead

means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Leased worker

means any person leased to **you** by a labor leasing firm to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

Loading or unloading

means the handling of property:

- after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
- while it is in or on an aircraft, **auto**, or watercraft; or
- while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

Loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto**, or watercraft.

Medical expenses

means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray, and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing, and funeral services.

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

- bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
- vehicles maintained for use solely on or next to premises owned by or rented to **you**;
- vehicles that travel on crawler treads;
- vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - power cranes, shovels, loaders, diggers, or drills; or
 - road construction or resurfacing equipment such as graders, scrapers, or rollers;
- vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - cherry pickers and similar devices used to raise or lower workers; and
- vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
 - equipment designed primarily for:
 - snow removal;
 - road maintenance, but not construction or resurfacing; or
 - street clearing or cleaning;
 - cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or

General Liability Coverage Part (Occurrence)

- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

Occurrence

means an accident arising out of **your** business operations, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.

Personal and advertising injury

means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. 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;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. oral or written publication, in any manner, of material that violates a person's right to privacy;
6. the use of another's advertising idea in **your advertisement**; or
7. infringement of copyright, trademark, trade dress, or slogan in **your advertisement**.

Pollutants

means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, dust, nanoparticles, fibers, soot, ash, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Products-completed operations hazard

1. includes all **bodily injury** and **property damage** taking place away from premises owned, occupied by, loaned, or rented to **you** and arising out of **your product** or **your work**, except:
 - a. products that are still in **your** physical possession; or
 - b. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (1) when all of the work called for in **your** contract or agreement has been completed;
 - (2) when all of the work to be performed at the site has been completed, if **your** contract or agreement calls for work at more than one site; or
 - (3) when that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed; and
2. does not include **bodily injury** or **property damage** arising out of:
 - a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to **you** and that condition was created by the **loading or unloading** of that vehicle by **you**; or
 - b. the existence of tools, uninstalled equipment, or abandoned or unused materials.

Professional services

means professional services customarily provided by an architect, engineer, surveyor, physician, surgeon, dentist, or other healthcare provider, accountant, insurance agent/broker, investment advisor, securities broker/dealer, or attorney, or any other services identified as Covered Professional Services in the Declarations.

General Liability Coverage Part (Occurrence)

Property damage

means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data, or other information in electronic form.

Retention

means the amount stated as such under the General Liability Coverage Part section of the Declarations.

Temporary worker

means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions. **Temporary worker** does not include **leased worker**.

Volunteer worker

means a person who is not **your employee**, and who donates his or her work and acts at **your** direction and within the scope of duties determined by **you**, and is not paid a fee, salary, or other compensation by **you** or anyone else for their work performed for **you**.

You, your, or insured

means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.

Your product

1. means any:

a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:

- (1) **you**;
- (2) others trading under **your** name; or
- (3) a person or organization whose assets or business **you** have acquired; and

b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;

2. includes:

a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and

b. the providing of or failure to provide instructions or warnings; and

3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your work

1. means:

a. work or operations performed by **you** or on **your** behalf; and

b. materials, parts, or equipment furnished in connection with such work or operations; and

2. includes:

a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and

b. the providing of or failure to provide instructions or warnings.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO BROADENING ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THIS POLICY:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

A. EXTENDED CANCELLATION CONDITION

Form **IL 00 17**, the **Common Policy Condition**, section **A. CANCELLATION**, Paragraph **2.b.** is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

B. BROADENED DEFINITION OF INSURED

1. The Named Insured shown in the Declarations is amended to include:

- a. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, the Named Insured does not include any subsidiary that is an "insured" under any other insurance policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- b. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) that is a joint venture, partnership, or limited liability partnership or corporation,
 - (2) that is an "insured" under any other policy,
 - (3) that has exhausted its Limit of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

2. **Who Is An "Insured" of Section II – Liability Coverage 1. a. (4)** is amended to add:

Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. HIRED AUTO PHYSICAL DAMAGE AND LOSS OF USE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger, light or medium truck type (20,000 lbs. or less in gross vehicle weight), subject to the following limit; these items are excess to any other collectible insurance coverage.

The most we will pay for "loss" to any hired "auto" is **\$50,000** or Actual Cash Value or the Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger, light or medium truck type for that coverage. **Hired Auto Physical Damage** coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or light truck type.

If symbol 8 or 28 is listed on the Covered Autos section of the policy declarations page as applying to any of the physical damage coverages, then the **Hired Auto Physical Damage** coverage described on this form does not apply.

Subject to a maximum of **\$750** per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial "loss".

D. HIRED AUTO LIABILITY - WORLDWIDE COVERAGE (except for the Republic of Mexico)

For hired "autos" hired for less than 30 days, the coverage territory will be extended to anywhere in the world, except for the Republic of Mexico, provided the "insured's" liability to pay damages is determined in a "suit" brought in the coverage territory described in **Section IV – Business Auto Conditions**.

This coverage does not apply to "garage operations".

E. AUTO LOAN OR LEASE GAP PAY-OFF

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, if a long-term leased or purchased "auto" is a covered "auto" and the lessor or lender is named as an "Additional Insured – Lessor", or "Additional Insured – Lender", we will pay, in the event of a total "loss", your additional legal obligation to the lessor or lender for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the lease or loan.

"Outstanding balance" means the amount you owe on the lease or loan at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees.

We will not pay any administrative costs or overhead fees assessed by the finance company that has leased the covered "auto" to you.

F. ADDITIONAL INSURED AND WAIVER OF SUBROGATION

1. The following are added as an "insured" under **Section II – Liability Coverage, Who Is an Insured**:

Section II. 1. a. (4) Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" if:

- a. You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (1) an expressed provision of an "insured contract", or written agreement; or
 - (2) an expressed condition of a written permit issued to you by a governmental or public authority.
- b. The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (1) you executed the "insured contract" or written agreement; or
 - (2) the permit has been issued to you.

2. The following is added to **Section IV – Business Auto Conditions, Transfer of Rights of Recovery Against Others to Us**:

We waive any right of recovery we may have against any additional "insured", but only as respects "Loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the "insured contract", written agreement, or permit.

This coverage does not apply to "garage operations".

G. COVERAGE EXTENSIONS

1. **Supplementary Payments**, of **Section II- Liability Coverage**, is amended as follows:

The reference to **\$250** for the cost of bail bonds is replaced by **\$1,000** and the reference to **\$100** per day for all reasonable expenses is replaced by **\$250** per day.

This coverage does not apply to the **Garage Coverage Form**.

2. **Coverage Extension**, of **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form**, is amended to provide a limit of **\$50** per day and a maximum of **\$1,000** for temporary transportation expense.
3. **Under Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form, Comprehensive Coverage**, we will pay for the expense of returning a stolen covered "auto" to you.

H. BODILY INJURY TO FELLOW EMPLOYEE EXCLUSION WAIVED

Section II – Liability Coverage, B. 5. Fellow Employee Exclusion, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Coverage is excess over any other collectible insurance.

I. COMMUNICATION EQUIPMENT COVERAGE

Section III – Business Auto Coverage Form, Physical Damage Coverage, with respect to a covered "auto" described in the Schedule or in the Declarations, also applies to "Loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss". Equipment which is removable from a housing unit which is permanently installed in the covered "auto" and is designed to be solely operated by use of the power from the "auto's" electrical system in or upon the covered "auto" is considered permanently installed. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. The Physical Damage deductibles listed in the declarations as applying to the covered "auto" apply to this coverage as well.

The most that we will pay in the event of a "loss" is the lesser of:

1. The actual cash value of the damage or stolen property at the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality; or
3. **\$1,500**.

J. GLASS-ONLY CLAIM: DEDUCTIBLE WAIVED IF REPAIRED RATHER THAN REPLACED

Under **Section III – Business Auto Coverage Form** or **Section IV – Garage Coverage Form, Deductible**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

K. PERSONAL EFFECTS COVERAGE

1. Subject to a maximum limit of **\$500**, coverage is extended to the personal effects of the driver, passenger and insured while inside a covered "auto" and damaged as a result of an accident. Losses are subject to a **\$250** deductible. No separate deductible applies if the "loss" under this section is part of a specified perils, comprehensive or collision "loss" under this policy. If the "loss" includes coverage under more than one section of this endorsement, only the highest deductible will apply to the entire "loss".
2. We will not pay for "loss" to personal property of any of the following:
 - a. Accounts, bills, currency, deeds, money, notes, securities and evidence of debt.
 - b. Electronic equipment or tapes, records, discs or other similar audio visual or data electronic equipment.
 - c. Furs.
 - d. Animals, birds or fish.
 - e. Bullion, precious stones, jewelry or similar valuables, painting, art objects, manuscripts or mechanical drawings.
 - f. Contraband or property in the course of illegal transportation or trade.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

WAIVER OF OUR RIGHT To RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right To recover our payments from anyone liable For an injury covered by this policy. We will Not enforce our right against the person Or organization named In the Schedule. (This agreement applies only To the extent that you perform work under a written contract that requires you To obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration Of your employees While engaged In the work described In the Schedule.

The additional premium For this endorsement shall be 2% Of the California workers' compensation premium otherwise due on such remuneration.

Schedule

| Person or Organization | Job Description |
|-------------------------------------------------------------|------------------------|
| Any person or organization as required by written contract. | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | | | | |
|-----------------------|-------------------------------------|------------|------------|-----------------|-------|
| Endorsement Effective | 6/2/2018 | Policy No. | TWC3715265 | Endorsement No. | 0 |
| Insured | Shaw/Yoder/Antwih Inc (Corporation) | | | Premium \$ | 10052 |
| Insurance Company | Technology Insurance Company, Inc. | | | | |

Countersigned by _____