



## DESCRIPTIONS (Continued from Page 1)

\*Contractors' General Liability Extension Endorsement Form G-18652-1 (7/09)

\*Texas Changes - Amendment of Cancellation Provision or Coverage Change Form CG 02 05 12 04

Business Auto Coverage Form CA 00 01 03 10

\*Designated Insured Form CA 20 48 02 99

\*Waiver of Transfer of Rights or Recovery Against Others To Us (Waiver of Subrogation) Form CA 04 44 03 10

\*Changes - Notice of Cancellation or Material Change Form G-300660-A (06/08)

Worker's Compensation and Employers Liability Insurance Policy Form WC 00 00 00 B (7/11)

\*Texas Waiver of Our Right to Recover From Others Endorsement WC 42 03 04 A (1/00)

## TO CERTIFICATE HOLDER

Our agency has issued the enclosed certificate of insurance on behalf of our client. We want to share with you some important information regarding certificates of insurance.

The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. After this date it will be illegal for an agent or insurance company to issue evidence of insurance on a certificate form that has not been approved by the Texas Department of Insurance (TDI). It is also illegal for anyone to require an agent or insurance company to use a certificate form that has not been approved by the State.

The law provides some guidance on the content and limitations of certificates, as follows:

- A certificate is not a policy or insurance and does not amend, extend, or alter the coverage afforded by the referenced insurance policy.
- A certificate shall not confer to a certificate holder new or additional rights beyond what the policy and endorsements provide.
- A certificate may not contain a reference to a legal or insurance requirement contained in a contract other than the underlying contract of insurance or endorsement to the insurance policy.
- A person may have a legal right to notice of cancellation, nonrenewal or material change or any similar notice only if (1) the person is named within the policy or an endorsement to the policy, and (2) the policy or endorsement, or a state or rule, requires notice to be provided.
- The law confirms that “a certificate of insurance that is executed, issued, or required and that is in violation with this chapter is void and has no effect.”

Additional information concerning the new law may be obtained by contacting the TDI (800) 252-3439 or visiting the web site <http://www.tdi.texas.gov/rules/informal1216.html>.

For this reason, we may not be able to provide some of the specific certificate holder requested information which is outside the scope of the approved document. We are willing to explain each of these items and provide policy endorsements or other information subject to our client's approval.

We hope you will understand our position and ask that you give us a call if you have any questions or comments.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -**  
**WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons Or Organizations</b>
(As required by "written contract" per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

**A. Section II - Who is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

**B. The insurance provided to the additional insured is limited as follows:**

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations specified in the "written contract"; or

- c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:

- (1) The "written contract" requires you to provide the additional insured such coverage; and
- (2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:

- a. Required by the "written contract";
- b. Described in B.1. above; or
- c. Afforded to you under this policy.

3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities; or

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- b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

**C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- 1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- 2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

**4. Other Insurance**

**a. Primary Insurance**

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- 1. Is currently in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to:
  - a. The "bodily injury" or "property damage"; or
  - b. The offense that caused the "personal and advertising injury"

for which the additional Insured seeks coverage under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

**SCHEDULE**

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

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| <p><b>1. Miscellaneous Additional Insureds</b><br/>7 additional insured extensions.</p> <p><b>2. Employees As Insureds – Health Care Services</b></p> <p><b>3. Joint Ventures/Partnership/Limited Liability Companies</b><br/>Coverage for your interest in such terminated or ended organizations.</p> <p><b>4. Expanded Personal And Advertising Injury</b></p> <p><b>5. Medical Payments</b><br/>Limits increased to \$15,000.<br/>Reporting increased to three years from the date of accident.</p> <p><b>6. Legal Liability And Borrowed Equipment</b><br/>Extended perils.<br/>Limit increased to \$200,000 for Damage to Premises Rented To You</p> <p><b>7. Non-owned Watercraft</b><br/>Increased to 55 feet.</p> <p><b>8. Non-owned Aircraft Coverage</b></p> <p><b>9. Contractual Liability For Personal And Advertising Injury</b></p> <p><b>10. Supplementary Payments</b><br/>Cost of bail bonds increased to \$2,500.<br/>Daily loss of earnings increased to \$1,000.</p> <p><b>11. Liquor Liability Coverage Extension</b></p> <p><b>12. Newly Formed Or Acquired Organizations</b><br/>Coverage extended to the end of the policy period.</p> | <p><b>13. Liberalization Clause</b></p> <p><b>14. Unintentional Failure To Disclose Hazards</b></p> <p><b>15. Notice of Occurrence</b></p> <p><b>16. Broad Knowledge of Occurrence</b></p> <p><b>17. Aggregate Limits Per Project</b></p> <p><b>18. Bodily Injury – Extension of Coverage</b></p> <p><b>19. Expected Or Intended Injury</b><br/>Reasonable force – bodily injury or property damage.</p> <p><b>20. Wrap-Up Extension</b></p> <p><b>21. Contractual Liability – Railroads</b><br/>Expanded definition of "insured contract."</p> <p><b>22. Blanket Waiver of Subrogation</b><br/>Waiver of subrogation where required by written contract or written agreement.</p> <p><b>23. In Rem Actions</b></p> |
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## 1. MISCELLANEOUS ADDITIONAL INSURED

**Section II Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in Paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

### a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

### b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

### c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

### e. Owners/Other Interests - Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**f. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

**g. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

**4. Other Insurance**

**b. Excess Insurance**

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where

required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

**2. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES**

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

**3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE**

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

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a. Prior to the termination date of any joint venture, partnership or limited liability company; or
- b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.
- c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

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

Except as provided in Paragraph 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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#### 4. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to **Section V – Definitions**, the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

##### **Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

##### **Fines Or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

D. This provision 4. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply if **Section I – Coverage B – Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 5. MEDICAL PAYMENTS

A. Paragraph 7. **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 5. (**Medical Payments**) does not apply if **Section I – Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(b) of **Section I – Coverage C – Medical Payments**, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

#### 6. LEGAL LIABILITY AND BORROWED EQUIPMENT

A. Under **Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions**, Exclusion J. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) 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

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

**B. Under Section I - Coverage A - Bodily Injury and Property Damage** the last paragraph of **2. Exclusions** is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance.**

**C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance** is replaced by the following:

**6.** Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under **Section - I - Coverage A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$200,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

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

(ii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

**E. This provision 6. (LEGAL LIABILITY AND BORROWED EQUIPMENT)** does not apply if **Damage To Premises Rented To You Liability** under **Section I - Coverage A** is excluded either by the provisions of the Coverage Part or by endorsement.

**7. NON-OWNED WATERCRAFT**

Under **Section I - Coverage A**, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
  - (a) Less than 55 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**8. NON-OWNED AIRCRAFT**

Exclusion 2.g. of **Section I - Coverage A - Bodily Injury and Property Damage**, does not apply to an aircraft you do not own, provided that:

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

**9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY**

Exclusion e. **Contractual Liability** of **Section I - Coverage B** is deleted.

**10. SUPPLEMENTARY PAYMENTS**

**A. Under Section I - Supplementary Payments - Coverages A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:

**B. In Paragraph 1.d.**, the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

**11. LIQUOR LIABILITY**

Exclusion c. of **Section I - Coverage A** is deleted.

**12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

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

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Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

### 13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

### 14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

### 15. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

### 16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

### 17. AGGREGATE LIMITS PER PROJECT

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents

under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **Coverage C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the

Products-Completed Operations Aggregate Limit, whichever is applicable; and

- 2. Such payments shall not reduce any Single Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
- D. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

**18. EXPANDED BODILY INJURY**

**Section V - Definitions**, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**19. EXPECTED OR INTENDED INJURY**

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

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

**20. OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

The endorsement **EXCLUSION - CONSTRUCTION WRAP-UP PROGRAM** which is attached to this policy is amended as follows:

- A. If the endorsement **EXCLUSION - CONSTRUCTION WRAP-UP** or another exclusionary endorsement pertaining to Owner

Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then it is amended to add the following:

With respect to a "consolidated (wrap-up) insurance program" project in which you are or were involved, this exclusion does not apply to:

- 1. Your liability for "bodily injury," "property damage," or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf;
- 2. Your liability for "bodily injury" or "property damage" included within the "products-completed operations hazard" that arises out of those portions of the project that are not "residential structures."

**B. The following is added to Paragraph 4.b.(1) of Section IV-Commercial General Liability Conditions**

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."

**C. The following is added to Section V - Definitions:**

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

"Residential structure" means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels.

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Residential structure also does not include hospitals or prisons.

## 21. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in Section V – Definitions is replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 22. BLANKET WAIVER OF SUBROGATION

The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

## 23. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

**SCHEDULE**

<b>Name of Person(s) or Organization(s):</b> ANY PERSON OR ORGANIZATION WHICH IS REQUIRED TO BE NAMED AS A RESULT OF A WRITTEN CONTRACT WITH YOU
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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POLICY NUMBER:

COMMERCIAL AUTO  
CA 04 44 03 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. ( ) Specific Waiver

Name of person or organization

- ( X ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: ALL TEXAS LOCATIONS AND OPERATIONS

- 3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium SEE SCHED

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  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_