





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

## **COMMERCIAL GENERAL LIABILITY**

### **GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided by the Commercial General Liability Coverage Form, CG 00 01.

#### **I. NON-OWNED WATERCRAFT**

**SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion 2.g.(2) is deleted and replaced with the following:**

This exclusion does not apply to:

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

(a) Less than 51 feet long; and

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

#### **II. TENANT'S LEGAL LIABILITY COVERAGE**

**Under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, the last paragraph of 2. is deleted and replaced with the following:**

Exclusions c. through n., except for exclusion f, do not apply to "Property Damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit applies to this coverage which is the greater of:

a. The Damage To Premises Rented To You Limit for each occurrence shown in the Declarations; or

b. \$300,000.

Under SECTION III - LIMITS OF INSURANCE, paragraph 6. does not apply.

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### III. SUPPLEMENTARY PAYMENTS

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A and B, is revised as follows:

1. In paragraph 1.b., the limit of \$250 for bail bonds is increased to \$1,000.
2. In paragraph 1.d., the limit of \$250 for daily loss of earnings is increased to \$1,000.

### IV. NEWLY ACQUIRED ORGANIZATIONS

Under SECTION II - WHO IS AN INSURED, 4. is deleted and replaced with the following:

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

- a. Coverage under this provision is afforded only until the end of the policy period.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

### V. MEDICAL AND DENTAL PAYMENTS

Under SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS, if COVERAGE C. MEDICAL PAYMENTS, is not otherwise excluded from this Coverage Part:

1. The Medical Payments Limit is changed to the greater of:
  - a. \$15,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

However, if a lower limit is shown on the Supplemental Schedule, that limit shall apply.

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2. The requirement, in C.1.a.(2) that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years from the date of the accident.

#### VI. BROAD KNOWLEDGE/NOTICE OF OCCURRENCE

The following is added under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The requirement in condition 2.a.that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. you, if you are an individual;
2. a partner, if you are a partnership;
3. a member, if you are a joint venture;
4. an "executive officer" manager or supervisor if you are a corporation; and
5. a member, if you are a limited liability company.

The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. you, if you are an individual;
2. a partner, if you are a partnership;
3. a member, if you are a joint venture;
4. an "executive officer", manager or supervisor if you are a corporation, and
5. a member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a liability "occurrence", coverage for which is provided by this policy, failure to report such "occurrence" to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS), Condition 2. It is agreed, however, that you shall give notification of such "occurrence" to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

#### VII. BROAD FORM NAMED INSURED

The following is added to 1. d. under SECTION II - WHO IS AN INSURED:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply.

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### VIII. MOBILE EQUIPMENT

The following is added under SECTION V - DEFINITIONS, 12. "Mobile Equipment":

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

### IX. ADDITIONAL INSUREDS BY WRITTEN CONTRACT

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization whom you are required to add as an additional insured to this policy by a written contract or written agreement that is:

- (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 and advertising injury".

A. The insurance provided to the additional insured applies as follows:

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
  - (a) premises you own, rent, lease, or occupy or
  - (b) your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
2. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

B. If the additional insured is an architect, engineer, or surveyor, the insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional services including:

1. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and supervisory, inspection, or engineering services.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, under 4. Other Insurance, is amended as follows:

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The following is added to item a.:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

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

This insurance does not apply to:

1. "Bodily injury" or "property damage" occurring after:

(a) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(b) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**X. ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS**

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any state or political subdivision which has issued a permit to you.

1. This applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
  - a. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of operations performed for the state or municipality; or
  - b. "Bodily Injury" or "Property Damage" included within the "Products-Completed Operations Hazard".

**XI. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS**

The following is added under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

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1. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.
2. Exclusion k. does not apply to:
  - a. use of elevators; or
  - b. liability assumed under a sidetrack agreement

The insurance afforded by reason of this coverage XI is excess over any valid and collectible property insurance (including any deductible) available to the insured, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

## **XII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Your unintentional failure to disclose all hazards or prior "Occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

## **XIII. MENTAL ANGUISH, MENTAL INJURY OR HUMILIATION**

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

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

## **XIV. INCIDENTAL MEDICAL MALPRACTICE LIABILITY**

SECTION II - WHO IS AN INSURED is amended as follows:

Part 2.a.(1)(d) does not apply to "employees" who are employed nurses or other "employees", excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

## **XV. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT**

The following is added to Exclusion j. under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of SECTION III - LIMITS OF INSURANCE the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by Coverage XV is excess over any valid and collectible property insurance (including any deductible) available to you, and SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance is changed accordingly.

#### **XVI. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. The Transfer of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products - completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract 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 and advertising injury"; or
- (3) executed after the "bodily injury", "property damage", or "personal and advertising injury" if:
  - (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", or "personal and advertising injury"; and
  - (b) the insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage or "personal and advertising injury".

#### **XVII. LIBERALIZATION CLAUSE**

If we adopt a change in the coverage form CG 00 01 which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the named insured's address in the declarations of this policy.

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

Exclusion e. of Section I - Coverage B is deleted.

**XIX. AMENDED DEFENSE COVERAGE FOR INDEMNITEES**

SECTION I – Coverages Exclusion 2. b is amended.

The provision that reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages is amended to provide that they will be considered Supplementary Payments for Coverages A and B if the conditions of Supplementary Payments Section 2 are met.

Supplementary Payments – Coverages A and B 2. are amended as follows.

d. This subsection is deleted.

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit". In event we agree a conflict exists between the interests of the insured and the interests of the indemnitee, we will agree to the assignment of a different defense counsel for the indemnitee and pay reasonable attorney fees and necessary litigation expenses: and

**XX. FELLOW EMPLOYEE COVERAGE.**

SECTION II - WHO IS AN INSURED 2. (1) (a) and 3. a. are deleted.

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