



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

## **ENDORSEMENT - FINE ARTS EXTENDED GENERAL LIABILITY - BERKLEY PLUS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Damage to Property - ( Alienated Premises)	Included
5. Damage to Property - (Broad Form Damage Borrowed Equipment, Customers Goods & Use of Elevators)	Included
6. Incidental Malpractice (Employed Nurses, EMTs and Paramedics)	Included
7. Medical Payments - Increased Limits	\$10,000
8. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
9. Non-Owned Aircraft, Hired, Chartered, or Loaned with Paid Crew	Included
10. Non-Owned Watercraft	51 feet
11. Personal Injury - Broad Form	Included
12. Product Recall Expense	\$100,000
13. "Property Damage" Legal Liability (Fire, Lightning, Explosion, Smoke, or Leakage Damage)	\$300,000
14. Supplementary Payments Increased Limits	Included
15. Unintentional Failure to Disclose Hazards	Included
16. Unintentional Failure to Report Occurrences	Included

**1. SECTION II - Who Is An Insured - The following is added:**

**Additional Insured by Contract, Agreement, or Permit** - Any person or organization to whom or to which you agreed, because of a written contract, written agreement, or permit, Including Waiver of Subrogation is an insured, but only with respect to:

- a. "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit.
- b. Facilities owned or used by you.

This insurance applies on a primary basis if that is required by the written contact, written agreement, or permit. This provision does not apply:

- a. Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
- b. To any person or organization included as an insured by an endorsement issued by us and made part of this insurance.
- c. To any person or organization included as an insured under paragraph 2, below, of this endorsement.
- d. To any lessor of equipment:

- (1) After the equipment lease expires; or
- (2) If the "bodily injury," "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor.

e. To any:

- (1) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
- (2) Managers or lessors of premises, if:
  - (a) The "occurrence" or offense takes place after you cease to be a tenant in that premises; or
  - (b) The "bodily injury", "property damage", or "personal and advertising injury" arises out of structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor.

**2. SECTION II - Who Is An Insured - The following is added:**

**Additional Insured - Broad Form Vendors Liability Coverage** - Any person or organization with whom you agreed, because of a written contract or written agreement to provide insurance but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. The insurance afforded the vendor does not apply to:

- (1) Bodily injury or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging; unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.

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

**3. SECTION III - Limits of Insurance - The following is added:**

Aggregate Limit of Insurance Per Premises, Site, or "Location":

a. The General Aggregate Limit applies separately to each of your premises, sites, or "locations" owned or rented to you.

b. **SECTION V** - Definitions, the following definition is added:

"Location" means physical premises or street address or description and includes the same or connecting lots which are only interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**4. SECTION I - Coverages - Coverage A - Bodily Injury or Property Damage Liability - Item 2, Exclusions - Exclusion j, Damage to Property, subparagraph (2) is entirely deleted and replaced with the following:**

**Alienated Premises:**

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

5. **SECTION I** - Coverages - Coverage A - Bodily Injury or Property Damage Liability - Item 2, Exclusions, Exclusion j, Damage to Property is changed as follows:

**Broad Form Property Damage - Borrowed Equipment, Customers Goods, and Use of Elevators:**

- a. Subparagraph (4) is amended by adding the following:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

- b. Subparagraphs (3), (4), and (6) are changed by the following:

Paragraphs (3), (4), and (6) do not apply to property damage to "customers goods" while on your premises nor to the use of elevators.

- c. **SECTION V** - Definitions the following definition is added:

"Customers goods" means property of your customer on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or any other basis.

6. **SECTION II** - Who Is An Insured Paragraph 2, subparagraphs a, (1), (d) is entirely deleted and replaced with the following:

**Incidental Malpractice - Employed Nurses, E. M. T. s and Paramedics:**

(d) Arising out of her or his providing or failing to provide professional health care services. However this exclusion does not apply to a nurse, emergency medical technician, or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray, or nursing services.

7. **SECTION I** - Coverages - Coverage C - Medical Payments - Paragraph 1, a, (3), (b) is entirely deleted and:

- a. **SECTION I** - Coverage C, Medical Payments paragraph 1, a, (3), (b) is entirely replaced by the following:

(b) The expenses are incurred and reported to us within three (3) years of the date of the accident; and

- b. **SECTION III** - Limits of Insurance paragraph 7, is replaced in its entirety by the following:

7. Subject to paragraph 5, above, the higher of:

a. \$10,000; or

b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

c. This coverage does not apply if Coverage C - Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

8. **SECTION II** - Who Is An Insured - Paragraph 3, Newly Acquired or Formed Organizations is amended by replacing the ninety (90) days with the following:

Coverage under this provision is afforded only until the end of the policy period.

9. **SECTION I** Coverages - Coverage A - Bodily Injury and Property Damage Liability - Item 2, Exclusions - Exclusion g, Aircraft, Auto, or Watercraft is changed by adding the following:

This exclusion does not apply to:

An aircraft that you do not own that is hired, chartered, or loaned with a paid crew. However, this does not apply if the insured has other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis. In this case, this provision does not provide any insurance.

10. **SECTION I** - Coverages - Coverage A - Bodily Injury and Property Damage Liability - Item 2, Exclusions - Exclusion g, Aircraft, Auto, or Watercraft changed by entirely deleting subparagraph (2) with the following:

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

- (a) Less than fifty-one (51) feet long; and
- (b) Not being used to carry persons for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

**11. Personal Injury - Broad Form:**

a. **SECTION I** - Coverages - Coverage B - Personal and Advertising Injury Liability - Item 2, Exclusions Exclusion e, Contractual Liability is entirely deleted.

b. **SECTION V** - Definitions - Definition 14, "Personal and advertising injury" is changed by adding the following:

Discrimination or humiliation (unless insurance thereof is prohibited by law) 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;
  - (b) Any officer of the corporation, director, stockholder, partner or member of the insured;
- (2) Not directly or indirectly related to an "employee", nor to the employment, prospective employment or termination of any person or persons by an insured.
- (3) This coverage does not apply if Coverage B Personal and Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by Endorsement.

**12. Product Recall Expense:**

a. **SECTION I** - Coverages - Coverage A - Bodily Injury and Property Damage Liability, Item 2, Exclusions, Exclusion n, Recall of Products, Work, or Impaired Property, is entirely deleted and replaced with the following:

n. **Recall of Products, Work or Impaired Property** - Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:

- (1) "Your product";
- (2) "Your work", or
- (3) "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.

However, this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

- (1) Failure of any "your product" to accomplish their intended purpose:
- (2) Breach of warranties of fitness, quality, durability, or performance
- (3) Loss of customer approval, or any cost incurred to regain customer approval;
- (4) Redistribution or replacement of "your product" which has been recalled by the like products or substitutes;
- (5) Caprice or whim of the insured;
- (6) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
- (7) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
- (8) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- (9) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

**b. SECTION II - Who Is An Insured, the following paragraph is added:**

Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

**c. SECTION III - Limits of Insurance, paragraph 3, is entirely deleted and replaced by the following:**

**3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage A because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
- b. "Product recall expenses".

**d. SECTION III - Limits of Insurance, the following paragraph is added:**

Subject to paragraph 5, above \$100,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

**e. SECTION IV - Commercial General Liability Conditions - Condition 2, Duties in the Event of Occurrence, Offense, Claim or Suit, the changed by adding the following:**

You must see to it the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense";

- (1) Give us notice as soon as reasonably possible of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could produce a loss under this insurance.

f. **SECTION V** - Definitions, the following definitions are added:

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage."

2. "Product recall expense" means:

a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes, and postage;
- (2) Shipping the recalled products from any purchaser, distributor, or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trans discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; you incur exclusively for the purpose of recalling "your product" and your lost profit resulting from such "covered recall".

13. **SECTION I** - Coverages - Coverage A - Bodily Injury and Property Damage Liability and **SECTION III** - Limits of Insurance are amended to provide - Property Damage Liability (Fire, Lightning, Explosion, Smoke, or Leakage From Fire Protective Systems Damage):

a. **SECTION III** - Limits of Insurance - The word fire is changed to, fire, lightning, explosion, smoke, or leakage from fire protective systems damage where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

b. **SECTION I** - Coverage A, the last paragraph (after the exclusions) is replaced in its entirety by the following:

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

c. **SECTION III** - Limits of Insurance, paragraph 6, is entirely deleted and replaced by the following:

6. Subject to paragraph 5 above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A because of "property damage" to any one premises but not more than **\$300,000**.

d. **SECTION IV** - Commercial General Liability Conditions, Condition 4, Other Insurance, paragraph b, (1) (b) is entirely deleted and replaced by the following:

(b) That is fire, lightning, explosion, smoke, or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

e. **SECTION V** - Definitions - Definition 9, "insured contract", subparagraph a, is entirely deleted and replaced by the following:

a. A contract for lease of premises. However, that portion of the contract for a lease or premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

f. This coverage does not apply if Fire Damage Legal Liability of Coverage A is excluded either by the provisions of the Coverage Part or by Endorsement.

14. **SECTION I** - Coverages - Supplementary Payments Coverages A and B is changed as follows:

a. Paragraph 1, subparagraph b, is entirely deleted and replaced with the following:

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

b. Paragraph 1, subparagraph d, is entirely deleted and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$300** a day because of time off from work.

15. **SECTION IV** - Commercial General Liability Conditions - Condition 6, Representations is entirely deleted and replaced with the following:

6. **Unintentional Failure to Disclose** - By accepting this Policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period we will not deny coverage under this insurance because of such failure provided you disclose such hazards as soon as practicable after they come to your knowledge.

16. **SECTION IV** - Commercial General Liability Conditions - Condition, 2 Duties In The Event of Occurrence, Offense, Claim, or Suit the following paragraph is added:

e. Rights afforded you under this policy are not prejudiced if you fail to give us notice of an "occurrence", offense, claim, or "suit" solely due to your reasonable and documented belief that "bodily injury" or "property damage" is not covered under this policy; or

f. If you report an "occurrence" to your workers' compensation insurer which later becomes a claim under this insurance, failure to report such "occurrence" to us at the time of the "occurrence" will not be considered a violation of this condition if you notify us as soon as practicable when you become aware that the "occurrence" has become a liability claim.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.