

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

## **BUSINESSOWNERS LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **SECTION II – LIABILITY; BUSINESSOWNERS COVERAGE FORM**

The following is a summary of additional coverage provided by this endorsement. For complete details on specific coverages, refer to the appropriate provisions in this endorsement.

- Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You
- Waiver Of Transfer Of Rights Of Recovery Against Others To Us
- Primary And Non-Contributory Status For Additional Insureds
- "Fellow Employee" Coverage - Managers And Supervisors
- Aggregate Limits Of Insurance (Per Project) When Required In Construction Agreement With You
- Damage To Premises Rented To You
- Expected Or Intended Property Damage
- Medical Payments Increased Limit
- Newly Acquired Organizations

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**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

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**A. Section C – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if

the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "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 location 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 a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section D – Liability and Medical Expenses Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

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**A. Section C – Who Is An Insured** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of "your work" performed for that insured and included in the "products-completed operations hazard".

Such person or organization is an additional insured only if:

1. Such contract or agreement is an "Insured Contract"; and
2. Such "work" is completed during this policy period.

Such 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

However:

The insurance afforded to such additional insured only applies to the extent permitted by law; and

The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section D – Liability and Medical Expenses Limits of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU**

**Section C – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (**Section E– Liability and Medical Expenses General Conditions**) is amended by the addition of the following:

We waive rights of recovery we may have against any 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 , if:

1. The waiver of such rights is required in a written contract or agreement with that person or organization executed prior to the injury or damage occurring;
2. The provisions of the "ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU"

section of this form also apply to that same contract: and

3. Such contract is an "insured contract"

If the "insured" retains certain rights of recovery which are not required to be waived, these rights are transferred to "us" and are not waived by "us".

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**PRIMARY AND NON-CONTRIBUTORY STATUS FOR ADDITIONAL INSURED**

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The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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**"FELLOW EMPLOYEE" COVERAGE - MANAGERS AND SUPERVISORS**

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**Who Is An Insured (Section C)** is amended by adding the following to the end of paragraph 2. a.:

The limitations to "employees" in (1) and (2) above do not apply to "employees" who are department managers or division supervisors.

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**AGGREGATE LIMITS OF INSURANCE (PER PROJECT) WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

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The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each project away from premises owned by or rented to you if this is required in a written contract or agreement.

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**DAMAGE TO PREMISES RENTED TO YOU**

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Under **Section D – Liability and Medical Expenses Limits of Insurance**, paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, \$300,000 is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

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**EXPECTED OR INTENDED PROPERTY DAMAGE**

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Under Section I – Coverage A, paragraph 2. Exclusions, Exclusion a. 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.

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**MEDICAL PAYMENTS INCREASED LIMIT**

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The limit of liability applicable to Coverage C – Medical Payments is increased to \$10,000 per person.

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**NEWLY AQUIRED ORGANIZATIONS**

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Under **Section C – Who Is An Insured**, paragraph 3.a. is deleted and replaced by the following:

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