



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

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)

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

Schedule

"ALL WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

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:	Policy No. WCV 0305168 02	Endorsement No.
Insured SUPERIOR PRO LLC		Premium \$1,620.00

Insurance Company Builders Insurance (A Mutual Captive Company) Countersigned by \_\_\_\_\_

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

# **GENERAL LIABILITY EXTRA COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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## COMMERCIAL GENERAL LIABILITY

### SECTION I – COVERAGES

**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is revised as follows:

1. **Non-Owned Watercraft.** Paragraph 2. **Exclusions, g. Aircraft, Auto Or Watercraft** item (2) is deleted and replaced with the following:

(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;

2. **Property Damage Exclusion.** Paragraph 2. **Exclusions, j. Damage to Property** is revised by deleting the clause that states:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such 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.

and replacing it with:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from an automatic fire protection system) to premises, including the contents of such 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.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is revised as follows:

3. **Increased Limits.** Paragraph 1.b. is deleted and replaced by the following, to provide that we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

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

4. **Increased Limits.** Paragraph 1.d. is deleted and replaced by the following, to provide that we will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

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 \$350 a day because of time off from work.

**SECTION II -WHO IS AN INSURED** - is revised as follows:

1. **Additional Insureds.**

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

1. 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; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) 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:

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- (a) Your acts or omissions; or
- (b) 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 described above:

- (a) Only applies to the extent permitted by law; and
- (b) 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 the person or organization described in Paragraph 1. above 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 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 described in Paragraph **A.1.**; 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..

**2. Incidental Medical Malpractice.** The following exception is added:

Paragraph **2.a.(1)(d)** does not apply to your "employees" or "volunteer workers" who provide professional health care services on your behalf as a duly licensed:

- (i) Emergency Medical Technician; or
- (ii) Paramedic.

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This exception does not apply if you are in the business or occupation of providing emergency medical or paramedic services.

### 3. Newly Acquired or Formed Organizations.

Paragraph **3.a.** is deleted and replaced with the following:

- (a) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

Paragraph **3.b.** is deleted and replaced with the following:

- (b) Coverage A does not apply to "bodily injury" or "property damage" to "your product" that occurred before you acquired or formed the organization; and

**SECTION III - LIMITS OF INSURANCE** - The following is added for the purpose of this Endorsement:

The Limits of Insurance shown in the Declarations apply to the insurance provided by this endorsement, except the following limits, which are amended:

#### 1. Damage To Premises Rented To You.

The limit for Damage to Premises Rented to You is amended to be the lesser of:

- (a) The Each Occurrence Limit shown in the Declarations; or
- (b) \$300,000.

#### 2. Increased Medical Payments Limit.

Without increasing any applicable General Aggregate Limit or per occurrence Limit, the Medical Expense Limit in Coverage C is \$10,000 per person unless a greater amount is shown in the Declarations.

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** - is revised as follows:

#### 1. Knowledge of Occurrence. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.

When you or any other insured know or should know that there has been an "occurrence" or offense which may result in a claim or "suit" to which this insurance may apply, you must notify us as soon as practicable, and such duty to give us notice shall be deemed to have been triggered when facts sufficient to believe an "occurrence" or offense has occurred becomes known to:

- (1) You, if you are an individual;
- (2) A member or partner, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or director, if you are an organization other than a partnership, joint venture or limited liability company;
- (5) A trustee, if you are a trust;
- (6) Your insurance manager;
- (7) Your legal representative if you die or dissolve;
- (8) Any person claiming coverage or seeking benefits under the policy; or
- (9) Any member, partner, manager, "executive officer", director, or trustee of any organization, limited liability company, corporation, partnership, joint venture or trust claiming coverage or seeking benefits under the policy.

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

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.

**3. Transfer Of Rights Of Recovery.** The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us.**

We waive the rights of recovery we may have because of payments we make for injury or damages arising out of:

- (a) Your ongoing operations or "your work" done under a contract with a person or organization and included in the "products-completed operations hazard"; or
- (b) The ownership, maintenance or use of that part of a premise leased to you.

Our rights may not be waived except if waived in writing by us prior to the "occurrence" giving rise to the injury or damage for which we make payments under this Coverage. The insured must do nothing after the loss to impair or prejudice our rights and must do whatever we deem necessary to enable us to exercise our rights. At our request, the insured shall bring "suit "against liable parties or transfer those rights to us.

**4. Liberalization.** The following is added:

If we revise this version of this General Liability Extra Coverage Endorsement to provide more coverage without additional premium charges, this endorsement will automatically provide the revised coverage as of the day the revision is effective in the state in which you reside.

**5. Unintentional Failure to Disclose.** The following is added:

An unintentional failure to completely describe or unintentional error or omission in the description of any premises or operations intended by you to be covered by this Commercial General Liability Coverage Form will not invalidate coverage for those premises or operations. An unintentional error, omission or failure must be reported to us as soon as practical after it is discovered.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY AND ENDORSEMENTS REMAIN UNCHANGED.